

THE EXCLUSIVE PLAN:

This plan is for homeowners wanting the benefits of a Swift Service Plan but have not had their boiler fitted by us. We will cover your central heating system, subject to it passing our Initial Inspection. This option has limited spaces and is only available to 100 people. It will cover everything listed above within the Premium Plan option.

These are the standard terms and conditions which apply to all Swift Service Plans entered into with us, Swift Heating & Gas Services Ltd, a company registered in England and Wales under company number 11211145, whose registered office is at 167 Park Street, Cleethorpes, England, DN35 7LX.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"The company" means Swift Heating & Gas Services, of the above registered address with the above registration number;

"The customer" means the person or persons, firm, company or other organisation joining the Swift Service Plan scheme;

"Central Heating System" means the central heating boiler, flues, radiators, radiator valves, all heating controls, hot water cylinder, feed and expansion tank, heating pipework and gas supply from the meter to the appliance;

"Gas safe registered engineer" refers to a person who has been checked to ensure that they are competent and qualified to work safely and legally with gas and gas appliances;

"Initial Inspection" means the first visit from an engineer at the property to assess the central heating system and service the boiler which will be charged at £60, £80, £120 + VAT dependant on the service level. These charges only apply if you decline the Service Plan or if we are unable to cover your boiler for any reason;

"Service Plan" refers to the contract which the Company and Customer enter into in accordance with these terms;

"The property" means the house, flat, or other domestic dwelling which it is agreed that the Service Plan relates to;

"Spare parts" means the parts of the Central Heating System which have failed to work and which may need replacing by the Company subject to the terms of Clause 12c below.

"Force majeure" means certain acts, events or circumstances beyond the control of either parties, for example, natural disasters or the outbreak of hostilities.

"The agreement" re

2. Introduction

- a) When the Customer joins a Swift Service Plan, the Customer is entering into an agreement with the Company, the agreement will be governed by these terms and conditions which set out how the scheme works and what the Customer, as a member of a Swift Service Plan, can expect from the Company.
- b) The Company reserves the right to amend these terms from time to time as reasonable and shall provide all customers with one month's prior notice of any amendments.

3. Commencement

- a) The agreement will commence following a satisfactory Initial Inspection of the Customers central heating system and upon receipt of the first payment (to be in cleared funds) from the Customer to the Company. The customer may not request a repair under the agreement within the first month.

4. Payments

- a) If the Customer occupies the premises where the Central Heating System and boiler are situated then the annual payment may be paid in one lump sum, by debit card, credit card, cash, or direct debit in twelve monthly instalments. The Customer must provide payment details when requested by the Company. All payments are processed safely and securely using Stripe.
- b) Your selected Swift Service Plan will not commence until initial payment has been received by the Company (in cleared funds)

5. Initial Inspection

- a) The Company will arrange for one of our Gas Safe Registered Engineers to visit the Customer's property and inspect the Customer's Central Heating System to make sure they are safe and working properly.
- b) If the Engineer discovers a problem with the Customer's Central Heating System (which must meet European CE Standards) during the Initial Inspection; the Company will let the customer know what the problem is and how much it will cost to repair. If the Customer does not wish to have the problem rectified, then the appliance in question cannot be covered by the Service Plan.
- c) The Company reserves the right to reject any application, in its sole discretion, at the Initial Inspection stage.
- d) The Company reserve the right to decline to accept the Customer onto a Swift Service Plan or carry out work on any appliance where the carrying out of work would in our reasonable opinion pose a risk to the engineer's health and safety or to the health and safety of others. This includes boilers which contain asbestos materials.

6. Annual Inspection

- a) The Company will inspect / service the Customer's Central Heating System on an annual basis at approximately the same time each year.
- b) In the event of continued failed attempts to gain access to the Property which is not due to our fault to undertake a service, The Company reserve the right to cancel this Agreement and shall not be obliged to carry out further work. If The Customer subsequently requires a service, this will be subject to our standard charge for a boiler service under our standard terms and conditions. In any event of any further failed attempts to gain access to the Property to undertake any Work, The Company may make an additional charge to cover our reasonable expenses.

