

# SERVICE PLANS TERMS & CONDITIONS



**Introduction:**

This document explains the Terms and Conditions that apply to the Butco Service (Care) Plans. We have tried to set out these terms in a consumer-friendly manner so you know what is covered and perhaps more importantly what is not covered by each Service Plan.

Butco has supplied its customers with high quality plumbing and heating services over many years and we now use our expertise to provide electrical and drainage services too. You can be assured of expert service delivered with integrity within each of our Service Plans.

We will have provided you with a separate statement of the products covered in your Service Plan. Please ensure it is correct and let us know immediately if it is not. Please read these terms and conditions as they (together with the statement of products covered) form the agreement between you and Butco.

**1. Gas Boiler Care:**

1.1 We are proud to offer you three boiler care plans providing you with great flexibility as to the level of cover but all of which protect with 24-hour cover. Your Boiler is at the heart of your heating system providing the warmth for your home protecting you and your Property. Each of the following Service Plans provide different levels of cover, you should purchase the one providing the appropriate cover for your needs. Each Service Plan can be purchased with three excess contributions per claim ('Excess Contributions') including a no Excess Contribution option.

**1.1 The Service Plans:**

We are happy to supply a Landlord Gas Safety Certificate under each of the above Service Plans at an additional cost.

Note: drainage and waste water disposal including sink wastes, waste disposers, macerators, overflows, Toilet Cistern, pipework, drains, sewers, soakaways, septic tanks etc are not covered by the above plans. Please see our Drain Service Plan Clause 4.

Each of the above Service Plans is subject to the Definitions (clause 7), General Terms (clause 5), and the General Exclusions (clause 6). Where an item that would otherwise be excluded by the General Exclusions is shown as included in a Service Plan above, it is not excluded in respect to that Service Plan. Your and our rights to cancel any Service Plan are set out in clause 8.

**The Service Plans:****What's included\***

- Boiler
- Heating controls
- Unlimited callouts
- Annual Boiler Service

**What's included\***

- Boiler
- Heating controls
- Radiators & pipework
- Hot Water Cylinder
- Unlimited callouts
- Annual Boiler Service

**What's included\***

- Boiler
- Heating controls
- Radiators & pipework
- Hot Water Cylinder
- Internal plumbing
- Hot and cold pipes
- Unlimited callouts
- Annual Boiler Service
- Annual unvented hot water cylinder safety check
- DrainCare

\* subject to the terms and conditions herein.

## 2. Electric System Care:

**2.1** Butco's Electric System Care Service Plan provides piece of mind for you in respect of your Property's electrical wiring system.

### 2.2 The Service Plan:

\*\* Excluding wireless doorbells and smoke alarms that are not connected to the mains wiring for their primary power supply. Also excluded are smoke alarms that are combined with a carbon monoxide alarm and carbon monoxide alarms.

\*\*\* On Your request, you are entitled to a single full electrical wiring check (including visual inspection of the outside of the consumer unit, light switches, sockets and testing of insulation resistance testing each cable (to ensure no short circuits are looming which can cause fires) to checking earth loop resistances (to ensure the RCD will work in the event of a fault and prevent you being electrocuted) when you renew your Electric System Care Service Plan for a third year.

You may request the full electrical wiring check before your entitlement to a free check and a charge will be made. On commencement of the third year of your Electric System Care Service Plan we will reduce the cost of that year's cover by the lower of the cost of the full electrical wiring check paid by you and the cost of the third year's cover.

The above Service Plan is subject to the Definitions (clause 7), General Terms (clause 5), and the General Exclusions (clause 6). Where an item that would otherwise be excluded by the General Exclusions is shown as included in the Service Plan above, it is not excluded in respect to that Electric System Care Service Plan. Your and Our rights to cancel any Service Plan are set out in clause 8.

## 3. Drainage Service Plan:

**3.1** Butco's Drainage Service Plan provides piece of mind for you in respect of your Property's drains and sewers.

### 3.2 The Service Plan:

The above Drainage Service Plan is subject to the Definitions (clause 7), General Terms (clause 5), and the General Exclusions (clause 6) save as such exclusions are set aside by the terms of this Drainage Service Plan. Your and our rights to cancel any Service Plan are set out in clause 8.

This Drainage Service Plan is in respect of blockages in undamaged pipework or sewers only. Any repair of pipework or sewers shall be chargeable at our normal rates. We shall provide you with a cost estimate and obtain your authority before we make any repairs.



