

Smart Plan

One-off works
Terms & Conditions



Smart Plan

Please keep these terms & conditions in a safe place for future reference.
For more details about our product offerings, please visit smart-plan.com

Crisis avoided!

Thank you for using Smart Plan

We're extremely happy that you've chosen us to help with your one off repair. Having already helped 15,000 customers and counting keep their home warm and in tip top shape, you're in good hands.



Whilst we'll always do whatever we can to help you, there will be times where it's a little more complicated. That's why it's extremely important that you **read these terms and conditions very carefully.**

At Smart Plan, your privacy and data is of utmost priority. We want to be as transparent as possible to give you full control of how your data is processed and used. Please visit **theboilercompany.com/content/privacy-policy** for more details.

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1. Definitions

The terms and conditions (**'terms'**) apply to the agreement (**agreement**) between Smart Plan (**'us'** or **'we'** or **'our'**) and the customer (**'you'** or **'your'**) for the repair, servicing and or emergency assistance for agreed **services** at **your property**, specified in within these **terms**. Contact us on 0203 8843 558 and / or hello@smart-plan.com

The following word/s will appear in bold throughout the **terms** and will have outlined meanings:

1. Access

Ability of **our** operations to gain entry to the **property** and or **your equipment**

3. Boiler

The single gas/ LPG domestic boiler within the **property**

5. Call-out

When **we** attend the **property** at **your** request, covering the initial 30 minutes of engineer labour and fault diagnosis

7. Cooling off period

14 day period from point of sale where **you** can cancel the **agreement** in alignment with the **terms**

2. Agreement

Services that **we** will provide **you** at **your property**, defined as a **product** and subject to the **terms**

4. Breakdown

The complete failure of **equipment**, whereby **you** are able to request a **call-out**

6. Commercial boiler

A boiler with a kilowatt output is equal to or exceeds 50KW and or when the gas supply from **your** meter/ tank is in pipework equal to or greater than 35mm in diameter

8. Cover plan

Summary of an **agreement** between **you** and **us** for the ongoing provision of **services** by **us**, that is independent of of this **agreement**

1. Definitions

9. Cover Sheet

Document detailing **your cover plan**

11. Diagnosis

Report of fault/s (if any) with **your equipment**, which **we** will use to provide a **quote** for the **works** to rectify

13. Exclusions

Works not included within **your agreement**

15. Product

One or more of the below four services that you have paid us to complete at your property:

- a. Fixed Price Repair
- b. Call-out & diagnosis
- c. Annual Service
- d. Discounted Annual Service & Cover Plan

10. Defect/s

Aspects of the **equipment** with inherent fault/s and or performance failure that are outside the scope of the **terms**

12. Equipment

Aspects of **your property** that have been installed for the purpose of providing hot water and or central heating

14. No-access

When **our** operative has not been able to gain **access** to **your property**

16. Quote

Where **we** provide a valuation for **works** which require **your** authorisation and further payment for completion, that fall outside of the scope of this **agreement**

1. Definitions

17. Regulations

Reference to trade specific compliance body rulings in terms of legislation, competence and or certification adherence (such as but not limited to Gas Safe & NICEIC)

19. Works

Provision for services that do not form part of the **agreement** and fall outside the scope of the **agreement** encompassing valuations for additional **call-out**, labour and materials/ parts

18. Services

Commitments that **we** undertake to deliver at **your property** as outlined and stipulated the **agreement**

2. Product specification

1. Fixed Price Repair

If the product identified within **your** receipt is **Fixed Price Repair** the following terms apply:

(a). We will attend **your property** to identify the fault with **your boiler** and or central heating system and rectify the **equipment's** performance. This may take more than 1 visit to your **property** to complete

(b). The following **exclusions** apply to a **Fixed Price Repair**

- i. Any **works** on the **boiler's** PCB and/or Heat Exchanger(s)
- ii. Removal, repair and or replacement of any radiators
- iii. Any **works** in relation to unvented cylinders, thermal stores, immersion heaters, cold water storage tank/ cisterns, feed and expansion tanks, underfloor heating (including manifold), low loss headers, condense pumps, storage heaters, fan convectors, steel and or cast iron pipework
- iv. **Works** relating to gas, electrical, water supply or booster pumps to **your equipment**
- v. Warm air units, ground source heat pumps, air source heat pumps and or solar equipment
- vi. Any electrical heating systems, solid fuel heating systems and or dual fuels heating systems
- vii. Any repair and or **replacement** of wifi enabled/ internet based equipment
- viii. Any request from **you** to **us**, that involves a

2. Product specification

- ix. Any **works** where the equipment is within the fabric of the building
- x. Any **works** where a fault has been caused by pressurising the system
- xi. Bleeding and or purging of fuel supplies
- xii. Any repair and or replacement where required parts are no longer manufactured

(c). If **our** operatives identify that **you** may have issues with **your equipment** relating to excluded **terms**, we may change your product to **Call-out & diagnosis**, refunding you the difference of £200.00

(d). **We** will provide a **quote** for any suggested improvements to **your equipment** upon completion of the **Fixed Price Repair**

2. Call-out & diagnosis

If the product identified within **your** receipt is **call-out & diagnosis** the following terms apply:

(a). **We** will attend your property to provide a **diagnosis**

(b). If **we** are able to rectify any faults on **your equipment** within the 30 minutes allocated to the **call-out you** will not incur any additional costs

(c). **We** will provide a **quote** after completing a **diagnosis** should any parts and or additional labour be required to rectify faults on **your equipment**

(d). The following exclusions apply to **call-out & diagnosis**:

- i. Any works on cast iron pipework
- ii. Warm air units, ground source heat pumps, air source heat pumps and or solar equipment