7. Annual Inspections & Breakdowns

- a) The Company's Engineers will be available to visit the Customer's property for services between the hours of 8.00am and 4.00pm Monday to Friday only (excluding Public Bank Holidays)
- b) The Company's Engineers will be available to visit the Customer's property between the hours of 8.00am and 8.00pm Monday to Thursday and Friday to Saturday between the hours of 8.00am and 4.00pm for in the event of an emergency for example, Customer's Central Heating System breaks down. (excluding Public Bank Holidays)
- c) If engineer is available on a Sunday, we will endeavour to contact you, this is at the Company's discretion.
- d) When your annual service is due, we will send you a text, email and a telephone call to book this in with you. We will attempt contact up to three times. If after the initial three contact attempts we have been unsuccessful in booking your appointment, we will not make another attempt and the responsibility to arrange the appointment will lie with the Customer.
- e) The Company reserve the right to cancel the agreement if The Company are unable to access the Property to carry out the work and in this circumstance no refund will be paid.

8. Customer Obligations

- a) In order to remain covered by a Swift Service Plan, the Customer must take reasonable steps to prevent any damage to or breakdown of the Central Heating System. For example, the Customer must use the Central Heating System in accordance with the manufacturer's instructions and if there is a fault or if any of them break down, the Customer must report this to us as soon as possible. The Company cannot be held responsible for any repairs which arise as a result of the Customer's failure to inform us of any problems or the Customer's or any third party's misuse of the system or appliance.
- b) You will provide us with access to the property at all times during which we reasonably require such access in order to provide the Service. We require a person over the age of 18 to be present at the property whilst we carry out the services. If you are not at the property when our engineers visit, you must make sure that there is someone else present, over the age of 18, who can give instructions to our engineer on your behalf.
- c) The Company shall have no responsibility for repairs which are required due to the Customer's interference with the Central Heating System or any Covered Appliance or due to any damage or problem caused by anyone else the Customer allows to interfere with the Central Heating System or any Covered Appliance.
- d) If the Customer calls out an Engineer when there is not a problem with the Customer's Central Heating System, then the company will charge the Customer for that call out in accordance with our standard call out rates; Monday to Friday (8.00am -4.00pm) £54+VAT. On Saturdays we will charge the customer £150.00 +VAT. Any out of hours calls will incur a further charge (variable). In the event that the Customer disagrees with the diagnosis by the Company's Engineer, the Customer may at their own expense seek a second opinion of another Gas Safe Registered Engineer and the Company will take any written report prepared by such an Engineer into consideration.
- e) It is the Customer's responsibility to ensure that the Engineer has full access to the boiler, for example, surrounding cupboards/doors must be removed in advance. The company do not accept any responsibility for damage to surrounding fixtures. If we attend the appointment and it is not accessible to carry out the required works and we have to remove cupboard doors/fixtures, a charge will be applicable.
- f) It is the responsibility of the Customer to ensure that all work areas are safe for our Engineers, for example, if they are working within a loft, there must be a fixed ladder, lighting and floorboards.
- g) It is the responsibility of the Customer to ensure that the external water supply stopcock has been turned off. If we attend your appointment and this has not been done and our engineer has to turn this off, a charge will be applicable.

9. Spare Parts

- a) The Company will take reasonable steps to acquire any parts required as soon as possible. The Company maintain a stock of the most commonly required parts and have established contacts with local suppliers. As the Company often must rely on third parties or manufacturers to supply parts, the Company cannot be held responsible for any delays in obtaining supplies of these parts although, where possible, the Company will give the Customer an indication of any likely delay.
- b) At the Annual Inspection the Company will endeavour to identify and advise the Customer of any likely supply problems in relation to spare parts due to the age or manufacturer of the Customer's Central Heating System/Boiler. If it is not possible to obtain a particular part or a suitable alternative (for example, if the part in question is no longer manufactured or available) the Company will advise the Customer of the reasons for this,

the Company may thereafter cancel the agreement. In this event, the balance of the Customer's annual premium will be refunded.

- c) In exceptional circumstances, including but not limited to, where an expensive part is required on an old boiler and in the Engineers' opinion the changing of the part would not prolong the life of a boiler or could increase the likelihood of the boiler breaking down in which case it may not be economical for us to acquire a particular Spare Part. In this event the Company will advise the Customer of the reasons for this, and the Company may thereafter cancel the agreement, in which case the Company shall refund the balance of the Customer's annual premium to the customer.