## ELECTRICCARE

### What's included\*

- All wiring from the consumer unit to the wall sockets or ceiling roses to: the consumer unit
- Light switches and pull cords switches (but not the cord itself) to: ceiling roses
- Electrical sockets and isolation switches
- Immersion heater time switch
- Door bells and smoke alarms \*\*
- Doorway and security lighting less than 10 metres above the ground but excluding bulbs and LE Ds
- Full electrical survey after 24 months\*\*\*
- Unlimited callouts



## DRAIN CARE

### What's included\*

- The removal of blockages in all sink wastes and waste pipes connected thereto
- The removal of blockages in all bath wastes and waste pipes connected thereto
- The removal of blockages in all waste pipes from toilet bowls to the outside of the Property
- The removal of blockages in all waste or freshwater drains from the Property to a public sewer, soakaway or septic tank
- Unlimited callouts

\* subject to the terms and conditions herein.

#### **4. General Terms applying to each Plan covered in this leaflet.**

##### **4.1 14 days:**

You may not make any claim under any Plan until 14 days have elapsed from the date that you first take out that Plan with Butco (the "14 day claim free period"). If you have upgraded from another Plan without a break in cover, your cover will continue under your previous Plan until the 14 days have passed. If you do not renew a Plan before its end, your renewal will be subject to a new 14 day claim free period.

##### **4.2 Access to the Property:**

Our engineers and/or contractors cannot work at the Property without access to the inside of it. Access to the Property will be required even if the work is restricted to cables, pipes, drains, tanks and the like outside the Property. Access needs to be supervised at all times by a person who is permanently resident in the UK and is over eighteen years of age. You must not arrange with us for an engineer or contractor to call at the Property without you providing access to the Property and should you not provide access to the Property we reserve the right to charge you for the visit at our standard rates applying at the time and/or we may cancel your Plan(s).

##### **4.3 Additional Fees:**

We reserve the right to make an additional charge for the initial inspection required before Commencement of the Plan. Any such charge will be payable immediately.

##### **4.4 Annual visits:**

Where possible we will endeavour to carry out annual maintenance and annual inspection visits under your Plan(s) on the same day although We may not always be able to do so. If we are unable to do so you must arrange for our engineers or contractors to have access to the Property on another occasion. Any annual maintenance and/or annual inspection visit will be carried out between 1st March and 31st August and failure by You to arrange an appointment to facilitate same or failure to allow our engineer, or sub-contractor access to the Property for said visit will result in the visit being cancelled with no compensation or refund of any part of the cost of the Plan(s). For the removal of doubt, no further visit will be arranged until the following year and then only provided You have renewed your Plan(s) to cover the period 1st March and 31st August of that following year.

##### **4.5 Area's covered by Butco:**

Butco, located in Sutton Coldfield covers the whole of the Midlands area and is justly proud of its reputation established over many years for its high quality of service. We will advise you when you sign up to any Plan whether we are able to provide our high standards of service to you at your location. If we are unable to, rest assured any money taken will be promptly refunded.

##### **4.6 Butco's responsibilities:**

Butco will meet its responsibilities under your Plan(s) within a reasonable time unless we are unable to do so for reasons outside our control. If we are unable to attend your Property at the time arranged we will endeavour to let you know as soon as we practically can and rearrange the visit at the earliest opportunity. If we are unable to support any of your Appliances or any part of your systems we will let you know as soon as we practically can. Please note the Exclusions to your Plan(s) herein.

##### **4.7 Commencement:**

The Plan will commence only after We have completed an initial inspection of the items covered by the Plan at the Property. We will endeavour to carry out such inspection within 28 days of you taking out the Plan. Faults found on the initial inspection may have to be rectified at additional cost before any item with a pre-existing fault is covered within the Plan. In some cases we may decline to provide any cover under the Plan until such faults are rectified. Notwithstanding the above, we may at our discretion respond to a report of a fault and carry out the initial inspection. If on the initial inspection our engineer concludes that the system is not suitable for our Plan(s) for any reason whatsoever, or after the initial inspection has been completed you do not wish to commence the Plan(s), either party may cancel the Plan(s). We at Our discretion may charge you a fee for attending the Property and conducting the inspection (at our standard rates prevailing at the time). Such fee is payable immediately. On cancellation by either party, we will refund any monies paid less the fee charged for conducting the survey.

Note this initial inspection will not be a full and comprehensive survey or full electrical wiring check unless Our engineer deems such to be necessary.

