

# Boiler Service

## Terms and Conditions



### Contact

If you have any questions regarding the terms and conditions, please contact us using the details below:



**Claims**  
03333 449 247



**Phone**  
03333 449 669



**Email**  
[enquiries@smart-sure.com](mailto:enquiries@smart-sure.com)



**Post**  
Smart Sure Limited  
3rd Floor, 21 Station Road  
Watford, WD17 1AP

## INTRODUCTION

The service provided is NOT an insurance contract or maintenance contract but an agreement between you and us for the provision of a boiler service. This is an agreement providing a one-off gas boiler service and operational safety inspection.

We will arrange for a Registered Gas Safe Engineer to complete a service and operational safety inspection on a date agreed by you, once the payment in full is received by us.

## WHAT IS A BOILER SERVICE?

The service and operational safety check will include both a service of your gas boiler and a flue gas analysis.

Please note, this is a one-off, safety and operational inspection of your boiler only. This service does not include any other elements of your heating or hot water systems. This is not a repair service, therefore, no repair or replacement will be carried out during the visit.

## HOW TO ARRANGE THE SERVICE

Please note that, once the full payment has been received, there is a 30-day waiting period before you can book the boiler service.

Once the waiting period has passed, please contact us on 03333 449 669 quoting your reference number. Our lines are open from 10am to 7pm Monday to Friday and 10am to 4pm on Saturdays, excluding public holidays. Once we have received all payments in full, we will arrange for the boiler service provider to contact you to arrange the service at a convenient time. Appointment time slots are between 8am and 1pm or 1pm and 6pm and are subject to workforce availability and circumstances preventing access to the home such as adverse weather or failure of the public transport system. You must provide us with reasonable access to your central heating system (including the removal of furniture if deemed necessary) to allow us to carry out these checks.

The agreement is for the provision of a one-off boiler service only. If certificates are required, for example a CP-12 certificate, there will be an additional cost for the production and issue of the certificate.

Where the service has been bought via a promotional offer, there may be a booking fee payable.

## MISSED APPOINTMENT

We always strive to provide you with a service that suits you. However, should the engineer not be able to inspect the boiler during at the agreed time (for example because you are not available, the boiler is not accessible, etc.), you will be liable to pay a 'missed appointment' fee of £60. Should you need to amend a booking you must notify us 48hrs before the agreed time.

If there are any parking restrictions that prevent the engineer from attending your property at the agreed time, this will be considered to be a missed appointment and you will be liable to pay a missed appointment fee of £60.

## CANCELLATION TERMS

You may cancel this service at any time, by giving 14 days' notice. Once an inspection has been booked, or carried out, no refunds will be made to you.

Should you be paying for your service agreement by monthly or quarterly instalments, we will process a refund of payments made to us, less a £20 cancellation fee.

Should you cancel your purchase within 14 days, we will provide you with a full refund unless you have already booked a service appointment.

## PREMIUM

Premium becomes due to be paid by **You** in full prior to policy inception in order for the Policy to commence.

Subject to and upon payment of the Premium, this Policy shall commence. Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to [Broker], in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by you is a condition precedent to **our** liability under the policy. If premium is not paid to [broker] when due, **We** shall have no liability under the Policy so shall not have to pay any claims.

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

## HOW TO COMPLAIN

We hope to have provided you with an exceptional service. However, should anything be to your dissatisfaction, please do let us know by contacting us on:

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3rd Floor, 21 Station Road  
Watford, WD17 1AP

**Phone:** 03333 449 669

**Email:** [enquiries@smart-sure.com](mailto:enquiries@smart-sure.com)

**Web:** [www.smart-sure.com](http://www.smart-sure.com)

## **DATA PROTECTION ACT 2018**

PLEASE READ this notice as it explains the purposes for which we will use your personal information. Your personal information will be used for the following purposes:

- a) To communicate with you in connection with this service;
- b) For internal analysis and research;
- c) To comply with legal and regulatory requirements;
- d) To help prevent, detect or deal with crime or fraud.

We may disclose your personal information to third parties (including to the police, other governmental bodies and other service providers) as required by law or to discharge this service our obligations under this agreement.

By using or participating in any service and/or providing us with your personal information, you acknowledge that we will collect, transfer, store and process your information outside of the EEA in confidence.

You have the right to ask for a copy of the information we hold about you. Where our use of your personal information is based upon your consent, you have the right to withdraw such consent at any time by contacting us.

If you find at any time that any of the information the service providers, City and Commercial Limited or we hold about you is incorrect then you should promptly notify us.

Further information concerning your rights and our responsibilities can be found within our Privacy Notice published on the website. Alternatively, you can request a printed version by contacting us.

## **ALTERATION AND ASSIGNMENT**

You are not permitted to assign to another person(s) or change in any way the rights under this agreement without the written consent of the service provider or its agent, acting on its behalf.

## **EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this agreement is intended to confer a directly enforceable benefit on any other party and therefore the provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply.

## **GOVERNING LAW**

This agreement, and any dispute concerning its interpretation, is governed by the laws of England and Wales and the jurisdiction of the English Courts will apply. We will communicate in English.



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