



**All for just £17.00 per month**

*With the Smart Call Home Plan, if a problem strikes you can rely on us to get things sorted.*

*We pride ourselves on our values, to provide a quality service at a sensible price. You can pay monthly Direct Debit to spread the cost.*

*For all your HIU Heating and Hot water requirements we have it covered .*

## *YOUR HOME CARE PLAN TERMS & CONDITIONS*

*With 25 Years' experience within the industry we have everything covered to do with Heat Interface units completely under control. We are specialists within the field of Heat interface units and communal systems. From Annual servicing, call outs, repairs, installation and commissioning, working alongside manufactures, you need to look no further than us for all your HIU requirements.*



***We are your One Stop Shop for HIU Repair Service and installation***

*International House, 64 Nile Street, London N1 7SR*

*Helpline Number 020 7459 4141 - Email [homeplan@smartcallplumbingandheating.com](mailto:homeplan@smartcallplumbingandheating.com)*

## **HOME CARE PLAN TERMS AND CONDITIONS**

### **1. These terms**

- 1.1 These are the terms and conditions on which we supply maintenance services to you.
- 1.2 Please read these terms carefully before you submit your request to us. These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### **2. Information about us and how to contact us**

- 2.1 We are Smart Call Plumbing and Heating Ltd, a company registered in England and Wales. Our company registration number is 09873394 and our registered office is at International House, 64 Nile Street, London N1 7SR
- 2.2 You can contact us by calling our customer service team at 020 7459 4141 or by writing to us at [homeplan@smartcallplumbingandheating.com](mailto:homeplan@smartcallplumbingandheating.com).
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

- 3.1 Our acceptance of your request for maintenance services will take place when we email you to accept it, at which point a contract will come into existence.
- 3.2 Your Contract with us is a twelve-month rolling contract and will be automatically renewed when the 12-month term has ended. you need to inform us if you do not want to renew your contract.

- 3.3 We will carry out a survey of your Heat Interface Unit and central heating system prior to agreeing to enter into a maintenance contract with you. If your Heat Interface Unit or central heating systems requires repairs in order to bring it up to the standard we require in order to accept it onto one of our maintenance contracts, we can carry out these repairs for you subject to payment of our standard labour and material charges (as amended from time to time). We reserve the right to reject any boiler or central heating system onto a maintenance contract that we do not deem satisfactory.

#### **4. Your rights to make changes**

The maintenance agreement comes with specific services included depending on the package you choose. If you wish to make a change to any of the services we are providing, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change. You will need to agree to these before we can proceed with the changes.

#### **5. Our rights to make changes**

- 5.1 We may change the services to reflect changes in relevant laws and regulatory requirements and to minor technical adjustments and improvements. These changes will not affect your use of the services.
- 5.2 In addition, we may make changes to these terms, but if we do so we will notify you.

#### **6. Providing the services and what's included**

- 6.1 We will begin the services on the date agreed with you during the order process.
- 6.2 Our maintenance contract will only cover the following items located within your property.
- 6.3 Heat Interface Unit Safety Checks and annual Service (certificate provided)
- 6.4 Heat Interface Unit Working Parts
- 6.5 Heating Controls
- 6.6 Radiator Valves
- 6.7 Unvented Cylinder Safety Devices
- 6.8 Water Leaks from your hot water and heating components Includes pipe work (subject to access)
- 6.9 Shower Repairs (working parts only)
- 6.10 Hot water Repairs
- 6.11 Heating Repairs
- 6.12 Heat Interface Communal Filter cleaning

- 6.13 Internal Heating water pressure re filling
- 6.14 Unlimited Call outs within the 12-month contract period

6.15 **Exclusions**

- 6.16 Communal heating system faults are specifically excluded from all maintenance contracts, because the communal heating system is not maintained by Smart Call Plumbing a Heating Ltd. although we will help to assist as best we can and supply temporary heating upon request if a problem occurs.
- 6.17 Communal Heating system sludge and dirt that affect the performance or working components
- 6.18 Communal Heating contaminated water (that causes damage or performance issues)
- 6.19 Communal Heating Air Locks
- 6.20 Communal Heating Failure
- 6.21 Poor design or Installation
- 6.22 Communal Heating pressure and flow
- 6.23 Third party interference
- 6.24 Heat Interface Unit replacement
- 6.25 Unvented Cylinder Replacement
- 6.26 Internal shower unit replacement
- 6.27 Electrical Wiring
- 6.28 Designer Radiators
- 6.29 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may decide to end the maintenance contract.
- 6.30 We may need certain information from you so that we can supply the repair and maintenance services to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the repair and maintenance services late if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

- 6.31 If you do not pay us for the services when you are supposed to and you still do not make payment within [7] days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. As well as suspending the services, we can also charge you interest on your overdue payments.

## 7. **Your rights to end the contract**

- 7.1 If you change your mind about the maintenance contract, you have 14 days after the day we contact you to confirm the start of the maintenance contract to cancel it, and you will receive a full refund. However, once we have completed at least one visit, you cannot change your mind, even if the period is still running. If you cancel after we have carried out a visit, you must pay us for the services (using our standard hourly rates plus any material charges) provided up until the time you tell us that you have changed your mind.

- 7.2 Even if we are not at fault and you do not have a right to change your mind, you can still end the maintenance contract before any anniversary of the commencement date, but you will have to pay us compensation. If you want to end a contract before it is completed, just contact us to let us know. The contract will end immediately. reasonable compensation for the net costs we will incur as a result of your ending the contract (including but not limited to the full maintenance contracts fees for the year).

## 8. **How to end the contract with us**

To end the contract with us, please let us know by doing the following:

- (a) **Email.us** at [homeplan@smartcallplumbingandheating.com](mailto:homeplan@smartcallplumbingandheating.com) Please provide your name, home address, contract number and your phone number and email address.

## 9. **Our rights to end the contract**

- 9.1 We may end the maintenance contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

- 9.2 If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we will deduct from any money received or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 10. **If there is a problem with the services**

If you have any questions or complaints about the repair and maintenance services we provide, please contact us. You can telephone us on 020 7459 4141 or write to us at [homeplan@smartcallplumbingandheating.com](mailto:homeplan@smartcallplumbingandheating.com).

## 11. **Price and payment**

11.1 The price of the maintenance services (which includes VAT) will be the price set out during the ordering process or in our acceptance of your order for a maintenance contract. Some repair services not included within the maintenance contract will be charged at our standard daily rates plus the costs of any materials used.

11.2 We accept payment by most known major credit and debit cards (not American Express) You must make the first instalment payment of the maintenance contract, before we start providing the services. We will invoice you for the balance of the price which must be made in equal monthly instalments by direct debit via our Worldpay future pay Card system.

11.3 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

## 12. **Our responsibility for Property damage suffered by you**

12.1 Failing to use reasonable care and skill within your property

12.2 When we are providing services at your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage that we discover while providing the services.

12.3 If parts and fittings are obsolete, we will not be able to maintain your heat interface unit or honour your contract in full.

12.4 We only supply the services for domestic, private and Business use.

## 13. **How we may use your personal information**

13.1 ICO Registration ZA484908

13.2 We will use the personal information you provide to us:

- (a) to supply the services to you;
- (b) to process your payment for the services; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

13.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

#### **14. Other important terms**

14.1 We may transfer our rights and obligations under these terms to another organisation.

14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 The maintenance contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

**VAT Registration 271761300 - Company Registration 9873394 – Gas Safe Registration 4697765**

**ICO Registration ZA484908 - Environment Waste Licence CBDU323870**