

**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES BY**

**MARSHALL AND MCCOURT PLUMBING & HEATING CONTRACTORS  
LIMITED**

## 1. INTERPRETATION

### 1.1 **Definitions.** In these Conditions, the following definitions apply:

**Additional Payments:** any sums due to the Supplier from the Customer in respect of additional maintenance, repairs or work carried out outside of the Marshall & McCourt Plan and these Conditions.

**Administrative Charge:** as specified at clause 14.5(b)

**Annual Gas Safety Inspection:** The inspection of the gas appliances to ensure they are in safe working order.

**Annual Service:** the inspection and comprehensive service to the qualifying Boiler and Central Heating System as per the manufactures requirements.

**Beyond Economical Repair:** where the cost of repair outweighs the value of the object.

**Boiler:** means a single mains gas boiler with a net output rating of less than 70kw which is located in the Property.

**Boiler Controls:** any time clock; programmer; room thermostat; or cylinder thermostat connected to the Boiler.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Call Out:** the call out of an engineer to the Property of the Customer in order to identify and resolve a fault.

**Cancellation Charge:** the sum of £50.00 (inclusive of VAT)

**Cancellation Period:** the period of 14 days beginning from the date the Contract is formed.

**Central Heating System:** a gas fired central heating system at the Property including the Boiler Controls, pump, motorised valves, cylinder thermostat, time temperature, pressure controls, radiator valves, radiators, pipe works and central heating expansion tank.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 23.6.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Contract Duration:** means the period of 12 or 24 months (depending on the choice of Marshall & McCourt Plan) which begins on the Commencement Date or Renewal Date.

**Claim:** a repair claim made by the Customer under the Marshall & McCourt Plan.

**Customer:** the person who purchases Services from the Supplier.

**Drainage System:** above ground internal drainage within a Property.

**Early Termination Payment:** 80 % of the remaining Monthly Subscriptions outstanding to the Supplier in accordance with the Contract and Marshall & McCourt Plan

**Eligible Area:** mainland United Kingdom (excluding Northern Ireland)

**Eligibility Criteria:** has the meaning set out in clause 5.

**Excess:** the relevant Excess payable to the Supplier in accordance with the relevant Marshall & McCourt Plan.

**Geographical Charges:** all additional travel related charges and expenses incurred including (but not limited to) excessive parking fees incurred in attending a Property; congestion charges; and tolls.

**Marshall & McCourt Inclusions:** the relevant inclusions as contained and specified in the chosen Marshall & McCourt Plan

**Marshall & McCourt Exclusions:** the relevant exclusions as contained and specified in the chosen Marshall & McCourt Plan

**Marshall & McCourt Plan:** the relevant Marshall & McCourt Plan taken out by the Customer as detailed in annexe 2.

**Initial Inspection:** the inspection (if applicable), comprehensive service and safety check of the Systems

**Interim Period:** the period between the Commencement Date and the date in which the Initial Inspection takes place.

**Materials:** the relevant materials used by the Supplier in accordance with any repairs or maintenance work.

**Monthly Subscription:** the monthly payment (as specified in Annexe 1) due to be paid by the Customer to the Supplier for the supply of the Services in accordance with particular Marshall & McCourt Plan taken out.

**Normal Operating Hours:** 9am to 5pm on Business Days.

**Order:** the Customer's order or request for the supply of Services made in writing or by telephone directly to the Supplier.

**Plumbing System:** domestic hot and cold water pipework internally within a Property, including the hot and cold water storage tanks.

**Property:** means a Customer's private residential dwelling including any garage annexed to the property but excluding all other areas including workshops, gardens, outbuildings and sheds.

**Price:** the amount paid by the Customer to the Supplier under the terms of the Contract and in accordance with the chosen Marshall & McCourt Plan.

**Renewal Date:** the date in which the Contract is renewed for another Duration.

**Services:** the supply of care and maintenance services attached to the Boiler: Boiler Controls; Central Heating Systems; Plumbing Systems; and/or Drainage Systems in accordance with these Conditions and the relevant Marshall & McCourt Plan taken out by the Customer.

**Supplier:** Marshall & McCourt Limited registered in England and Wales with company number 06696717.

**Systems:** together the Boiler; Boiler Controls; Central Heating System; Plumbing System; and Drainage System.

**System Manufacturer:** the manufacturer of the Boiler or Central Heating System.

**Working Order:** the fully operational; safe; leak free; and efficient Systems, with fully working plumbing; drainage; and pipework.

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted.
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

## 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted, and the Contract formed, when the Customer provides the Supplier with either a signed version of the letter accompanying these Conditions or an electronic acknowledgement, at which point and on which date the Contract shall come into force (**Commencement Date**).

2.3 The Supplier reserves the right to ask the Customer a variety of questions in connection with the Systems. Depending on the replies provided by the Customer, the Supplier reserves the right for an Initial Inspection to be carried out, which will occur at the earliest opportunity after the Commencement Date, either (at the discretion of the Supplier) at a mutually convenient time; during the Annual Service; or during the first Call Out.

- 2.4 The Contract constitutes the entire agreement between the parties, subject to certain qualifications and limitations detailed below. The Customer acknowledges that he has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 These Conditions are the Contract, to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

### **3. CANCELLATION RIGHTS**

- 3.1 The Customer has the right to cancel the Contract at any point during the Cancellation Period without giving any reason to the Supplier.
- 3.2 The Cancellation Period will automatically begin when the Supplier is in receipt of either the Customer's signed Conditions; a signed version of the letter accompanying the Conditions; or an electronic acknowledgement, which (if sent by post), will be no later than the second Business Day after the date in which the Customer posts the Terms and Conditions to the Supplier.
- 3.3 Any cancellation within the Cancellation Period must be in accordance with this clause. If the Customer wishes to cancel the Contract, the Customer must provide notice in writing to Carly Blyth, Marshall and McCourt Plumbing & Heating Contractors Ltd, Unit 13 Marston Court, Marston Road, Portrack Industrial Estate, Stockton-On-Tees, TS18 2PN.
- 3.4 If the Customer cancels the Contract during the Cancellation Period, the Supplier will refund any payments received by them in connection with the Contract and/or Services.

### **4. SUPPLY OF SERVICES**

- 4.1 The Supplier shall supply the Services to the Customer in accordance with the Conditions.
- 4.2 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not

materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

- 4.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## 5. ELIGIBILITY CRITERIA

- 5.1 In order for the Supplier to provide Services to the Customer in accordance with the chosen Marshall & McCourt Plan, certain conditions must be met by the Customer (**Eligibility Criteria**). This includes the following:-

- (a) the Property must be the Customer's main residential address;
- (b) the Property must be based in the Eligible Area;
- (c) the Property must have a total floor area of under 150m<sup>2</sup>; and
- (d) (depending on which Marshall & McCourt Plan chosen) the Boiler; Central Heating System; Plumbing System and Drainage System; and gas supply pipework must:-
  - (i) be in full Working Order on the Commencement Date;
  - (ii) run on mains supplied natural gas;
  - (iii) be used for domestic purposes only (and under no circumstances be used for any commercial purpose);
  - (iv) be a domestic conventional, combination or back Boiler;
  - (v) have a net input rating of less than 70KW;
  - (vi) have been installed and maintained in accordance with the manufacturer's guidelines and recommendations;
  - (vii) prior to the Commencement Date, be free of any defects, faults or damage;
  - (viii) comply with and meet all applicable laws, regulations and standards;
  - (ix) have all recognised manufacturer components readily available for order

- 5.2 For the avoidance of doubt, the Services are only available in the Eligible Area.

- 5.3 For the avoidance of doubt, the Supplier is unable to accept any Order or provide any Services to Systems which are situated in a mobile home; detached out house; barn, a Housing Association owned property; Council owned property; rental property (unless the Order is from the property owner); commercial property; or which services a swimming pool.

- 5.4 The Supplier reserves the right to refuse to provide Services to certain specifications of Boilers (including but not limited to Potterton, Powermax, Elm Le Blanc or Chaffoteaux Britany Combi). Should these circumstances apply to a particular Customer, the Supplier will notify the Customer of this as soon as is reasonably practicable and refund any payments made by the Customer (in accordance with the Services) in full.
- 5.5 For the avoidance of doubt, if the Customer and/or their Systems do not meet the relevant Eligibility Criteria either before or after the Initial Inspection is carried out, the Supplier reserves the right to cancel the Contract with immediate effect and without any liability whatsoever. In such circumstances, the Supplier agrees to refund the Customer any payments already made in connection with the Contract unless the Supplier has reasonable grounds to believe that the Customer knew or ought to have known that the Eligibility Criteria would not be met or proceeded to provide inaccurate; false; and/or incomplete information to the Supplier. In such circumstances, the Supplier is entitled to charge the Customer a Cancellation Charge and any costs which have been reasonably incurred by the Supplier, and reserves their right to set this off against any refunds due to the Customer.
- 5.6 For the avoidance of doubt, should a Customer make a Claim or require any work to be carried out to the Systems, by the Supplier, during the Cancellation Period, then it is agreed that this will be deemed as ancillary works, which fall outside of the Services (and the Customer's chosen Marshall & McCourt Plan). The Supplier will proceed to enter into a separate contract directly with the Customer in accordance with any ancillary works which the Customer wishes to instruct the Supplier to carry out during the Cancellation Period.
- 5.7 Despite an Order being accepted by the Supplier, the Supplier will not owe any contractual obligations or otherwise to the Customer in accordance with the Contract (or at all) during the Interim Period, and in any event until such time as the Initial Inspection has been carried out.

## **6. CHANGES TO THE SERVICES**

- 6.1 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 6.2 The Services are variable and the Supplier reserves the right to change, replace or withdraw the Services at any time. The Customer will receive at least 1 month notice in writing of any changes which the Supplier is going to make. If the Supplier intends to make a change to the Services which is likely to materially disadvantage the Customer or if the Supplier withdraws the Services, the Customer will be entitled to

end this Contract during the Contract Duration with effect from the date on which the Services are to be changed, replaced or withdrawn.

## **7. SUPPLIER'S OBLIGATIONS**

7.1 The Supplier shall:

- (a) make all reasonable endeavours to provide the Services with reasonable care and skill;
- (b) ensure that any Materials used in connection with supplying the Services are of satisfactory quality;
- (c) ensure that all Services provided to the Customer are carried out in accordance with:-
  - (i) any laws and regulations which are applicable at the time the Services are to be supplied; and
  - (ii) the System Manufacturer's instructions and guidelines;
- (d) ensure that the Systems and their surrounding areas are left in a safe, clean and tidy condition;
- (e) remove and dispose of any parts, components or equipment, removed from the Systems or other appliances, during any repair or maintenance works, in such way as they are required to by law;
- (f) subject to the Supplier's discretion, remove or dispose of any old parts or unwanted materials upon the instruction of the Customer; and
- (g) provide a Building Regulations compliance certificate (should it be required)

## **8. CUSTOMER'S OBLIGATIONS**

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information provided to the Supplier are complete and accurate;
- (b) ensure that the Systems are in complete Working Order prior to the Commencement Date;
- (c) co-operate with the Supplier in all matters relating to the Services;
- (d) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Property and other facilities as reasonably required by the Supplier;
- (e) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;



- (f) prepare the Property for the supply of the Services;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and
- (h) ensure that the Property has all necessary facilities and supplies present and installed (including but not limited to the Property's earthing; and supply of gas; water; and electricity), which are:-
  - (i) necessary for the Systems to be in Working Order; and
  - (ii) required for the Services to be provided by the Supplier
- (i) ensure that the Systems (including but not limited to pipe work, cylinders and power supplies) are easily accessible and located in a safe, well lit and ventilated area of the Property;
- (j) ensure that the Property is safe and that there are no dangerous or hazardous materials contained within the Property (including asbestos), and (where necessary) provide the Supplier with all necessary (and up to date) health and safety reports and/or certificates confirming the Property and Systems are safe, and the necessary Services can be carried out;

8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation, including those specified above (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8.3 For the avoidance of doubt, the Customer continues to be liable for the Monthly Payment during any period of time during which the Supplier is unable to carry out their obligations in accordance with these Conditions due to a Customer Default.

## **9. INITIAL INSPECTION**

- 9.1 Following the Commencement Date of the Contract, the Supplier will (at its discretion) arrange for the Initial Inspection to take place at a mutually convenient time or during the Annual Service or first Call Out.
- 9.2 During the Interim Period, please note that the Supplier will not owe the Customer any contractual obligations in accordance with the Services until the Initial Inspection has been carried out. For the avoidance of doubt, the Supplier does not warrant or guarantee to repair, maintain or service the Systems (in accordance with the chosen Marshall & McCourt Plan) until the Initial Inspection has taken place.
- 9.3 During the Initial Inspection, should the Supplier deem that the Customer does not meet the Eligibility Criteria, the Supplier reserves the right to terminate the Contract with immediate effect. The Supplier will refund the Customer any payments which the Customer has made in connection with the Services subject to clause 5.5.
- 9.4 For the avoidance of doubt, the Customer will be under an obligation to continue to make payment of the Monthly Subscription during the Interim Period.

## **10. CLAIM**

- 10.1 Should the Customer wish to make a Claim in accordance with the Marshall & McCourt Plan, they should contact the Supplier during the Normal Operating Hours either by telephone on 01642 913200 or email to [carly@marshallandmccourt.co.uk](mailto:carly@marshallandmccourt.co.uk) in order to report the fault to the Systems. The fault should be reported by the Customer as soon as reasonably practicable. For the avoidance of doubt, the Claim cannot be dealt with until the Supplier has been notified accordingly.
- 10.2 The Supplier will liaise with the Customer to arrange a mutually convenient time for a Call Out to take place and an engineer to attend in order to identify and resolve the fault. For the avoidance of doubt, the Supplier may not be able to resolve the fault and repair the Systems on the first visit, subject to what Materials are required in order to repair the Systems. In such circumstances, the Supplier is under no obligation to repair the Systems on the first visit.
- 10.3 In accordance with any Claim made by the Customer, the Excess (if applicable) will be due to be paid by the Customer to the Supplier. The Supplier reserves the right to withhold carrying out such repairs or maintenance work required until the Excess has been paid in full.
- 10.4 Should any of the work or repairs required to repair the Systems fall outside of the Customer's Marshall & McCourt Plan, the Supplier will be under no liability whatsoever to carry out the work or repairs. The Supplier will however inform the

Customer of this as soon as possible, and prior to carrying out any ancillary repair or maintenance works (which fall outside of the Marshall & McCourt Plan). Should the Customer wish for the Supplier to provide ancillary repair or maintenance work (which fall outside of the Marshall & McCourt Plan), and which is specified at clause 11.5, the Supplier will enter into a separate contract directly with the Customer in accordance with the ancillary works which the Customer wishes to instruct the Supplier to carry out.

