

Terms & Conditions

Our contracts

The three main levels of service for Homeowners include:

Standard

- Standard Gas

Premier / Premier +

- Premier Gas
- Premier Gas +
- Premier Electrics
- Premier Electrics +

Ultimate / Ultimate +

- Ultimate
- Ultimate +

Each of our + (plus) contracts include Plumbing.

Where Smith & Byford have installed a new boiler in your property, we can offer you a 'Boiler Installation Discount' on any suitable contract, whilst your Boiler Manufacturer Warranty is in place. Please contact us for further information.

If you are a Landlord renting out your property please contact us for information on our dedicated Landlord contracts: **Total Landlord Solutions**.

1.0 What's Included?

Please see below for a quick, at a glance guide to the Total Home Solutions contracts available. Please note exclusions apply, refer to section 3 for further information.

	Standard Gas	Premier Gas	Premier Gas +	Premier Electrics	Premier Electrics +	Ultimate	Ultimate +
Annual Boiler Service	✓	✓	✓			✓	✓
Unlimited Callouts		✓	✓	✓	✓	✓	✓
Parts and Labour included		✓	✓	✓	✓	✓	✓
Gas Boiler Pump Repairs		✓	✓			✓	✓
Gas Boiler Controls, Thermostats and Clock Repairs		✓	✓			✓	✓
Gas Boiler Electrical Fault Repairs		✓	✓			✓	✓
Radiator and Central Heating Pipework Repairs		✓	✓			✓	✓
Standard Radiator Repair and Replacement		✓	✓			✓	✓
Additional Gas Fire (service only)						✓	✓
Gas Supply Pipework							✓
Internal Plumbing			✓		✓		✓
Internal Waste Blockage Repairs			✓		✓		✓
Standard White Finish Electrical Accessories				✓	✓	✓	✓
Electrical Breakdown Repairs				✓	✓	✓	✓
Electrical Heating Radiator / Storage Heater Repairs				✓	✓	✓	✓
Electrical Immersion Heater Repairs						✓	✓

2.0 Inclusions and Qualifications

2.1 General

- 2.1.1** Your period of contract commences on the date we accept your application and will last for one calendar year. All contracts are continuing monthly Direct Debit or annually Direct Debit contracts renewable at the end of your period of contract. A renewal letter will be sent to you approximately 14 days prior to the contract renewal date. If you are happy to continue with your contract you won't need to do anything, it will renew automatically.
- 2.1.2** All of our contracts are subject to a First Survey Visit (except Standard Gas). We will normally carry this out within 30 working days of application.
- 2.1.3** During the First Survey Visit we will advise you of remedial works where any equipment has not been installed, serviced or maintained in accordance with statutory regulations, British Standards or Manufacturer's Instructions. This remedial work is deemed as chargeable. A quotation will be provided.
- 2.1.4** In the event of any intermittent fault occurring which we could not, using reasonable skill and care, identify at the First Survey Visit an additional charge may apply.
- 2.1.5** We will carry out a boiler service in accordance with the Manufacturer's instructions during the First Survey Visit.
- 2.1.6** Any breakdown visits within the first 14 days (Cooling Off Period) or before we have attended for the First Survey Visit may be chargeable.
- 2.1.7** If we have informed you of the need to complete permanent repairs, remedial work or maintenance to prevent a future incident or emergency and these works have not been carried out, we will not cover any costs resulting from the failure to act on our advice.
- 2.1.8** Additional costs will be incurred for works associated with any part of the domestic installation where either safe access is not provided or clearly available, for example:

- Insufficient task lighting available.
- Safe flooring required in loft spaces.
- Appliances or pipework inaccessible due to being housed within or adjacent to fitted units or buried in the fabric of the building or floor.

2.1.9 We do not reimburse any costs or expenses incurred through delays in completing works or obtaining spare parts, such as time off work to allow access for appointments.

2.1.10 Contracts cannot be transferred to new owners of the property. Your contract will need to be cancelled and the new owners can take out a new contract.

2.2 Gas Services

2.2.1 Our gas contracts apply to domestic residential installations with one boiler up to 40kw. If you have more than one boiler installed in the property a contract for each boiler will be required.

2.2.2 Immersion heater repairs are included within the Ultimate and Ultimate + contracts only.

2.2.3 The Standard Gas contract covers your annual boiler service visit only. Parts and Labour for any repairs and/or breakdown visits are chargeable.

2.2.4 Apart from the Standard Gas Contract all our Gas contracts include:

- Annual boiler service
- Repairs to boiler, central heating system and controls, standard radiators, pipework and standard hot water cylinders.

2.3 Plumbing Services

2.3.1 Repairs or replacements inside your home if there are leaks or a mechanical failure to:

- Hot and cold water pipes from the mains stopcock inside your home leading to your taps and garden taps (but not including the mains stopcock and taps themselves).

- Your cold water storage and expansion tank
- Leaking overflow pipes
- Standard ball valves and toilet syphons
- Washing machine and dishwasher hot and cold flexible pipes, as long as they are installed to the Manufacturer's instructions
- Parts and labour for fitting standard replacement parts. Non-standard replacement parts may be chargeable
- Repairs to taps inside your home and replacement of standard tap washers to repair water leaks and dripping taps (not including taps themselves)
- Unblocking of internal waste pipes (e.g. sinks)

2.4 Electrical Services

- 2.4.1** Contract is provided without inspection on the condition that your electrical system adheres to current electrical safety standards.
- 2.4.2** If we have informed you at any visit of the need to complete permanent repairs, remedial work or maintenance to prevent a future incident or emergency and these works have not been carried out, we will not cover any costs resulting from the failure to act on our advice.
- 2.4.3** This contract applies to the fixed electrical installation beyond the electricity company's supply meter, which has failed or broken down for reasons other than a failure of external public services to the property. Domestic properties only.
- 2.4.4** Relates to the electrical wiring, which is the permanent 230 volt electrical supplysystem within the property supplying electrical power including wall sockets, switches, light fittings and consumer units, all beyond the electricity company's supply meter. This also includes wiring to permanent security lighting and security lights or garden lighting mounted on the main dwelling. Replacement of consumer units are deemed as chargeable.
- 2.4.5** Emergency electrical failure is defined as a failure of the fuse box, any ring main or security lighting fixed to the main dwelling.
- 2.4.6** In addition to the above complete electrical failure includes failure of the wall sockets, switches, bulb sockets and garden lighting mounted on the main dwelling.

- 2.4.7** Standard white fittings will be used as replacement, e.g. light switches, pendants, sockets etc.
- 2.4.8** Repairs only to electrical heating radiators and storage heaters where parts are readily available.
- 2.4.9** Replacement of electrical immersions and elements for water heating are covered under the Ultimate or Ultimate + contracts only.

3.0 Exclusions

3.1 General

- 3.1.1** Any breakdown or damage or defect caused as a result of wilful action, negligence, misuse or malicious actions.
- 3.1.2** Accidental damage, vandalism or repairs due to DIY to equipment or system.
- 3.1.3** Any breakdown, emergency, defect or damage caused as a result of any third party interference.
- 3.1.4** Damage or loss as a result of interruption or disconnection from mains services (gas, electric or water) to the property.
- 3.1.5** Any event, loss or damage arising from circumstances known to you before the contract commenced.
- 3.1.6** Remedial works required for any defect or failing which may be attributed to the design of the existing services such as wiring, plumbing or central heating system.
- 3.1.7** Improvements required to bring your existing services, such as the central heating system or electrical installation up to current legislative standards.
- 3.1.8** The replacement of parts that wear out as result of natural wear andtearvertime,corrosion or gradual deterioration unless included under "What's covered".

- 3.1.9** Any disruption caused to the property or contents made by the engineer whilst dealing with a repair will not be reinstated to its original condition. The engineer will advise if fabric damage is likely to be made prior to commencing any repair.
- 3.1.10** Any situation where a specialist contractor is required, for example if asbestos is found to be present.
- 3.1.11** Replacement or repair of parts that do not affect how the System or Appliance functions.
- 3.1.12** Calls relating to loss of supply authority service e.g. power cuts, loss of mains water, gas supply or faulty meters, pre-paid cards.
- 3.1.13** Loss arising from any natural occurrence, inclement weather, subsidence, heave of the site or landslip caused by bedding down of new structures.
- 3.1.14** Any limitation noted at time of survey will be excluded as agreed.
- 3.1.15** Repairs or maintenance that is currently covered by a Manufacturer's Warranty or household insurance policy or contract.
- 3.1.16** If your boiler is covered under a Manufacturer's Warranty and you know that the fault is within the boiler, whilst we will call the Manufacturer on your behalf, it would probably be more convenient for you to call the Manufacturer for a Warranty visit in the first instance. This applies to new boilers which display fault codes indicating faults that are outside Smith and Byford's own 12 month workmanship guarantee period.
- 3.1.17** Gas supply pipework from the gas meter to the appliance is not covered for repairs unless the Ultimate + contract is in place. Regardless of which contract is in place, if a full or part gas re-run is required this would be deemed as chargeable.
- 3.1.18** We do not include under any contract a repair facility for Gas Cookers, Gas Ovens or Gas Hobs.
- 3.1.19** Venting of Radiators (other than at time of annual service); Updating the time of your heating or hot water programmers including seasonal adjustments; General user instruction on the

operation of your system controls, such as adjusting thermostat settings; Replacement of batteries in programmers, thermostats, smoke alarms etc.

3.1.20 If identified at any visit that a De-scale or repair is required due to damage caused by hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. A quotation will be provided and works must be carried out to continue with your contract.

3.1.21 Replacement radiators included are from a standard range up to a maximum size of 3KW finished in white.

3.1.22 Replacement of designer, feature, curved or special construction radiators, towel rails and radiators over 3KW's in size are supplied and installed at an additional cost.

3.2 Beyond Economical Repair

3.2.1 The domestic central heating boiler if deemed beyond economical repair will not be replaced under your selected contract unless all of the following terms apply:

- Where Smith & Byford have supplied and fitted your boiler
- You have had a continuous Total Home Solutions contract since installation
- The boiler is less than 7 years old

3.2.2 If all of the above terms apply Smith & Byford will provide a suitable replacement boiler (of our choice) free of charge. The replacement of the Boiler includes the cost of Smith & Byford installing it but does not include the cost of any upgrades required to your Central Heating System that you may request or are required by legislation or the cost of moving the Boiler or flue.

3.2.3 Beyond Economical Repair (BER). If the total cost of parts (inc VAT) required to repair the boiler exceeds 55% of the Manufacturers current retail price for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be beyond economical repair.

3.2.4 In the event of your boiler being deemed BER or where spare parts are not readily available for your domestic central heating boiler, it will not be replaced under your selected contract however, the following will apply:

- A £200 discount will be given towards the cost of a new gas boiler supplied and fitted by Smith & Byford
- We will not pay the costs of another installer replacing the Boiler, provide a cash alternative or provide a discount against the cost of a replacement boiler by another installer.

3.3 Chargeable Works

Repairs or replacement to the following equipment is deemed outside of our contracts and therefore chargeable for both parts and labour:

3.3.1 Gas & Plumbing Services

- Shower pumps
- Replacement of taps and fittings such as; shower mixers, cartridges and associated equipment & fittings
- Galvanised tanks
- Any items containing Asbestos
- Underfloor heating and associated equipment
- Plastic pipes - unless an approved Oxygen barrier is fitted
- Boiler Flues external to the boiler
- Jacuzzi or specialist baths
- Replacement of sanitary ware, fixtures and fittings
- Internet based heating controls
- Boiler Heat Exchangers
- Megaflow or mains fed cylinders (replacement of)
- Boilers not on our Approved List e.g. Powermax, Ideal Istor, LPG - further information available on request
- Scale reducers
- Condensate neutralisers that require filters
- Water filters
- Power flush or water treatment; replacement of blocked pipes
- Repair or replacement of taps or ceramic discs
- Repair or replacement of any steel or lead pipes
- Dealing with frozen pipes
- Repairing or replacing the mains cold-water stopcock, water softeners, combined overflow and pop-up waste mechanisms, mechanical pumps, water filters, swimming pools, decorative garden features, waste disposal units, macerators such as Saniflo and electrical units for toilets

- Repairing water supply pipes that are external to the property
- External Drainage
- Internal blockages caused by scale or misuse
- Repairing or replacing manholes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes; rainwater and soil pipes; guttering
- Replacement bath and shower seals, or grouting
- Water supply pipes servicing detached outbuildings, fountains, ponds and decorative garden features; swimming pools, garden taps
- Repairing water supply pipes shared with another property or properties or that are not your responsibility or outside the boundary of your property
- Replacing or repairing spa baths, or the associated components that form part of its construction. These include (but not restricted to) pumps, jets, heating elements, pipes and tubes
- We will not be responsible for any electrical repairs, fabric damage or damage to parts caused by water leaks

3.3.2 Electrical Services

- Electric Boilers
- Night storage heating replacement units
- Extractor Fans
- Heat Pumps
- Wiring and isolation switches for electric shower installation
- Electric Showers and pumps
- Any replacement of light bulb, lamp or fluorescent tubes
- Fuses in plugs or replacement of batteries
- Transformers controlling low voltage light fittings
- Domestic electrical appliances
- Portable appliances
- Swimming pools and associated controls
- Decorative features including ponds
- Electric Water Heaters
- Smoke Detectors and CO Alarms
- Repairing or replacing the mains supply up to the fuse box/consumer board/distribution board
- Upgrades and replacement of consumer units may incur additional charges