10. Obsolete Parts and Beyond Economical Repair

If when attempting to repair your boiler the parts required are found to be obsolete or your boiler is beyond economical repair the following terms shall apply.

- a) If found the part for your repair is obsolete, your plan will be terminated by the Company and a compensation offer of £400 will be made. This compensation will only be offered if installation of the new boiler is by ourselves.
- b) If we deem your boiler to be beyond economical repair (85% of the retailed price inc VAT) your plan will be terminated by the Company and compensation offer of £400 will be made. This compensation will only be offered if installation of the new boiler is by ourselves.
- c) The Company will also terminate the contract if a part is obsolete, and not replacing/repairing this specific part is effecting the safety of the boiler regardless of the boilers working state.

11. Our Engineers

The Company has a team of suitable experienced and Gas Safe Registered Engineers. The Company may, if required, subcontract any aspect of the work to any suitably qualified, insured and experienced contractors at the Company's discretion.

12. Duration of the Agreement

- a) The agreement will, unless terminated earlier in accordance with these terms, last for an initial period of 12 months from the date of commencement specified in the agreement.
- b) When the Customer's agreement is due to expire, if the Customer pays monthly, then payments will continue to be processed using the Customer's current payment details unless the Customer tells us otherwise. In the case of any annual payments, the Customer will have to pay the annual fee prior to the specified renewal date, and this is the responsibility of the Customer. If the Customer does not do so, then the Company will presume that the Customer wishes to cancel the Agreement and the Company's obligations under this agreement will expire at 12 midnight on the last date of the current 12-month period.
- c) If the Customer sells the Property, they shall supply the Company with evidence of the sale and the Company shall terminate the agreement forthwith. If the purchasers of the Customer's Property wish to join a Swift Service Plan, the Company will make the necessary arrangements as with any new customer.

13. Termination

- a) During the course of the agreement, either party may terminate the agreement by providing 14 days prior written notice to that effect. Notice given by the Company shall be sent to the Customer's address and the Customer should send notice to the Company's office via recorded delivery in the post.
- b) If the Company terminates the agreement, the Customer will be entitled to a refund of any payment which the Customer has pre-paid on a "pro rata" basis. The Customer will not, however, be entitled to a refund if the Company terminates the agreement because of the Customer's breach or if the Customer terminates the agreement within the initial 12-month period. In these cases, the balance which remains outstanding for the remainder of that initial period shall be immediately due. The Company shall be entitled to retain and / or recover a fair and reasonable proportion of monies from The Customer to cover any losses or costs that The Company suffer as a result of cancellation of the contract by The Customer to cover any incurred costs or expenses including parts, labour, administration costs and any applicable VAT thereon. If the Customer is a landlord, the Customer will not be entitled to a refund if the Customer cancels the agreement at any time following the issue of the Gas Safety Certificate.
- c) In addition, The Company may cancel the contract if:
 - Any information The Customer has provided to The Company is false and / or negligently incorrect and such information affects the carry out of work / repairs.
 - The Customer has failed to pay their monthly fee or any additional amounts payable by The Customer in accordance with these Terms and Conditions.
 - The Customer fails to provide access to The Property for any work / repairs to be carried out.
 - Any parts required to carry out the work / repair are no longer available, or, in The Company's reasonable opinion that the Customers boiler is beyond economical repair;
 - The Company are unable to carry out the work / repair or a substantial part of it due to something which is beyond The Customer or our reasonable control (including without limitation, any health and safety issues);
 - If The Customer exhibits abusive or threatening behaviour towards our employees.
- d) If the contract is terminated within the initial 12 month period due to any of the reasons listed above, but we have already carried out significant work under the plan, the Customer will be liable for the costs of all parts and materials and will be invoiced accordingly.

14. Cooling Off Period

- a) The Customer has 14 days in which to cancel the agreement from the date of commencement of the agreement. If the Customer does change their mind within this period, the Customer can cancel by contacting our office (01472 476797 / 07775599339) and the Company will provide the Customer with a full refund within 14 days. The Company will not normally carry out any work for the Customer during this period (with the exception of the Initial Inspection) unless the Customer specifically asks us to, in which case, the Customer will be deemed to have waived the Customer's cancellation rights.

