

### IgniteCare Terms & Conditions

These Terms & Conditions are part of the contract between you (The Customer) and Ignite Plumbing Services (Scotland) Ltd  
Please read through and fully understand these terms,

#### 1- Definitions

Service plan – Refers to the type of plan that you have chosen to take out. Reference to clause 2 for full details of what the plans are.

Boiler – An appliance located at the domestic property that heats the hot water and/or heating by Natural Gas up to 50kW

Fire – An appliance located at the domestic property that heats the room by Natural Gas.

Cylinder – An appliance located at the domestic property that heats the domestic water by either an electrical immersion heater or the heating circuit.

Heating System - The heating system includes a hot water cylinder, heating pipework, pump, motorised valves, radiators, radiator valves, programmer/timers, cylinder thermostat, room thermostat, and pressure controls.

Plumbing System – The plumbing system includes tap repairs, Hot and cold-water pipes, Coldwater tanks, toilet breakdowns, Silicone seals on baths and showers, Ball valves and float valves, Stop cocks and gate valves and above ground drainage.

Start Date – The date that is stated on the contract is the start of the service plan.

We / Us / – Ignite Plumbing Services (Scotland) Ltd

You / your / Customer – The customer that has taken out the Contract.

Force Majeure – means any circumstances beyond our reasonable control for example strikes, industrial actions, lockouts labour shortages, material shortages and traffic delays.

Contract – The contract is an agreement between you and us for the service of works as per the chosen service plan detailed in clause 2.

#### 2- Type of plan and what's Included

##### Homeowner Plans.

IgniteCare - Boiler	IgniteCare - Fire	IgniteCare - Boiler & Cylinder	IgniteCare – Heating, Fire & Hot Water	IgniteCare - Ultimate
<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Major Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Fire Service (1)</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Annual Unvented Cylinder Service (1)</li> <li>• Major Boiler Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Up to 1 hour to diagnose &amp; problem find boiler &amp; cylinder faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find heating &amp; hot water controller faults,</li> <li>• Guaranteed quick response</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Annual Unvented Cylinder Service (1)</li> <li>• Gas Safety Inspection &amp; Certificate,</li> <li>• Major Boiler Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Up to 1 hour to diagnose &amp; problem find boiler &amp; cylinder faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find heating &amp; hot water controller faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find heating &amp; hot water components</li> <li>• Up to 1 hour to diagnose &amp; problem find radiator faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find plumbing &amp; above ground drainage faults,</li> <li>• Guaranteed quick response,</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Annual Unvented Cylinder Service (1)</li> <li>• Gas Safety Inspection &amp; Certificate (1)</li> <li>• Major Boiler Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Diagnostic &amp; repair to boiler &amp; cylinder systems,</li> <li>• Diagnostic &amp; repair to heating &amp; hot water controller components</li> <li>• Diagnostic &amp; repair to heating &amp; hot water systems,</li> <li>• Diagnostic &amp; repair to radiator systems,</li> <li>• Diagnostic &amp; repair to above ground plumbing &amp; drainage faults,</li> <li>• Parts &amp; Labour Included (2)</li> <li>• Unlimited call outs (3)</li> <li>• Guaranteed quick response,</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>

(1) Annual inspections and services to be booked between March and August unless we agree otherwise,

(2) Limits apply please see Clause 14.19

(3) Unlimited calls out apply if there are faults present, if we inform you that the issue is not a fault or not covered and you call us out, we will have the right to charge our standard rates.

## Landlord Plans

IgniteCare - Landlord	IgniteCare Landlord Heating & Hot Water	IgniteCare Landlord Ultimate
<ul style="list-style-type: none"> <li>• Annual Gas Safety Inspection &amp; Certificate (1)</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Guaranteed 24 hr response for out of plan work,</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Annual Unvented Cylinder Service (1)</li> <li>• Gas Safety Inspection &amp; Certificate,</li> <li>• Major Boiler Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Up to 1 hour to diagnose &amp; problem find boiler &amp; cylinder faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find heating &amp; hot water controller faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find heating &amp; hot water components</li> <li>• Up to 1 hour to diagnose &amp; problem find radiator faults,</li> <li>• Up to 1 hour to diagnose &amp; problem find plumbing &amp; above ground drainage faults,</li> <li>• Guaranteed quick response,</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>	<ul style="list-style-type: none"> <li>• Annual Boiler Service (1)</li> <li>• Annual Unvented Cylinder Service (1)</li> <li>• Gas Safety Inspection &amp; Certificate (1)</li> <li>• Major Boiler Servicing Parts required every four years,</li> <li>• Cleaning and inspection of a magnetic system filter</li> <li>• Diagnostic &amp; repair to boiler &amp; cylinder systems,</li> <li>• Diagnostic &amp; repair to heating &amp; hot water controller components</li> <li>• Diagnostic &amp; repair to heating &amp; hot water systems,</li> <li>• Diagnostic &amp; repair to radiator systems,</li> <li>• Diagnostic &amp; repair to above ground plumbing &amp; drainage faults,</li> <li>• Parts &amp; Labour Included (2)</li> <li>• Unlimited call outs (3)</li> <li>• Guaranteed quick response,</li> <li>• No call out charge on additional plumbing &amp; heating work</li> <li>• Fully qualified engineers</li> <li>• Preferential Labour Rates for additional work,</li> <li>• £0 Excess - No additional excess on this product</li> <li>• Online Client portal to view previous jobs and create new jobs,</li> <li>• Priority Customer Status</li> </ul>

