
My HeatPro-ect – Boiler Service and Maintenance Care Plans

Terms & Conditions

Effective Date: 03/03/2025

Last Updated: 03/03/2025

1. Introduction

1.1 These Terms & Conditions (“Terms”) govern the contract between you (“the Customer” or “you”) and **My Heatpro Ltd** (“we,” “us,” or “our”), a company registered in England and Wales under company number **15470772**, with a registered address at **39 Manor Avenue, Marston, CW9 6DS**. These Terms apply to our boiler care and maintenance services (“Services” or “Service Plans”).

1.2 By enrolling in or using our Service Plans, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1.3 These Terms and any associated agreements are governed by the laws of **England and Wales**. Any dispute arising under or in connection with these Terms is subject to the exclusive jurisdiction of the courts of England and Wales.

2. Service Plans

2.1 Overview

We offer multiple boiler care and maintenance plans (each a “Service Plan”), which may include (but are not limited to) annual servicing, breakdown cover, and optional add-ons. Specific features, pricing, and coverage details are described in our marketing materials, on our website, or in your signed agreement.

Below is a **brief overview** of each plan:

1. **Boiler Service Plan**

- Annual boiler service, flue gas analysis, and safety checks.
- Basic plan *without* comprehensive breakdown coverage or extensive add-ons.

2. **Boiler Service Plus**

- **Everything in the Boiler Service Plan**, plus:
 - Flue integrity test
 - Expansion vessel check & recharge
 - Burner gasket check & replacement
 - System water quality test & corrosion inhibitor top-up
 - Carbon monoxide alarm check
 - Central heating system filter clean
 - Heating health check
 - Timer & control setup
 - Full home gas leak test
- **One (1) free call-out per year**
- **Priority service** over non-plan customers
- **10% discount on future upgrades** (see also Section 11)

3. **Boiler Breakdown Package**

- Includes a boiler service plus comprehensive breakdown labour coverage (parts discounted), quicker response times, and certain loyalty discounts (see Section 11).

4. **Full System Cover Package**

- Our most comprehensive plan, covering boiler parts and labour, as well as elements of the wider heating system. Also includes the highest loyalty discounts (see Section 11).

5. **Definition of "Free Call-Out"**

A "free call-out" includes:

- Engineer travel time and attendance at your property
- Up to 1 hour of diagnostic and repair work
- Basic adjustments to restore heating and hot water functionality

- Boiler Service Plus Plan: Includes one (1) free call-out per year, with additional call-outs charged at £100 +VAT

- Breakdown and Full System Cover Plans: Unlimited free call-outs included

- Call-outs related to misuse, user error, or issues outside the heating system are not considered "free call-outs" under any plan

2.2 Add-Ons

We also offer optional **add-ons** that can complement your chosen Service Plan. These may include (but are not limited to):

- **Unvented Cylinder Service & Repairs**
 - Covers components of your unvented cylinder installation (e.g., valves, controls) but **does not** cover the cylinder itself.
- **Gas Fire Service**
 - Typically includes cleaning, safety checks, and ensuring the fire is in good working order.
- **Underfloor Heating Maintenance & Repairs**
 - **No pipework under the floor or up to the manifold is covered.** Coverage may apply only to the accessible components (e.g., manifold parts, valves) depending on your plan.

Prices, coverage details, and any specific requirements for these add-ons are described in our marketing materials, on our website, or in your signed agreement. You can add or remove these add-ons at the start of your plan or at renewal, subject to our approval and any applicable fees.

2.3 Boiler & System Eligibility

- Acceptance of any boiler or heating system onto one of our Service Plans is **at our sole discretion** and may be subject to an **initial inspection**.
- We reserve the right to decline coverage for any boiler or system we consider unsuitable (due to age, condition, design, or other factors).

2.4 Upgrades & Downgrades

- **Upgrades:** You may upgrade to a higher-level Service Plan mid-contract, subject to our approval and any inspection requirements. Additional fees or pro-rata payments may apply.
- **Downgrades:** Downgrades to a lower-level Service Plan are **only permitted at the time of renewal**.

3. Term, Renewal & Cooling-Off

3.1 Minimum Term

Each Service Plan runs for a **minimum of 12 months** from the date of your first payment, unless otherwise specified in your plan documentation.

3.2 Automatic Renewal

Your Service Plan will **automatically renew** for consecutive 12-month periods unless you or we terminate in accordance with these Terms. We will provide **30 days' written notice** before your current plan expires and renews. If you do not wish to renew, you must inform us within that 30-day period.