## **11. SERVICE PROVISIONS**

- 11.1 If the Supplier deems that a Customer's Boiler is unable to be repaired due to unavailable parts or that it is Beyond Economical Repair, the Supplier will provide the Customer with a quote for a replacement or new Boiler. For the avoidance of doubt, any works required in accordance with a replacement or new Boiler will fall outside of the Contract and the chosen Marshall & McCourt Plan. Should the Customer wish to instruct the Supplier to order and install a new or replacement Boiler, the Supplier will provide the Customer with a quote for any additional work to be carried out prior to incurring any additional charges.
- 11.2 If any work is required to the Customer's Central Heating System; Boiler Controls; Plumbing System; or Drainage System as a result of any ancillary works relating to a replacement or new Boiler being installed, this will also fall outside of the Services. In such circumstances, the Supplier will provide the Customer with a quote for any additional work to be carried out prior to incurring any additional charges.
- 11.3 If the Customer wishes to instruct the Supplier to carry out any ancillary works outside of the Services (and their chosen Marshall & McCourt Plan) including (but not limited to) the installation of a replacement or new Boiler; any ancillary repair works or re-piping to the Systems; additional work to the Central Heating System; bathroom installation works; renewable energy works; electrical works; gas appliance works; or any other works not covered by the Marshall & McCourt Plan, the Supplier will enter into a separate contract directly with the Customer in accordance with the ancillary works which the Customer wishes to instruct the Supplier to carry out. For the avoidance of doubt there is no liability in relation to the ancillary works under these Conditions.
- 11.4 In providing the Services, the Supplier will (where possible) carry out any repairs to minor holes present in any interior walls, floors or ceilings of the Property which have been required to be made in order to access the pipe work of the Systems. The Supplier is under no obligation to carry out any the repairs to the interior walls, floors or ceilings which are major or are likely to take a significant period of time to carry out, however the Supplier will provide the Customer with a quote for the additional work to be carried out. If the Customer wishes to instruct the Supplier to carry out any ancillary work to the interior walls, floors or ceilings, the Supplier will require payment in full before the ancillary works are carried out.

## 12. GENERAL EXCLUSIONS

12.1 This section sets out all general exclusions which fall outside of the Services (and chosen Marshall & McCourt Plan) provided by the Supplier.

12.2 Repairs to the following equipment is excluded from the Services and all Marshall & McCourt Plans (**Excluded Equipment Repairs**):-

- (a) certain Boilers which require specific specialist repair work including but not limited to Potterton Powermax, Elm Le Blanc or Chaffoteaux Britany Combi);
- (b) any warm air heating systems;
- (c) LPG or oil systems;
- (d) combined cooking and heating appliances;
- (e) combined heat and power appliances;
- (f) steel or lead pipes;
- (g) bespoke or designer radiators and their components, designed for under floor heating;
- (h) parts of a Central Heating System or their controls which are designed to incorporate any other heat source, including but not limited to solar water heating or solid fuel heating;
- (i) bespoke Central Heating System components that are not readily available or are obsolete;
- (j) appliances or decorative parts that do not affect the performance of the Central Heating System;
- (k) utility service connections, electricity cables or the gas supply pipe between the Customer's meter and the Systems;
- (l) any Systems not situated in the Property;
- (m) any Systems which (in the opinion of the Supplier) have been intentionally or accidentally damaged by the Customer or a third party; and
- (n) any other equipment as specified under the Marshall & McCourt Plan which the Customer has taken out;
- (o) ground or air source heat pumps; and
- (p) cookers or gas fires; and
- (q) any other exclusions as detailed in the Marshall & McCourt Plan chosen.

12.3 The following work is excluded from all of the Marshall & McCourt Plans (**Excluded Work**):-

- (a) Replacing any Boiler;

- (b) the removal of sludge or hard water scale
- (c) replacement of parts which are faulty or damaged as a result of sludge or hard scale in the Systems;
- (d) any repairs caused by design faults or pre-existing faults in the Systems;
- (e) any repairs to parts or components of the Systems which are obsolete;
- (f) any repairs to the Systems which (in the opinion of the Supplier) are caused accidentally or intentionally by the Customer or a third party;
- (g) redecoration work required as a result of any repair works carried out;
- (h) reinstatement of floorings, covers, fixtures and fittings damaged as a result of the maintenance or repairs unless the damage is as a result of the Supplier's negligence
- (i) any improvements or upgrades required to the Central Heating System in order for it to be compatible with modern or up to date controls;
- (j) resetting any controls, including (but not limited to) thermostats, and programmers, which are required to be reset due to changes in time or caused by a disconnection;
- (k) any repairs to any faults which are identified during the Initial Inspection or during the Interim Period;
- (l) removing asbestos or any other dangerous substance;
- (m) carrying out any repairs works to an area which has previously had asbestos or such dangerous substance removed (unless an up to date clean air certificate or relevant certificate has been provided)
- (n) replacing a Customer's Boiler if the conditions at clause 8.2 are not met;
- (o) any maintenance or repair work to the Systems which is covered under the manufacturer's guarantee; and
- (p) any other repair as specified under the Marshall & McCourt Plan which the Customer has taken out;
- (q) any maintenance to pipes buried or surrounded in concrete;
- (r) any maintenance work to the first metre of the horizontal flue pipe and the terminal;
- (s) any maintenance or repair work which the Customer has already refused to be undertaken despite being advised by the Supplier of the need for such to be carried out;
- (t) the repressurisation of sealed systems unless a fault has occurred resulting in the loss of pressure; and
- (u) any consequential losses (including but not limited to loss of earnings) incurred by the Customer as a result of a cancelled appointment.