(1) Annual inspections and services to be booked between March and August unless we agree otherwise,

(2) Limits apply please see Clause 14.19

(3) Unlimited calls out apply if there are faults present, if we inform you that the issue is not a fault or not covered and you call us out, we will have the right to charge our standard rates.

### 3- Contract renewal/Cancellation

Your Contract is for a minimum of 12 months from the date of the first payment. Unless you tell us otherwise this contract will automatically renew each year, Subject to us accepting you onto the service plan. This contract will remain valid providing payment is continued by you subject to clause 4.

### 4- Contract invalidations

- If invalid or misleading information has been provided.
- If payment is not received within 7 days of the date due your service plan will be cancelled and charges may apply.
- If on our first visit we find a fault with system/systems.
- If we have advised that a permanent repair is needed to make sure your appliance or system is working properly and safely and you have not acted to resolve in an appropriate manner.
- Anyone other than one of our engineers/subcontractors carries out work on the system.
- If health and safety issues arise from your property or persons in property.

### 5- Acceptance

Acceptance onto one of our service plans does not imply that the boiler, heating system or plumbing system is installed to the relevant standards, and we will not accept liabilities arising from the original design or installation and so make no warranty as to the fitness for purpose. Depending on the package that you select, an engineer will carry out an assessment of your system and carry out the first service, this will be a chargeable visit at a reduced rate and your monthly payments will cover from the assessment onwards.

### 6- Repair Delays

We will not be liable for any delays in the supply of parts from our suppliers. We may fit replacement parts that are adequate but not the same as the defective part(s).

### 7- Replacement Parts

New Parts will only be fitted where old ones are beyond reasonable repair. We will be the sole arbitrators as to the condition of parts, where a radiator requires changing, we will only change for a standard white radiator. Designer radiators and towel rails will be attempted to be repaired but not covered for replacement. Boiler heat exchangers that have been damaged by debris, sludge or scale will not be covered for either parts or labour.

### 8- Appliance Age

As boilers get older for many reasons, they become noisy, where noise is down to the age of the appliance, we will not class this as a fault and is not covered under any plan.

### 9- Boiler replacement

For boilers over 7 years and deemed unrepairable a loyalty discount will be applied to the cost of fitting a new boiler. The service plan payments do not cover the cost of a replacement boiler.

### 10- Access

We are not liable for any repairs to which we cannot gain reasonable access, removal of any obstructions will be at our sole discretion and will reserve the right to charge you at our standard rates. We may insist that you arrange for the removal of the obstruction prior to us carrying out the repair, we will not be held liable for any making good unless it's down to our negligence.

### 11- Charges

If a service plan is cancelled part way through the year, we reserve the right to charge for any services and/or repairs we have carried out at our standard rates. Please see the cancellation section.

### 12- Annual boiler service or landlord certificate

If this is included in your plan, we will try to arrange a visit for this to take place at a convenient time, but you remain responsible for it happening within the contract and within our standard hours of business. In order to keep our pricing competitive and offer you the best service, we recommend that the servicing and inspections are carried out within the months of March & August.

### 13- System flushing

If we recommend that your heating system requires a flush, we will provide you with a quotation and once the system is cleaned, we will continue with any service plan in place. System cleansing is not included in the service plan cost.