2. Product specification

iii. Any electrical heating systems, solid fuel heating systems and or dual fuels heating systems

iv. Any request from you to us, that involves a Commercial Boiler

(d). We will provide a **quote** for any improvements to **your equipment** upon completion of the **Call-out & diagnosis**

i. Any works on cast iron pipework

ii. Warm air units, ground source heat pumps, air source heat pumps and or solar equipment

3. Annual service

If the **product** identified within **your** receipt is **Annual Service** the following terms apply:

(a). We will complete an **Annual Service** on a gas or LPG fired **boiler** within **your property**, in line with **regulations** and provide a certificate upon completion

(b). If there are any faults with the **boiler**, we will not be able to complete the **Annual service**, subject to the following:

i. If faults are identified prior to **our** attending the **property** for the **Annual Service**, we will change **your product** to a **Call-Out & Diagnosis** with your acceptance

ii. If faults are identified whilst **we** are at **your** property we will change **your product** to a **Call-Out & Diagnosis** without requiring **your** acceptance

iii. Should you require an **Annual Service** after faults have been rectified, **you** will need to pay for this

2. Product specification

(c). If **your boiler** is identified to be a **commercial boiler** when **we** attend the **property**, **we** will be unable to complete the **annual service** and **we** will not provide any refund

(d). **We** will provide a **quote** for any suggested improvements to **your equipment** upon completion of the **Annual Service**

4. Discounted annual service & cover plan

If the **product** identified within **your** receipt is **Discounted Annual Service & Cover Plan** the following **terms** apply:

(a). **We** will complete an **Annual Service** on a gas or LPG fired **boiler** within **your** property, in line with **regulations** and provide a certificate upon completion

(b). If there are any faults with the **boiler**, we will not be able to complete the **Annual service**, subject to the following:

i. If faults are identified prior to **our** attending the **property** for the **Annual Service**, we will change **your product** to a **Call-Out & Diagnosis** with your acceptance, where **you** will need to pay the difference of £45.00

ii. If faults are identified whilst **we** are at **your** property we will change **your product** to a **Call-Out & Diagnosis** without requiring **your** acceptance, where we will invoice **you** the difference of £45.00 and require immediate payment

ii. Should you require an **Annual Service** after faults have been rectified, **you** will need to pay for this

(c). If **your boiler** is identified to be a **commercial boiler** when **we** attend the **property**, **we** will be unable to complete the **annual service** and **we** will not provide any refund

2. Product specification

(c). **We** will provide a **quote** for any suggested improvements to **your equipment** upon completion of the **Discounted Annual Service**

(d). **You** will receive **your cover plan** welcome pack which includes **your Cover Sheet** and terms and conditions of **your cover plan**, **you** must read this

(e). **You** will be in an agreement period for **your cover plan** as per the **cover plan** terms and conditions

(f). By having **your Discounted Annual Service** completed, **we** understand this as an express request for service, which null and voids the **cooling off period** of **your cover plan** - please refer to **your cover plan** terms and conditions for further details

3. General Terms

1. Smart Plan & Boiler Helpline are trading styles of UK Boiler Company Ltd (company number 09078640), UK Boiler Company Ltd, 2nd Floor, Melrose House, 42 Dingwall Road, Croydon, CR0 2NE
2. All prices are inclusive of VAT
3. Other than **you**, no other person/s can benefit from this **agreement**
4. **We** will confirm appointments for **us** to attend the property with **you** by phone prior to dispatching **our** operative/s to the **property**
5. Appointments will be Monday-Friday, between 9AM and 5PM (unless a bank holiday)
6. **You** must ensure that **our** operative/s have access to the **property** and **equipment**
7. **No-access** will result in the cancellation of the appointment where **you** will not be entitled to any refund
8. Should **equipment** replacement/s be required, **we** will not guarantee that **equipment** will be replaced with the same specification and or manufacturer brand. Should **you** wish different replacements other than what **we** have specified, **you** may need to pay for your desired replacement **equipment**
9. **We** may assign the **services** to subcontracted labour
10. These terms are governed by English Law and subject to the Courts of England, Wales, Scotland and Northern Ireland

4. General Exclusions

1. Replacement of batteries
2. Removal of sludge, scale and or corrosion
3. Any **works** on **equipment** that is a shared or community facility
4. Any **works** on **equipment** that is not solely owned by **you**
5. Any **works** that are required as a result of **equipment** not being installed to **regulations** and or manufacturer instructions
6. Any **works** that require the disturbance of asbestos
7. Any **works** relating to flues, flue liners, ventilation and or fumigation either internal or external to the **property**
8. Any **works** where we believe there is a risk to the safety, security and or wellbeing of any **our** operatives (including but not limited to threatening behaviour, aggressive and or abusive language/ behaviour and or health, and safety of your **property**)
9. Disturbance to any utilities and or supplies as result of the **services**, unless caused by **our** negligence

5. Cancellation

1. Upon purchase of the product **you** have the right to cancel the agreement and receive a full refund for a period of 14 days, this is known as the **cooling off period**
2. If **we** conduct **services** at the property upon **your** request and or confirmation of appointment, **we** presume this to be an express request for service, which null and voids the **cooling off period**

Give more time to what you love

Let us take care of the rest

If you have any questions about any of the terms & conditions within this document. Please contact us via telephone, email or post. We would be more than happy to clarify any and all questions that you may have.

Once again, thank you for you choosing Smart Plan, and welcome to the family!

Useful contact details

Telephone 0203 8843 558

Email hello@smart-plan.com

Address 2nd Floor, Melrose house, 42 Dingwall Road
Croydon, London, CR0 2NE