- 12.4 For the avoidance of doubt, the Supplier is not under any obligation to carry out any of the Excluded Equipment Repairs or Excluded Work within the supply of Services. Should the Customer wish to engage the Supplier in connection with any Excluded Equipment Repairs or Excluded Work, the Supplier will provide a separate quote to the Customer for such work to be carried out, as specified in clause 11.5. For the avoidance of doubt, any such circumstances will be a separate contractual arrangement between the parties.

### **13. DURATION**

Subject to clause 19, the duration of the Contract for the Services (unless terminated earlier in accordance with these Conditions) is for a minimum period of 12 or 24 months (depending which Marshall & McCourt Plan is taken out), which will begin on the Commencement Date.

### **14. CHARGES AND PAYMENT**

- 14.1 The Charges for the Services are 12 or 24 fixed Monthly Subscription payments as detailed in the chosen Marshall & McCourt Plan.
- 14.2 The Customer shall pay the Monthly Subscription in advance and on the first working day of each month. This is to be paid by the Customer in full and cleared funds direct to the Supplier's nominated bank account by direct debit (or any other means as agreed in advance by the Supplier).
- 14.3 The Monthly Subscription payable by the Customer in accordance with the Contract are inclusive of amounts in respect of value added tax chargeable (**VAT**).
- 14.4 Any Additional Payments incurred by the Customer in accordance with repairs, maintenance or ancillary works carried out by the Supplier, must be paid in advance of the work being carried out.
- 14.5 Should the Customer fail to make payment of the Monthly Subscription or Additional Payments within the appropriate time period, the Customer shall be liable to:-
- (a) pay interest on the overdue amount at the rate of 4% per cent per annum above the Royal Bank of Scotland PLC base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; and
  - (b) pay an administrative charge on demand of £50.00 to the Supplier.
- 14.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding

required by law). Other than in accordance with clause 5, the Supplier may not, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

- 14.7 The Supplier reserves the right to increase its Monthly Subscription. The Supplier will give the Customer written notice of any such increase at least 3 months before the proposed date of the increase. If such increase is not acceptable to the Customer, they shall notify the Supplier in writing within 1 month of the date of the Supplier's notice and the Customer shall have the right without limiting its other rights or remedies to terminate the Contract by giving the Supplier 1 month written notice to terminate the Contract.

## 15. ANNUAL RENEWAL PROCESS

- 15.1 At least 28 days prior to the end of the Duration, the Supplier will send written notification (**Written Notification**) direct to the Customer to advise that the Contract will shortly be due for renewal. The Written Notification will specify the specific end date of the Contract Duration.
- 15.2 If the Customer does not wish to renew the Contract, the Customer must provide the Supplier with a Cancellation Notice (as detailed in annexe 2) to terminate the Contract at the end of the Contract Duration by post to Marshall & McCourt Limited, 13 Marston Court, Marston Road, Portrack Industrial Estate, Stockton on Tees, TS18 2PN; or by email to [carly@marshallandmccourt.co.uk](mailto:carly@marshallandmccourt.co.uk). Such notice should be given prior to the end of the Contract Duration.
- 15.3 If the Customer does not provide the Supplier with written notice to terminate the Contract at the end of the Contract Duration, the Contract will automatically renew (**Automatic Renewal**) for a further 12 or 24 month period (depending on which Marshall & McCourt Plan the Customer chosen) (**Renewal Period**) during which, the Customer will be under an obligation to continue to pay the appropriate Monthly Subscription payments during and throughout the Renewal Period commencing from the Renewal Date.
- 15.4 If the Customer wishes to renew the Contract for an extended period beyond the Contract Duration (specified in the chosen Marshall & McCourt Plan), they must contact the Supplier by email to [carly@marshallandmccourt.co.uk](mailto:carly@marshallandmccourt.co.uk) or by post to Marshall & McCourt Limited, 13 Marston Court, Marston Road, Portrack Industrial Estate, Stockton on Tees, TS18 2PN detailing the duration they wish to enter into the Contract for.
- 15.5 The Supplier reserves the right to reject an Automatic Renewal. In such circumstances, the Supplier will contact the Customer in writing advising of this prior to the Renewal Date.

**16. DATA PROTECTION**

The Supplier shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998.

**17. PERSONAL INFORMATION**

17.1 The Customer agrees that the Supplier may:-

- (a) hold and retain the Customer's details which are obtained in accordance with this Contract, in either an electronic or written format; and
- (b) contact the Customer to provide up to date information in other products services and special offers which the Supplier may offer from time to time.

17.2 The Supplier may give the Customer's personal information to other third parties where the law either requires or allows us to do so; or with the prior consent of the Customer.

**18. LIMITATION OF LIABILITY:**

18.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

18.2 Subject to clause 18.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use, loss of amenity, losses due to Customer default, losses due to customised repairs, flooding, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £500,000.00.

18.3 For the avoidance of doubt, the Supplier, under no circumstances, shall be liable to the Customer for any damage to the Systems which result from the Customer's



decision to not have appropriate works or repairs carried out which had been recommended by the Supplier.

18.4 This clause 18 shall survive termination of the Contract.

## **19. TERMINATION**

19.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer 3 months' written notice of such termination at any time (including during the Contract Duration or Renewal Period).

19.2 The Supplier reserves their right to suspend and/or terminate the supply of Services to the Customer immediately and indefinitely, without any further communications if:-

- (a) the Customer commits a breach any term of this Contract;
- (b) the Customer and/or their Systems does not meet the Eligibility Criteria;
- (c) the Customer fails to make any payment due to the Supplier under the terms of the Contract on the due date for payment;
- (d) (in the opinion of the Supplier) the Customer attempts to use the Services in an inappropriate and/or illegal manner;
- (e) the Customer provides information to the Supplier which is inaccurate or false;
- (f) a health and safety issue arises at the Property for which the Customer is responsible;
- (g) the Customer is physically violent or verbally abusive to the Supplier or its employees, agents, consultants and subcontractors;
- (h) the Customer fails to allow the Supplier access to the Property ;
- (i) a permanent fault in the Systems which cannot be rectified at a reasonable cost or a fault which prevents the delivery of any of the Services in accordance with the chosen Marshall & McCourt Plan.

19.3 The Customer agrees to be liable for the Monthly Subscription during any period of suspension or until such time as the Contract is terminated.

19.4 If prior to or following the Initial Inspection, the Supplier deems that the Systems are unsuitable for the Marshall & McCourt Plan chosen or the Eligibility Criteria is not satisfied, the Supplier reserves the right to terminate the Contract with immediate effect and without any liability whatsoever. In such circumstances, the Supplier will refund all payments made by the Customer in accordance with the Services subject to clause 5.5.

19.5 If the Customer is moving Property, they must inform the Supplier without delay. Provided that the Supplier is able to provide the Services to the new location of the Property, the supplier will automatically transfer the Marshall & McCourt Plan to the new Property (subject to an additional Initial Inspection being carried out).

19.6 In the event that a Customer is moving to a new Property outside of the Eligible Area, or if the Eligibility Criteria is not met in the new Property, the Supplier reserves the right to terminate the Contract with immediate effect.

19.7 If during the Contract Duration, the Supplier identifies repairs to the Systems which:-

- (a) the Supplier is unable to carry out (in accordance with clause 19.2(1)(i) or otherwise; or
- (b) which require new parts and/or components which are obsolete or no longer available;

the Supplier reserves the right to terminate the Contract with immediate effect. In such circumstances, the Supplier will refund any Monthly Subscription payments made by the Customer less the cost of any repair or maintenance works already carried out within the period between the Commencement Date and the date of termination.

19.8 The Customer may terminate the Contract within the Cancellation Period. The Customer has the right to terminate the Contract at any time within the Contract Duration, by paying the Early Termination Payment in full to the Supplier.

19.9 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a

company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.9(b) to clause 19.9(i) (inclusive);
- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- (l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

19.10 Without limiting its other rights or remedies, the Supplier may suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 19.9(b) to clause 19.9(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

## **20. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding Charges and interest (when applicable).

For the avoidance of doubt, the Supplier shall be under no obligation in relation to any repairs which remain outstanding as at the time of termination of the Contract. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and the clauses which expressly or by implication survive termination shall continue in full force and effect.

## **21. COMPLAINTS**

- 21.1 If the Customer wishes to make a complaint in relation to the Services, the Customer must contact the Supplier in writing at Marshall & McCourt Limited, 13 Marston Court, Marston Road, Portrack Industrial Estate, Stockton on Tees, TS18 2PN; or by email to [carly@marshallandmccourt.co.uk](mailto:carly@marshallandmccourt.co.uk).
- 21.2 The Supplier reserves the right to ignore any complaints made by a Customer which are not made within 28 days after the date of the issue or circumstances to which the complaint relates.

## **22. FORCE MAJEURE**

- 22.1 For the purposes of this Contract, **Force Majeure Event** means any circumstance or event not within the Supplier's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - (f) collapse of buildings, fire, explosion or accident; and
  - (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
  - (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- 22.2 If the Supplier is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event as specified in clause

18.1, the Supplier shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. During such time, the Customer will continue to be liable for the Monthly Subscription.

22.3 The Supplier shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 28 days from its start, notify the Customer in writing of the Force Majeure Event, the date on which it started, its' likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

22.4 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks:-

- (a) the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer; or
- (b) the Customer shall without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Supplier.

## **23. GENERAL**

23.1 **Assignment and other dealings.**

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

23.2 **Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered

personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 23.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

23.3 **Severance.**

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23.4 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.5 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

23.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

23.7 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual

disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

- 23.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**Annexe 1**

**Marshall & McCourt Plans**



### Marshall & McCourt Plan – Economy

This Marshall & McCourt Plan costs £10.00 or £8.00 per month (depending on which Contract Duration chosen) and has an Excess of £75.00.

#### **This Marshall & McCourt Plan only applies to the Boiler and the Boiler Controls.**

This Marshall & McCourt Plan includes the following Marshall & McCourt Inclusions:-

- an Initial Inspection and Annual Service;
- free parts and labour;
- unlimited repairs to the Boiler; and the Boiler Controls;
- unlimited Call Outs;
- receive special offers and discounts from the Supplier in relation to additional services on offer

This Marshall & McCourt Plan does not include the following Marshall & McCourt Exclusions (in addition to the Excluded Work and Excluded Equipment Repairs contained at clause 12 above):-

- repairs or replacements to:-
  - any components of the cold water system feed or outlet;
  - the water supply from the hot water cylinder to your taps;
  - any non-gas appliances; Elson tanks; separate gas heaters supplying hot water; LPG Boiler; or dual purpose boilers (including AGA's and Rayburns);
  - any gas fired appliance whose primary purpose is other than heating (including domestic cooking appliances and lighting systems);
- a replacement Boiler;
- maintenance or repairs to any Boiler which is deemed by the Supplier to be Beyond Economical Repair;
- maintenance or replacements of fan convector heaters; heated towel rails or under floor heating;
- corrosion or any work arising from hard water scale deposits;
- the removal of sludge or hard water scale from any System.

## Marshall & McCourt Plan - Standard

This Marshall & McCourt Plan costs £15.00 or £12.00 per month (depending on which Contract Duration chosen) and has an Excess of £50.00.

### **This Marshall & McCourt Plan only applies to the Boiler; the Boiler Controls; and Central Heating System.**

This Marshall & McCourt Plan includes the following Marshall & McCourt Inclusions:-

- an Initial Inspection and Annual Service;
- free parts and labour;
- unlimited repairs to the Boiler; and the Boiler Controls;
- unlimited Call Outs;
- receive special offers and discounts from the Supplier in relation to additional services on offer
- repairs to your Central Heating System including leaks to radiator valves and pipework;

This Marshall & McCourt Plan does not include the following Marshall & McCourt Exclusions (in addition to the Excluded Work and Excluded Equipment Repairs contained at clause 12 above):-

- repairs or replacements to:-
  - any components of the cold water system feed or outlet;
  - the water supply from the hot water cylinder to your taps;
  - any non-gas appliances; Elson tanks; separate gas heaters supplying hot water; LPG Boiler; or dual purpose boilers (including AGA's and Rayburns);
  - any gas fired appliance whose primary purpose is other than heating (including domestic cooking appliances and lighting systems);
  - the mains cold water stopcock; water softeners; shower heads; pumps and mixer valves; combined overflow and pop up waste mechanism; mechanical pumps; water filters; radiators; rainwater pipes and guttering; macerators (including Saniflo); and electrical units for toilets.
  - swimming pools; decorative water features (including fountains; ponds; and all other associated plumbing systems) and any ancillary systems linked to such;
  - any pipework outside the boundary of your Property;
  - any temporarily frozen pipes.
- a replacement Boiler;
- maintenance or repairs to any Boiler which is deemed by the Supplier to be Beyond Economical Repair;
- maintenance or replacements of fan convactor heaters; heated towel rails or under floor heating;
- corrosion or any work arising from hard water scale deposits;
- the removal of sludge or hard water scale from the protected system;
- descaling of pipes or the replacement of consumable items (including washers);
- repairing any blockages caused by foreign objects;
- repairs and replacements of any components of the Plumbing System which are deemed irreparable by the Supplier

## Marshall & McCourt Plan - Premier

This Marshall & McCourt Plan costs £20.00 or £16.00 per month (depending on which Contract Duration chosen) and has an Excess of £25.00.

**This Marshall & McCourt Plan applies to the Boiler; the Boiler Controls; Central Heating System; Plumbing System; and Drainage System.**

This Marshall & McCourt Plan includes the following Marshall & McCourt Inclusions:-

- an Initial Inspection and Annual Service;
- free parts and labour;
- unlimited repairs to the Boiler; and the Boiler Controls;
- unlimited Call Outs;
- receive special offers and discounts from the Supplier in relation to additional services on offer
- repairs to your Central Heating System including leaks to radiator valves and pipework;
- internal plumbing and drainage system repairs including hot and cold water pipes; hot water cylinder; cold water tanks; and above ground drainage.

This Marshall & McCourt Plan does not include the following Marshall & McCourt Exclusions (in addition to the Excluded Work and Excluded Equipment Repairs contained at clause 12 above):-

