



# Premier Care Terms and Conditions

## 1. Interpretation.

1.1

In this agreement the following words or phrases shall bear the following meanings.

(1)

**Agreement:** means this agreement incorporating the Schedule and these terms and conditions between you and us.

(2)

**Annual Service:** means an annual safety and efficiency inspection of the boiler including a performance test, control checks and flue test together with a strip down and clean if deemed necessary by our Engineer which may be carried out up to 14 days before the anniversary of the last service.

(3)

**AMPH:** means A Mellor Plumbing & Heating Ltd

(4)

**Boiler:** the boiler or boilers identified in the Schedule (may be amended by agreement from time to time).

(5)

**Boiler Breakdown:** means an unforeseen malfunction of the boiler or boiler controls rendering the system inoperable or a leak within the boiler.

(6)

**Boiler Controls:** means the time control, water circulating pump, motorized valves or room thermostat (but excluding wireless room thermostats).

(7)

**Boiler Services:** means the annual service and provision of safety certificate (where applicable) and (if applicable pursuant to the service option selected) the provision of emergency service for boiler breakdowns (including the provision of parts and labour) in respect of the boiler (up to a maximum 60kw output) and boiler controls as listed in section 4.

(8)

**Commencement Date:** the date this agreement commences pursuant to clause 2.3;

(9)

**Engineer:** Means a Hetas, Oftec or Gas Safe Registered Engineer (as applicable) engaged by AMPH.

(10) **Fees:** means the monthly fees you will pay to us in accordance with the Agreement for providing the boiler services as set out in the Schedule.

(11) **Heating System:** means any part of the central heating system (such as the hot water cylinder, radiators, cold water tank its feeds and outlet) other than the boiler and boiler controls.

(12) **Immediately Dangerous:** means where we are of the opinion that the boiler if operated or left connected to a gas supply may represent an immediate danger to life or property.

(13) **National Gas Emergency Service Call Centre:** Means the 24 hour UK based service centre for gas enquiries.

(14) **Property:** Means the property or properties where the Boiler is located as set out in the Schedule (or such other properties as may be added from time to time).

(15) **Safety Certificate:** Means an annual landlords safety certificate in respect of the boiler (where such is required by law) which may be provided up to 14 days before the expiry of the current certificate .

(16) **Schedule:** Means the Schedule attached hereto detailing the property or properties to be covered, the boiler(s) and the fees as may be amended or updated by you from time to time.

(17) **Tenant:** Means any of your tenants residing at the property.

(18) **We/Us:** Means AMPH.

(19) **You:** The customer identified in the Schedule overleaf. References to “your” should be interpreted accordingly.

(20) **Priority care:** Premier care customers will be given priority over non premier care customers for all types of plumbing and heating works not covered in their chosen package.

1.2

Any reference in this agreement to a statutory provision shall be deemed to refer to such provision as amended or re-enacted from time to time.

## **2. Boiler Service Agreement.**

2.1

You appoint AMPH to provide the Boiler Services for the term of this agreement.

A Mellor Plumbing & Heating Services Ltd

Unit 6, Bluepits Mill

Queensway

Rochdale

OL11 2YW

TEL: 01706 351006 / 0300 400 5422

2.2 The boiler services under this agreement shall commence upon receipt of your first installment of fees by direct debit (or in the case of upfront annual payment on receipt of that ( Payment ).

2.3

The boiler services under this agreement shall include those matters set out in clause 4 (what is Covered) but shall exclude those matters set out in clause 5 (what is not covered).

### **3. Term of the Agreement.**

3.1

The term of this agreement commences upon the date specified in clause 2.2 and continues until terminated in accordance with the provisions of clause 9 below.

### **4. What is Covered**

4.1

In consideration of payment by you of the fees, the following services shall be provided ( you should refer to the schedule in respect of service option selected )

#### **Premier care 1 (boiler of any age)**

- (1) The annual service;
- (2) The provision of the annual gas safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00
- (3) **In the event that this option is taken and the certification is required within 9 months of the date of commencement the full annual fee will be payable in full prior to any service or certificate being provided.**

(4) Priority care

#### **Premier care 2 (boilers up to 3 years old only)**

- (1) The annual service.
- (2) The provision of the annual gas safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00.
- (3) Emergency attendance (subject to limit of 2 call outs per 12 month period) by an engineer in the event of a boiler breakdown (normally within 5 hours for an uncontrollable leak and 24 hours for other breakdowns).
- (4) The replacement of any faulty components within the boiler casing identified as requiring replacement at a call out under (3)(providing replacement parts are generally available).
- (5) The replacement of the boiler provided the boiler has been regularly serviced, we are satisfied at a service call out under (3) that the boiler is less than 3 years old and we cannot repair it or it would not be economic to repair it. If the boiler is more than 3 years old or has not been regularly serviced, you will be entitled to a £400 discount on the costs of supply and installation by us of a replacement boiler .
- (6) Priority Care.