##### **4.8 Domestic Use:**

The services covered in this leaflet are only provided in respect of equipment, systems and facilities used for normal domestic purposes and used in such manner as the manufacture intended in or where appropriate in the curtilage of the property covered by the Plan(s).

##### **4.9 Excess Contributions:**

Where your plan has an Excess Contribution (or excess fee or similar). You have to pay the Excess Contribution each time We complete a repair for You. This will apply to all repairs save as provided by this clause 5.9. For the removal of doubt, payment of any Excess Contribution will be required for each, every and any repair made whether consequent to our engineers' discovering a fault or faults during a planned service visit or when our engineer is in attendance at the Property consequent to a fault being reported to Us by You or by someone acting for You or by someone who is in occupation of the Property.

Where the repair is a repair consequent to the failure of a repair undertaken by us and the failed repair is within its guarantee period (see clause 5.11) We will not require a payment of the Excess Contribution. Our engineers will use their expert judgement to decide whether a fault is related to an earlier repair or not and save for manifest or obvious error, their judgment will be final and binding on You and Us.

You will be invoiced for the Excess Contribution. We may require you to pre-authorise a debit or credit card for the Excess Contribution before a repair is undertaken at the Property. If you are a Landlord you can authorise an agent to do this on your behalf (provided this is agreed with the agent).

We will not put the charges through until the repair has been completed.

We may attend the Property (at our discretion) and carry out a repair or make safe without having a debit or credit card pre-authorised but in doing so We are not waiving the Excess Contribution which will be due and, in such circumstances, the Excess Contribution will be payable immediately by You. Where an Excess Contribution has been charged for attending the Premises and making safe, we will not make an additional charge of an Excess Contribution in respect of a related repair. Our engineers will use their expert judgement to decide whether a fault is related to an earlier make safe or not and save for manifest or obvious error, their judgment will be final and binding of You and Us.

##### **4.10 Financial Limitations:**

Each Plan has a financial limit of the value that may be claimed. The financial limit is calculated at Butco's standard rates for the work undertaken in respect of the relevant Plan in any 12-month period. This limit can be amended from time to time but unless otherwise stated in your Plan will be one thousand pounds.

##### **4.11 Guarantees:**

Where we install parts or make repairs under a Plan or as additional works as an upgrade, we will replace or repair the parts and make good any faulty workmanship for twelve months from the date we complete the work. This guarantee is in addition to your statutory rights. Where we install a new boiler, as part of the installation procedure a full safety check will be completed by the installation engineer. A separate annual service visit will not therefore be carried out during the first 12 months of the boiler's operation.

##### **4.12 Labour:**

As a general rule, we like to use employees from our group of companies wherever we can to complete our obligations under the Plans. Sometimes it may be necessary for operational reasons to use suitably qualified and experienced contractors to complete work on our behalf. We will ensure any contractor works to our standards. Our contractors will carry identity cards and please feel free to call us to identify the contractor should you wish to.

##### **4.13 Language:**

All correspondence between you and Us will be in English.

##### **4.14 Law:**

All the Service Plans and any other supply of goods and services by Butco will be governed by the laws of England and you and we submit to the exclusive jurisdiction of the courts of England.

#### 4.15 Making Good:

We will not fill or cover any holes we make if we have had to make them to gain access to make a repair. We will not replace the original surface or redecorate. If the original surface was damaged as a result of a fault, for example a water leak, we will not repair the construction or surface finish.

#### 4.16 Notices:

Any notice given under these Terms by either party to the other must be in writing including email. Notices will be effective when delivered.

#### 4.17 Payments:

All payments made in respect of any Service Plan are to be made by monthly variable direct debit.

All such transactions are covered by the Direct Debit Guarantee.

#### 4.18 Safety Advice:

From time to time we may advise you that a system or part of it, or some other item or matter needs to be repaired or upgraded to ensure the safe working of your system and/or the general safety at the Property. For example it may be necessary to improve ventilation to meet current safety standards. Such work would fall outside the scope of the Plans although we may be able to complete the necessary work at our standard charges should you wish. However in the event we recommend that work should be done for the safety of the Property its occupants or visitors and you do not get all of the recommend work done, we may not be able to provide our services under your Plan(s). In such circumstances your Plan(s) will continue to run until its renewal date unless we cancelled your Plan(s).

#### 4.19 Selling the Property:

If you sell the Property during the course of a Plan or Plans, we may transfer the remainder of the Plan(s) to the new owner of the Property, subject to a survey and fee for same. Please advise the new owner of the Property of the opportunity above. As an alternative, you may wish to transfer the benefits of Your Plan(s) to a new property, we may transfer Your Plan(s) to Your new property subject to an inspection survey and fee for same. You cannot transfer the Plan(s) to a new property if you have agreed to transfer the Plan(s) to the new owner of the Property. On transfer, the Plan(s) are suspended until such time as they commence pursuant to clause 5.7.

