

# Watson

*Heating Service Plans*

*All you need to know...*

**SERVICE PLAN  
TERMS & CONDITIONS**

INSTALLATIONS | BREAKDOWNS | REPAIRS | SERVICING | MAINTENANCE

Inside this booklet you will find each plan that we provide, what's included and what's not covered. You will also find out how to make a complaint if you are not happy with the plan and all the useful information you will need if you need to contact us.

Please read these terms and conditions carefully and call us if there is any changes you would like to make or queries you have about the plans.

**Call us on: 01461 202332**

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# Definitions

**"We"**, "us" **"WPH"** or **"Watson Heating Service Plans"** means Watson Plumbing and Heating Services Ltd a business with office at Unit 3, Nivens Quay, Annan DG12 6BN, Registered Company Number - SC594387 and "our" shall be interpreted accordingly;

**"You"** "you" means the customer of Watson Plumbing and Heating services Ltd. and **"your"** shall be interpreted accordingly. Where the customer is more than one individual, each of you will be equally responsible for complying with any obligations on "you" under this Agreement, including payment of the Price;

**"Contract"** means the agreement between you and us, whereby we are agreeing to provide the Services and you are agreeing to pay the price. The Contract incorporates these terms and conditions and does not include any previous representation, promise or agreement whether given in writing or orally;

**"Price"** means the price you have agreed to pay for the Services as set out in the Terms and Conditions and as later varied in accordance with this Contract;

**"Services"** means all and any services supplied by us to you as part of the Heating Service Plan.

**"Premises"** means the property which shall benefit from the Cover as specified in the Policy Order Confirmation.

# Additional Services

## Additional services we provide:

We offer a full range of work's for your plumbing and heating requirements including...

- Bathrooms
- Outside taps
- Kitchen works
- Radiator's and valves
- Boilers
- Underfloor heating
- Boiler servicing
- Landlord safety checks
- 24/7 Call outs

...and much more, for any information on any of our service's please call

01461 202332

# What you get with your ...

# Service Plan



## Service Plan



Gas

£ 15 per month\*

Oil

£20 per month\*

### Includes

- Service reminder
- Annual Service/Landlord Safety Check
- Free call outs
- Temporary electric heaters
- 24 hour call out
- 20% Discount on all plumbing labour

## What's included

- ✓ We send you a reminder when your appliance is due for a service.
- ✓ 1 x annual service or Landlord safety check for a single appliance (unless appliances are added to contract or caravan plan where all appliances are covered)
- ✓ Service certificate.
- ✓ Free 0800 24hr call out number, so it doesn't cost you a penny to call us if you need us.
- ✓ If your appliance breaks down and we need to get you a part, we provide you with electric heaters until you're back up and running.
- ✓ If your appliance is within its warranty/guarantee period, we call the manufacturer and arrange them to attend.
- ✓ We will arrange manufacture call out if under warranty

## What's not included

- ✗ Repair and parts costs.
- ✗ Call outs for any reason except appliance breakdown/fault.

Terms and Conditions Apply. All plans include 20% Discount on all plumbing labour  
For new customers, if we fix your boiler receive 20% off when you take out a service plan.

\*to add an appliance (eg, fire) to a plan +£6 (gas)

For further terms and conditions please see 'General Terms and Conditions'.

# What you get with your ...

# Protection Plan

## Protection Plan



Gas

£20 per month\*

Oil

£30 per month

### Includes

- Service reminder
- Annual Service/Landlord Safety Check
  - Free call outs
- Spares/parts included for your boiler\*\*
  - Temporary electric heaters
  - 24 hour call out
- 20% Discount on all plumbing labour

Terms and Conditions Apply. All plans include 20% Discount on all plumbing labour  
For new customers, if we fix your boiler receive 20% off when you take out a service plan.

\*to add an appliance (eg, fire) to a plan +£6 (gas)

## What's included

- ✓ We send you a service reminder when your appliance is due for a service.
- ✓ 1 x annual service or Landlord safety check for a single appliance (unless appliances are added to contract or caravan plan where all appliances are covered)
- ✓ Service certificate.
- ✓ Free 0800 24hr call out number, so it doesn't cost you a penny to call us if you need us.
- ✓ If your appliance breaks down and we need to get you a part, we provide you with temporary electric heaters until you're back up and running.
- ✓ Repairs included for your appliance up to a value of £500 per year (within boiler casing).

