

A.C. Wilgar



PLUMBING & HEATING SPECIALISTS

**TERMS &
CONDITIONS**



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www.acwilgar.co.uk

Terms & Conditions of the A.C. Wilgar Service Club

PERIOD OF AGREEMENT

Payments will be taken on the 27th day of each month by direct debit, or the next working day. The minimum subscription period is 12 months from the date of the first payment. Thereafter, your agreement is on-going until you tell us you would like to cancel or if we cancel the agreement. You may cancel the agreement at any time after the initial 12-month period subject to pro-rata repayments for any works already carried out (see Cancellation Policy).

If you have more than one boiler, you will be required to pay a separate Service Club membership for each boiler.

We will notify you in writing of any changes to pricing or terms and conditions.

START DATE

Your cover will begin on the date which we process your first payment (27th day of the month). Please note that for any applications received after the 16th day of the month, cover will not begin until the 27th day of the following month.

INITIAL SAFETY INSPECTION

If you wish to join A.C. Wilgar's Service Club, an A.C. Wilgar Service Engineer will attend your property to carry out an annual boiler service and system health & safety inspection. Should any part of your system be deemed unsafe or not to the required standards for our Service Club, we will charge you the standard one-off fee for an annual boiler service only.

YEARLY INSPECTION

An A.C. Wilgar Engineer will carry out a full boiler service and system inspection once a year.

We will inform you in writing via e-mail, SMS and/or post when your service is due.

CANCELLATION POLICY

We may cancel your agreement and/or demand repayments if:

- You have given false information.
- It is not possible to find parts to keep your system working safely.
- You do not make an agreed payment.
- You put our employees' health and/or safety at risk in any way.
- Your home is unfit to carry out works in.
- We make recommendations to carry out works and you refuse to do so.
- Circumstances arise which make it inappropriate for the contract to continue.

We retain the right to cancel your agreement at any time should we deem it appropriate. We may provide a refund pro-rata to the length of time left of your 12-month agreement term for any customers who have been with us for longer than the initial 12-month period.

If you decide to cancel the agreement with us before the end of any 12-month period, we will charge you for any works that have been carried out in that period (including any repairs or boiler servicing charges), less the monthly payments you have made up to that point.

We require notification in writing from any Service Club member wishing to cancel with one months notice.

SPARE PARTS & REPAIRS

If we do not carry the spare parts your repair requires on the day, we will endeavour to find parts from our suppliers. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original, but if you wish to provide your own parts we will fit under the terms of the contract. Should we find any boiler parts to be obsolete we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler.

If there are 3 or more repairs required on a boiler within any 1 year period, it will be deemed beyond economic repair. If a boiler will cost in excess of £400 to repair it will be deemed beyond economic repair. In such circumstances, A.C. Wilgar will provide a quotation to replace the boiler with a £400 discount applied.

LABOUR

Any plumbing & heating work will always be carried out by one of our fully qualified engineers. Electrical works may be referred to a vetted NICEIC registered electrician. All wiring will be carried out in accordance with the current edition IEE Wiring Regulations. All wiring will be installed by an approved NICEIC contractor.

USING PERSONAL INFORMATION

We will always endeavour to handle your data in compliance with the General Data Protection Regulations (GDPR) and will store any data in a secure server. Information you provide may be used by us to identify you when you contact

us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now & in the future. We will retain your information as long as you are our customer, and will send you reminders when you have services due and information about your engineer when en route. If at any time in the future you wish for your information to be removed from our systems, please ask to speak with our Data Protection Officer.

Through CIFAS system (the UK's fraud prevention scheme), we and other organisations may access information about you to help make decisions about credit and credit related services for you and other members of your household, and/or to check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

We may monitor and record communications with you (including telephone conversations and emails) for quality assurance, legal, regulatory and training purposes.

OUR RESPONSIBILITIES

We will meet our responsibilities under this agreement within a reasonable time unless unable to do so because of circumstances beyond our control. All standard services are offered between normal working hours, namely weekdays 08:00-17:00 UK time. In particular, we will not be responsible for delays caused by our suppliers and/or their agent. Emergency cover is available until 11pm every day.

Under our 24/7 emergency cover, an engineer will normally be with you within 24 hours. For uncontrolled water leaks or emergencies posing an immediate risk to your health or property, we will aim to attend your home within 2 hours. Emergency cover is available until 23:00 UK time every evening.

See our website for our **Privacy Policy** and **Exclusions** to the A.C. Wilgar Service Club

NOTABLE EXCLUSIONS

- ✘ Inherent defects or inadequacy to the original design of the system / appliance(s) and consequential damage or loss arising from defects
- ✘ Any defects or damage caused through malicious or wilful action, negligence, or third party interference or accidental damage or any nature
- ✘ Any defect or damage caused by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause or catastrophic event. This includes pipes that require defrosting in extreme cold
- ✘ Pipework, wiring or flues buried in the fabric of the building including underfloor heating & its components
- ✘ Any defect or damage occurring from a failure of the public electricity, gas or water supplies
- ✘ Any increased cost of utilities, loss of water services, loss of earnings, or any retrospective cost for items not relating to the repair of the heating components
- ✘ Any works pertaining to spas or swimming pools, including heating systems supplying a swimming pool

BOILER & CONTROLS

- ✘ Topping up the pressure on your boiler. Adjustments to time and temperature controls, including resetting them or replacing batteries
- ✘ Replacement or repair of unvented hot water cylinders, thermal stores, air or ground source heat pumps or fan convectors
- ✘ Repairing or replacing the flue including the flue terminal if it's over one metre in length

CENTRAL HEATING SYSTEM

- ✘ Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system
- ✘ Powerflushing, removal of sludge, limescale and other debris in the system
- ✘ Replacement of decorative parts, towel rails, low surface temperature, electric and designer/decorative radiators, including any associated valves. Decorative radiators include vertical, column, cast iron and curved radiators or any similar non-standard designs

PLUMBING & DRAINAGE

- ✘ Plumbing pipework exceeding 28mm in bore, mains water pipes, mains sewer pipes and any shared drainage
- ✘ Damage caused by aggressive water, system contamination, limescale, sludge or other debris in the system
- ✘ Showers, shower pumps, sanitary ware units and grouting. This includes electric shower units
- ✘ Water softeners, system filters, water meters, macerators, waste disposal units and scale reducers
- ✘ Rainwater pipes and guttering

HOME ELECTRICS

- ✘ Electrical appliances, cameras and security devices
- ✘ Power supplies beyond the fuse box, and any external lighting units.
- ✘ Rubber and/or lead cables
- ✘ Complete system rewire
- ✘ TV & speaker systems, lighting control systems (dimming), garage control systems
- ✘ Photovoltaic systems (Solar power) & renewable energy
- ✘ Electric vehicle charging stations

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