

Care Plan Package – provide a safe, high quality service, to repair, or maintain an appliance or system. Care Plan Package Inspection – otherwise known as 'Initial Inspection' is carried out by a TSL Heating & Plumbing Gas Safe Registered Engineer and will indicate what has been inspected and any results found.

Breakdowns – where a boiler, controls or system wears out, or losses the ability to function efficiently.

Annual Service – a service carried out around the anniversary of a Care Plan Package and subsequent years on a boiler or system.

Agreement – an understanding and acceptance of rights and duties to particular actions or obligations of a Care Plan Package for a calendar year and renewable on an annual basis.

Application – your request to us to offer you a Care Plan Package option outlined on our Inspection form.

1. Introduction to your terms and conditions

We have designed this product to provide a safe, high quality service, to repair, or maintain the appliances/systems included in your Care Plan Package. It is important that you read these terms and conditions carefully, as these form the basis of your agreement with us. Any queries should be directed to: TSL Heating & Plumbing, Unit 1 Hill Street Industrial Estate, Ty Coch, Cwmbran NP44 7PG.

2. What we offer

You can choose from one of our Gas or LPG Care Plan Packages to suit your requirements.

1. TSL Care Plan Package 1. Service Plan – Covers annual boiler service only.
2. TSL Care Plan Package 2. Heating Care – Covers annual boiler service, boiler repairs under Manufacturers Guarantee, system controls and central heating system only.
3. TSL Care Package 3. Boiler Care – covers boiler service, and system controls only.
4. TSL Care Plan Package 4. Boiler and Heating Care – covers boiler service, boiler repairs, system controls and central heating system.

Refer to our Care Plan Package brochure for further information.

3. General conditions that apply to our Care Plans

3.1 Periods of Care Plans

The length of your Care Plan Package is for one calendar year and will begin on the date we accept your application which will follow our Inspection. We will not carry out any free of charge breakdowns within the first 14 days of the Care Plan Package start date.

3.2 Care Plan Price

The Care Plan Package price will be set out at the start of the agreement and will not change during the period of the Care Plan Package unless the government changes the relevant VAT tax rate. All prices include VAT. We will write to you if we find out that the government is about to carry out any changes.

3.3 Payments

The payment method will be either by direct debit for monthly payments or if you choose to take advantage of the discounted advance annual payment this can be made by Bacs, Cash or Card Payment. Payments made using a credit card will incur a 2% charge.

All our charges include relevant taxes at the current rates.

3.4 Renewals

We will correspond with you at least two calendar months before your Care Plan Package is due to expire. We will cover your system under the Care Plan Package for the complete agreement term if you choose to cancel your agreement with us at the end of the Care Plan Package agreement. Before the end of the agreement of your Care Plan, we will write to you telling you about any price change or changes to the cover included in the Care Plan Package agreement. Unless you notify us in writing at least one month prior to the end of the Care Plan Package agreement that you do not wish to renew, we will automatically renew your agreement for another year.

3.5 Domestic use

Care Plan Packages are only available for appliances and systems fitted inside your home for domestic purposes

3.6 Our responsibilities

We will meet our responsibilities under the Care Plan within a reasonable time unless it is impossible because of circumstances outside of our control. If we cannot meet our responsibilities, we will inform you of the reason/s we cannot meet them. We will

keep you informed of when we expect to be able to meet our responsibilities to you. Where we have agreed to take on your appliance/system onto a Care Plan Package and have previously advised there may be restrictions over our ability to maintain your appliance/system or the supply of parts, we will use all reasonable endeavours to carry out repairs.

3.7 Care Plan Package Inspection

Before we accept any boiler/controls or systems on a Care Plan Package we will carry out a comprehensive Inspection. Any apparent faults arising from the Inspection will need to be rectified before the Care Plan Package can be put in place. These recovery actions will be chargeable and will not be carried out under the terms of the Care Plan Package. Our engineer will complete an Inspection to indicate what has been inspected and any results found. If your Inspection reveals a problem, we will tell you what work is required and the cost to rectify the problem. We may offer you a different Care Plan Package that does not cover the problematic issue that cannot be covered by Care Plan Package, or we may cancel the progression of accepting your appliance or system on any Care Plan Package. If we are unable to offer you a Care Plan Package, a one-off Boiler Service fee of £66 will apply. We will not carry out an Inspection if the system or appliances have been refused acceptance previously unless remedial work has been carried out to our satisfactory standards.

3.8 Annual service

Your Care Plan Package includes an annual service which will be carried out during the Initial Inspection and then Annually upon Renewal of your Care Plan Package. We will contact you and arrange to visit the property and carry out the Annual Service and inspect your boiler and controls, gas central heating system or gas appliance. This will help make sure they are safe and in good working order.

3.9 Boiler replacement – Care Plan Packages 3 & 4 Only Your boiler is covered under your Chosen Care Plan Package for its Useful life. TSL Heating & Plumbing can replace the boiler if spares are no longer available or if the boiler is not economically viable to continue to maintain. Providing your Care Plan Package has been in place continuously for 12 months, the first £300.00 of the cost towards the boiler replacement will be covered. We will supply you with a quote for a New Worcester Bosch Boiler. You will be under no obligation to accept this Quotation. This Offer only applies to Care Plan Packages 3 & 4. Care Plan Packages 1 & 2, do not include a replacement boiler.

3.10 Gaining access to your property

Our engineers will only carry out work in your property when there is an Adult over the age of 18 present, or a key has been arranged to gain access to the property. It is your responsibility to allow us access to the property. If we cannot gain access, we will not be able to carry out the necessary work and thus if we cannot carry out our responsibilities to you we cannot be held responsible for this lack of service. If we are obstructed in making repeat appointment visits we will cancel your Care Plan Package and you will be liable to cancellation charges.

3.11 Safety advice

We may advise you that permanent repairs or improvements are needed to help make sure your appliance or system works safely. For example, to keep to Gas Safety Regulations, such as upgrading your ventilation to meet current standards. If you do not follow our advice it may mean that we cannot fulfil our obligations to you. We will then cancel your Care Plan Package and you will be liable to cancellation charges.

3.12 Spare parts

Our engineers carry some spare parts, however, if they do not have the required parts on their van we will do all that we reasonably can to find and install parts from our approved suppliers. The suppliers we use can usually provide the parts the next working day.

3.13 Guarantees

We guarantee to make good any faulty parts or faulty workmanship for a period of twelve months from the date we completed the repair. The rights in relation to any guarantee we give you apply in addition to and do not affect your legal rights under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from the citizen's advice bureau and the trading standards department.

3.14 Moving home

Care Plans are not transferable from one property to another as boilers and systems may differ depending on age and design of the property.

If you intend to move property, you will need to tell us at least one month before you move. If you fail to notify us in writing that you are moving, you will be liable to cancellation charges.

If you wish to continue a Care Plan Package in your new property, please contact us

to discuss the options available. A different property requiring a Care Plan Package will require an Inspection to assess the cover required.

Any apparent faults arising from the Inspection will need to be rectified before the Care Plan Package can commence and we can offer you a Care Plan Package.

These recovery actions will be chargeable and will not be carried out under the terms of the Care Plan.

4. General conditions – Cancellation

4.1 Your cancellation rights

You may cancel your Care Plan with us at any time by writing to TSL Heating & Plumbing, Unit 1 Hill Street Industrial Estate, Ty Coch, Cwmbran NP44 7PG.

Cancelling your direct debit without telling us does not mean that you have cancelled the agreement. You will be liable for cancellation charges (see 4.2). If you cancel within 14 days of starting the Care Plan Package we will give you a full refund of all monies that you have paid us but you will be charged for the Inspection at the current rate. Current rates are available by phoning TSL Heating & Plumbing on 01633 865903. If you cancel after the first 14 days of starting the Care Plan Package and pay by direct debit we will provide you with cover to the end of the paid period including the one month notice period. We will then cancel the Care Plan Package and take no further payments. If you have had work carried out you will be charged at our normal rates for that work you will also be charged for the Inspection. You will be liable for cancellation charges.

4.2 Cancellation charges

If you cancel your agreement you will be liable for cancellation charges up to the total annual payment due, less any direct debits plus an administration charge of £30.00 including VAT.

Cancellation Charges will not apply if you are moving Home and have provided us with at least one month's notice.

