

# Terms & Conditions of the Southern Heating Service and Maintenance contract



## PERIOD OF AGREEMENT

Payments will be taken on the 15th day of each month by direct debit, or the next working day. The contract will run for a period of one calendar year from the date that your first payment is received ('initial term'), subject to the outcome of the engineer's inspection at the initial subject to survey visit being satisfactory. If it is not, we may terminate the contract with immediate effect by notifying you. Any remedial work required following the initial subject to survey visit is not covered by this contract and will be quoted for and charged separately.

If you have more than one boiler, you will be required to have a separate agreement for each boiler.

We will notify you in writing of any changes to pricing or terms and conditions.

## START DATE

Your cover will begin on the date which we process your first payment (15th day of the month). Please note that for any applications received after the 3rd day of the month, cover will not begin until the 15th day of the following month.

## RENEWAL

The contract renewal date will be the yearly anniversary of the date that your first payment is received. Renewal notices will be sent in advance of this date. The contract remains valid if payment is continued. If you pay by direct debit, we will communicate with you four weeks prior to your renewal date to confirm whether you wish to continue with your contract. We will automatically renew your policy at the end of each contract year unless notified not to, in which case the contract will expire. We reserve the right to refuse to renew a contract. Please note if your contract is renewed automatically, you have the statutory right to cancel within 14 days of the renewal date (your 'cooling off period').

## INITIAL INSPECTION

If you choose our Central Heating and Boiler cover, we will inspect your system and appliance to make sure they are safe and in good working order. If the inspection reveals a problem, we may:

Tell you what work is required and what it will cost for the work to be carried out.

Offer you an alternative agreement, or

Cancel the agreement and refund any money you have paid.

If your Appliance is in good working order, our service engineer will carry out the annual service and fill in an inspection checklist to show you what he or she has checked. We will normally do this inspection and service within 28 days or the beginning of your agreement.

## ACCEPTANCE ON TO CONTRACT:

Acceptance of a system or appliance on to a contract does not imply that it is installed satisfactorily or to current standards or codes of practice or that any spare parts required are guaranteed to be available for the appliance.

## YEARLY INSPECTION

### Annual Service and Safety Inspection

We aim to carry out the safety and maintenance inspection around the same time each year where possible, depending on our workload and your appointment preferences. We will contact you approximately one month before your appliance annual service is due with a timed appointment. If this appointment is not suitable you can call us at any time to arrange or rearrange your safety and maintenance inspection.

## CANCELLATION POLICY

We may cancel your agreement if;

You have given false information

We find something wrong on the initial inspection and you decline the remedial works.

We are not reasonably able to find parts to keep your system or appliance working safely, or

Circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

You fail to keep up your monthly payments, you will not be covered in any period where payment has not been received.

You do not allow us access to your property within a reasonable period.

You change your boiler or an appliance that the contract covers.

We retain the right to cancel your agreement at any time should we deem it appropriate.

## If we cancel your agreement:

You will receive a full refund based on how long is left of your 12-month agreement and number of payments received. There will be a minimum charge of £75 if we have carried out the annual boiler service or any other maintenance work.

You have a right to cancel the contract between you and us without giving any reason within 14 days of it being entered. This is known as your 'cooling off' period. In order to exercise your right to cancel you must inform us of your decision by a clear statement (e.g. a phone call, letter or email). You may use the cancellation form below, but you do not have to. All agreements are for 12 months. You may cancel your agreement with us if we consistently fail to do something which we should have done. In this case, you will receive a refund calculated as if we had cancelled the agreement.

## ACCESS:

It is your responsibility to let us into your property. If you do not allow us access to your property to perform the services as arranged, we may charge you additional costs incurred by us as a result.

## SPARE PARTS & REPAIRS

If we do not carry the spare parts your repair requires on the day, we will endeavour to find parts from our suppliers. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original, should we find any boiler parts to be obsolete we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler.

If 4 or more repairs are required on a boiler within any 1-year period, it may be deemed beyond economic repair. In such circumstances, Southern Heating will provide a quotation to replace the boiler with a £250 discount.

## LIABILITY

We will meet our Liabilities under this agreement within a reasonable time unless unable to do so because of circumstances beyond our control. We cannot accept liability for any delays or non-performance of our obligations under this contract as a result of any event or circumstance beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

All services are offered during our normal working hours, Monday to Friday 08:00-17:00. An engineer will normally be with you within 24 hours. Emergency service is available under our 24/7 emergency cover for uncontrolled water leaks or emergencies posing an immediate risk to your health or property. We aim to attend emergencies within your home within 2 hours. We will make good any damage to your property negligently caused by us while providing services. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services (e.g. damage caused by water leaks).

## USING PERSONAL INFORMATION

We will always endeavour to handle your data in compliance with the General Data Protection Regulations (GDPR) and will store any data in a secure server. Information you provide may be used by us to identify you when you contact us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now & in the future. We will retain your information if you are our customer and will send you reminders when you have services due and information about our engineer when en route. If at any time in the future you wish for your information to be removed from our systems, please ask to speak with our Data Protection Officer. We may monitor and record communications with you including telephone conversations and emails for quality assurance, legal, regulatory and training purposes.



# What's Covered?

## Annual Boiler Service & Heating System Health Check

- ❖ Comprehensive annual service on a single natural gas or LPG boiler.
- ❖ A service engineer will inspect the central heating appliance once a year and clean and adjust it as necessary using reasonable care and skill.
- ❖ A visual inspection of the system will also be carried out at this time, and any remedial works actioned or quoted for separately as necessary.
- ❖ Parts to be checked for operational safety & ratios restored to manufacturers guidelines.