#### 4.20 Severability:

If any provision of your Plan(s) (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

#### 4.21 Spare Parts:

We may use new original manufacturers parts or parts from a third-party supplier and/or reconditioned parts which we deem to be of satisfactory quality taking into account the efficiency of the overall system being repaired, its age and expected future life. Any part fitted will be covered by the relevant Plan (as long as cover is maintained under that Plan).

We cannot guarantee our engineer or contractor will have access to the necessary parts on the day he calls but we shall try to obtain the necessary parts in a reasonable time and we shall not be responsible for any losses you incur directly or indirectly as a consequence of any delay in obtaining such parts howsoever caused.

Our obligation to supply parts is limited to them being functional and we are under no obligation to match them with your existing equipment or domestic environment. For example, we would replace a domestic wall power socket with a standard product that may not match others in the room. Similarly, we would replace a faulty designer radiator with a standard panel radiator of similar output or more. If you require a specific or matching product, you must supply it although we will not charge labour for its fitting unless it requires specialist knowledge or tools to fit it successfully.

#### 4.22 Third party insurance policies, guarantees and warranties:

Some of the cover provided by our Plans may duplicate other cover you may have under third party insurance policies, guarantees or warranties. You are responsible for checking such insurance policies, guarantees and warranties. In particular your attention is drawn to exclusion 6.10 which applies to all Plans.

#### 4.23 Upgrades:

Upgrades, as the name suggests are changes to your systems that improve its efficiency or safety. The Plans do not cover the cost of upgrades. We are very happy to quote you for upgrades and if we do the work for you such improvements will automatically be included in your Service Plan(s) going forward (subject to the other terms and conditions and exclusions herein).

#### 4.24 Value Added Tax:

Each Plan is subject to Value Added Tax ('VAT') and VAT is charged at the appropriate rate. In the event that VAT regulations change and such change impacts the VAT payable in respect of Your Plan(s) existing at the time of the aforementioned change, we reserve the right to pass on any increase in VAT payable in respect of Your Plan(s) to you.

### 5. General Exclusions applying to all of the Service Plans:

#### 5.1 Access:

Your Plan(s) do not cover equipment or services (including pipework and wiring) which our engineers are unable to gain access to in a reasonable time using hand tools. For example pipework or electrical cable buried in or under concrete or in a wall.

#### 5.2 Accidental damage and misuse:

Unless specifically provided for in your Service Plan repairs of accidental damage or repairs made necessary due to accidental damage or misuse are not covered by your Service Plan.

#### 5.3 Appliances:

In the event that, in Butco's reasonable opinion, a faulty Appliance is beyond economic repair for example because parts are no longer available or the Appliance has come to the end of its normal life or that due to its age it is likely to fail frequently (more than once every two years), neither a repair or the replacement of the appliance is covered in your Plan(s).

#### Excluded Appliances:

The following Appliances and systems and parts are excluded from your Plan(s) unless such Appliances are specifically included in the relevant Plan:

- i) air-conditioners and air conditioning systems;
- ii) air source hot water cylinders save for those installed by Butco;
- iii) energy management systems and electrical control systems for heating or ventilation systems other than motorised control valves in heating systems;
- iv) heating and/or water heating boilers other than those fired by mains supplied natural gas;
- v) heat-pumps;
- vi) heat recovery heat exchangers and pumps;
- vii) immersion heater;
- viii) Rainwater Recovery;
- ix) Swimming Pools;
- x) saunas;
- xi) secondary pumps to heating, plumbing and ventilation systems;
- xii) Showers;
- xiii) Solar Water Heating;
- xiv) Solar Electricity Systems;
- xv) spa's, spar baths and hot-tubs;
- xvi) thermal stores;
- xvii) underfloor heating elements or pipework, manifolds, mixing valves, pumps, wiring centres, time and temperature controls;
- xviii) cast iron radiators, towel radiators, designer radiators (but not standard panel radiators).
- xix) Water Treatment;
- xx) any appliance that has a similar function to any of the above.