#### **Premier Care 3 (Boilers over 7 years old):**

- (1) The annual service.
- (2) The provision of the annual safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00.

(3) emergency attendance (subject to limit of 2 call outs per 12 month period) by an Engineer in the event of a boiler breakdown (normally within 5 hours for an uncontainable leak and 24 hours for other breakdowns).

(4) The replacement of any faulty components within the boiler casing (to a maximum value of £250.00) identified as requiring replacement at a call out under ( providing replacement parts are generally available ).

(5) Priority care.

**Premier Care 4 (all gas boilers) :**

(1) The annual service.

(2) The provision of the annual safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00.

(3) Emergency attendance (subject to limit of 2 call outs per 12 month period) by an engineer in the event of a boiler breakdown (normally within 5 hours for an uncontainable leak and 24 hours for other breakdowns).

(4) The replacement of any faulty components within the boiler casing (to a maximum value of £250.00) identified as requiring replacement at a call out under

(3) ( providing replacement parts are generally available ).

(5) Covers central heating pipes, radiator valves and radiators.

(6) Priority care.

**Premier Care 5 (Boilers up to 5 years old only):**

(1) The annual service.

(2) The provision of the annual safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00.

(3) Emergency attendance (subject to limit of 4 call outs per 12 month period) by an engineer in the event of a boiler breakdown (normally within 5 hours for an uncontainable leak and 24 hours for other breakdowns).

(4) The replacement of any faulty components within the Boiler casing identified as requiring replacement at a call out under (3)(providing replacement parts are generally available).

(5) The replacement of the boiler provided the boiler has been regularly serviced, we are satisfied at a service call out under (3) that the boiler is less than 5 years old and we can't repair it or it would not be economic to repair it. If the boiler is more than 5 years old or has not been regularly serviced, you will be entitled to a £400 discount on the costs of supply and installation by us of a replacement boiler.

(6) Priority care.

**Premier Care 6 (Boilers up to 7 years old only):**

(1) The annual service.

(2) The provision of the annual safety certificate where such is required by law and the boiler passes the safety inspection for a fixed fee of £10.00.

(3) Emergency attendance (unlimited call outs) by an Engineer in the event of a boiler breakdown (normally within 5 hours for an uncontainable leak and 24 hours for other breakdowns).

(4) the replacement of any faulty components within the boiler casing identified as requiring replacement at a call out under (3) (providing replacement parts are generally available).

(5) The replacement of the boiler provided the boiler has been regularly serviced, we are satisfied at a service call out under (3) that the boiler is less than 7 years old and we can't repair it or it would not be economic to repair it. If the boiler is more than 7 years old or has not been regularly serviced, you will be entitled to a £400 discount on the costs of supply and installation by us of a replacement boiler

(6) Priority care.

## **5. What is not covered**

### 5.1

The following are excluded from all service options and do not form part of the boiler services.

(1) The cost of repairs due to physical damage.

(2) Any costs associated with sludge, lime scale or other blockages or deposits save where we have carried out a power flush which remains under guarantee at the time of the blockage (power flush is available at additional cost)

(3) Cost of repairs or replacement parts necessary due to design faults in the boiler.

(4) Costs of replacement parts due to parts not being fitted according to manufacturer's recommendation.

(5) The costs of any improvement or upgrades to the boiler which may be necessary in order to meet current or future legal or regulatory standards;

(6)

Repairs to any steel or lead pipe work;

(7)

The repair or replacement of any part or parts (including but not limited to decorative parts) that are not essential to the operation of the Boiler or Boiler Controls.

(8)

Repair or replacement of any additional boiler at the Property not listed in the Schedule.

