

ARTON

PLUMBING & HEATING

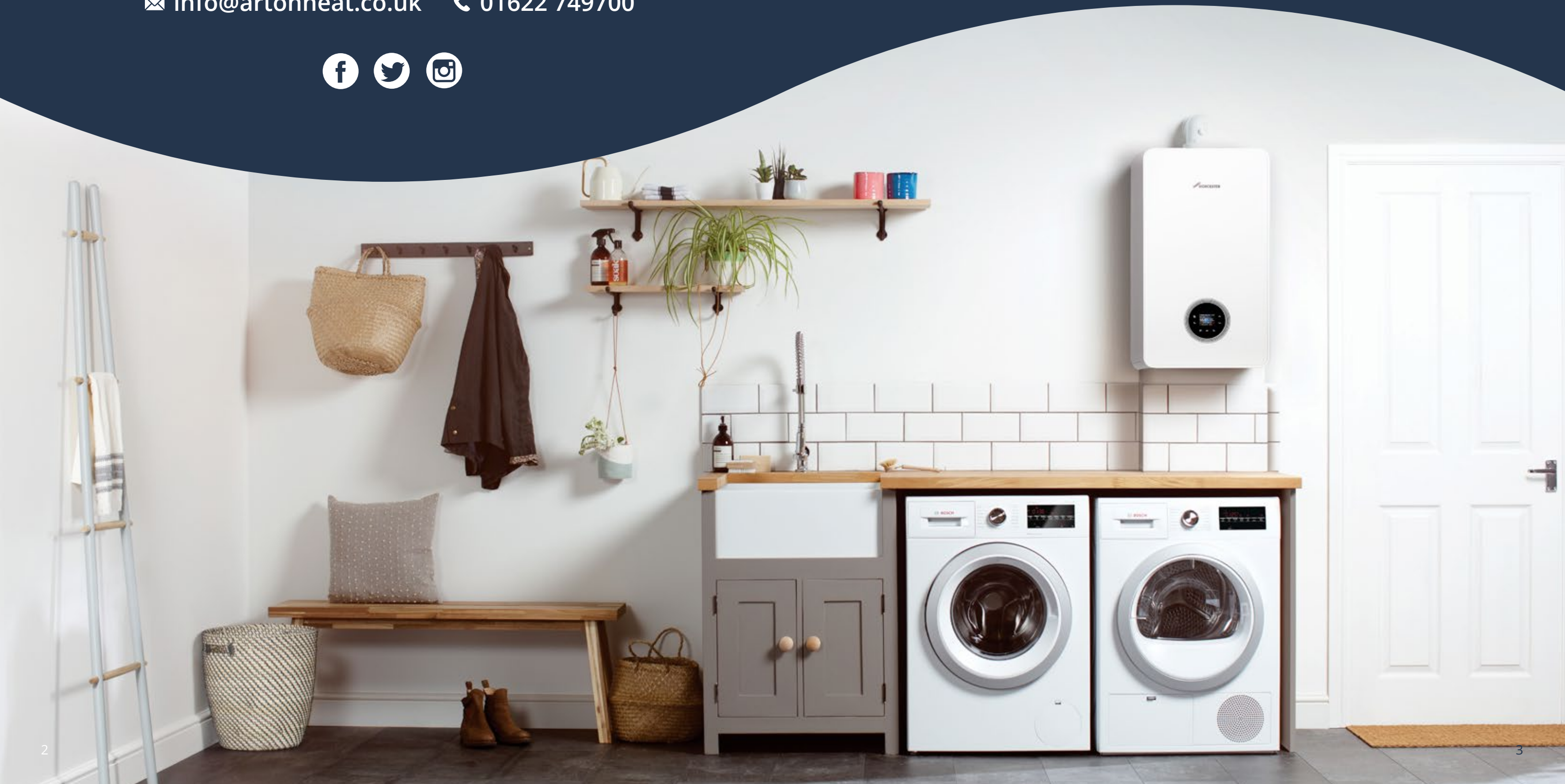
Service & Maintenance Terms & Conditions Booklet



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This booklet explains exactly what is and what isn't covered in our service plan agreements.
It is important that you read these terms and conditions carefully.
If you have any questions, please contact us.