## Boiler & Controls

- ❖ Boiler breakdowns & repairs.
- ❖ Heating controls including thermostats, programmers, motorised valves & pumps.
- ❖ The boiler flue including the flue terminal up to 1m in length
- ❖ Boiler replacement cover if less than 7 years old & deemed irreparable.
- ❖ £250 off the cost of a new boiler if more than 7 years old & deemed beyond economic repair.
- ❖ Your gas supply pipe from the meter

## Central Heating System

- ❖ All repairs to the central heating system & primary hot water pipework within the property.
- ❖ Standard radiators & associated valves.
- ❖ External expansion vessels.
- ❖ Pressure relief valves.
- ❖ Gauges & external filling loops.

## Plumbing & Drainage

- ❖ Repairs to the plumbing system within your home including water pipes as they enter the property & throughout the property.
- ❖ Hot water cylinders & their components such as immersion heaters, timers & thermostats.
- ❖ Leaking taps & running toilets.
- ❖ Cold water tanks, ball valves & floats.
- ❖ Ball cocks, siphons, valves & flush handles/buttons.
- ❖ Domestic drainage within the property.
- ❖ Repairing leaks on internal waste pipes

## Home Electrics

- ❖ Repairs to your mains electrical system & wiring within your property.
- ❖ Specifically fuse box, power sockets, isolation switches, doorbells & smoke alarms (mains electrical only).
- ❖ Domestic extractor fans.
- ❖ Replacement of irreparable parts.





## EXCLUSIONS TO THE SERVICE AND MAINTENANCE CONTRACT:

### General Exclusions

- ❖ Inherent defects or inadequacy to the original design and installation of the system/appliance(s) not apparent at the initial subject to survey visit, or from visual inspection, and consequential damage or loss arising from defects (not applicable if Southern Heating installed the entire heating system).
- ❖ Any defects or damage caused through malicious or wilful action, negligence, or third-party interference.
- ❖ Any defects or damage caused by fire, lightning, explosion, flood, storm, frost, impact or other extraneous cause.
- ❖ Any defect or damage occurring from a failure of the public electricity, gas or water supplies.
- ❖ Any increased cost of utilities, loss of water services, loss of earnings, any retrospective cost for items not relating to the repair of the heating components.
- ❖ Removing asbestos associated with repairing appliance or system.
- ❖ Pipework, wiring or flues buried in the fabric of the building including underfloor heating & its components.
- ❖ Replacement of decorative parts.
- ❖ Any works pertaining to spas or swimming pools, including heating systems supplying a swimming pool.
- ❖ Replenishment of chemical treatments.
- ❖ Complete appliance replacement for any reason.
- ❖ Replacement of gas supply pipework.
- ❖ The cost of any improvements to the heating or hot water systems.
- ❖ Replacing/repairing any steel or iron pipes.
- ❖ Making access to the appliance/system that is not deemed reasonable.
- ❖ The replacement of any internet-based controls.

### Boiler

- ❖ Adjustments to time and temperature controls including resetting them or replacing batteries and topping up the pressure on your boiler.
- ❖ Replacement or repair of unvented hot water cylinders, thermal stores, air or ground source heat pumps or fan convectors.
- ❖ Repairing or replacing the flue including the flue terminal if it's over one metre in length

### Central Heating

- ❖ Any work arising from hard water scale deposit, system contamination or damage from aggressive water.
- ❖ Removing sludge or other debris from the system.
- ❖ Replacement of towel rails, Low Surface Temperature, electric and designer radiators, including any associated valves. Decorative radiators include vertical, column, cast iron and curved radiators or any similar non-standard designs

### Plumbing and Drainage

- ❖ Any cold-water storage cistern, external mains water supply, cold water supply pipework. Concealed plumbing/cisterns, plumbing pipework exceeding 28mm in bore, lead pipe, main sewer pipes and any shared drainage.
- ❖ Showers, shower pumps, taps, sanitary ware units and grouting. This includes electric shower units
- ❖ Water softeners, system filters, water meters, macerators, waste disposal units and scale reducers.

### Electrics

- ❖ Power supplies before the fuse box.
- ❖ Electrical appliances, cameras and security devices
- External lighting units
- ❖ Rubber and/or lead cables
- ❖ Complete system rewires
- ❖ TV & speaker systems
- ❖ lighting control systems (dimming), garage control systems
- ❖ Photovoltaic systems (Solar power) & renewable energy
- ❖ Electric vehicle charging points.

## CONTACT

The best way to access our service is by telephone. During office hours 8am to 5pm you will be connected to one of our helpful office staff, at other times you will be directly connected to one of expert engineers.

**01322 836266**

You can also contact us by email  
[info@southernheating.co](mailto:info@southernheating.co)

Or call in at 292 Erith Road  
Bexleyheath DA7 6HJ

**When you contact us please have ready the POST CODE of the property covered**



## **Cancellation Form**

If you wish to cancel your agreement with Southern Heating, during your cooling off period, please complete, and return this form to the address below,

email us at [sales@southernheating.co](mailto:sales@southernheating.co) or alternatively call us on 01322 836 266.

To: Maintenance Contracts Department  
Southern Heating Limited  
292 Erith Road  
Bexleyheath  
Kent  
DA7 6HJ

I/We hereby give notice that I/We wish to cancel my/our central heating agreement.

Customer Reference:

Name:

Address:

Postcode:

Signature:

Date: