

Heath House  
264 Burlington Road  
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Surrey  
KT3 6BE

Tel: 0208 336 6767  
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What does the Service & Maintenance Contract  
Cover offer you?

- **Customer Driven Management**

Flexible approach when dealing with your requirements

- **Customer Service Support**

Access to our manned 24-hour, 365-day Customer Service Team

- **Technical Superiority**

Fully qualified and experienced technicians registered and accredited with Gas Safe.

- **Safety Awareness**

Yearly safety inspection providing customer comfort. Carbon monoxide emissions from poorly installed or maintained gas appliances and flues causes the death of about 30 people each year

- **Pro-active Approach**

Yearly service visit to check operation of boiler and system. It is proved that regular planned maintenance should prevent those awkward boiler breakdowns during the winter months

- **Priority Service**

Rapid response when dealing with boiler/system breakdowns

- **The Robert Heath Heating Commitment**

Unlimited call outs included.

## Payment Details

Total Charge: £211.50 (incl VAT)

Promotional code (if any):

**Method of Payment:** Cash/Cheque/Credit Card/Debit Card.  
Please Circle Preferred (Please note there is a 4% charge on all cards used)

**Card Number:**

**Expiry Date:**

**Security Code:**

**Issue Number (Switch card only and only if shown on card):**

Cheques made payable to: **Robert Heath Heating Limited**

# Robert Heath



Please complete this form in block capitals using ink or ballpoint pen

I wish to join the Robert Heath Heating Limited Service & Maintenance Contract Cover

Name:

Address:

Town:

County:

Post Code:

Home Tel No:

Mobile No:

Email:

I confirm that my central heating appliance:

- Is in good working order.
- Has not been refused any other service contract.
- Is used solely for domestic purposes (maximum heat output 150,000 Btu/h)

Appliance Make

Appliance Model



## Terms and Conditions

### 1 DEFINITION

The following definitions apply to this Agreement:

- (a) "The Company" shall mean Robert Heath Heating Limited or its successors.
- (b) "The Owner" shall mean the person entering into this Agreement with the Company or such other person who shall give notice of assignment of this Agreement to the Company.
- (c) "The Equipment" shall mean any gas equipment described in this schedule.
- (d) "Central Heating Equipment" shall mean the equipment contained within the building in which the Equipment is installed and is providing the space heating. It does not include the electricity supply up to the last isolating switch for the equipment, or the means of conveying hot water from the Equipment or hot water cylinder to the hot water taps. It does not include the cold water supply tank or any ancillary installations such as humidifiers, evaporators, precipitators, air conditioning plant, washing machine, processing plant or similar installations.

### 2 BREAKDOWN OR FAILURE

"Breakdown or Failure" shall mean a cessation or substantial impairment of the normal heating or domestic hot water services by the breaking, burning out, wearing out or maladjustment of the Central Heating Equipment or its ceasing to function efficiently. However, this shall not be taken to cover any minor impairment.

### 3 PERIOD OF AGREEMENT

This Agreement shall be for a period of 1 year from the date payment is received by the Company or from any alternative commencement date that is specified in this Agreement.

### 4 FAILURE OR BREAKDOWN

The Company hereby agrees that in consideration of the payment received by the Company they will within a reasonable time of the Owner notifying them that the Central Heating Equipment has broken down or failed in accordance with the definition relating to breakdown and failure above, carry out for the period of this Agreement the making of any repairs and the fitting of any replacement parts subject to the following proviso and exception:

In the event of any parts being obsolete or unobtainable, the Company may fit such parts as it, in its sole discretion, considers suitable and the Company shall not be held responsible for any delay in provision of such spare parts by the suppliers.

### 6 REPLACEMENT PARTS

Any part(s) that requires replacing will be supplied and fitted free of charge. Existing part(s) that are over ten years old that requires replacing will be chargeable to the owner.

### 7 ANNUAL SERVICE

In any event, the Company agrees that in consideration of the payment above referred to, they will once during the period of this Agreement carry out the following service with regard to the Central Heating Equipment described above:

- (a) Check gas-carrying components and gas-controlling devices of the appliance are operating satisfactorily and, if the Company consider it necessary, clean and adjust them.
- (b) inspect the burners and flueways of the combustion chamber and heat exchanger of the appliance and clean them where necessary.
- (c) The Company shall use its best endeavours to carry out such service at a time convenient to the owner. However, the Company must reserve its rights in its sole discretion to the exact time and date of the carrying out of the service. Should such service necessitate additional work or be carried out not within normal working hours then the Company reserves the right to make an additional charge for such service.

## 8 ALTERATION OF THE CENTRAL HEATING EQUIPMENT

The Owner shall not be entitled to enforce this Agreement should the equipment be altered in any way by the Owner and should the Owner notify the Company of any such alterations then it shall be at the sole discretion of the Company as to whether or not the Company are prepared to agree that this Agreement shall apply to the system as altered or extended.

## 9 SUB-CONTRACTING

The Company maintains the right to employ any sub-contractor they may nominate to carry out any works to which they are liable under this Agreement

## 10 EXCLUSIONS

The Following works are excluded from this Agreement, and if such works are carried out the Owner may be liable for a separate charge:

- (a) Turning off or lighting up the Central Heating Equipment, adjustment to time switches controls except in connection with a breakdown or failure of the system
- (b) Instructions or recommendations of the manufacturer or failing to take reasonable precautions to protect and minimise damage to the system on its breakdown or failing.
- (c) Any work caused by wilful damage or caused by the failure of the public electricity or water supplies to the systems.
- (d) Any damage resulting from fire, flood, lightning, explosion, storm, frost, other natural hazards, war or civil disorder.
- (e) Any consequential loss, damage or liability no matter how incurred, unless caused by the negligence of the Company.
- (f) Descaling, desludging or flushing of the heating appliance, system, system pipework, radiators or associated equipment.
- (g) The Company shall not be required to repair or carry out any work whatsoever to the building in which the Central Heating Equipment is situated, except where such works may have arisen by the negligent or wrongful act of the Company or its employees or agents.
- (h) The Company shall not be liable for any failures and will not perform their obligations under this Agreement if prevented from doing so by any cause reasoned beyond their control (including all industrial disputes, strikes, lockouts, fire or any such cause)
- (i) The Company does not warrant in any way that the Central Heating Equipment was satisfactorily installed and cannot be taken to guarantee the original design of the system. Any such problems associated with inherent design faults are not covered under this Agreement.

## 11 PAYMENT AND RENEWALS

As stated above this Agreement shall come into force only upon the Company receiving from the Owner a payment which must be made annually in advance. The Company shall be entitled upon the expiration of this Agreement at its sole discretion to refuse or grant renewal with an additional condition.

## 12 SERVICE OF NOTICES

Any notice served by the Company on the Owner shall be deemed to be properly served if addressed to the Owner and left at or posted to either the Owner's last Known address at which the equipment is located. Any notice to be served on the Company should be properly served if left at their address.

## 13 CANCELLATION

It is acknowledged that in the event of cancellation by the Owner no refund will be made of any money paid or due to the Company.

## 14 TERMINATION

If the Owner fails to comply with his obligations under this Agreement the Company may terminate this Agreement forthwith by serving a notice in writing upon the Owner as specified above.