4.3 Our cancellation rights

We may cancel the Care Plan Package for the following reasons:

- If you have given us false information;
- If you do not make an agreed payment;
- If we find something wrong on the Inspection;
- If there are health and safety issues;
- If you do not arrange adequate access to your property in good time;
- If we are not reasonably able to get parts because they are not made for your boiler/system anymore;
- If permanent repairs or improvements are needed and not completed;

5. General exclusions that apply to all agreements

5.1 Design or workmanship defects

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults, (unless we are responsible for the system design faults). Faults which exist before you enter a Care Plan Package with us or faults which we could not have, using reasonable care and skill, identified on our Inspection or a repair call out to your system or appliance. For example, this would apply to pipes buried under concrete floors that have been installed incorrectly without wrapping or movement protection.

5.2 Accidental damage, third party damage and damage from deliberately taking risks

We will not cover the costs relating to the damage caused by you. If work is carried out on your system or appliance by someone other than us, (whether following our advice or not) which results in damage to that or another part of your system because of poor workmanship, the repair will be excluded from your agreement.

5.3 All other loss and damage

Unless we cause it, we will not be liable for any costs arising from loss or damage to your property as a result of your appliance or system breaking or failing, including any cleaning needed or damage to fixtures and furniture, (for example, damage caused by water leaks).

5.4 Making good

We will fill in any holes and leave the surfaces level if we have had to make access to your system or appliance so we could carry out a repair. We will not replace the original surface or construction (for example, decoration).

5.5 Risks normally insured under household or other insurances

Except and only to the extent specifically stated as included under your agreement, we will not include the repairing of faults or damage or the replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accidents, fire, lightning, explosion, flood or storm. You should check your household

insurance to make sure you have enough cover for these risks. If anything, specifically stated as being included in your agreement is also included under any other insurance or maintenance contract you hold, the repair will be the responsibility of your other insurer or maintenance provider. In the event of a joint responsibility with your other provider we will only ever be responsible for our fair share and to the extent of the obligations of the agreement.

5.6 Third party rights

Nobody other than the Person/s named on the agreement will be able to benefit from your Care Plan Package, which cannot be transferred to someone else.

5.7 Other exclusions

We will not cover the following in the Care Plan Package:

- We will not cover the cost of gaining access to your system or pipeline if it is not accessible, for example concealed pipework;
- Replacing any bathroom fittings, fixtures, showers or sanitary ware;
- Upgrades that you may want to have carried out to improve your appliances or system;
- Replacing or repairing parts that do not affect the way your appliance works or decorative or specialist parts;
- Resetting controls (for example adjusting room thermostats or programmers due to the seasonal clock changes);
- Removing asbestos associated with repairing the appliance or system. By law the person who removes the asbestos must give you a clean air certificate. If you have the asbestos removed you must provide us with a Clean Air Certificate before we will do any more work in your property;
- Cash alternatives instead of a service, maintenance or repair;
- Repairing or replacing any lead, steel or central heating iron pipes. This does not apply to your gas supply pipe from meter to appliance if covered in your agreement;
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services;
- Beginning or continuing services where we believe there is a significant health and safety issue, including the presence of hazardous material, infestations, or harassment of our staff (physical or verbal). We will not start work again until these issues have been addressed and resolved;
- Loss of or damage you may suffer to your systems if radio frequency allocations are subsequently altered by others that interfere with your system or its controls;
- Replacing any batteries in your system controls.
- Removing sludge or hard water scale from your system or appliance;
- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs or a power-flush are needed to help make your appliance or system work properly;
- Repairing or replacing flues or terminals that are not directly part of the appliance flue system;
- Servicing and maintenance of electric boilers, oil boilers, warm air heaters, cookers or fires;
- Any boilers over 70kw and not for the purpose of domestic use.

6. Complaints

We will always aim to do our best but unfortunately there may be times when things go wrong. If you have a complaint about any part of our service or products, please phone us on 01633 865903 or write to us at:

TSL Heating & Plumbing,
Unit 1 Hill Street Industrial Estate,
Ty Coch, Cwmbran NP44 7PG.

Where we cannot resolve, any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or via their website:

<http://www.disputeresolutionombudsman.org/membership/whichtrustedtraders/>