## What's not included

- ✗ Repair or parts costs for the rest of your heating/water system.
- ✗ Any damage caused by sludge.
- ✗ Any damage caused by limescale.
- ✗ Any costs arising from accidental damage.
- ✗ If repairs value exceed's £500 per year (you pay the difference) or we can provide you with a quote to fit a new appliance.
- ✗ Call outs for any reason except appliance breakdown/fault. An

For further terms and conditions please see 'General Terms and Conditions'.

# What you get with your ...

# Heat Care Plan

## Heat Care Plan



Gas

£30 per month\*

Oil

£35 per month

### Includes

- Service reminder
- Annual Service/Landlord Safety Check
  - Free call outs
  - Spares/parts included for your full heating system: boiler, radiators & valves
    - Temporary electric heaters
    - 24 hour call out
- 20% Discount on all plumbing labour

Terms and Conditions Apply. All plans include 20% Discount on all plumbing labour  
For new customers, if we fix your boiler receive 20% off when you take out a service plan.

\*to add an appliance (eg, fire) to a plan +£6 (gas)

## What's included

- ✓ We send you a service reminder when your appliance is due for a service.
- ✓ 1 x annual service or Landlord safety check on single appliance (unless additional appliances are added to contract).
- ✓ Service certificate.
- ✓ Free 0800 24hr call out number, so it doesn't cost you a penny to call us if you need us.
- ✓ If your appliance breaks down and we need to get you a part, we provide you with temporary electric heaters until you're back up and running.
- ✓ Repairs included for your appliance and heating system up to a value of £500 per year.

## What's not included

- ✗ Any damage caused by sludge if we recommend a powerflush on initial survey.
- ✗ Any damage caused by limescale.
- ✗ Any costs arising from accidental damage.
- ✗ If repairs value exceed's £500 per year (you pay the difference) or we can provide you with a quote to fit a new appliance.
- ✗ Cost's for part's and repair's on underfloor heating systems.

For further terms and conditions please see 'General Terms and Conditions'.

# General Terms and Conditions

## What's is to be provided to you by us:

We have agreed to provide you with a service in return for you paying the price of applicable contract in accordance with these terms and conditions.

In the event that we are required to supply and services under the terms within the contract we shall do so with reasonable skill and care. You acknowledge that we may have to sub-contract the provision of certain services to a third party contractor who have the necessary expertise and qualifications required to perform such services. In circumstances where we have appointed third party contractors we are responsible for ensuring that they supply the services with reasonable skill and care.

A service reminder is included in your contract and will be provided by us through email, post, telephone or text message.

An annual service and/or landlord safety check is included in your contract and will be provided by us. We aim to complete the first service within 30 days of the commencement of your contract. However as we give priority to breakdowns, we cannot guarantee that an inspection will be carried out within that time frame. If existing service/landlord safety check customer then annual inspection date shall remain the same.

You will receive unlimited call outs for the appliance that's covered by the contract. All other call outs will be charged at applicable rates.

We aim to provide emergency call outs within 24 hours, although we will aim to respond the same day.

If your appliance that is covered by the contract breaks down, we can provide you with temporary electric heaters (max three per property) until your appliance is fixed. Electric heaters will be annually PAT tested for safety. If electric heaters are not returned or returned damaged to us by you, you will be charged at a rate of £20 + VAT per heater.

If you are covered by our Protection Plan, this also provides you with a value of up to £500 annually for repairs including components, parts integral to the casing of the appliance and labour.

If you are covered by our Heat Care Plan, this also provides you with a value of up to £500 annually for

repairs including components, parts and labour for your full heating system, including boiler, radiators, valves, controls and central heating pipe work.

When you sign up to this contract (until it is cancelled) you will receive a discount of 20% discount on labour for any plumbing and heating works carried out in the property that is signed up. This offer cannot be transferable to another property.

## Exclusions:

We will not include any underfloor heating type systems in Service Plans, However we can cover the appliance on the Service Plan or the Protection Plan. The Heat Care Plan can still be applicable if there are radiators on the system and it will cover everything up to the underfloor heating manifold/underfloor heating pump, it will also exclude all parts, thermostats, controls, actuators included on an underfloor heating type system.

We will not include any solid fuel burning appliance in Service Plans. The Heat Care Plan can still be applicable if there are radiators on the system and will cover everything up to the solid fuel burning appliance, it will also exclude all parts, thermostats and controls connected to/wired to a solid fuel burning appliance.'

Removing/Flushing scale and sludge from your system. The costs incurred for repairing and replacing parts, and/or breakdowns due to scale and sludge damage.

In the event we are unable to repair your appliance due to obsolete parts, damaged beyond repair or over the £500 ("the limit") value limit, we will provide you with a free no obligation quotation to replace it.