✉ info@artonheat.co.uk ☎ 01622 749700



What We Cover

The diagram below shows the elements of the central heating system that are covered in our service plans:

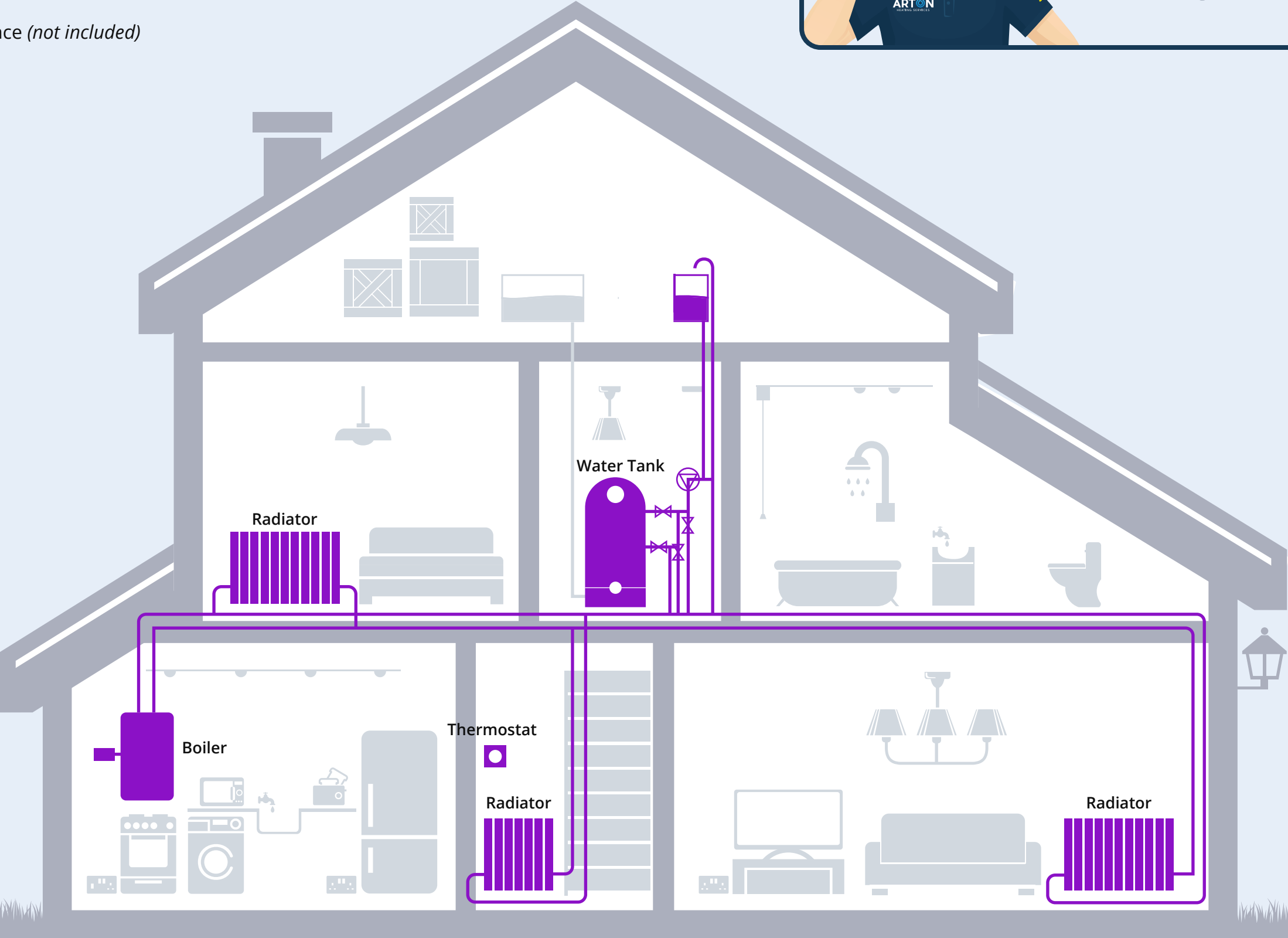
- Central Heating
- Shown for reference (*not included*)



Customer Contact

☎ 01622 749700

✉ info@artonheat.co.uk



Our Service Plans

The table below shows what features are covered in each of our service plans:

Product	Annual Service	Boiler & Controls	Central Heating
Arton Serve	✓	✗	✗
Arton Care	✓	✓	✗
Arton Care Plus+	✓	✓	✓

The Service & Maintenance Terms & Conditions in this booklet apply to all Service Plan agreements held with us, Arton Plumbing & Heating Ltd, a company registered in England and Wales under company number 12237142.