#### 5.4 Asbestos:

The removal of asbestos and any products containing asbestos such as asbestos cement, insulation and Artex (and similar textured wall coverings) cannot be undertaken by us. If any required work requires the removal or disturbance of any product containing asbestos or which may contain asbestos you will have to arrange, at your expense, for a suitable licensed contractor to undertake the necessary work on or removal of the asbestos before we carry out any work on your behalf. Before we start work after the removal of any asbestos we will require a clean air certificate for the Property. The person removing the asbestos must provide you with such certificate by law.

### 5.5 Consequential Loss:

Butco's liability is limited to the repair (subject to the exclusions) of the items covered by the relevant Plan(s). Neither Butco, nor its engineers or contractors shall have any liability for any consequential loss whatsoever (including but not limited to redecoration, repair of the Property, loss of earnings, loss of value or loss of performance) save where such loss is caused directly by their negligence. Nothing in this clause shall limit Butco's liability for death or personal injury.

### 5.6 Deliberate Damage:

Deliberate damage or repairs made necessary due to deliberate damage are not covered by your Service Plan.

### 5.7 Existing Faults:

Any existing faults or design faults or damage consequent to them are not covered by your Service Plan(s) unless we created the design fault.

### 5.8 Flues:

A secondary flue/flue terminal/flue that is not part of the boiler or heater as the case may be are not covered by your Plan(s).

### 5.9 Health and Safety:

Our engineers and contractors will not work where there is a health and safety risk. Health and safety risks include but are not limited to hazardous materials such as asbestos, dangerous installations or equipment, infestations, insanitary conditions, and harassment (including verbal or physical abuse).

### 5.10 Insurance:

Any loss covered by a valid insurance policy will not be covered under your Plan(s). In the event that we carry out a repair to an item or system which is covered by an insurance policy you will at the first opportunity advise us of the existence of the policy and provide us with a copy of the policy and schedule of insurance. Thereafter we will invoice you for the cost of the repair and you will make a claim for the cost of the repair under the said policy and account for such monies received in respect of same to us.

### 5.11 Losses:

Butco will not be responsible for any loss or damage at the Property as a result of your Appliance or system breaking down or failing including cleaning, redecoration or repairs unless the loss was caused directly by the negligence of one of our engineers or contractors.

Butco will not be responsible for any consequential loss or damage howsoever arising.

Butco will not be responsible for any loss or damage caused by its failure to perform any of its services if in the reasonable opinion of Butco it was prevented from doing so for problems of:

- i) Access;
- ii) Health and Safety;
- iii) staff shortages, illness or staff holidays.
- iv) industrial action;
- v) to provide the service would require Butco to breach any law;
- vi) force majeure;
- vii) any other matter that Butco considered rendered providing the service dangerous or outside the scope of the relevant Service Plan(s).

### 5.12 Miscellaneous Exclusions:

The following miscellaneous exclusions apply to all Plans:

- i) replacement of bulbs and batteries;
- ii) loss or damage caused by radio interference;
- iii) including but not limited to noises caused by expansion or contraction of pipework, air in water pipework or radiators or kettling or water hammer.
- iv) amending allocated radio frequencies used by your system if previously amended by persons other than our engineers or contractors;
- v) wireless routers, modems, telephone and internet connections and wiring;
- vi) ceiling roses that have decorative finishes or form part of the light fitting;
- vii) without prejudice of the generality of clauses 6.2 and 6.6, ceiling roses that include an integrated bulb holder and the bulb holder has been damaged by using bulbs of a wattage exceeding the specification of the bulb ceiling rose;
- viii) coaxial cabling of every kind and sockets and connectors thereto;

- ix) electrical power sockets with metal face plates or other decorative finishes;
- x) electrical power sockets that include integral data, TV, satellite sockets or USB chargers and the like;
- xi) resetting controls and programmers for time, temperature, cycle and the like other than during planned routine visits;
- xii) damage caused by a failure of supply of gas or electricity or water;
- xiii) without prejudice of the generality of clauses 6.2 and 6.6, damage caused by using bulbs of a wattage higher than the bulb holder or the light fitting or the lamp shade was designed to accommodate;
- xiv) without prejudice of the generality of clauses 6.2 and 6.6, damage caused to wiring or sockets where the damage is caused by use of appliances drawing more current than the socket or wiring specification provides for;
- xv) rectifying faults or repairing damage caused by frost, snow, storm, explosions, lightning, war, civil disorder or acts of God;
- xvi) data cabling and telephone cabling of every kind and the sockets attached thereto;
- xvii) dedicated transformers or other low voltage power supplies for Appliances;
- xviii) flexible wire connection (including electrical plug, if any) between the isolation switch or electrical socket and an Appliance;
- xix) light switches and light pulls with metal face plates or other decorative finishes;
- xx) light switches that include a 'dimmer' or remote control or automation for example but not limited to Passive Infrared, sonic or ultra-sonic systems;
- xxi) wall light fittings;
- xxii) internet connected devices or appliances;
- xxiii) replacement of any parts that are of a decorative nature;
- xxiv) cash alternative to repairs pursuant to your Plan(s);
- xxv) upgrades;

