

Terms & Conditions

Service Agreement For Landlords



It is important for your benefit and protection that you read these terms and conditions. These and your agreement, and any changes we notify you about (at renewal or otherwise), forms your agreement with us. We intend to rely on the terms and conditions set out in this documentation.

Service Agreement for Landlords/Managing Agents

Definitions

Agreement : service plan, service cover

Company/We /Us /Our: Vassell's Commercial & Domestic Engineers Ltd.

You/Your/Client/Tenant : Name/s on the service agreement

Landlord/Agent: premises owner or management team

Important Conditions

The following conditions apply to this agreement:

- Landlord/Agent must provide us with any information that we request when you apply for the agreement. All information must not be false, exaggerated or misleading;
- Your client's appliance must have been installed and used in accordance with the manufacturer's instructions.
- Your client's appliance must be owned by your client and kept for domestic use only.
- Your client's appliance must be easily accessible and meet all relevant safety standards and be safe to work on.

Prices

Your statement will show the price of your agreement. The price stated will not fluctuate throughout the period of this agreement, unless there is an amendment with your agreement, or products, or changes to the relevant tax rate caused due to inflation. Advance notice will be given in writing or other mediums, notifying you of any change that will affect the pricing arrangement of your agreement.

Hourly charges

For any additional works that are not covered under this agreement, the standard hourly rates apply:

Mon – Fri 08:30am to 05:00pm: £30 per every half hour,

Sat – Sun 09:30am to 05:00pm: £45 per every half hour,

Mon – Sun (Nights) 05:00pm to 08:30am: £60 per half hour.

Payments

On acceptance of the agreement:

1. Payment can be disclosed on an annual basis as a one-off payment by debit or credit card – or monthly by Direct Debit.
2. If you pay monthly by direct debit you must make regular payments in accordance with the service agreement.
3. We may use a collection agency to recover any amounts owing to us, if we are unable to collect payment or you have instructed the bank to stop making payments to us.
4. If you do not pay your monthly arrangements on time, we reserve the right to suspend your agreement. Any request for repairs past the date will not be approved unless payment is received.

Duration and Renewals of your agreement

1. The initial plan period begins on the 'start date' and continues until the 'renewal date' as specified on your agreement (unless ended in accordance with these terms and conditions).
2. Before your agreement ends, we will write or call to inform you of your renewal. Your renewal notice will show any changes made to the cost.
3. If you pay by Direct Debit, each year your protection will automatically continue for another year with a new agreement, unless you tell us otherwise. Unless you have advised otherwise, the fee will be collected from your specified bank account, to ensure you are covered.
4. If you pay by other means arranged at the initial stage of your agreement, you will need to make payment for the continuation of service cover.

Changes in your circumstance

If any of the properties managed by you and covered by us are sold or the managing agent changes, it is your responsibility to contact us to cancel the agreement. The Landlord/Agent will be required to pay a cancellation charge, in addition to the remaining months on the agreement.

Keeping us up to date

It is the responsibility of the agent or landlord to keep Vassell's Commercial & Domestic Engineers Ltd (VCDE Ltd) informed of any changes to your contact details or property details. If you change any appliances that are covered by us, you need to inform us, and we may reassess your cover, terms and premiums.

If you do not tell us about any changes, any future claims might be rejected, or your agreement might be invalidated.

Missed payments

Before we can arrange a visit to any of your properties to do any repairs, we may ask you to pay any missing payments that are due on your account. All outstanding invoice will be subjected to a 2% interest per day on the total amount, that is not paid in by the due date shown on the invoice or other options agreed by VCDE LTD and agents

Cancelling the agreement

You can cancel your agreement at any time, by calling 020 8320 1050 – or email us at info@vassellengineers.co.uk

Cooling off period – changing your mind

The cooling off period is fourteen (14) days from the initial start date of your agreement

If you cancel your agreement within 14 days from the date you have accepted our agreement and we have completed any work for you before the cooling off period ends, you will be liable to pay the cost for all work that was undertaken in your property at our standards rates.

If you cancel your agreement after 14 days and you have received a repair, no refund will be given (on the month's payment), also you will have to pay cancellation charges for the remaining months on the agreement plus the cost for all the work that was undertaken in your property, at our standard rates.

If you are paying by Direct Debit and you have instructed your bank to cancel your Direct Debit, it does not mean that you have cancelled your agreement with us. If you stop your Direct Debit without telling us, we will contact you by writing to collect the money you owe. If we do not hear from you and you have not made any arrangements to pay, we will cancel your agreement no less than 30 days after the first payment had failed. You will have to pay cancellation charges in addition to the remaining months on the agreement

Our rights to cancel your agreement or bring it to an end

If at any time we have completed work for you since you bought or renewed the plan and you or the company has cancelled the agreement you will be liable to pay the cancellation charges in addition to the remaining months on the agreement.

We reserve the right to cancel your agreement:

- If we are given false information,
- We find a pre-existing fault during your first service,
- We are unable to find the parts required to repair your boiler, appliance or system,
- Despite our attempts, you put our engineers' health and safety at risk, for example, physical or verbal abuse, your home or property is unfit or unsafe to work in,
- You do not give our engineers' access in to your home to undertake work,
- If you fail to comply to make amends to any recommendations of any permanent repairs /improvements, it may bring your agreement to an end,
- If you fail to comply with the conditions and obligations of the agreement,
- When instalment payments are not kept consecutively.

We will write informing you of our decision to cancel the agreement, any monies owed should be paid in full to avoid interest or any additional charges. If we do not hear from you and you do not pay, further actions will be taken to recover monies owed.

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Getting into the property

It is the duty of the landlord or agent to ensure that on the day that the work will be undertaken i.e. service or emergency repairs, our engineer has access to the property. If we can't get access or has been denied access, the agent /landlord will be charged an amount of £80.00 excess. This cost will have to be paid in 5 working day. Failure to do so will lead to an additional 2% interest increase per month. It is the responsibility of the landlord /agent to rebook a time suitable for the engineer to attend the property.

After three failed attempts to get into the property, we may cancel your agreement, but we will inform you 14 days prior to the cancellation date.

Parking

Before arranging for an appointment, we will ask if parking is available, close or on your property. Where parking is not available, we might not be able to carry out the work requested by you.

Working in dangerous conditions

Before our engineers commence work on any premise managed by an agent/ landlord a risk assessment will be undertaken to highlight the risk associated with job at hand. If our engineers believe that their health and safety is at risk, for example: verbal or physical abuse, harassment, hazardous chemicals, pest infestations etc. the responsible person will be informed by VCDE Ltd's Customer Relation Manager of the engineer's decision not to return to start or to continue the work until the risk is gone.

If asbestos is discovered in the property, the landlord /agent needs to arrange for a specialized asbestos contractor to assist with the removal before any further work on the appliance can be undertaken in and around the vicinity. (This is determined on the job). A Certificate of Reoccupation will be issued by the competent contractor after the 4th stage of removal to advise asbestos clearance – a copy of the certificate will need to be sent to our office for our records and to inform engineer for future work.

Warranty

If the boiler, appliance or system is under manufacturer's warranty, it is the landlord /agent 's responsibility to inform VCDE Ltd of the warranty and the work that can be undertaken without affecting the warranty.

Authorised Persons

With our permission you may inform us to add or remove any authorised /unauthorised person on your account. It is landlord/agent's responsibility to let us know who they are so that we can add /remove he/she from the online account and agreement. If the property is rented, it is also your responsibility to provide us with the details of the tenants.

Online security instructions

It is your responsibility to follow manufacturer's security instructions related to any internet or mobile connected devices which are used to communicate with boilers, appliances or systems covered under this agreement.

First service

The boiler's first service will usually be within 45 days into the agreement. Our engineer will check if the appliance associated with the agreement does not have any pre-existing faults and if it is not over 7 years old. If we have installed a new boiler at the property, the first service will be carried out as part of the installation process.

If the boiler is over 7 years or if there are any pre-existing fault, we will inform the agent/landlord of the work to be undertaken to rectify the fault – and how much it will cost, we might offer you a different cover for your home or we might cancel your agreement.

Annual service

Our engineer will visit the property associated with the agreement once a year to check that the appliance, boiler or central heating is working safely and in accordance to the relevant laws and regulations. The engineer will carry out a flue analyser test to check the gases that the appliance or boiler produces. If our tests show that it's necessary to take your appliance or boiler apart, the engineer will carry out a full service which entails stripping down the boiler and thoroughly cleaning mechanical parts in line with manufacturer's instruction (MI).

After each visit, our engineer will fill in a job report that will be accessible live on your online account to be viewed at your own convenience at any time. If the engineer discovers any faults or parts that are not covered under your plan, we will provide you with a quote to do the work.

If your plan has an excess or fixed fee, you will be advised, and payment arranged before an engineer is booked to attend your property.

When your annual service is due, we will contact you and book an appointment for one of our engineers to attend your home and do the service. If we cannot get in touch with you after three attempts via phone or email, it will be the agent/ landlord's duty to contact us by the various mediums or go on our website to book the annual service.

Replacement of a faulty boiler

If we determine that the repair of a boiler is beyond economic repair, for boilers less than 6 years old at the start of your first policy, a maximum contribution between £700 - £1,000 towards the cost of a replacement and for boilers over 7 years but less than 10 years a maximum contribution between £300 - £500 towards the cost of a replacement. Installation cost of the new boiler is not covered under this agreement and we will inform you about the cost before any parts will be ordered and any work undertaken.

Replacement of the distribution board

If we determine that the repair of the distribution board is beyond economic repair, for distribution boards less than 6 years old at the start of your first policy, a maximum contribution between £150 - £200 towards the cost of a replacement and for distribution boards over 7 years a maximum contribution between £100 - £150 towards the cost of a replacement. We will cover the installation cost up to £250. If the total cost for the installation and parts will be higher than the amount covered under this agreement, we will inform you before any parts will be ordered and any work undertaken.

Reasonable timescales

We will give you our best time estimated for doing the work and we will do our best to keep to this, if at anytime we are unable to meet our time frame due to any unforeseen circumstances, we will let you know as soon as possible and arrange a new time.