### 14- Exclusion

Our service plans do not include –

- 1 Repairs required due to design faults or existing faults prior to the start of this plan.
- 2 Repairs relating to damage caused by you or a third party.
- 3 Any loss or damage to any property caused by the boiler, heating system or plumbing system breaking down for example, damage to ceiling due to a leak.
- 4 Any faults caused by sludge, scaling or blockages
- 5 The cost of removing sludge or scale from the system and the damage caused would not be covered, neither is adding a corrosion inhibitor.
- 6 Boiler repairs are limited to £200 inc Vat in the first three months of your plan
- 7 Damage caused by weather or freezing
- 8 Removal of dangerous materials, for example asbestos.
- 9 Any decorative parts for example casing, paint work, batteries.
- 10 Any part of a flue or components concealed within the fabric of the building.
- 11 The gas supply from the meter to the boiler and or other appliances.
- 12 Damage caused by fire, flood, lightning storm, freezing weather or any other natural event.
- 13 Adjustments to time controls unless already on site.
- 14 Any loss suffered by you due to delay in obtaining parts.
- 15 The cost of a new boiler if parts become unreasonably available, at our sole discretion.
- 16 Accidental damage, theft or malicious damage.
- 17 Routine maintenance, cleaning, descaling, turning on or lighting up the system, clearing airlock or blocked pipes, bleeding system, topping pressure up.
- 18 Loss or damage caused by your equipment not working or costs arising from gaining access, this includes pipes under the floor or in the fabric of building.
- 19 Repairs that will cost over £400 inc Vat.
- 20 Replacement of showers or taps.
- 21 Below Ground drainage.
- 22 Mains supply pipe.
- 23 Replacement of baths, shower cubicles, basins and toilets.
- 24 Access equipment, for example, scaffolding or elevated work platforms.

Permitted by law where we are in breach of the terms of this 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). Under no circumstance are we liable for loss of earnings, profit, loss of goods, loss of business. None of these conditions limit us from the liability relating to death or personal injury from our negligence. This contract is strictly a maintenance contract and IS NOT an insurance policy. Ignite Plumbing Services (Scotland) Ltd is therefore not required to be or regulated by the FCA.

### 15 – Cancellation

#### How you can cancel

You can cancel your service plan agreement or a product at any time, by calling 01698 609003, emailing us at [info@igniteplumbing.com](mailto:info@igniteplumbing.com) or writing to us at: Ignite Plumbing Services (Scotland) Ltd, 2 Fernside Walk, Hamilton, ML3 7PT. We would prefer if you could email so that we can confirm that you are the correct account holder and that your plan doesn't get cancelled accidentally.

#### If you cancel your product within 14 days

We'll give you a full refund of your product(s) if you cancel within 14 days:

- for all products, the 14 days begins on the start or renewal date, or from the date you received the policy documents if this is later

This is your cooling off period. If we've done work for you before the cooling off period ends and then you cancel your service plan agreement or products you may have to pay cancellation charges.

#### If you cancel after 14 days

We'll cancel your service plan agreement from the date you notify us, and we'll refund you for the rest of the time you have already paid for. If we've carried out any work for you, you may have to pay cancellation charges – see cancellation charges table.

Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your service plan agreement with us. If you stop your Direct Debit without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your service plan agreement no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see cancellation charges table.

#### Cancellation charges

If you or we cancel your service plan agreement or any products and we've already completed work for you since you bought or renewed them, you may have to pay cancellation charges. The table to the right of this page shows you the amount you may have to pay. We'll take off any excesses, fixed fees and payments you've made since you bought or renewed your agreement.

#### When we can cancel

We can cancel your service plan agreement or product if:

- you give us false information.
- your boiler or appliance isn't on our approved list.
- we find a pre-existing fault during your first service.
- your product does not include a first service and we find a pre-existing fault at your first breakdown.
- we can't find the parts we need to repair your boiler, appliance or system, despite our attempts.

Type of work completed	Charge per piece of work completed, from
Boiler or Central Heating repairs or replacement	From £81.67 plus Vat*
All other completed repairs or replacement	From £73.33 plus Vat*
Boiler Annual service or first service	£81.25 plus Vat
Gas Fire Annual service or first service	£128.00 plus Vat
Gas safety check and gas safety certificate	£73.33 plus Vat
Materials & Parts	Purchase cost plus 25% markup

\* The amount charged will be dependent on the repair carried out and whether there is an outstanding balance on your account.

- you put our people's health and safety at risk, for example, unsanitary conditions, physical or verbal abuse.
- your home or property is unfit or unsafe to work in.
- you don't let us in to your home or property to work, despite several attempts.
- we tell you to make permanent repairs or improvements, but you don't; or
- you don't make your payments

We'll try writing to or emailing you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your service plan agreement, no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see cancellation charges table.

If we cancel your service plan agreement or product, we'll refund you for the rest of the time you've already paid for. Where you have Boiler and Controls Cover or Central Heating Cover and we can't find the parts we need to repair your boiler and controls or central heating, if you decide to cancel and contact us accordingly, we'll refund any money you have paid for these products since your last renewal date or your last claim, whichever was the more recent.

If we've completed a repair, replacement or an annual service since you bought or renewed your agreement or product, you may also have to pay cancellation charges – see cancellation charges table.

If we cancel your agreement or product at your first service, we'll refund you in full, unless we've completed any work since you bought your agreement or product in which case you may have to pay cancellation charges – see cancellation charges table.

Where you have a repair plan and

- we can't get hold of the parts we need to fix your boiler and controls or central heating, and
- you decide to cancel and contact us accordingly, we'll refund any money you have paid for these products since your last successful claim or your last renewal date (if this informed you that we may not be able to source the parts), whichever was the more recent.