Hot water cylinders, immersion heater, pressurised (unvented) hot water cylinders and header/expansion tanks.

Equipment being recalled by manufacturer.

Claims arising from using your appliance/equipment in a commercial environment unless otherwise stated in your contract.

The cost of repairs relating to damage caused by you or someone else. A call out where there is no access to property and no contact has been made o let engineer know.

Claims arising from acts of God.

The costs of replacing and items that are intended to be replaceable, batteries, fused, filters etc.

Modifications or servicing which is not in line with manufacturers instructions.

Costs arising from not following manufacturers instructions. Turning on the equipment and adjusting or resetting the switches or controls.

Costs arising from any problems with the supply of electricity or water. Loss or damage caused by your equipment if not working.

Repairing any damage caused by how the system works/performs. Any water pressure adjustments on sealed systems, unless it is connected with a repair that is covered by the contract.

Claims arising on any equipment which is not working in accordance with manufacturers instructions when you applied for the contract.

Any upgrade/improvement works required as a result of legislation (health and safety, Gas safe, OFTEC or otherwise) or to meet current standards. The costs of repairs needed because of design faults or other faults which existed before you entered into the contract.

Removing asbestos associated with repairing any appliance or system. When you have any asbestos removed you must provided a clean-air certificate before we will carry out further work at your property. (by law the person who carries out the asbestos removal, must issue you with a clean-air certificate)

Cash alternatives for repairs or servicing/maintenance.

Burst pipes/leaks caused by vermin.

Any claims made within 30 days of cover or prior to your first inspection (which ever is sooner) will be deemed by us to be an existing fault and will not be covered by this contract.

Cover will start from when you receive an letter of acceptance from us.

LPG bottles or controllers and change over valves.

Oil tanks or fuel supply to appliances..

## Duration of Plan:

Cover will start from when you receive an letter of acceptance from us. The contract shall last for an initial period of 12 months ("the initial period").

After the initial period, unless you have cancelled the contract by giving us 2 calendar months notice in writing, the contract will automatically renew for a further period of 12 months and thereafter on a 12 month basis.

## Price and what is to be paid:

The price to be paid is as stated in this booklet by the appropriate plan, all prices are inclusive of VAT. From time to time we may need to increase the price of our services. We will give you at least one month notice of any incoming price increase and make it very clear when the price increase will take effect. During this period you will have your usual right to terminate your plan in accordance with the terms and conditions.

Payments will be made by direct debit and will be deducted from your account on the 1st of each month, adding up to 12 payments per year. Payments will be made via a direct debit administrator called 'Go Cardless'. Terms and conditions of their services can be found at [www.gocardless.com](http://www.gocardless.com).

When the contract automatically renews the payments will be automatically renewed as well. We will, where possible inform you of costs of anticipated works prior to authorising such works to be carried out. By allowing us to authorise the works you agree to pay us for the works carried out in accordance with this contract which exceeds the contract limit.

We reserve the right to charge interest on any overdue payments at a rate of 8% per annum above the base rate of Clydesdale Bank. The base rate from time to time in force both before as well as after any judgment being obtained in relation to such outstanding payment.

## Cancellation rights:

You can cancel this contract within the two weeks cooling off period. The two weeks period starts on the day after the date on your agreement letter. The first months payment will be non-refundable. You cannot cancel this contract after the cooling off period without incurring the cost detailed in section "Consequences of termination". To cancel the contract you will need to send a letter to us at least two calendar months before

# General Terms and Conditions

the cessation date the payments are to end. You can send a letter by post, email or personal delivery.

The first month's payment will be non-refundable, and there will be an administrative charge of £15 + VAT.

## Contact details:

Cancellations, our address is Unit 3, Nivens Quay, Annan DG12 6BN. Our email address is info@watsonheating.co.uk.

Complaints or comments. If you have any complaints about the services or any aspect of the way we have administered the contract please contact us in writing to the above address. All complaints must be intimated in writing within 21 days of the issue of the complaint arising.

## Our obligations:

Provided we have received payment in full from you of all sums due from you to us under this contract we shall provide the services included within the contract as in accordance with the terms of this contract, including our other obligations as detailed in this clause.

As stated before, we shall carry out an annual service/ landlord safety check on the appliance/s covered by the contract. We aim to conduct this within 30 days of the commencement of the initial period of the contract. If on first inspection carried out by us reveals a problem, we may: tell you what work is needed and what it will cost you for the work to be done.

Offer you the Service Plan which does not include parts causing the problem or cancel the contract.