3.3 Cooling-Off Period

If you are a consumer purchasing remotely or off-premises, you have a **14-day cooling-off period** under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. If you request us to begin work within those 14 days, you may be charged for services provided before your cancellation. To cancel, please contact us using the details in Clause 9 (Complaints & Contact).

4. Payments

4.1 Payment Schedule

- Payment will commence on the date you sign up for a Service Plan.
- All payments are collected via **Direct Debit** through our direct debit partner **GoCardless**.
- You agree to pay fees for your chosen Service Plan according to the schedule set out in your plan (e.g., monthly or annual).
- Payments must be made by the due date stated on your invoice or plan documentation.

4.2 Late Payments

- If we do not receive payment within **7 days** after the due date, we will provide you with notice of late payment.
 - If payment remains overdue **beyond 7 days** from that notice, we reserve the right to suspend or terminate your Service Plan (see Clause 7) and to charge reasonable costs incurred (including administrative fees).
 - If the contract is terminated before the 12-month term ends, **any costs incurred by us** in providing services up to the termination date **shall be owed to us** and must be settled in full.
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5. Our Services & Customer Obligations

5.1 Service Appointment Times

- Our standard operating hours are **Monday to Friday, 8 a.m.–4 p.m.** We do not generally provide after-hours or emergency services outside these times.
- Additional or exceptional services requested outside these hours (if offered) may incur extra fees.

5.2 Breakdown Response Times

- We will **endeavour to attend** all breakdowns within the timeframes below, subject to workload and availability:
 - **Boiler Breakdown Package:** If a breakdown is reported **before 4 p.m. on a weekday**, we aim to attend **within 48 hours**.
 - **Full System Cover Plan:** If a breakdown is reported **before 4 p.m. on a weekday**, we aim to attend **within 48 hours**.

5.3 Weekend & After-Hours Reports

- If a breakdown is reported on **Saturdays, Sundays, Bank Holidays, or after 4 p.m.**, we aim to attend the property:
 - **Boiler Breakdown Package:** Within 72 hours.
 - **Full System Cover Plan:** Within 72 hours.

5.4 Safe & Unobstructed Access

- You must ensure we (including our employees, subcontractors, or agents) have safe and unobstructed access to the relevant premises and equipment at the agreed times.
- We reserve the right to refuse or postpone work if we deem the environment unsafe or access to the equipment impossible.

5.5 Condition of Boiler & System

- You are responsible for acting on our advice regarding necessary remedial works, repairs, or replacements. Failure to do so may void certain aspects of your coverage.

5.6 Annual Service Window

- We will arrange your annual boiler service at a mutually convenient time and date **between March and September**. If the service cannot take place during this period due to scheduling conflicts, we will work with you to find a suitable alternative. However, appointments outside March–September are at our discretion and subject to availability.

5.7 No Implied Standard

- Acceptance of any boiler, heating system, or plumbing system onto our Service Plans does **not** imply that the original design or installation meets any relevant standards or regulations. We do **not** accept liability arising from the original design or installation, and we make **no warranty** as to the fitness for purpose of existing systems.
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6. Parts and Replacement Delays

6.1 Supplier Delays

- We are **not liable** for any delays in obtaining parts from our suppliers. If certain parts are unavailable, we will provide you with alternative options or an estimated timeframe.

6.2 Replacement Parts

- If a component must be replaced, we reserve the right to install an **adequate substitute** that may not be identical in brand or specification to the original part, provided it is fit for the intended purpose.

6.3 Repair vs. Replacement

- New parts will only be fitted where the existing components are **beyond reasonable repair**. We will act as the **sole arbiter** in determining if a part or component must be replaced.

6.4 Radiators & Heat Exchangers

If a radiator is deemed irreparable:

- Standard radiators: We will replace with a comparable standard panel radiator in white
 - Designer radiators: We do not cover the cost of any designer radiators
 - Towel rails: We will replace with a standard ladder-style towel rail in white
- Upgrades to higher specification models may be available at additional cost

Boiler heat exchangers damaged by system debris, sludge, or scale are not covered by any plan.

7. Termination

7.1 By You

- You may terminate your Service Plan by providing at least **7 days' notice** if we materially breach these Terms and fail to remedy the breach within a reasonable time.

- If you terminate before the minimum 12-month term ends, you may be liable for costs incurred by us in delivering services up to that termination date.

7.2 By Us

- We may terminate or suspend your Service Plan if:
 - a) You fail to make payment within 7 days of our notice of late payment;
 - b) You provide false or misleading information;
 - c) You refuse to undertake recommended repairs or fail to maintain a safe environment;
 - d) We discover your boiler or system is ineligible or unsafe despite initial inspection;
 - e) You breach these Terms and do not remedy the breach (if remediable) within 7 days of notice.