Arton Serve

This plan includes the following:

Annual Boiler Service

What's Covered:

- A first service or annual service as per the manufacturer's servicing instructions
- System health check
- Testing of carbon monoxide alarms
- Gas service certificate
- Cleaning of the system filter

What's Not Covered:

- Repairs to your gas boiler or central heating system

A Service Plan for Everyone!

We have a range of cover and repair options designed to provide peace of mind to our customers. Get started by deciding the level of cover you require and we can determine which plan is right for you. Geographic restrictions apply.



Arton Care

This plan includes the following:

Annual Boiler Service

What's Covered:

- A first service or annual service as per the manufacturer's servicing instructions
- System health check
- Testing of carbon monoxide alarms
- Gas service certificate
- Cleaning of the system filter

Boiler and Controls

What's Covered:

- All repairs to a single natural gas boiler that has a heat output capacity of up to 70kW.
- The repair of the room sealed flue up to one metre in length and the flue terminal or a replacement if we can't repair.
- The repair of the controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump or a replacement if we can't repair.

What's Not Covered:

- Damage that has been caused by limescale, sludge or other debris - if we have previously advised you to carry out repairs, improvements, a power flush or similar process, but you haven't done so.
- Fixing your showers, their parts and shower pumps.
- Underfloor heating and their controls. The repair or replacement of an open flue and their terminals or flues that are over one metre in length.
- Replacing or topping up your system inhibitor unless we've removed it.
- Any part of your boiler and controls which directly supplies a swimming pool.
- Resetting your controls or replacing the batteries.
- Repairing or replacing your central heating system.
- Repairing or replacing any network hub, smart speaker or voice-controlled equipment or any smart functionality, for example connectivity to or from your thermostat and mobile devices.

Arton Care Plus

This plan includes the following:

Annual Boiler Service

What's Covered:

- A first service or annual service as per the manufacturer's servicing instructions
- System health check
- Testing of carbon monoxide alarms
- Gas service certificate
- Cleaning of the system filter

Boiler and Controls

What's Covered:

- All repairs to a single natural gas boiler that has a heat output capacity of up to 70kW.
- The repair of the room sealed flue up to one metre in length and the flue terminal or a replacement if we can't repair.
- The repair of the controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump or a replacement if we can't repair.

Central Heating

What's Covered:

- All repairs to the heat and hot water system on your property including:
- Expansion tank, radiators, bypass and radiator valves
- Cylinders any immersion heater and its wired in timer switch
- The pipes that connect the central system
- A replacement of parts of your central system if we can't repair them

What's Not Covered:

- Damage that has been caused by limescale, sludge or other debris - if we have previously advised you to carry out repairs, improvements, a power flush or similar process, but you haven't done so
- Fixing your showers, their parts and shower pumps
- Repairing or replacing taps
- Underfloor heating and their controls or any parts that are specifically designed for underfloor heating
- The repair or replacement of an open flue and their terminals or flues that are over one metre in length
- Replacing or topping up your system inhibitor unless we've removed it
- Any part of your boiler and controls which directly supplies a swimming pool
- Resetting your controls or replacing the batteries
- Repairing or replacing any network hub, smart speaker or voice-controlled equipment or any smart functionality, for example connectivity to or from your thermostat and mobile devices
- Supply of curved or designer radiators
- Repair or replacement of electrical elements in radiators
- The repair or replacement of pipes that are encased by, or lie underneath, concrete



Service and Maintenance Terms and Conditions

These are the Terms and Conditions which apply to all service agreements entered into with us, Arton Plumbing & Heating Ltd, a company registered in England and Wales under company number 12237142 (“we/us/our”).

1. Definitions and Interpretations

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Central Heating System” means the heat and hot water system on your property – including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.

“Consumer” is defined in the Consumer Rights Act 2015;

“Equipment” means the boiler and/or central heating system to be serviced by us as listed in the Contract in addition to new or replacement equipment or parts supplied by us in our provision of the Services;

“First Service” means our first visit to you after you enter into a service plan agreement with us, to check and confirm whether we can cover you;

“Materials” means the materials required for the provision of the Services which we will supply, where applicable, as specified in the Quotation;

“Property” means the building, including any attached garage or conservatory, where the Services are to be carried out;

“Repair” means to fix your equipment following a fault or breakdown;

“Replace” means us replacing your equipment or parts with a standard alternative, we will provide replacements with similar functionality but not necessarily an identical make, model or type of fitting;

“Services” means the services including, but not limited to, powerflush, boiler repair, installation or boiler services to be provided by us to you as detailed in clause 5 below; and

