

Boiler Standard Service Agreement

Terms and Conditions

1. Definitions

“ATF Energy Services” means the company or organisation supplying goods and services.

“Standard Service Contract” or “SSC” is the service contract.

“The customer” means the person or persons in the standard service contract

“Types of boiler service” is as detailed in the SSC

“Breakdown” is as detailed in the SSC.

“Relevant Law” means the law and all Acts applicable to that particular island where ATF Energy Services carries out their day-to-day business. “Acts” means any laws / acts / legislation passed and enforceable by the democratic governing bodies of the islands where ATF Energy Services carries out their day-to-day business.

2. The Standard Service Contract SSC

The Standard Service Contract shall be taken to apply to the relevant type of boiler service.

3. Equipment Covered

The equipment covered is as detailed in the SSC.

4. Period of Contract

The Contract is valid for one year from the date of acceptance by ATF Energy Services and for each year it is renewed thereafter. Renewal of the Contract will be automatically applied unless terminated in writing by the Customer or by ATF Energy Services.

5. Charges

Charges for the Standard Service Contract are as detailed on www.atf.je.

Charges are subject to review. Up to date prices can be found at www.atf.je.

6. Payment and Renewal

Payment for the Standard Service Contract is made upon invoice or by any other payment method offered by ATF Energy Services. Charges due for parts or labour will be invoiced as incurred, and the Customer will make all payments due upon receipt of invoice.

The Contract remains valid as long as payment is continued and unless terminated in writing by the Customer or by ATF Energy Services. ATF Energy Services may, at its discretion, refuse to offer renewal of the Service Contract or may offer a reduced level of cover.

On your first service, ATF Energy Services will undertake a review of your installation, as per the OFTEC guidelines, to advise of any potential concerns. Before the end of the contract year ATF Energy Services will issue a renewal, invoice which will detail any changes to the Service Contract.

Payment shall be made in full within 30 days of the invoice date or in line with the agreed terms of your account. All prices exclude the relevant sales taxes to the location of the maintenance works.

The Customer will indemnify ATF Energy Services for any losses, expenses, fees, or costs incurred as a result of any breach of the Agreement including any legal costs incurred in ATF Energy Services pursuing payment of any debt, in any court or otherwise, and interest thereon.

7. Refunds and Transferring to a New Property

No refund will be made for the unexpired part of any Service Contract within the Period of Contract. The Service Contract is transferrable to a new address or property and will not require renewal due solely to the change of address, however, prices may need to be adjusted.

8. Spare Parts

Where applicable, ATF Energy Services may supply and fit adequate replacement parts which are not the same as those being replaced.

9. Conditions of the Boiler(s)

Acceptance of a boiler(s) into a Service Contract does not imply that it has been satisfactorily installed or maintained.

10. Acceptance of Boiler(s)

The Service Contract is dependent upon the boiler(s) being in full working order. At the time of the first visit, the ATF Energy Services engineer will carry out a thorough inspection and any existing faults will be identified. Any work needed to bring the boiler(s) into full working order will be charged for.

As a result of any inspection ATF Energy Services reserves the right to cancel the contract and refund any monies paid for reason of safety, accessibility for servicing, non-availability of spare parts, or age and condition of the boiler(s). If during the period of the contract the boiler(s) is / are deemed to have reached the end of its / their reasonable, serviceable life (through age, or through non-availability of spare parts) ATF Energy Services will endeavour to inform the Customer of this and recommend that the boiler(s) need to be replaced. If the boiler(s) is not replaced within one year, ATF Energy Services reserve the right to cancel the Service Contract, however ATF Energy Services may continue to service the boiler(s) on the understanding that spare parts are not available.

11. Attendance to Breakdowns

A breakdown is categorised as a failure or malfunction leading to an unplanned maintenance activity, not being part of the planned annual service event. Breakdown charges are as detailed in the ATF SSC. ATF Energy Services will endeavour to attend to any breakdown or failure covered by the Service Contract on the day that it is reported and normally within 24 hours of the first report.

12. Exclusions

Any work required due to an inherent failure of the existing system or caused by any other 3rd party.

ATF Energy Services will not accept liability for any failure of the system attributable to inadequate maintenance of the entire system or any failure caused by, but not limited to, hidden faults, pumping over, air-locks, inadequate flushing, installations not in line with manufacturer recommendations, manufacturing defects, incorrect inhibitor levels, debris or particulates within your heating or hot water systems.

ATF Energy Services will exercise all reasonable care but shall not be liable for damage normally inherent in carrying out maintenance work of this nature.

ATF Energy Services shall not be liable for any damage caused by lack of maintenance or damage caused during the normal replacement of parts or components of any boiler, cylinder, cooker or other appliance as well as parts or components of heating or hot water systems. The works do not include for the painting of radiators, the making good of decorations, the boxing in of pipework, alteration to linen cupboard shelves renewal or repair of floor boards, the lifting and replacing of carpets or floor coverings including special types of flooring e.g. parquet hardwood, tiled chipboard etc. and for the chasing in of pipes and wires.

13. Use of Sub-Contractors

ATF Energy Services reserve the right to use sub-contractors to carry out any work under the Service Contract.

14. Liabilities

No responsibility is accepted by ATF Energy Services for any deficiencies which may be present in the existing heating, plumbing or water system (e.g. heating up time, incorrect radiator sizes, faulty pipework, lack of water circulating in any part of the system and damage resulting from disturbance of existing supplies, tanks and oil fired cookers). No responsibility is accepted by ATF Energy Services for the quality of any existing equipment used by ATF Energy Services.

The Customer agrees to indemnify ATF Energy Services against any claim or claims whatsoever and howsoever arising in connection with the equipment to be serviced under the Service Contract (or any part thereof) other than any claim or claims occasioned by the negligence or default of ATF Energy Services or its agents or servants. The Customer shall be responsible for ensuring that the equipment subject to servicing under the Service Contract and such equipment's use is always in accordance with all the manufacturer's instructions, relevant statutes, by-laws or regulations appertaining thereto and the Customer shall keep, its agents or servants fully indemnified against any claims whatsoever arising as a result of any breach of such misuse, statutes by-laws or regulations.

Save in case of death or personal injury caused by ATF Energy Services or its employee's negligence or where exclusion or limitation of liability is otherwise prohibited by law under no circumstances shall ATF Energy Services or its employees be liable for any damage, injury or loss of any kind whatsoever (including, without limitation, any loss of profits or contracts or any other consequential loss) to property or persons arising out of the supply of boiler maintenance or plumbing and heating goods or services. The total limit of liability for all claims is £250 within the Period of Contract.

15. Normal Working Hours Normal

Normal working hours are Monday to Friday 8:00-17:00. Any work undertaken outside these hours may be subject to additional charges.

16. Entire Agreement

The Customer acknowledges that these terms and conditions shall constitute the entire agreement with ATF Energy Services with respect to the subject matter hereof. No variations, waiver or supplement to these conditions shall be binding upon the Company unless expressly accepted by the Company in writing.

17. Arbitration

Any dispute arising out of or in connection with this agreement, shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators, which rules are deemed to be incorporated by reference into this clause.

18. Asbestos and Hazardous Materials

Should asbestos or any other hazardous material be found during the works, or any other circumstance where ATF Energy Services, at its sole discretion, considers the health and safety of its employees is at risk, then extra charges will apply to facilitate safe removal of any such materials or circumstance.

19. Consequential Loss

ATF Energy Services shall not accept liability for any consequential loss, damage or liability which has not been directly caused by the negligence of the company.

20. Delay

ATF Energy Services will not be liable for any loss or damage directly or indirectly caused to or suffered by the customer for any reasonable delay in the commencement of or completion of the maintenance. This includes any costs for alternative energy sources required to provide heating or hot water services.

21. Delays by the Customer

If deliveries are delayed upon the Customer's request or as a result of delayed payment by the Customer, then ATF Energy Services shall be entitled to charge the Customer for storage of any materials ordered by ATF Energy Services for the performance of the terms of this agreement after giving notice to the Customer that such materials are ready for delivery. ATF Energy Services may (without prejudice to any other rights of ATF Energy Services) at its own option and after expiration of a reasonable time limit (which shall be set by ATF Energy Services) deliver the materials to the Customer and require payment accordingly or treat the agreement as cancelled without prejudice to any rights to recover from the Customer any loss or expenses incurred by ATF Energy Services . ATF Energy Services shall be entitled to charge the Customer for abortive visits due to lack of access when prior arrangements have been made.

22. General

ATF Energy Services assume that the premises will be available for all work to be carried out during normal working hours. Should overtime be necessary for your convenience, it will be charged as an extra. Any additional visits due to lack of access or co-ordination of trades by others, may be charged

as extras. Remedial work on faults discovered before, during or after maintenance and not deemed to be part of the agreement will be deemed as extras. ATF Energy Services will need unrestricted access to all pipework, storage tanks and all equipment located within the property, including the loft space, and respectfully request that the area is cleared prior to our arrival. Any time spent moving obstructions to these areas may be charged as extras. ATF Energy Services shall not be liable for any loss or damage howsoever caused rising directly or indirectly out of or in connection with any failure to perform their obligations under this agreement if they are prevented from doing so by any cause reasonably beyond their control including all industrial disputes, strikes, lockouts, fire, accident or war. The agreement entitles the Customer to a Boiler Service, during the period of the contract. This may not be carried out within the same month each year. ATF Energy Services will not accept liability for any failure, loss or damage due to rescheduling of the works.

23. Permission

This agreement is given, and the maintenance is undertaken by ATF Energy Services upon the condition that all necessary licenses, authorities or permissions, including the consent of the Landlord are first obtained by the Customer.

24. Property at Risk

Title to any materials used by ATF Energy Services in performing the terms of this agreement shall not pass to the Customer until payment has been made in full. Risk of loss or damage shall pass to the Customer upon delivery.

25. Carbon Monoxide Detector

ATF Energy Services recommends the installation of permanently wired carbon monoxide detectors, although we can provide battery powered units with internal oil-fired appliance at an additional cost.

26. Third Party Costs

ATF Energy Services will be reimbursed for all 3rd party charges at invoiced cost. Copies of all 3rd party invoices will be available on request.

27. Ventilation

Grilles to supply air for combustion and ventilation to standard flue appliances may be necessary. These works will be arranged by ATF Energy Services at an additional cost.

28. Warranty

ATF Energy Services will remedy, free of charge, any defective workmanship which appears within a period of 12 months from the date of maintenance. ATF Energy Services will not be held responsible for latent defects which appear after this period.

Pitting corrosion is a localised form of corrosion by which cavities or “holes” are produced in the boiler material due to galvanic action taking place. ATF Energy Services need to make you aware that some boiler manufacturers may not uphold warranty claims where pitting is evident.

The manufacturer’s warranties for the equipment installed should be read and understood by the Customer to ensure they are kept current for the period of cover for all equipment installed. In the event of a failure, details of how to progress a claim can be found in the manufacturer’s warranty documents. ATF Energy Services will assist with any claims that may arise and return defective items on your behalf. ATF Energy Services cannot influence any warranty decision by the manufacturer and will be instructed by the manufacturer on what action to take and the charge to levy accordingly.