All maintenance work is to be carried out during normal working hours (08:30am – 05:00pm) unless otherwise stated. Should we be required to carry out service works out of hours, our costs will increase accordingly, and we would request confirmation of the additional premium time by receipt of a written instruction.

Engineers

All our engineers are competent and fully trained to undertake the job at hand. If we are unable to send one of our engineers to carry out the work requested, we will, in some cases, send one of our qualified sub - contractor instead.

Plan's Excess fees

Your online statement will show you how much excess you have agreed to pay each time we complete a repair or replace your appliance.

If a fault that we have repaired is reoccurring within twelve months, then we will not charge you the excess fee. But if the engineer attends the property and the fault is not related to the previous fault, we will charge you the excess fee when the engineer will complete the repair.

In order to secure your booking of an engineer to attend the property, you are required to pay the excess fee, online or over the phone. If payment is not made, we will not be able to book the appointment for the engineer's attendance.

Safety advice

From time to time, depending on the age of your appliance, we will advise you of any repairs or improvements that are not covered by your agreement to keep it working safely. For example, if your ventilation doesn't meet current gas safety regulations. If you do not comply with our recommendation it will affect or invalidate certain parts of your cover – but your agreement will continue until otherwise notified.

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Spare parts

We will provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific shower head with a standard one from our range or replace electrical fittings with our nearest white, brass or chrome version.

We'll try to get parts from the original manufacturer or our approved suppliers. If we can't get hold of the parts, we may need to cancel your agreement or change your plan with a suitable one.

If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find spare parts, we'll do what we can, within reason, to repair it.

Obsolete parts – VCDE Ltd uses reputable suppliers who stock the usual parts required to fix most boilers. However, if when attempting to fix your system we find that the relevant manufacturer's spare parts are not available or that parts may be available but will take longer than 28 days to source, we will not be able to complete the repair.

Our guarantee

We guarantee to repair or replace any faulty parts we've supplied or fix any faulty work that we've done for twelve months from the date that we did the work.

This doesn't affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it.

If you want independent advice about your rights, you can speak to Citizens Advice or Trading Standards.

Power flush

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. Power flush is our way of removing that sludge from your system. Our Customer Relation Manager will advise the agent/landlord, if the system requires a power flush to enhance circulation. You will have to inform your tenant to arrange access to the property. This is not a part of the agreement and need to pay for it separately.

Age of your appliances

You'll need to show us either the original receipt, a dated guarantee or proof of when it was first installed. If you do not have any of these documents, our engineer will estimate the age of the appliance.

Creating access

In the event of an incident, our engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to proceed, you will be asked to confirm it in writing while the engineer is at your property, this plan does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer's negligence). If authorisation is not given to our engineer to create access, the agent / landlord will need to reschedule after access is being made.

General exclusions

- Any item not forming part of your policy coverage.
- Your failure to follow manufacturer's instruction after appliance installation.
- Any events, loss or damage arising from circumstances known to you before your policy start date.
- Your plan only includes cover for your property if it is used for normal day to day living purposes, including renting, and not where the main purpose of the property is for commercial purposes.
- Any problems which may arise from your utility supply i.e. gas, water and electric.
- Repairs which put the health and safety of our engineers at risk e.g. where work is required in a loft space and permanent boards, railings, lighting or ladders are not in place.
- Any cosmetic damages which arise from the installation or repair of a boiler or appliance.
- Any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present.
- Any loss or damage arising as a consequence of: war, invasion, act

of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component; any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere.

- We will not be responsible for system design or its performances in maintaining design conditions.
- We do not cover: oil boilers, electric boilers, solid fuel boilers, hot air boilers, any gas boilers above 70kW or non-domestic boilers.
- Our plans are covering just one boiler. If your property has more than one boiler, a separate plan will be required to cover the second boiler.
- Faulty gas meters, electrical meters and water meters are not covered under this agreement.

Pre-existing faults not covered under your plan:

- Recommendations from previous visit by our engineer – not acted upon.
- Faults caused by third party or tenant that was result of negligence or poor workmanship.
- Any changes or additions made to the boiler, appliance and system, that have generated faults on the system.
- We would not repair any faults that have been known about before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors or prevent access because a part of your system has been permanently built over.
- We won't repair any damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.
- If we are unable to isolate the main water/electric/gas supply to the property to complete the repair, it's the responsibility of the agent / landlord to contact the service provider.
- Any damage caused by extreme weather, flooding, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.
- We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any boiler, appliance, device or system covered under this agreement.

Other losses or damages

We will not be held responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of the boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks.

Making any improvements

The terms and conditions only apply to the products specified in the selected agreement i.e. repairs or replacing your boiler, DB board, light fixtures and fitting, sockets etc. We will not make any improvements or upgrades, for example: replacing electrical cables, fuse boards that still work, replacing working radiators, changing standard radiator valves for thermostatic ones.

Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of the boiler, appliance or system unless the work has been carried out.

This agreement shall be construed in all respects in accordance with English Law and the parties hereto agree to accept the jurisdiction of the English courts.