### 5.13 Pipework cable & wiring excluded:

Unless specifically provided for in your Plan(s), any repair to or renewal of the following are excluded:

- i) fresh water pipework from the mains supply to your stopcock;
- ii) electrical supply from the mains to your consumer unit;
- iii) pipework for your gas supply, from the mains supply to the gas meter;
- iv) pipework from your gas meter to the Appliance;
- v) drains and sewers from your property to the mains drainage, sewer, soakaway or septic tank,
- vi) shared drains,
- vii) any steel or lead pipework.

For the purpose of the above exclusion, the term pipework includes joints and unions, hoses and storage tanks.

### 5.14 Removed parts of a System:

Rectification of any faults that have occurred due to the removal or adjustment or modification or attempted repair of any part of the system or Appliance covered by your Service Plan unless the aforesaid was carried out by or on behalf of Butco are not covered by your Plan(s).

### 5.15 Sanitary ware, taps, blending valves:

Sanitary ware, taps, blending valves and sealant are not covered in your Plan(s) unless specifically provided for therein.

### 5.16 Sludge & Scale:

Removal of sludge, hard-water scale, rust or any contaminant from your heating system, hot water system or other plumbing system or appliance and any damaged caused by such aforementioned contaminant are not covered by your Plan(s).

### 5.17 Third Party rights:

No one other than you will be able to benefit from your Service Plan. If you are a Landlord, you may at your risk give permission to your tenant or letting agent to provide access for our engineer or contractor to your Property.

### 5.18 Third Party works:

Workmanship of a third party (other than a contractor employed by us) is not covered by your Service Plan(s).

Repairs made necessary due the poor workmanship of the third party or the substandard quality of parts supplied by the third party is not covered by your Service Plan(s). In respect of the determination of the quality of parts supplied by any third party, save for obvious error, our determination will be final.

#### **5.19 Charges for callouts where the fault is excluded**

Where We (including our subcontractors or engineers) have visited the Property at Your request and the fault, failure or breakdown was consequent to an excluded item, at Our discretion we may charge you a fee for attending the Property and the time taken to inspect the defective item.

### **6. Definitions**

**6.1 24-hour cover:** means that we are available 24 hours a day for You to report a breakdown or emergency. Notwithstanding the above, we will also endeavour to attend your emergency within 24 hours of your reporting the emergency, this cannot be guaranteed and attendance Within 24 hours may not be achieved if there have been unusual volumes of emergencies reported or inclement weather. Our attendance does not guarantee a repair will be completed by an engineer as spare parts may be required but the engineer will attend to make safe in an emergency situation. This may be simply isolating the gas/water/heating supply. If we have to isolate heating or cannot reinstate heating we will provide 2x temporary electric heaters if no other form of heat is available in the Property.

**6.2 Air source hot water cylinders:** means hot water storage cylinder with integral air source heat pump.

**6.3 Appliance:** means boiler, water heater, immersion heater, hot or cold water cylinder or storage tank (vented or unvented), heat stores, secondary pumps, any electrical appliance, any control system electrical, mechanical or otherwise and all similar items including motorised control valves in heating systems, heat-pumps, air-conditioners and heat recovery heat exchangers (including any integral pumps or fans), Solar Water Heating and Solar Electricity Systems, spas, spa baths, hot-tubs, saunas or any device of a similar nature or function to any of the aforementioned.

**6.4 Breakdown:** means a breakdown of any part of a system which is covered by your Plan.

**6.5 Boiler:** means mains gas fired boilers only.

**6.6 Butco:** means Butco Heating Limited (company number 1089679) registered in England registered office at Trinity House, Kingsbury Road, Sutton Coldfield, West Midlands B76 9DD.

**6.7 Emergency:** means a sudden and unexpected event which requires attention either to prevent further damage to the Property or a risk to life which is covered by your Plan.

**6.8 Heating Controls:** means time clocks and programmers, thermostats (excluding radiator thermostatic valves) and hot water tank thermostats but excluding Internet Heating Controls.

