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Kohl's Plumbing & Heating

Boiler service

The terms of your service plan

About these terms

These terms explain the agreement between you and Kohl's Plumbing & Heating for the services included in your Service Plan. In these terms, We, Us and Our mean Kohl's Plumbing & Heating, the Provider named in your Plan Schedule.

Your Service Plan runs until you cancel. The payments shown in your Plan Schedule continue until then.

Your Plan Schedule contains the details specific to your plan. Together, the Plan Schedule and these terms form your agreement with Us.

This booklet is your record of what you agreed to, worded exactly as the terms stood on the day you subscribed. The wording does not change afterwards.

Keep this booklet somewhere safe. You can download another copy at any time from your account.

This is a preview of the booklet. You get your own copy when you subscribe to this service plan.

Who does what

We set the price, we decide what the service plan includes, and we do the work. Everything we have agreed to do is set out in the pages that follow.

Planramp provides the software and handles the payments.

This is a service agreement

Your Service Plan is an agreement between you and us, not a financial product, so this agreement is not regulated by the Financial Conduct Authority.

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Some words in this booklet have a particular meaning. This is what they mean.

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Your Plan Schedule

Provider	Kohl's Plumbing & Heating	
Service plan	Boiler service	
Start Date	The day you subscribe	
Price	£15.00 every month	
What is included	Annual boiler service Once a year	Heating system check Once a year
	Priority when your heating breaks down All year	Free Callout 1 Per year
What is not included	Parts and replacements Quoted separately	Labour beyond the annual service Quoted separately
	Callout charges, including emergency and same day	Faults that already exist when you join Quoted separately
Service Area	CM16, E10, E11, E12, E13, E15, E16, E17, E18, E20, E4, E6, E7, IG1, IG10, IG11, IG2, IG3, IG4, IG5, IG6, IG7, IG8, IG9, RM1, RM10, RM2, RM3, RM4, RM5, RM6, RM7, RM8, RM9	

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About this agreement

This Service Plan is an agreement between you and Us, the Provider named in your Plan Schedule.

We set the price, decide which services are included and are solely responsible for providing those services.

Planramp's role

Planramp is not a party to this Service Plan. Planramp provides the technology used to create, administer and manage the Service Plan and may facilitate payments on Our behalf.

Planramp does not provide, supervise or control the services supplied by Us and does not guarantee their quality, availability, timing or performance. Any obligation to provide the services included in your Service Plan is Ours alone.

To the fullest extent permitted by law, Planramp has no responsibility or liability to you for:

- The performance or non-performance of the services
- Any act or omission by Us or anyone engaged by Us
- The quality, safety or suitability of any work performed
- Any quotation, recommendation or representation made by Us
- Any loss arising from Our failure to meet Our obligations under this Service Plan

Nothing in these terms limits any rights you may have directly against Planramp that cannot lawfully be excluded.

How long your Service Plan runs

Your Service Plan starts on the Start Date and continues until cancelled.

We will provide the services with reasonable care and skill. Nothing in these terms affects your statutory rights.

What is included, and what is not

How your included services work

Your Plan Schedule sets out the services included in your Service Plan. Unless stated otherwise:

- Included services apply only to the Service Address
- Each service may be used only at the frequency or quantity shown
- Included services must be used during the Plan Term
- Unused services do not carry over into a later Service Plan
- Included services have no cash value and cannot be transferred to another person or property without Our agreement

Where your Service Plan includes priority appointments, the priority offered will be as described in your Plan Schedule.

Where your Service Plan includes an included callout, the scope of that callout will be as described in your Plan Schedule.

Any parts, materials or additional work are chargeable unless your Plan Schedule expressly says they are included.

Work that is not included

Unless expressly included in your Plan Schedule, the Service Plan does not cover:

- Parts, materials or replacement equipment
- Work outside the services described in your Plan Schedule
- Faults or damage that existed before the Start Date
- Problems caused by misuse, accidental damage or work carried out by someone else
- Work required because equipment is unsafe, inaccessible or does not comply with applicable requirements
- Services outside the stated Service Area

Eligibility and existing faults

If additional work is needed, We will tell you and, where appropriate, provide a separate quotation before carrying out that work.