(9) The costs of any repair or replacement relating to damage by fire, explosion, structural repairs, subsidence, theft or attempted theft, demolition or alteration to the Property.

(10) The costs of repair or replacement arising from hostilities, war, riots, or acts of God.

(11) The costs of repair or replacement arising from any damage or defect caused by animals or insects.

(12) The costs of repair or replacement arising from negligence of you or any occupier of the Property including but not limited to any tenant.

(13) The costs of repair or replacement where damage is a result of normal corrosion or deterioration;

(14) The costs of re-setting timers or controls of the boiler due to seasonal time differences or inability of you or the tenant or occupier of the Property to operate.

- (15) The costs of re-pressurising sealed heating systems.
- (16) The costs of repair or replacement due to problems or damage caused by interruption in supply of utilities.
- (17) Warm air heating systems.
- (18) combined cooking and heating appliances, eg Rayburn or Aga's.
- (19) The costs of repair or replacement of any parts forming the heating system
- (20) The costs of any repair or replacement where the property has remained unoccupied for a period of 60 consecutive days or more.
- (21) Mobile homes, bedsits, properties in multi occupancy, properties with more than 6 bedrooms, properties shared by more than 6 tenants or 1 family.
- (22) The costs or repair or replacement arising from facts or matters which in our reasonable opinion were or should have been known to you before the commencement of this agreement.
- (23) The replacement of parts where, after a reasonable search for stock we are unable to source the parts from a reputable supplier.
- (24) Boiler breakdowns not covered for first 30 days unless package is paid in full and the breakdown cost does not exceed value of chosen package.

## 5.2

No cash alternative to repairs or replacement by us is available in any circumstances.

## **6. Access to Boiler On Appointments**

### 6.1

If, in order for us to carry out the annual service or any repair or replacement there are harmful substances (including but not limited to asbestos containing materials) that need to be removed in order for us reasonably to carry out our duties under this agreement you will be responsible for such removal and, if we reasonably require for providing us with evidence of the safe removal including (but not limited to) the provision of safe air test certificates.

### 6.2

Where access to the boiler (or any other part of the property necessary for us to carry out our obligations under this agreement) requires the removal of cupboards, boxing in, tiling, furniture or any other items we will not be liable for any damage provided we have taken reasonable care in removal.

### 6.3

Where our engineer is of the reasonable opinion that the boiler is immediately dangerous you authorise us to disconnect the boiler and mark the boiler "Do not use". If you or your tenant refuses to allow disconnection we will inform the national gas emergency service call centre.

6.4 The annual service will normally be carried out between 9 am and 5 pm Mondays to Fridays and usually between April and September in each year breakdowns will always take priority over the annual service's.

### 6.5

We will arrange with you or directly with your tenant a date and time for attendance to carry out the annual service each year normally in a 2 hour window.

6.6

If you or your tenant is not at the property when our engineer arrives or cancel or re-arrange the appointment within 24 hours of the scheduled appointment time we will charge you a call out fee of £50.00 plus vat.

6.7

If you or your tenant needs to re-arrange an appointment then provided we are given at least 24 hour notice you will not be charged any call out fee.

6.8

We will aim to meet any scheduled appointment times and to attend breakdowns as quickly as possible in order to provide the services to you to a good standard. It may not however always be possible to complete the boiler services within time frames given particularly in the winter months when there may be high volume of breakdowns. We will use all reasonable endeavours to meet our obligations under this agreement as quickly and efficiently as possible and in the event of any delay we will advise you or your tenant as soon as is reasonably practical.

6.9

In the event of severe adverse weather conditions where we deem it is not safe for our engineer to attend any appointment or breakdown we reserve the right to re-arrange any time given but will provide you or your tenant with as much notice as possible.

6.10 We reserve the right to refuse to provide the boiler service where in the reasonable opinion of us or any engineer if you, the tenant or any occupier of the property are behaving or have behaved in an aggressive, threatening or abusive manner to us or an engineer.

6.11 By accepting these terms you are deemed to have given to us your consent to make arrangements for appointments for the annual service or to accept reports of and attend to breakdowns from any tenant directly. We will however seek your authority directly before carrying out any works where additional costs/fees will be incurred such as replacement of the boiler.