“Service Fee” means a fixed sum to be paid by you to us for the Services, in accordance with the Contract.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails and text messages;

1.2.2 “you” and “your” means anyone that normally lives at the Property, including any tenants. Only the person(s) named in the Contract can amend or cancel it;

1.2.3 “Contract” is a reference to Arton Serve, Care and Care Plus Service Plan contract entered into between you and us which incorporates, and is subject to, these Terms and Conditions;

1.2.4 “Terms and Conditions” is a reference to these Terms & Conditions as may be amended or supplemented at the relevant time;

1.2.5 any reference to “working days” means Monday to Friday, 8am – 5pm, excluding public holidays;

1.2.6 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and

1.2.7 a clause is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number include the plural and vice versa.

2. Quotations

2.1 You can place an order for Services via our Website. Our website will guide you through the ordering process. Before submitting your order, you will be given the ordering process.

2.2 By placing an order with us, you are accepting these Terms and Conditions and a legally binding Contract will be formed.

2.3 Our quotation is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.

2.4 Our quotation is based on our Services being carried out during normal working hours (Monday to Friday, 8am – 5pm excluding public holidays). Works required outside of these hours will incur additional costs.

2.5 We do not include cover for any pre-existing faults or design faults from when your Equipment was installed or added to your Contract that we have previously told you about and you have not fixed, or that we could not reasonably have been expected to know about.

3. The First Visit

3.1 We will arrange to carry out a First Visit, where our engineer will check that your Equipment is on our approved list, estimate its age and check that it does not have any pre-existing faults.

3.2 We are unable to offer our Arton Serve, Arton Care or Arton Care Plus cover unless the First Visit Inspection Checklist has been completed and we agree that the Contract can go ahead.

3.3 If we find your Equipment is not on the approved list or it has a pre-existing fault, we will provide you with a quotation setting out what needs to be done to fix it and how much this will cost. We will not start the Term with

you until this work is carried out, by us or a qualified third party. We reserve the right to refuse to continue the Arton Contract cover with you for any other reason, at our discretion.

Term of Arton Serve, Arton Care and Arton Care Plus cover

4.1 The Contract will begin on the date of the first payment and will continue for a minimum term of 12 months from that date. After the minimum term, the Contract will be automatically renewed and will continue on a rolling monthly basis unless it is cancelled or terminated in accordance with clauses 9, 10 or 11 below.

4.2 If the Property or any Equipment changes during the minimum term, or any renewed term, please notify us as soon as possible. The required changes will be added to the Contract at our discretion and if we accept this, we will notify you via email or telephone to let you know of any revised Service Fee and payment terms. The Contract will not be deemed automatically to cover any additional Equipment that you may purchase (from us or a third party) during the term of the Contract.

4.3 If you move to a new Property, you need to tell us as soon as possible. We may start a new Contract, transfer your current Contract to your new address or cancel it, at our discretion.

5. Fees and Payment

5.1 The Service Fee is payable monthly for a minumum term of 12 months from the first payment date.

5.2 If it is agreed in the Arton Cover, you may need to pay an excess each time we carry out a Repair that is not covered in the Service Fee. You will need to pay this up front when the Repair work is booked. If a further fault is reported that is related to one we have fixed in the last 12 months, you will not need to pay an additional excess but we will decide at our discretion whether or not the fault is related to an earlier one.

5.3 We will quote for any additional Services you ask us to carry out that are not included in your Contract and these will need to be accepted by you in writing before we can go ahead with the works.

5.4 If we send you an invoice you must pay this within 14 days. If your payment is late, including a Service Fee payment, we may charge you interest for each day the payment is late, until we receive it. Interest will be calculated at 4% per annum above the Bank of England base rate. If your payment is late, we may also stop providing our Services to you until we have received it.

6. Services

6.1 *All Services*
While rendering the Services, we will ensure that furniture, flooring and walls in the area that are not the subject of the Services are suitably covered and protected for the duration of the Services. We may instruct you to take reasonable steps to protect your property including, but not limited to, the removal of valuable and/or delicate items from areas where our work is to be carried out. We cannot be held liable for any damage which occurs as a result of your failure to follow such instructions.

6.2 Upon arrival at your property, the engineer will locate the source of the problem. If the Services require direct access to repair any Equipment and direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. We cannot be held liable for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware while creating access (unless such damage is as a result of our engineer’s negligence). If you do not want our engineer to create access, we will be unable to carry out the Services until you have arranged for access to be made.