15. Public Liability

- a) The total liability of the Company to the Customer for any breach of this agreement, breach of any duty of care which the Company owes to the Customer, our negligence or any other act or omission on our part which may give rise to liability shall be limited to £5 million in any one incident. This does not restrict or limit our potential liability for death or person injury which results from our negligence.
- b) The Company reserves the right to amend the Terms and Conditions without prior notification.
- c) The Company shall not be liable to the Customer for:
- i) losses that were not foreseeable when the agreement was entered into;
 - ii) losses of a consequential nature (such as damage to furnishings, carpets or building structure as a result of leaks from the Customer's system) unless the Company are responsible for the cause of the damage;
 - iii) loss or damage that was not caused by the Company or as a result of any breach on its part, such as any damage caused by the Customer or a third party or faults with the system which existed prior to the Customer entering the Service Plan;
 - iv) for costs, losses and damages which are in the nature of insured risks, for example, damages caused by flooding, fire, freezing weather conditions, lightning, storms, subsidence, structural repairs, alteration, demolition, faulty workmanship, the interruption of electricity, water or gas service or any uninsured risks;
 - v) any liability which arises as a result of any so called "force majeure" event or occurrence which is beyond our reasonable control;
 - vi) any problems which are due to any faulty or inaccurate request, information or specification made by the Customer or due to any failure by the Customer to make any particular request or specification or provide relevant information.

16. Contact Us Regarding a Repair

- a) If the Customers Central Heating System/Boiler is not operating correctly please call us to arrange for an engineer to attend. The Company shall make the first available appointment and carry out repairs as soon as possible. Upon arrival at the property the engineer will check that the Customer is eligible for a repair in accordance with the Service Plan option that the Customer has chosen.
- b) If The Company needs to order any parts to carry out the repair The Company may need to arrange further appointment(s) with The Customer.
- c) In completing any work / repairs The Company may use whatever parts The Company deem appropriate for the work / repair. If the parts are no longer available and The Company cannot repair the Customers boiler, then Section 15 will apply.
- d) Boiler repairs are limited to £100.00 within the first three months of The Customer contract and £1000.00 in a 12 month period.
- e) The Company shall not be responsible for any delays caused by third party suppliers or manufacturers.
- f) The Company shall use engineers to carry out the work / repair who are employed by The Company or who have been approved by The Company and who are suitably and properly qualified to carry out the work / repair.
- g) The Company will not reimburse the costs of another engineer attending or repairing the fault.
- h) The Company guarantee all parts and labour for 12 months from the date of the work / repair.
- i) The Company will only fit parts provided by us or one of our trusted suppliers/manufacturers
- j) The Company will only replace fully failed parts and not intermittent faults or parts making noise

17. Data Protection

The Company will process the Customers personal details to enable us to provide the Customer with the contract and for administration of this contract and the Customer account (including debt collection / credit reference agencies), provide updates and account and service information to The Customer, to assess risk, carry out marketing (unless the Customer have notified the Company that the Customer does not wish to receive marketing), carry out market research and after sales service including notifying the Customer of when the Customers next service is due, system testing, analysing the Customer account history and to detect and prevent fraud.

The Customers personal details may be disclosed to our employees, agents, service providers and assignees for these purposes.

The Company may share the Customers personal details with the above-mentioned organisations, relevant trade bodies (including the Gas Safe Register) all other associated bodies who may need to pass the information onto the relevant body to comply with Building Regulations or other regulatory requirements and / or in order to carry out the work / repair and any after sales service.

The Company may search the files of credit reference agencies to carry out credit checks on The Customer and the agencies may record a copy of the search and may share it with other organisations to assist with credit related decision making and fraudulent activity. This may involve passing the Customers information outside the European

Economic Area (EEA) to countries that do not have the same data protection standards as the Company does in the UK. If the Company or our agents do this the Company will make sure that it happens with the relevant legal protection in place. The Company may monitor and / or record the Customers telephone calls for training and security purposes.

The Company will release the Customer's account details to any organisation the Company may transfer our rights and responsibilities to under this Agreement.

These Terms and Conditions and the contract are subject to laws of England and Wales and the exclusive jurisdiction of the Courts of England and Wales.

I agree to the above Terms and Conditions

Customer Name:

Customer Address:

Customer Signature:

Date: