

## **ChimneyDoc Chimney sweeping and service contract Terms & Conditions.**

In signing the ChimneyDoc budget payment plan agreement you (the client) agree to be bound by the following terms and conditions.

The term ChimneyDoc is the trading name of Mark Aylett, chimney sweep, and reference to ChimneyDoc in these terms and conditions relates either to Mark Aylett, or contractors assigned by Mark Aylett to perform services on his behalf. All references to “chimney” also relates to metal flues and metal chimney liners.

The client agrees to pay the specified amount each month by bank standing order. ChimneyDoc agrees to perform the stated number of chimney sweeps (and other stated services) per year, and will contact the client to arrange a site visit at a convenient time for both parties. Normal working hours are Monday to Friday, 9.00am to 5.00pm. Services outside these times will be by special arrangement only, and cannot be guaranteed. In addition, ChimneyDoc agrees to perform additional services in the event of any specified chimney related problems, including, but not limited to, chimney blockage caused by soot fall or birds nest, bird invasion and chimney fires. It does not cover any blockage or failure of chimney flue due to any structural defect or failure.

The agreement is not an insurance policy. It does not cover any damage, howsoever caused, to chimneys and household as a result of any chimney related problem. Clients should ensure they are adequately ensured against any such eventuality on their household insurance. Further, it does not guarantee that there is no possibility of combustion emissions (smoke or carbon monoxide, for example) escaping into the house, and it is generally recommended that householders should fit detection equipment to guard against smoke and carbon monoxide. ChimneyDoc can assist in recommending type and placement of such equipment.

Existing ChimneyDoc clients may start a contract at any time, provided they have had all covered chimneys swept within the previous 12 months. New clients must have chimneys swept prior to starting a contract. This rule applies to all chimneys that are to be covered. When existing clients start a new contract, a scheduled sweep will not normally be performed within the first 3 months of the contract, or until 3 monthly payments have been received. When new clients start a contract, a scheduled sweep will not normally be performed within the first 6 months of the contract, or until 6 monthly payments have been received. However, for both new and existing clients, the emergency cover will start after receipt of the first payment.

The minimum term of the contract is 12 months. After that term, the contract will run on a rolling month-by-month basis and may be cancelled at any time. If for any reason, the client cancels the contract within the minimum term, no refund will be payable for instalments already made. If any scheduled services have been performed during the minimum term, the client will become liable for the cost of those services based on a percentage of the remaining term of the contract. (For example, if 6 of the 12 monthly payments remain unpaid, the client will be liable for 50% of the cost of services performed.) ChimneyDoc reserves the right to cancel the contract at any time. In this event, no refunds will be given, however, the client will not be liable for any residual payment for services already performed.

If, during the term of the agreement, you suffer a chimney related problem, you must contact the ChimneyDoc as soon as possible. An appointment will be made to investigate the problem and the issue will receive priority service. However, a guaranteed response time cannot be given.

During the term of the contract, the client will also benefit from a 10% discount on the labour component of any other work carried out by ChimneyDoc that is not otherwise covered within the terms of the agreement.

Mark Aylett  
27/12/2010