6.3 We will properly dispose of all waste that results from our rendering of the Services, unless otherwise agreed.

6.4 When we begin our Services, we may discover that additional works are required due to, for example, unforeseen circumstances, legal requirements or the discovery of asbestos-related materials within the area, and in this event, we will provide you with a further quotation for the additional works within 7 days. If you do not accept the revised price or any proposed modifications within 14 days of this notification, the Contract between us will be cancelled. You will only be liable to pay for any works carried out by us up to the date of cancellation.

6.5 We will provide our Services in a timely manner and in accordance with industry best practice.

6.6 Where the Services are to last for more than one day, we will , where possible, leave the Property in a habitable state, tidy away any tools and Materials and ensure that disruption is kept to a minimum.

Central Heating Flushing
6.7 Please be aware that central heating flushing to remove debris from a central heating system can, on rare occasions, expose previously undetected faults, weak points or breaches in the system. We cannot be held responsible for any such pre-existing conditions which might be revealed, or for any resulting damage which might occur, unless we caused it.

Boiler and Boiler Parts
6.8 We reserve the right to make minor, non-aesthetic alterations to the specification of any Materials described in the Quotation without consulting you first.

6.9 The responsibility (also known as the “risk”) for the Materials remains with us until they have been delivered to the Property, at which point it will pass to you. Once the risk in the Materials has passed to you, you are responsible for storing them safely and insuring them against their full replacement value. You will only own the Materials once we have received payment in full for our Services in accordance with clause 4.

6.10 Where Materials have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer’s guarantee or warranty (if any). This is subject to payment having been received by us in full in accordance with clause 4.

- Arton Cover*
- 6.11 If we receive a request for a call out in the event of a breakdown, we will respond to the call out within 3 working days. Should you deem the issue to be an emergency we endeavour to respond to you sooner than 3 working days however our vulnerable customers will be prioritised in accordance with our vulnerable customer policy. We cannot guarantee we will be able to Repair the fault within this time but we will keep you informed of progress throughout and will endeavour to provide a temporary solution if necessary.
- 6.12 From time to time, your Equipment may need permanent repairs, improvements or system flushes that are not covered by your Arton cover to keep working safely and efficiently. We will quote for these separately and if you do not wish to go ahead with the quote, then that Equipment will be removed from the Contract.
- 6.13 If, in our reasonable opinion, we consider that any Equipment cannot be repaired economically or any Equipment or parts become obsolete and we notify you of this, we will not be required to carry out any Services in relation to that Equipment and it will be deemed to be no longer listed under the Arton cover.
- 6.14 When your annual service is due, we will send you an email, letter, text message or call to arrange it.
- 6.15 If we Replace any Equipment, the replacement we provide will have similar functionality but not necessarily the same features or an identical make and model or type of fitting. Alternatively, we can use a replacement part that you have bought yourself, if we have first approved it;
- 6.16 Your Contract does not cover:
- 6.16.1 any damage you or anyone other than us has caused. We may quote for the Repair or cancel your Contract;
- 6.16.2 the Repair or Replacement of any Equipment or parts that have been deliberately damaged or misused. We will use our expert judgement to determine how the damage was done;
- 6.16.3 Repairs or Replacement for minor cosmetic damage that does not stop your Equipment from working properly or make it unsafe, e.g. cosmetic scratches or rusting radiators;
- 6.16.4 any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity. This includes, but is not limited to, parts needing to be replaced due to poor water conditioning;
- 6.16.5 Repairing or replacing any damage caused by extreme weather, flooding, structural issues, fire, explosions, or any other damage that would normally be covered by household insurance;
- 6.16.6 accommodation, expenses or any costs if you need to leave your Property as a result of Equipment faults;
- 6.16.7 improvements or upgrades, for example replacing work radiators or swapping radiator valves for thermostatic ones;