- repairs or replacements to:-
  - any components of the cold water system feed or outlet;
  - the water supply from the hot water cylinder to your taps;
  - any non-gas appliances; Elson tanks; separate gas heaters supplying hot water; LPG Boiler; or dual purpose boilers (including AGA's and Rayburns);
  - any gas fired appliance whose primary purpose is other than heating (including domestic cooking appliances and lighting systems);
  - the mains cold water stopcock; water softeners; shower heads; pumps and mixer valves; combined overflow and pop up waste mechanism; mechanical pumps; water filters; radiators; rainwater pipes and guttering; macerators (including Saniflo); and electrical units for toilets.
  - swimming pools; decorative water features (including fountains; ponds; and all other associated plumbing systems) and any ancillary systems linked to such;
  - any pipework outside the boundary of your Property;
  - any temporarily frozen pipes;
  - any manholes; soakaways; septic tanks; cesspits; treatment plants; or outflow pipes;
  - any lead; steel; or cast iron pipework; and
  - the Plumbing System or Drainage System when the Supplier deems the cost of accessing and repair of such to be over £250.00.
- a replacement Boiler;
- maintenance or repairs to any Boiler which is deemed by the Supplier to be Beyond Economical Repair;
- maintenance or replacements of fan convector heaters; heated towel rails or under floor heating;
- corrosion or any work arising from hard water scale deposits;
- the removal of sludge or hard water scale from the protected system;

- descaling of pipes or the replacement of consumable items (including washers);
- repairing any blockages caused by foreign objects;
- regularly cleaning any drains;
- carryout out any repairs to or unblocking of any shared drains;
- carrying out any repairs to or unblocking of any drains which are used solely for commercial purposes;
- repairs and replacements of any components of the Plumbing System which are deemed irreparable by the Supplier;
- any investigation or repairs to below ground drainage

## Marshall & McCourt Plan - Ultimate

This Marshall & McCourt Plan costs £25.00 or £20.00 per month (depending on which Contract Duration chosen) and has no Excess.

**This Marshall & McCourt Plan only applies to the Boiler; the Boiler Controls; Central Heating System; Plumbing System; and Drainage System (unless specified otherwise).**

This Marshall & McCourt Plan includes the following Marshall & McCourt Inclusions:-

- an Initial Inspection and Annual Service;
- an Annual Gas Safety Inspection of gas appliances and pipework (CP12),
- free parts and labour;
- unlimited repairs to the Boiler; Boiler Controls; and the Central Heating System;
- unlimited Call Outs;
- receive special offers and discounts from the Supplier in relation to additional services on offer
- repairs to your Central Heating System including leaks to radiator valves and pipework;
- internal plumbing and drainage system repairs including hot and cold water pipes; hot water cylinder; cold water tanks; and above ground drainage.

This Marshall & McCourt Plan does not include the following Marshall & McCourt Exclusions (in addition to the Excluded Work and Excluded Equipment Repairs contained at clause 12 above):-

- repairs or replacements to:-
  - any components of the cold water system feed or outlet;
  - the water supply from the hot water cylinder to your taps;
  - any non-gas appliances; Elson tanks; separate gas heaters supplying hot water; LPG Boiler; or dual purpose boilers (including AGA's and Rayburns);
  - any gas fired appliance whose primary purpose is other than heating (including domestic cooking appliances and lighting systems);
  - the mains cold water stopcock; water softeners; shower heads; pumps and mixer valves; combined overflow and pop up waste mechanism; mechanical pumps; water filters; radiators; rainwater pipes and guttering; macerators (including Saniflo); and electrical units for toilets.
  - swimming pools; decorative water features (including fountains; ponds; and all other associated plumbing systems) and any ancillary systems linked to such;
  - any pipework outside the boundary of your Property;
  - any temporarily frozen pipes;
  - any manholes; soakaways; septic tanks; cesspits; treatment plants; or outflow pipes;
  - any lead; steel; or cast iron pipework;
  - the Plumbing System or Drainage System when the Supplier deems the cost of accessing and repair of such to be over £250.00.
- a replacement Boiler;
- maintenance or repairs to any Boiler which is deemed by the Supplier to be Beyond Economical Repair;
- maintenance or replacements of fan convector heaters; heated towel rails or under floor heating;
- corrosion or any work arising from hard water scale deposits;

- the removal of sludge or hard water scale from the protected system;
- descaling of pipes or the replacement of consumable items (including washers);
- repairing any blockages caused by foreign objects;
- regularly cleaning any drains;
- carryout out any repairs to or unblocking of any shared drains;
- carrying out any repairs to or unblocking of any drains which are used solely for commercial purposes;
- repairs and replacements of any components of the Plumbing System which are deemed irreparable by the Supplier;
- any investigation or repairs to below ground drainage

Annexe 2

Cancellation Notice

[Customer Address]

[Date]

Dear Sirs,

**Termination of Contract [INSERT CONTRACT NUMBER] between Marshall and McCourt Plumbing & Heating Contractors Limited and [CUSTOMER NAME] dated [ ]**

I am writing to terminate the Contract dated [INSERT DATE] between [Marshall and McCourt Plumbing & Heating Contractors Limited] and [ ] (the Agreement).

Clause [INSERT NUMBER] of the Agreement permits me to terminate the Agreement by providing written notice prior to the end of the Contract Duration.

Under clause [INSERT NUMBER], this notice is deemed served on [INSERT DATE]. Therefore, the Agreement will terminate on [DATE].

Please acknowledge receipt of this letter within seven working days by signing, dating and returning the enclosed copy.

Yours faithfully,

.....  
[NAME OF CUSTOMER]

We acknowledge receipt of this letter.

Signed .....  
Marshall and McCourt Plumbing & Heating Contractors Limited

Date .....