

Terms and Conditions

What the agreement provides:

- Labour and parts for repairs (depending on the level of service you have selected).
- One service and maintenance inspection during each year of your service plan agreement.
- No limit to the number of call outs to carry out work (depending on the agreement level that you have selected).
- Priority breakdown service.
- A 24hr customer help-line - (for landlines and mobiles) – 07595 027008.
- Advice about your central heating system from our experienced engineers.
- Annual CO alarm safety checks.

Definition of Terms

Application – your request to us to offer you a Care Plan.

Care Plan Inspection – otherwise known as ‘Inspection’ is carried out by an Andy McKenzie Plumbing and Gas Services and will indicate what has been inspected and any results found.

Care Plan – provide a safe, high-quality service, to repair, or maintain an appliance or system.

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 and subsequent years on a boiler or system.

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

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.

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 Andy McKenzie Plumbing and Gas Services, Unit 28 Alpha Freight, Prestwick Airport, Prestwick, KA9 2QA.

2. What we offer

You can choose from one of our Gas or Oil Care Plans to suit your requirements.

- Service Care – covers boiler service only.
- Bronze Care – covers boiler service, boiler repairs only.
- Silver Care – covers boiler service, system controls and central heating system only. (Boiler repairs would be under manufacturer’s warranty)
- Gold Care – covers boiler service, boiler repairs, system controls and central heating system.
- Bespoke care – Designed to your specification
- Heritage Care – When your boiler is 12 years or older. This is a labour and boiler service only plan. Parts are paid for by the customer

3. General conditions that apply to our Care Plans

3.1 Periods of Care Plans

The length of your Care Plan 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 start date.

3.2 Care Plan Price

The Care Plan price will be set out at the start of the agreement and will not change during the period of the Care Plan 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 set up will be a direct debit for monthly payments via Go Cardless. We will also accept annual payments by cheque or Bacs. All of 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 is due to expire. We will cover your system under the Care Plan for the complete agreement term if you choose to cancel your agreement with us at the end of the Care Plan 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 what is included within the Care Plan agreement. Unless you notify us in writing at least one month prior to the end of the Care Plan agreement that you do not wish to renew your Care Plan, we will automatically renew your agreement for another year.

3.5 Domestic use

Care Plans 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 out with our control. If we cannot meet our responsibilities, we will let you know the reasons as to why we cannot meet them. We will also give you another time 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 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 Inspection

Before we accept any boiler/controls or systems on a Care Plan we will carry out a comprehensive Service and Inspection. Any apparent faults arising from the service and inspection will need to be rectified before the Care Plan can commence. These recovery actions will be chargeable and will not be carried out under the terms of the Care Plan. 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 what it will cost to rectify the problem. We may offer you a different Care Plan that does not cover the problematic issue that cannot be covered by a Care Plan, or we may cancel the progression of accepting your appliance or system on any Care Plan. 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 includes an annual service. We will arrange to visit the property around the anniversary of the Care Plan and subsequent years of the Care Plan to 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. If we attend a break down at the property within two months of the service date, we may opt to carry out the service at the same time.

3.9 Gaining access to your property

Our engineers will only work in your property when there is someone there over the age of 18, 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 as a result 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 and you will be liable to cancellation charges.

3.10 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 and you will be liable to cancellation charges.

3.11 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.

3.12 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.

3.13 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 in your new property, please contact Andy McKenzie Plumbing and Gas Services to discuss the options available. A different property requiring a Care Plan will require a Service and Inspection to assess the cover required. Any apparent faults arising from the Inspection will need to be rectified before the Care Plan can commence and we can offer you a Care Plan. 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 Andy McKenzie Plumbing and Gas Services, Unit 28 Alpha Freight, Prestwick Airport, Prestwick, KA9 2QA. Cancelling your direct debit without telling us does not mean that you have cancelled the agreement. You will be liable for cancellation charges (see 5.2). If you cancel within 14 days of starting the Care Plan 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 Andy McKenzie Plumbing and Gas Services on 01292 285306. If you cancel after the first 14 days of starting the Care Plan 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 and take no further payments. If you have had work carried out you will be charged at our normal rates for that work and also be charged for the Inspection. You will be liable for cancellation charges.