- 6.17 If we cannot turn off the external water supply stopcock to your Property to complete your Repair, it is your responsibility to get your water supplier to turn it off.
- 6.18 Where Equipment or parts have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer's guarantee or warranty (if any). This is subject to payment having been received by us in accordance with clause 4.
- 7. Your Obligations**
- 7.1 You will provide us with access to the Property and the Equipment at all times during which we reasonably require such access in order to provide the Services. We require a person over the age of 18 to be present at the Property while we carry out the Services. If you are not at the Property when our engineer visits, you must make sure that there is someone else present who can give instructions to our engineer on your behalf.
- 7.2 If we are unable to gain access to the Property or the Equipment in accordance with clause 7.1, this will be considered an aborted visit and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit.
- 7.3 You will ensure that all Equipment is used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by us and the Equipment's manufacturer.
- 7.4 If your equipment is covered by a third party warranty, it is your responsibility to make sure that any Services we provide do not affect that warranty.
- 7.5 You will take all reasonable precautions to protect the health and safety of our employees, agents and sub-contractors while on your Property.
- 7.6 If you rent out your Property, your tenants or your managing agents can call us directly to arrange any engineer's visit, providing you have given them permission to do so.
- 8. Liability**
- 8.1 Subject to this clause 7, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 8.2 We accept no liability in respect of the following;
- 8.2.1 damage due to causes beyond our control including, but not limited to, any event listed in clause 12;
- 8.2.2 loss or damage to the Property or Equipment, where this is caused by you or any third party not authorised by us;
- 8.2.3 damage or deterioration arising out of normal wear and tear.

- 8.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 8.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 8.5 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.6 We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 8.7 Permitted by law where we are in breach of the terms of the Contract or cannot honour the agreement the maximum liability will be limited to the cost of the relevant service plan you have in place, up to the amount you have paid for the current year.
- 8.8 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
- 9. Cooling Off Period – Consumers Only**
- 9.1 Where you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date.
- 9.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately by post or email to the contact details provided to you.
- 9.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 9.4 If you cancel within this period, you will receive a full refund of any amount paid to us in respect of the Contract, using the same payment method you used, unless you request otherwise. In any case, you will not incur any fees as a result of the refund.
- 9.5 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:
- 9.5.1 If the Services are completed within the 14 day cooling off period, you will lose the right to cancel once the works are completed;
- 9.5.2 If you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total quoted fee and the actual Services already provided.

- 10. Cancellation after the Cooling off period and for Non-Consumers**
- 10.1 As detailed in clause 4, the Contract is for a minimum term of 12 months. If you are not a Consumer, or if you are a Consumer and you wish to cancel after the 14 day cooling off period detailed in clause 9, you will need to pay for, and the Services will continue, until the end of the 12 month period.
- 10.2 The Contract will then automatically renew on a rolling monthly basis, unless you contact us in writing to cancel, giving at least 30 days' notice of the cancellation.
- 10.3 If you cancel the Contract after the cooling off period and we have carried out any work for you, you will have to pay for the Services we have carried out, any Equipment and/or parts we have bought, and any costs incurred as a result.
- 11. Termination**
- 11.1 We can terminate your Contract by contacting you in writing if:
- 11.1.1 You give us false information;
- 11.1.2 Your Equipment is not on our approved list or we cannot source parts for it;
- 11.1.3 You fail to allow us access to the Property;
- 11.1.4 Our advice, repairs and improvements are not undertaken
- 11.1.5 You fail to pay the Service Fee to us by the due date;
- 11.1.6 You are abusive towards our staff;
- 11.1.7 Your Property is unfit or unsafe to work in;
- or
- 11.1.8 You demand services which do not form part of the Services and which are not covered by the Contract.
- 11.2 If we terminate your Contract for any reason, you will have to pay for Services we have carried out, any Equipment and/or parts we have bought and any costs incurred by us as a result.
- 11.3 Either you or we can terminate the Contract by contacting the other party in writing if the other party:
- 11.3.1 Materially breaches the Contract in any way and fails or refuses to remedy the breach within 14 days after receiving written notice to do so;
- 11.3.2 Goes into bankruptcy or liquidation (whether voluntary or compulsory) or if a receiver is appointed in respect of the whole or any part of its assets.
- 11.4 If the contract is terminated for any reason, this will revoke any Arton service warranty that has been offered to you.

12. Events Outside of Our Control: We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war, natural disaster, or any other event beyond our reasonable control.

13. Communication and Contact Details

13.1 If you wish to contact us with questions or complaints, you may contact us by email at info@artonheat.co.uk

13.2 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

14. How We Use Your Personal Information: All personal information that we may process will be collected, used and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018, and any amendments to them. For further information, please refer to the privacy policy on our website.

15. Other Important Terms

15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party, who will remain bound by them. You may not assign your obligations and rights under these Terms and Conditions (or under the Contract, as applicable) without our written permission.

15.2 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

15.3 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.

15.4 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

15.5 All of our Arton Service Plans are strictly maintenance contracts and are not insurance policies.

16. Governing Law and Jurisdiction: These Terms and Conditions and the Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.



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