If the engineer does not have the parts required on the day, most parts can be obtained the next working day from our suppliers. Other wise we will do all we reasonably can to find parts from our suppliers. We may use an approved alternative or parts that have been reconditioned with a warranty. Nothing under this contract places us under an obligation to use new parts for any repairs.

One of our approved engineers will usually carry out the work. In some cases we might authorise a suitably qualified contractor to carry out the work.

We shall provide the services using conventional or traditional components or those using other components (such as plastic barrier pipes) which are on our approved list.

We will meet our responsibilities under this contract within a reasonable time unless it is impossible for us to do this because of circumstances outside our control. In particular, we will not be responsible for any delays caused by our suppliers or their agents.

## Your obligations:

You acknowledge and agree that for us to be able to provide the services you shall: co-operate with us as we reasonably require; make available to us the facilities, resources and working space as we reasonably require to perform the services and that such space and the immediate area is kept clear of obstruction, adequately lighted and marked in a way required by the engineer to ensure that no one enters the area; and ensure that we have easy access to the items which are to be inspected or which require maintenance work.

We may charge you for additional reasonable costs and expenses incurred by us caused by your instructions, failure to provide instruction, or failure to comply with your obligations.

If the manufacturer of your appliance has recommended that inspections are conducted on a more regular basis than your plan provides for it is your responsibility to arrange additional inspections with us at your own cost. We aim to conduct additional inspections when requested provided that you agree to pay any additional costs which are incurred.

You must insure that your building and contents insurance is up to date to make sure you have appropriate cover for all usual insured risks such as the cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm and the cost of repairing damage caused by changes to, or problems with, the gas, electricity or water service.

## Termination of the contract:

We may terminate (i.e cancel) this contract if, in our opinion, you have given false or exaggerated information. If you do not make an agreed payment or fail to do so by

the agreed method then the contract will be deemed void. If in our opinion, we are not reasonably able to keep your system working safely or cost effectively, or in our opinion circumstances have arisen which makes it inappropriate for us to continue providing the contract. If you become insolvent or if an order is made or a resolution is passed for the winding up (if you are a limited company), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of your assets or business, or if you make any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

## Consequences of termination:

If you cancel this contract with us, we will not give you a refund. If you cancel this contract with us within the two weeks cooling off period and we have already carried out any works, you will be charged for the works carried out together with an administration fee of £15+VAT. If you cancel this contract you must pay the remainder of the 12 month contract in full plus a £15+VAT administration fee will be due to us by you.

## Guarantee:

Our guarantees do not affect your legal rights.

## Limitation of liability:

We aim to carry out the services with reasonable care and skill. If any part of the works provided is performed negligently or in breach of the provisions of this contract then, on your request, we will re-perform the relevant part of the service. We will not be liable to re-perform any part of the service which we have performed negligently or in breach of this contract unless you notify us in writing to our contact address.

Except in the case of death or personal injury caused by our negligence, our liability under or in connection with this contract whether arising in contract, negligence, breach of statutory duty or otherwise howsoever shall not exceed the price you have paid us.

Except to the extent permitted by law, we will not be liable to you for any indirect or consequential loss, damage, or expenses (including loss of profits, business or goodwill) howsoever arising out of any negligence or breach of the contract on our part and we shall have no liability to pay any money to you by way of compensation other than to refund to you the price you have paid to us.

Any provisions on this contract which seek to exclude or limit the liability of the seller for breach of the terms implied by the Consumer Rights Act 2015 (as applicable) shall not apply where you are entering into this contract as a consumer.

We shall not have any liability under or be deemed to be in breach of this contract for any delays or failings in performance of this contract which result from circumstances beyond our reasonable control. If affected by such circumstances, we shall promptly notify you when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than four months, we may terminate this contract.

## General matters:

Entire contract. This contract sets out the whole of your contract relating to the supply of the services to you by us. Nothing said by any salesperson, agent, employee, director or other representative on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services to be supplied by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for such representation being untrue or misleading.

Invalidity. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected. Law and Jurisdiction. The validity, construction and performance of this contract shall be governed by Scottish Law and shall be subject to the exclusive jurisdiction of the Scottish Courts to which you and we submit. Variations to this contract. These terms and conditions are subject to change at any time without prior notice. However, we shall notify you in writing of all changes to your contract.

# Useful Contact Numbers

**Gas Escape**  
Scottish Gas Network / Transco  
**0800 111 999**

**24 Hour Call Out Number**  
**0800 1930704**  
[info@watsonheating.co.uk](mailto:info@watsonheating.co.uk)  
[www.watsonheating.co.uk](http://www.watsonheating.co.uk)

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