4.2 Cancellation charges

If you cancel any Care Plan you have with us part way through your period of agreement and if you have had any work carried out as part of that Care Plan you will be liable to be charged our normal rates for that work and also be charged for the Inspection. The cancellation charges will be the total annual payment due, less any direct debits plus an administration charge of £40.00 including VAT. These charges will not be more than the total cost of the agreement that you are cancelling deducting any amounts that you have paid as monthly direct debits.

4.3 Our cancellation rights

We may cancel the Care Plan 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 into a Care Plan with us or faults which we could not, 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 or cosmetic damage. If work is carried out on your system or appliance by someone other than us, whether or not following our advice, 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 you will be able to benefit from your Care Plan, which cannot be passed to someone else.

5.7 Other exclusions

We will not cover the following in the Care Plans:

- We will not cover the cost of gaining access to your system or pipeline if it is not accessible, for example concealed pipe work;
- 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.
- External pipe work to oil tank
- Oil tank
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity, oil 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, warm air heaters or cookers.
- Any boilers over 60kw and not for the purpose of domestic use.
- Gledhill water storage products
- Heat exchangers including plate to plate type

6. Appointments

- Morning appointment: 8.30am-12.00pm
- Afternoon appointment: 12.00pm-16.00pm

Appointment times may be subject to change. During a particularly busy period, Andy McKenzie Plumbing and Gas Services may have to give priority to breakdowns resulting in your appointment slot could be changed or re-arranged.

7. Priority Breakdown Service

All Care Plan breakdown customers are offered a priority breakdown service.

Andy McKenzie Plumbing and Gas Services will endeavour to attend your breakdown call the same day providing that you telephone before 3 pm Monday to Friday and before 12 noon on a Saturday (between September and March). Calls will not be answered on a Sunday or Bank Holiday, however should you leave an answer phone message during those periods, Andy McKenzie Plumbing and Gas Services we will endeavour to attend the breakdown the following day. This service is only available to care plan customers.

For non-care plan customers

Andy McKenzie Plumbing and Gas Services will attend the boiler breakdown as soon as possible. However priority is given to care plan customers, and if we cannot attend the breakdown the same day that you report the breakdown to us, we will endeavour to attend the following day.

8. Landlords Safety Certificate

By law, landlords must have gas appliances in properties they let checked for safety every 12 months (or every change of tenant). They should also hold a gas safety certificate as proof. Andy McKenzie Plumbing and Gas Services Landlords Safety Certificate service is available to landlords who let out properties for domestic purposes, and includes;

- A gas safety inspection
- Completion of the Landlord Gas Safety Certificate (CP12)
- We provide professional advice if any defects are found

Any other gas appliances in the rented property can be individually serviced or safety - inspected for an extra cost. After the necessary inspections on the selected gas appliances, Andy McKenzie Plumbing and Gas Services will provide you with a gas safety certificate, showing that we have undertaken a safety inspection. The gas safety certificate will include details of any faults found and any repairs that are required. These can be carried out at an extra cost.

9. Landlords Safety Certificate plus Emergency Breakdown Cover

Includes all of the above plus:

- Annual boiler service
- Covers call out, labour and parts
- Priority breakdown service
- Tenant will be able to contact Andy McKenzie Plumbing and Gas Services directly to arrange a visit to the breakdown

Andy McKenzie Plumbing and Gas Services will carry out the safety inspections that are required at the same time as the annual boiler service. Andy McKenzie Plumbing and Gas Services will only check and issue Gas Safety Certificates for the appliances that are included on your landlords agreement.

10. 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 01292 285306 or write to us at:

Andy McKenzie Plumbing and Gas Services, Unit 28 Alpha Freight, Prestwick Airport, Prestwick, KA9 2QA

We will try to deal with the matter immediately, however, if we are unable to then we will always keep you regularly informed as to the progress of our actions or investigations.