Your Service Plan applies only to the property, equipment and services described in your Plan Schedule.

You must give Us complete and accurate information when you join.

We may inspect relevant equipment before providing a service.

If We identify an existing fault, unsafe installation or another issue that falls outside your Service Plan, We will explain this to you and may quote separately for any remedial work.

Any additional eligibility requirements applying to your Service Plan will be shown in your Plan Schedule.

Arranging your service

Arranging a visit

Where your Service Plan includes a scheduled service or visit, We will get in touch with you to arrange a suitable appointment.

We will make up to three reasonable attempts to contact you using the contact details you have provided.

If We are unable to reach you after three attempts, you can still use the service. It then becomes your responsibility to contact Us and arrange the appointment before the end of your Plan Term.

Appointments are subject to availability, so We recommend getting in touch in good time to make sure your included service can be arranged before your Plan Term ends.

Unless your Plan Schedule expressly guarantees a response or attendance time, any estimated appointment or attendance time is not guaranteed.

You must provide reasonable and safe access to the Service Address at the agreed time.

If you need to change an appointment

We understand that plans change. If you cannot attend an appointment, please give Us at least 24 hours' notice.

If We cannot access the property or you miss an appointment without the required notice, We may charge a reasonable missed appointment fee, where that fee has been disclosed to you beforehand, or treat the included visit as used where your Plan Schedule expressly provides for this.

Your responsibilities

You agree to:

- Provide complete and accurate information about the property and relevant equipment
- Give Us safe and reasonable access when required
- Tell Us about any known fault, damage or safety issue
- Follow reasonable instructions We give you relating to safety or maintenance
- Tell Us if you move home, replace relevant equipment or make another change that may affect your Service Plan

You should contact Us if any of these circumstances change.

Paying for your service plan

The total price for your Service Plan is shown as the Plan Price in your Plan Schedule.

Your first payment is taken on the Start Date, followed by one payment each period until your Service Plan is cancelled.

When we take your payment

We take the payment automatically from the card you registered, on the same date each period. You do not need to do anything.

If a payment does not go through

We will email you to let you know. Nothing is cancelled at that point, and there is nothing you need to do yet.

We will try again a few days later, and once more after that. If the payment still does not go through, your service plan stops. We will not take anything else, and we can start your plan again whenever you are ready.

If payment remains outstanding, We may suspend services under your Service Plan after giving you reasonable notice. We may also take reasonable steps to recover amounts properly due under this agreement.

Changing your card

You can update your card at any time from your account. Your card details are held by our payment provider, not by us.

Price changes

The Plan Price will not change during your current Plan Term unless required by law or expressly agreed with you.

Any new price will apply only to a new or renewed Service Plan.

Term and renewal

Your Plan Term

Your Service Plan runs from the Start Date until cancelled. There is no minimum term.

Your Service Plan carries on until you cancel. There is nothing to renew and nothing to sign.

Your cooling-off rights

Where you entered into this agreement online, by telephone or otherwise at a distance, you may have a legal right to cancel during the applicable cooling-off period.

Where the statutory 14 day cancellation right applies, the period starts when the agreement is made. That is a right the law gives you, not a term we set.

If you ask Us to begin providing services during the cooling-off period and then cancel, you may be required to pay a reasonable amount for services already provided, where permitted by law.

Cancelling after the cooling-off period

After any applicable cooling-off period has ended, you can cancel at any time from your account. Your Service Plan then runs to the end of the period you have already paid for and nothing more is taken.

If you have already booked a visit with us, let us know. Cancelling your service plan does not cancel work we have arranged.

Cancellation

Cancel from your account at any time, or by contacting us.

If your Service Plan ends early

If we cancel

We may end your Service Plan early where there is a reasonable reason to do so, including:

- Repeated non-payment
- Serious or repeated breach of these terms
- Abusive or threatening behaviour
- Fraud or deliberately inaccurate information
- Circumstances that mean We can no longer safely or lawfully provide the service
- Circumstances outside Our reasonable control that prevent Us continuing the Service Plan

Unless immediate cancellation is reasonably necessary, We will give you reasonable notice.