## **7. Your warranties, indemnities and obligations.**

7.1

You warrant to AMPH that at all relevant times (including the time of entering into this agreement,) that:

(1)

You are the owner of the property or properties identified in the schedule (or any property or properties added in the future) or are fully and duly authorized to enter into this agreement on behalf of the owner(s).

(2)

The boiler(s) to be subject to this agreement are accurately set out in the schedule and any boiler added to the schedule from time to time will be accurately detailed by you.

(3)

All other information contained in the schedule is to the best of your knowledge true and complete and there are no facts or circumstances of which you are aware

that may affect our decision to enter into this agreement. In the event that any additional boiler is added to the schedule at your request you will advise us of any facts or circumstances in relation to any additional boiler that may affect our decision to add the boiler to the schedule.

(4)

You have notified us in writing of.

(a)

Any mechanical or material defects in the boiler of which you are aware of should be brought to the attention of AMPH.

(b)

Any concerns expressed by third parties in relation to the condition of the boiler

(c)

In the event that any additional boiler are added to the Schedule at your request from time to time the provisions of (a) and (b) above are deemed repeated in respect of any additional boiler.

7.2

You agree to indemnify, keep indemnified and hold harmless AMPH its officers, servants or agents from and against all liability, actions, claims, demands, proceedings, costs, loss and damage (including any direct or indirect loss or loss of profits or damages or compensation paid by AMPH on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the warranties set out at clause 7.1 above.

7.3

You must co-operate with us (and take reasonable steps as are necessary to ensure that any tenant or occupier of the property co-operates with us) in all matters relating to the provision by us of the boiler services. In such circumstances You will be liable to pay to us a call out fee of £50.00 and agree that we may suspend further services under this agreement in respect of the particular property/boiler until such time as safe access is afforded to us.

7.4

You or any tenant or occupier of the property must provide us or any engineer we nominate clear unobstructed and safe access to the boiler for the purposes of carrying out the boiler services. If such access is not provided we may not be able to carry out the boiler services.

## **8. Fees**

8.1

You will be liable to pay to AMPH a monthly fee as set out in the schedule (as may be amended from time to time by addition of or removal of any property/boiler in which case a new schedule will be provided to you) for the provision of the boiler services under this agreement

8.2

The Fees will be payable at the rate stated in the schedule.

8.2.1 Monthly by direct debit to such bank as we shall advise to you in writing.

8.2.2 By one annual lump sum payment



8.3 Any payments due from you to AMPH shall be made without discount, deduction or set-off.

## **9. Termination of the Agreement**

9.1 This agreement may be terminated by you within 7 working days of receipt by you of these terms and the schedule by notifying us in writing at the address set out in the schedule.

9.2

If you cancel this agreement pursuant to clause 9.1 and we have not carried out any work on the boiler or boiler controls we will give you a full refund of any Fees paid to us. If we have carried out any work then you will be liable to pay to us a call out fee of £ 40.00 for any attendance at any property and the costs of any parts supplied and fitted.

9.3

After the period set out in 9.1 this agreement may be terminated by you giving to AMPH or by AMPH giving to you at least 30 days written notice of such termination.

9.4

You may cancel this agreement in writing immediately if we fail to provide the boiler services in a material respect.

9.5

AMPH may immediately terminate this agreement by giving written notice to you to that effect in the event that.

(1)

Any information contained in the schedule is untrue or misleading.

(2)

You breach any of your obligations duties or warranties under this agreement.

(3)

Any representation made or information provided by you or on your behalf to AMPH at any time in connection with the negotiation or continuation of this agreement or in connection with the boiler or boiler controls is found to be incorrect as to a particular which, in the opinion of AMPH, is material.

(4)

You become or are deemed to become insolvent or unable to pay your debts.

(5)

Ownership of a material part of your assets is transferred to a third party.

(6)

Any judgment is obtained against you and remains unsatisfied for more than 14 days or a receiver of any of your assets is appointed or execution, distress or diligence is levied over any of your assets or any part thereof.

(7)

You enter into a voluntary arrangement or an informal arrangement or composition with or execute a deed of assignment or trust for the benefit of your creditors or any of them, or an application for an interim order is presented in

respect of you or you call a meeting with your creditors or any of them for the purpose of rescheduling any of your debts.

(8)

You die or are the subject of a petition for a bankruptcy order.

(9)

Being a company you are deemed unable to pay your debts within the meaning of s.123 of the Insolvency Act 1986 or a petition is filed or a notice given or a resolution passed for the winding up of the company.