**6.9 Hot and Cold Pipes:** means pipes (but not flexible hoses) carrying hot or cold water and joints.

**6.10 Hot Water Cylinder:** means hot water cylinder whether vented or unvented but excluding thermal stores and immersion heaters (including the heating element and thermostat).

**6.11 Internet Heating Controls:** means any heating control hardware installed in the Property that is capable of remotely controlling the heating system using a mobile device such as a smart phone, tablet or such other device.

**6.12 Internal Plumbing:** means all plumbing within the fabric of the Property forming part of Radiators and Pipework as defined below and the hot and cold-water systems but excluding taps, sanitary ware, and Solar Water Heating.

**6.13 Plan:** means Boilercare Essential, Boilercare Plus or Boilercare Complete and or Electric System Care, and or the Drainage Service Plan and 'Plans' shall mean any combination of them.

**6.14 Property:** means the property or properties covered by the Service Plan or Plans.

**6.15 Radiators and Pipework:** means standard pressed steel panel radiators, including radiator valves and radiator thermostatic valves, pipework, manifolds, motorised valves, expansion vessels and valves

forming part of the gas fired heating system but excluding any other pipework, item or other matter excluded under clause 6 including but not limited to any pipework connecting Solar Water Heating parts to each other or to the general heating or water heating systems.

**6.16 Rainwater Recovery:** means rainwater recovery or rainwater harvesting systems including tanks, filters, pumps, treatment plant and all pipework attached thereto other than rigid pipework within the Property.

**6.17 Showers means:** means any shower within the Property whether it is electric, mixer, thermostatic or other. This includes valves, electric shower units, heaters, pumps, shower trays, shower wastes, shower cubicles, shower doors, hand-sets, shower heads, riser rails, hoses, body sprays, steam generators, sealant and any other device designed to enhance the showering experience. Fixed rigid pipe work-between the parts of the Shower are excluded from this definition.

**6.18 Service Plan:** means the service plan or plans as set out in this agreement and purchased by you and provided by Butco in respect of the Property.

**6.19 Solar Water Heating:** means any solar panel designed to collect heat from the sun transferring the heat to the hot water system of the Property either directly or indirectly, including all solar panels, valves, pumps, hoses, pipework and expansion vessels. Fixed rigid pipe work between the parts of the Solar Water Heating system within the Property are included in this definition.

**6.20 Solar Electrical Systems:** means poly voltaic panels, inverters, controls, meters, batteries, mounting systems and electrical cabling between said items and the consumer unit.

**6.21 Swimming Pools:** means any swimming pool at the Property, and all plumbing, electrical and heating systems servicing the swimming pool save for domestic heating and lighting.

**6.22 Toilet Cistern:** means, without prejudice to the generality of the term "sanitary ware", the cistern tank, flush valve or siphon, float, inlet control valve or float valve or fill valve, coupler to the toilet pan, any control lever or button and or any diaphragm, seal or washer contained therein.

**6.23 us or Us:** means Butco.

**6.24 Water Treatment:** means water softeners, descalers (electric and magnetic), dirt separators, filters including reverse osmosis and ultra violet light treatments and all pipework connecting any parts of the Water Treatment to other parts of the Water Treatment.

**6.25 Waste pipes:** mean and any pipe connected to sanitary ware from the waste to the outside of the building forming the Property or to a sewer if within the building. For the removal of doubt wastes and waste pipes connected to washing machines and dishwashers are excluded.

**6.26 we or We:** means Butco and 'our' or 'Our' means belonging to Butco.

**6.27 you or You:** means you and 'your' or 'Your' means belonging to you.

### **7. Cancellation:**

#### **7.1 Your right to cancel within 14 days:**

You have the right to cancel your Plan(s) within 14 days of the date taken out without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Butco Heating Limited, Trinity House, Kingsbury Road, Minworth, Sutton Coldfield, West Midlands B76 9DD, telephone 0121 355 1121 (or you may contact us by email: [info@butco.com](mailto:info@butco.com)) of your decision to cancel your Plan(s) by a clear statement (e.g. a letter sent by post, or e-mail). To meet the cancellation deadline, it is sufficient for you to send Your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### **IMPORTANT NOTE**

Cancellation of a direct debit mandate by you does not cancel Your Service Plan(s). Your Service Plan(s) will continue and your liability under them will continue to accrue until cancellation is made in accordance with these terms and conditions by either you or us.