7.3 Effects of Termination

- Upon termination, all unpaid fees and costs incurred by us become immediately due. Coverage ends on the termination date.
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8. Liability & Indemnity

8.1 Liability Cap

- Except for death or personal injury caused by our negligence, or liability that cannot be excluded by law, our maximum liability to you (whether in contract, tort, or otherwise) is **limited to the total amount you have paid (or are due to pay) under that Service Plan in the current 12-month term.**

8.2 Indirect or Consequential Losses

- We are not liable for any indirect, special, or consequential losses, including but not limited to loss of profit, business, or goodwill.
- We do not accept liability for any damage or losses caused by a damaged boiler or heating system itself (e.g., water damage to property).

8.3 Third-Party & Force Majeure

- We are not liable for failures or delays caused by events beyond our reasonable control (Force Majeure), such as strikes, lockouts, part shortages, pandemics, or severe traffic disruptions.
- We are not liable for any work carried out by third parties not authorized by us.

8.4 Customer Indemnity

- You agree to indemnify and hold us harmless against any claims, liabilities, or damages arising out of your breach of these Terms or misuse of our Services.

8.5 Boiler Noise

- As boilers age, they may become noisy. Noise resulting solely from the boiler's age is not classified as a fault and is not covered under any plan.
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9. Complaints & Contact

9.1 Complaints Procedure

- If you have any complaints or concerns about our Service Plans, contact us at **info@myheatpro.com** or call **01925 500351**. We will acknowledge and attempt to resolve your complaint promptly.

9.2 Escalation

- If we cannot resolve your complaint to your satisfaction, you may refer the dispute to mediation or the courts of England and Wales.
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10. Beyond Economic Repair

10.1 Definition

At some point in your boiler's lifespan, it may be considered **Beyond Economical Repair** ("BER"), which is when the cost to repair your boiler exceeds its current value. We calculate this based on the boiler's age, applying an **annual depreciation value of 15%**.

10.2 Example Depreciation Table

Below is an example illustrating how a £1000 boiler's value may decline with each year of depreciation:

Year	Boiler Value After 15% Depreciation
1	£850
2	£722.50
3	£614.13

Year	Boiler Value After 15% Depreciation
4	£522.01
5	£443.71
6	£377.15
7	£320.58

When a boiler is deemed BER, we will offer a **loyalty discount** off the cost of a new boiler installation.

10.3 BER Assessment Process

When we determine a boiler is BER, we will:

1. Provide you with a written assessment explaining our determination
 2. Offer multiple replacement options at different price points
 3. Apply the appropriate loyalty discount as per Section 11
 4. Provide a 3-month temporary repair option when available
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11. Loyalty Discounts

11.1 Discount Tiers

- **Boiler Service Plan**
 - Basic annual servicing only. No discounts on parts or boiler installation.
- **Boiler Service Plus**
 - Includes all the extra features in Section 2.1(2) (e.g., expansion vessel check, water test, etc.).
 - **One (1) free call-out per year** is included, but breakdown labour or parts outside that single call-out are chargeable.
 - **10% discount** on certain upgrades or additional services as mentioned in Section 2.1(2).
 - No discount on boiler installations, unless explicitly stated in your plan documentation.
- **Boiler Breakdown Package**
 - **Labour Included** for boiler repairs (customer pays for parts if needed).
 - **25% off parts.**
 - **25% off new boiler installation.**
 - **10% off any additional services** not covered by the plan.

- **Full System Cover Package**

- **Parts and Labour Included** for boiler repairs.
- **25% off new boiler installation.**
- **10% off any additional services.**

(Where discounts are applied, they only apply to items or services not already covered by your chosen plan.)

12. General Provisions

12.1 Entire Agreement

These Terms, together with any signed agreement or plan documentation, constitute the entire agreement between you and us and supersede any prior arrangements.

12.2 Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force.

12.3 No Waiver

Our failure to exercise any right under these Terms does not constitute a waiver of that right.

12.4 Assignment

We may transfer or assign our rights and obligations under these Terms to another entity, provided this does not materially affect your rights. You may not assign your contract without our written consent.

12.5 Third-Party Rights

Except as otherwise stated, these Terms do not give any third party the right to enforce any of their provisions.

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By purchasing or renewing a Service Plan, you acknowledge that you have read and agree to these Terms & Conditions. If you have questions, please contact us prior to subscribing.