If We end the Service Plan for a reason that is not your fault, you will not be required to make payments relating to the period after the Service Plan ends. Where appropriate, We will also refund any amount already paid for services that you will no longer receive.

If we cannot provide a service

Sometimes circumstances outside Our reasonable control may delay or prevent Us from providing a service.

Where this happens, We will take reasonable steps to contact you and rearrange the service.

If We are unable to provide a material part of your Service Plan for a prolonged period, you may be entitled to end the agreement and, where appropriate, receive a refund for services you have paid for but will not receive.

Our responsibility to you

We are responsible for providing the services described in your Plan Schedule with reasonable care and skill.

Subject to the exclusions below and to the fullest extent permitted by law, Our total liability to you arising out of or in connection with this Service Plan will not exceed the total amount you have paid under this Service Plan in the 12 months before the loss arose.

We are not responsible for losses resulting from:

- Faults or damage that existed before We provided the relevant service
- Inaccurate or incomplete information you gave Us
- Work carried out or altered by someone else
- Your failure to follow reasonable instructions
- Circumstances outside Our reasonable control
- Losses that were not reasonably foreseeable when this agreement was entered into

The liability cap above does not apply where liability cannot lawfully be excluded or restricted, including liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Statutory consumer rights or any other liability that the law does not allow Us to limit

Nothing in these terms affects your statutory rights.

If you are unhappy with the services you receive, please contact Us so that We can try to resolve the issue.

We will investigate your complaint and respond within a reasonable period. If we need longer, we will tell you why and roughly when to expect a full reply.

The Provider is responsible for complaints relating to the services provided under your Service Plan.

Planramp does not provide those services and is not responsible for resolving complaints about their performance, quality or delivery.

About a payment

Talk to us first. We can see every payment on your service plan, and we can refund a payment taken in error.

Your service plan is not a financial service, so a complaint about your plan does not fall to the Financial Ombudsman Service.

General terms

Changes to your Service Plan

We will not change the Plan Price, Included Services or other material terms during the Plan Term unless:

- The change is required by law
- You expressly agree to the change

The version of these terms applying when you subscribed will remain available through your Planramp account.

If we ever disagree about what your service plan includes, this booklet is what we both agreed to. Its wording has not changed since the day you subscribed.

Transferring this agreement

You may not transfer your Service Plan to another person or property without Our agreement.

We may transfer Our rights and obligations under this agreement where doing so does not reduce your rights.

If part of these terms is invalid

If any part of these terms is found to be invalid or unenforceable, the remaining terms will continue to apply.

No waiver

If either of us does not enforce a right immediately, this does not mean that right has been given up.

Governing law

These terms are governed by the laws applicable to where you live in the United Kingdom.

You retain any rights you have to bring proceedings in the courts available to you under applicable consumer law.

Key terms

Some words in this booklet have a particular meaning. Those words are explained below.

Included Services

The services stated as included in your Plan Schedule.

Plan Price

The total amount payable for the Service Plan over the Plan Term.

Plan Term

The period beginning on the Start Date for which your Service Plan runs.

Service Address

The property shown in your Plan Schedule.

Start Date

The date your Service Plan begins.

Document version

A short code naming the wording this booklet was built from.

Monthly Payment

One of the instalments used to pay the total Plan Price.

Plan Schedule

The section containing the price, services and other details specific to your Service Plan.

Provider, We, Us, Our

Kohl's Plumbing & Heating, the business named as the Provider in your Plan Schedule, and anyone we send to do the work.

Service Plan

The agreement under which We provide the Included Services in return for the Plan Price.

You, Your

The customer named on the Service Plan.

Contact

<https://kohlsheating.co.uk/>

Registrations

Gas Safe
650983

These are the schemes we are registered with. Each registration is issued and checked by the scheme's own body, and you can confirm ours with that body directly.

Provider Details

Trading name
Kohl's Plumbing & Heating

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