

J.P. WESTALL LTD

Established in the 1930s

PLUMBING & HEATING ENGINEERS

WARRANTY & SERVICING AGREEMENT – WESTALLS 'GOLD' SERVICE CONTRACT

This level of cover is available only on boilers of up to 70kW output which have been installed by an accredited installer in domestic properties since 1st January 2013. Acceptance of any boiler into the scheme is entirely at our discretion and is subject to an initial inspection and service of any appliances we have not serviced from new. The initial service to be paid for as normal with monthly direct debit payments to commence the following month.

The agreement includes:

1. Annual boiler servicing according to manufacturer's recommendations. The date for services to be carried out will be agreed on an annual basis to suit our workload and availability in order to provide you with the best possible service (*it may not be the anniversary of the installation – we aim to service boilers before the weather gets colder*).
2. Next working day response to boiler breakdowns. *If we can respond quicker then we will.*
3. Unlimited telephone support – *often problems can be resolved over the phone, and it means a faster resolution to many common problems which saves you waiting for an engineer to attend.*
4. Out of hours support. *Please note that we do not guarantee to respond to every out of hours call – at busy periods it is simply impractical for us to offer such a guarantee. We will, however, ensure that there is always someone to take your call and relay messages to our on-call engineers so that they can prioritise emergency situations.*
5. All parts required to fix breakdowns and maintain the appliance will be discounted by 20% off our standard prices and our call-out charge will not be levied (labour will be charged as usual, including travel time) – provided that the breakdown is not caused by matters outside of our control. These include, but are not limited to:
 - 5.1. Boiler running out of fuel, and associated issues such as air or debris entering fuel lines.
 - 5.2. Contamination of fuel or fuel which doesn't meet the specification for your boiler.
 - 5.3. Issues resulting from deliberate or accidental misuse or damage.
 - 5.4. Damage caused by extreme weather, flooding, structural issues, fire or explosions – or any other kind of damage which is normally covered by household insurance.
 - 5.5. Flue or ventilation blockages.
 - 5.6. Loss of pressure in the heating system – unless caused by a leak within the boiler.
 - 5.7. Lack of water supply or pressure to the appliance.
 - 5.8. Sludge build-up in the system (*unless we were engaged to power flush the system at the time of the boiler installation, and a system filter was fitted*).
 - 5.9. Adjustment to system settings (*i.e. boiler not firing because thermostat accidentally turned down*).
 - 5.10. Replacement of batteries in wireless components unless part of a routine service.

General conditions:

6. This agreement can be cancelled by either party at any time by serving notice in writing to the other party. Any unexpired period of cover to be refunded on a pro-rata basis unless an annual service has been carried out or a callout has been responded to within the current period of cover, when no refund will be made.

Water House, Burn Lane, Hexham, Northumberland, NE46 3HN
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7. Any work undertaken on the boiler by unauthorised third parties will invalidate the contract and no refund will be made for any unexpired period of cover.
8. We will not pay the costs if you instruct another company to work on your boiler.
9. Payment to be made by direct debit (to ensure continuous cover) either paid annually in advance, or by monthly direct debit – at your choice.
10. If you think that you have a gas leak you must call the **National Gas Emergency Service on 0800 111 999** – they will attend your property and isolate the leak.

Price increases

11. The price of this agreement will increase annually in line with the rate of Retail Price Inflation as published at the end of the December prior to renewal, and/or the historical cost of providing this cover to the appliance. *This is not an insurance-backed agreement – which means that you don't have to worry about submitting claims to an insurance company, but it also means that we are taking the risk, and need to ensure that we don't end up with exorbitant costs for any one appliance which would affect other customers' agreements.*

This agreement is subject to our Standard Terms & Conditions and does not affect your statutory rights. It shall be governed by and construed in all respects in accordance with the laws of England and Wales.

This agreement is between:

The Customer: Customer name and address

and:

The Company: **J P Westall Limited, Water House, Burn Lane, Hexham, Northumberland, NE46 3HN**

To cover the installation of a: Make and model of boiler

Boiler serial number: Serial number

Installed on: Date of installation

Installer name: Company name

Annual cost: £ inc VAT

Monthly payment (if paying by DD): £ inc VAT

Period of cover: 12 months (to be renewed automatically until the tenth anniversary of the commissioning date)

Signed (for the Company): 

Name: Simon Cross

Position in company: Director

Date: Date of signature

Signed (for the Customer): _____

Name: _____

Date: _____