## EFFECTS OF CANCELLATION

If you cancel a Service Plan within 14 days, we will reimburse you all payments we have received from you less our normal charges for work carried out at your request during the 14-day period (including charges for inspections and surveys).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of our services during the cancellation period, you shall pay us an amount for the repairs or services received at our standard rates and we shall invoice you for same on receipt of your decision to cancel.

### 7.2 Your right to cancel after 14 days:

You have no general right to cancel a Plan. Should you move house, provided we are able to provide a similar level of service to you at your new home as provided under your Service Plan(s) we will transfer the Plan(s) to your new home without charge. If we are unable to provide similar service to you we will advise you accordingly and cancel your Service Plan effective from the date of your change of address. Please ensure you provide Butco with all the information we need to evaluate whether or not we can transfer your Service Plan(s).

### 7.3 Our right to cancel:

We may cancel any Plan(s) at any time without notice if:

- You have given us false information;
- You do not make a payment to us due under any of your Service Plan(s);
- You do not give our engineers or contractors access to the Property or any part of it;
- We discover a design fault or some other fault that pre-existed your Plan(s);
- there is a Health and Safety issue at the Property;
- You do not carry out any Upgrades we recommend; or
- We are unable to maintain or repair any of your Appliances or any part of Your systems covered by the Plan(s);
- the cost of the repair required (including parts and labour when charged at Our standard rates) exceeds or in aggregate with the services previously provided to You under Your Plan exceeds the financial limit on your Plan;
- You sell the Property and do not transfer Your Plan(s) to another property.

We may carry out an inspection of the system covered by a Plan at any time and if in our reasonable opinion we are not able to provide our usual level of service, or the system has a design flaw, or any part of it is beyond its economic life, or we are unable to obtain parts necessary to meet our obligations under the relevant Plan we may cancel your Plan without notice.

## EFFECTS OF CANCELLATION

If we cancel a Plan, it will be deemed that the Plan fees payable accrued on a time basis. You will owe us any monies due on that basis up to the date of cancellation that remain unpaid by you and we will reimburse any money you have paid in advance of the date of our cancellation.

If we have cancelled the Service Plan because we are unable to obtain parts for an Appliance or the cost of the repair required (including parts and labour when charged at Our standard rates) exceeds, or in aggregate with the services previously provided exceeds, the financial limit on Your Plan, unless we have carried out work or attended a callout at the Property in the current 12-month period of the Service Plan, we will refund all monies paid to date for the current 12-month period. Where we have carried out work under the Service Plan or attended a callout, we may deduct from the refund our standard charges for the work undertaken or any callouts up to the value of the refund before deduction. You will not be asked to pay more than you have paid up to the date of cancellation. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of our services during the cancellation period, you shall pay us an amount for the repairs or services received at our standard rates and we shall invoice you for same on receipt of your decision to cancel.

## RENEWING SERVICE PLANS (CARE PLANS)

Butco will send an invoice to you approximately 2 weeks prior to the end of each 12 months period to renew your Service Plan for the next 12 months.

If for any reason you do not wish to renew your Plan, inform Butco in writing by e-mail or letter within 7 days of receiving the invoice. If you would like more information, please contact us.

Butco Heating Ltd.  
Trinity House,  
Sutton Coldfield,  
B76 9DD  
e-mail: [info@butco.com](mailto:info@butco.com)  
Phone: 0121 355 1121

## PRIVACY POLICY STATEMENT

### Introduction

Butco Heating Limited commits to protecting the privacy of its clients and visitors to its website. The statement below describes how we collect and use personal information provided to us.

### Collection and use of Information

Personal information is collected from users who register on the website, or use the online form or who subscribe to newsletters etc. The information collected will typically include, but may not be limited to, name, company name, email address and company position. We retain the information of clients and potential clients who we are in contact with us through email from the website. This information is treated by us as strictly confidential. We will not pass this information to any third party unless explicit permission to do so has been provided, or it is legally required.

We will ensure that any personal information we hold is held securely and in accordance with relevant Data Protection legislation. We will from time to time contact you for the purposes which you have consented to receive information from us. You may choose to remove consent to receive such communications at any point by notifying us.

When someone visits our website, we use a third-party service, Google Analytics, to collect standard internet log information and details of visitor behavior patterns. We do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way which does not identify anyone. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website. If we do want to collect personally identifiable information through our website, we will be up front about this. We will make it clear when we collect personal information and will explain what we intend to do with it.

### Other websites

Any links to other websites do not imply any validation and Butco Heating Limited is not responsible for the privacy policies or content of these websites.

The full Privacy Policy Statement can be viewed or downloaded from our website [www.butco.com](http://www.butco.com)