- Replacement of downlighters or decorative light fittings
- Control wiring of burglar alarms, telephone wiring, audiovisual systems, smoke detectors, doorbells, electrical garage door systems and electrical gates, wiring or anything connected to satellite dishes, radio and television aerials, their fittings and masts
- Electrical wiring between the property and outbuildings; wiring and electrics within sheds, greenhouses and other non-permanent garden structures
- Repairing or replacing wiring encased in rubber or lead
- Repairing accidental damage to the main electrical consumer unit or fuse box

3.4 Guarantee

Smith & Byford's Workmanship Guarantee is for a period of 12 months from the date we completed your specific repair. We guarantee to make good any faulty parts or faulty workmanship for this 12 month period. Nothing in these conditions will reduce your statutory rights relating to faulty or wrongly described goods or services. For further information about your statutory rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

4.0 General Terms and Conditions

- 4.1** it is your responsibility to allow us access to your property. Call out charges may apply where we have repeated no access visits. If you do not allow us access we won't be able to carry out necessary works. There must be an adult (over 18 years of age) present for all appointments.
- 4.2** Where faulty electrical wiring is concealed within the wall fabric of the property rewiring of the circuit will be carried out within the existing containment where possible. Where this is not possible then surface mounted wiring will be installed within the terms of the contract. Should wiring be required to be chased in this will incur an additional cost to the client. This will be agreed prior to the commencement of any rewiring works.

5.0 Personal Information

- 5.1** We automatically measure and analyse how people use our website, this is achieved using cookies to gather and collate information. Our site-tracking cookies don't contain name or address information, but they do contain a uniquely generated random number so that we differentiate one visitor from another and the date and time of your last visit to the website. Your web browser lets you turn off both permanent and temporary cookies.
- 5.2** Our privacy policy is compliant with The General Data Protection Regulation (GDPR) 2018.

6.0 Cancellation

- 6.1** Your right to cancel your contract is subject to the following conditions and must be made in writing and delivered personally or sent (which may be electronic mail or post) to ths@smithandbyford.com or Total Home Solutions, 36 The Broadway, Cheam Village, Surrey SM3 8BD.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

You have the right to cancel this contract during a "Cooling Off" period of 14 calendar days from the commencement of contract. During that period if you choose to cancel the contract any money paid to you will be refunded unless the following apply:

- If you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided
- Where we have attended to survey or service, the facility charge due for payment is to cover the cost of the visit and the boiler service carried out during the visit
- If we have carried out any repair during the "cooling off period" a repair cancellation charge will apply
- If we have attended a breakdown or repair then the cost expended is deemed as chargeable

- If you cancel the contract after the “cooling off period” we will refund any payment less any cancellation charge in accordance with the cancellation table of costs
- If you cancel your Direct Debit arrangement with your bank without informing us that you wish to cancel your contract, we will look to you for reimbursement of any missed payments

6.2 Our Cancellation Charges - If your contract is cancelled after the “Cooling off period” a charge for services provided will be applied:

- Where a Service or Survey is completed the cancellation charge is applied as a percentage of the prevailing price
- Where we have attended to a breakdown or completed a repair then the following charge table applies:

Element	Measure	Charge Applied
Labour	Hourly	Prevailing Engineer Rate
Materials	Used	Cost plus 20%

6.3 Our Engineer Rate is the hourly rate charged for the attending Engineer and is annually reviewed in-line with the Retail Price Index RPI. This is the same competitive hourly rate that is used for all services provided, the time (hours) charged is measured based on time spent on-site plus travelling to attend any breakdown or carry out a repair.

6.4 Our right to cancel your contract - We have the right to cancel your contract under the following circumstances:

- As long as we give you reasonable notice – 1 month
- If we find out you have given us false information
- If you fail to make a payment. Smith & Byford will look to you for reimbursement of any missed payments
- If we identify a problem at the 1st service or survey
- If we have advised you that repairs and/or improvements are necessary to make sure your boiler or system works as it should, and you decide not to follow our advice. This may include for example, replacing your boiler and/or system or carrying out Electrical remedial works. If an issue is deemed to be required for safety any works we require must be carried out straight away

- If we are unable to reasonably locate the required parts to maintain your system in a safe working manner
- If any circumstances arise which mean that we are unable to continue the contract (for example any health and safety related issues)

7.0 Service Response Times

Hours of Working

- 7.1** General repairs, servicing, maintenance visits and surveys are to be carried out during normal working hours Monday to Friday (08:00 to 17:00), not including Bank Holidays. All other times are deemed 'out of hours'.
- 7.2** Smith & Byford will always prioritise emergency situations e.g:
- Uncontainable Water Leaks (Gas and Ultimate contracts only). Full Loss of Electrical Power (Electrical and Ultimate contracts only)
 - No Heating and/or Hot Water in winter months only. Where there is no other form of heating - and where the resident is elderly or infirm with small children (under 2 years) (Gas and Ultimate contracts only)
 - Threat to Life or Property regarding electrics, gas or plumbing
- 7.3** Please note that during periods of peak demand, severe weather or situations beyond our control may result in increased waiting times. You will be advised if this situation arises.

8.0 Customer Care

- 8.1** Smith & Byford will always do our best to keep our customers happy and we encourage feedback in order that we can continually improve our services. Unfortunately there may be times when things don't quite go as planned. If you have a complaint about any aspect of our service or products please let us know straight away in writing or by calling:

Customer Feedback

Smith & Byford Ltd, St George House, Station Approach, Cheam, SM2 7AT

Telephone: 02086431080

Email: customercare@smithandbyford.com

We will do our best to deal with the matter straight away, but if we are unable to for any reason we will keep you regularly informed about the progress of our investigation.

If you are unhappy with our final response and wish to take the matter further you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh way, London E14 9SR. Telephone 0845 080 1800.

9.0 Additional Services

9.1 We offer a comprehensive range of services for domestic properties carried out by Gas Safe and NICEIC fully accredited and qualified engineers. Some of these additional services are detailed below: (price on application)

- Mains fed hot water storage cylinders (e.g. Megaflow)
Replacement of Thermal Stores, Mains fed cylinders (e.g. Megaflow, Elson Tanks and Primatic Cylinders)
- Dual-purpose boilers (e.g. Aga or Rayburn or PowerMax boilers)
- Power generation and renewable energy solutions including:
 - Heat Pumps
 - Energy Management Systems
 - Solar panels and any associated pipework Photo-voltaic systems and solutions
 - Wind turbines
 - Combined heat and power systems
 - Ground, air and water source heat pump systems
- Air conditioning units both fixed and portable
- New central heating installations
- Electrical rewires, improvements and modifications
- Aerial systems including whole house distribution
- Security, CCTV and alarm systems

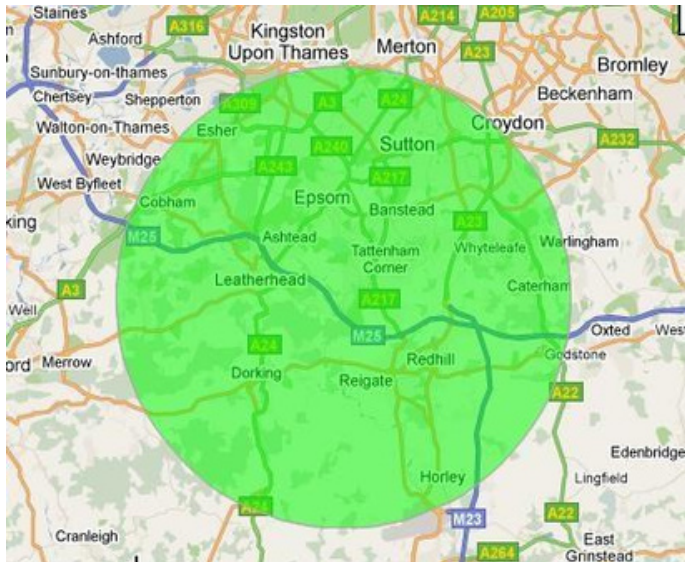
10.0 Amendments to Terms and Conditions and Prices

10.1 Smith & Byford reserves the right to amend these Terms and Conditions for legal or regulatory reasons or for reasons

relating to the availability of the services provided under the contract. Where this change benefits you, we will make the change immediately and notify you of the change within 28 days. In all other cases we will write to advise you of the change at least 28 days prior to any change taking effect. If the changes do not benefit you and you wish to terminate your contract, you may do so and we will cancel any further direct debit payments and/or refund payments, unless a repair or service has been carried out during the term of your contract in which case the cancellation charges will apply.

11.0 Definition of Local

11.1 The area on the map below in green is defined as local.



Local Postcodes

SM1, SM2, SM3, SM4, SM5, SM6, SM7
RH1, RH2, RH3,
CR2, CR4, CR5, CR8
KT1, KT2, KT3, KT4, KT5, KT6, KT9, KT10,
KT17, KT18, KT19, KT20, KT21, KT23
SW19, SW20

Remote Postcodes

RH4, RH5, RH6, RH9
KT7, KT8, KT11, KT12, KT22, KT24
CR0, CR3, CR6, CR7, CR9
SW16, SW17
SE25