9.6

Without limiting its other rights and remedies AMPH may terminate this agreement with immediate effect if you fail to pay on the due date any amount due under this agreement.

9.7

Any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party, nor the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or to continue in force on or after such termination. Save as aforesaid, all rights and obligations of the parties shall cease to have effect immediately upon the termination of this agreement.

## **10. Limitation of Liability**

10.1 Except in the case of death or personal injury caused by AMPH's negligence, AMPH's liability under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sums paid by you under this agreement.

10.2 Except as set out in these terms, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded.

10.3 AMPH shall not in any circumstances be liable to you or to any tenant in contract, tort, negligence, breach of statutory duty or otherwise for.

(1)

Any loss, damage, cost or expenses of any nature whatsoever of an indirect or consequential nature.

(2)

Any loss of turnover, salary wages or other remuneration, profits, business or goodwill incurred or suffered by you.

## **11. How to Report a Boiler Breakdown**

11.1 You or your tenant should call us on the number stated in the Schedule;

11.2 You or your tenant should provide to us your name and the property address and post code in order that we can check that the property/boiler is covered under this agreement.

11.3 You or your tenant should provide us with any identifiable make/model or serial numbers of the boiler and as much information as possible concerning the nature of the breakdown.

11.4 We will then provide you or your tenant with an estimated time for arrival of our Engineer.

## **12. General**

12.1 No relaxation or indulgence which AMPH may extend or may at any time have extended to you shall in any way prejudice or act as a waiver of AMPH's strict rights under this agreement.

12.2 Any notice to be given under this agreement by either party to the other shall be in writing and shall be deemed to have been properly served if:

(1) Left or sent by first class prepaid post to that party's address as mentioned in the Schedule or last known to the party sending the notice.

(2) Sent by facsimile to the current number for that party's address as mentioned in the schedule or last known to the party sending the notice.

(3) Sent by email to the current email address for that party as mentioned in the schedule or last known to the party sending the notice. Any notice sent by first class prepaid post will be deemed served on the second working day after postage. Any notice served by facsimile or by email will be deemed served 1 hour after the time of transmission or, if transmitted outside business hours, 1 hour after the subsequent opening of business.

12.3 No servant or agent of AMPH has any authority to agree any variation of or addition to this agreement unless expressed in writing and signed by a duly authorised representative of AMPH.

12.4 If any of the terms and conditions of this agreement or any part thereof is rendered void for any reason whatsoever it shall be void to that extent and no further.

12.5 Where more than one party is identified as "the customer" in the schedule:

(1) The liability of those parties under this agreement shall be joint and several.

(2) The obligations of AMPH under this agreement shall be sufficiently discharged if performed in relation to any one of those parties and, without prejudice to the foregoing, in all dealings under this agreement AMPH's point of contact with the customer shall be with the party first named as the customer at the address specified in the Schedule.

12.6 You acknowledge that:

(1)

This agreement constitutes the entire agreement and understanding between the parties with respect to all matters which are referred to in it and supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements of whatsoever nature, whether oral or written between the parties in relation to this agreement.

(2)

You do not enter into this agreement in reliance on any warranty, representation, undertaking, stipulation or other provision except as expressly provided in this agreement and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the extent permitted by law.

12.7 The remedies provided in this agreement are cumulative and are not exclusive of any remedies provided by law.

12.8 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

12.9 We reserve the right to amend these terms from time to time. Where any change is to your benefit we will make the change immediately and notify you in writing. In any other case we will give you at least 28 day notice of any change and if you, having been notified of the change wish to terminate this agreement you may do so with immediate effect and we shall refund any Fees paid in advance calculated to the date of termination.

12.10 This agreement and any amendment to it shall be governed by and construed in accordance with English law. You and AMPH agree that the Courts of England are to have exclusive jurisdiction to settle any dispute which may arise in connection with the validity, effect, interpretation or performance of or the legal relationship established by this agreement or otherwise arising in connection with this agreement.

Registered Address: A Mellor Plumbing & Heating Services Ltd, Bluepits Mill, Queensway, Rochdale, Lancashire, OL11 2YW, Tel: 01706 351006, Email: [info@amellorplumbingandheating.co.uk](mailto:info@amellorplumbingandheating.co.uk)