

# Terms and Conditions



# Table of Contents

GENERAL CONDITIONS.....	3
COMFORT PLAN BENEFITS.....	3
GAS WATER HEATER BENEFITS .....	4
HUMIDIFIER <b>ADD-ON</b> PLAN BENEFITS .....	4
LIMITATIONS .....	4
LOYALTY CREDITS .....	4
PLUMBING COMFORT CLUB PLAN.....	5
GENERAL EXCLUSIONS .....	5
COMFORT CLUB RENEWAL.....	5
MISSED OR LATE PAYMENTS .....	5
CHANGE OF ADDRESS .....	6
COMFORT CLUB CANCELLATIONS.....	6

## Welcome to the Comfort Club

Thank you for choosing Vaughan! This brochure contains important information regarding your Comfort Club Plan. Please read the following carefully before purchasing a Comfort Club Plan as it contains the terms and conditions of our agreement. Make sure to keep this brochure in a safe, dry place so you may refer to it easily.

If you have any questions regarding the following content, please feel free to contact our office at **856.627.0303**

Please visit our website **VaughanComfort.com** for the complete inspection task lists and latest terms and conditions.



Robert W. Vaughan, Master HVACR LIC # 5842 | Thomas J. Weaver | Master Plumber LIC # 9521  
NJ LIC. # 13VH01727600

## GENERAL CONDITIONS

This agreement is between Vaughan Comfort Services (hereinafter referred to as the "Vaughan CS, or Vaughan") and you, the participant(s) in the Comfort Club System Protection Plan (hereinafter referred to as the "Vaughan Comfort Club, or Comfort Club Plan") for residential-type equipment: natural gas furnaces and boilers; oil furnaces and boilers; heat pumps; ductless heating and cooling; natural gas or electric storage-type water heaters; natural gas tankless water heaters; electric central air conditioners; electronic air cleaners; humidifiers. All other equipment and/or equipment are specifically excluded from protection under the Residential Program.

Comfort Club Plans are only available to customers in Vaughan's service territory.

Comfort Club Plan provides protection for a one heater and one central air conditioner. Comfort Club is available for purchase for heater only or central air conditioner only. You will receive one (1) : Energy saving 25-point Health & Safety maintenance per piece equipment covered during the calendar year.

Vaughan Comfort Services agrees to uphold the repair warranty as long as there is no lapse in protection and the customer maintains the original Comfort Club Plan purchased during the lifetime of the warranty protection period. Applies only to Comfort Club Plan holders.

Vaughan Comfort Services reserves the right to change the price at any time. In the event of such changes, you may discontinue participation in the Comfort Club Plans. Visit [VaughanComfort.com](http://VaughanComfort.com) for the latest terms and conditions.

## COMFORT CLUB PLAN BENEFITS

**Maintenance-** one energy saving maintenance(25points), per piece of equipment covered, per year. Complete listing of inspection procedures for applicable equipment located in Inspection task lists online at [VaughanComfort.com](http://VaughanComfort.com)

**Reminder Service-** includes one or all of the following: personal letter, email, text or phone call to the plan holder alerting them that it is time to schedule their 25-point Inspection(s).

**Repair Warranty-** Vaughan will uphold a repair warranty for 3 years from the date of the repair performed by a Vaughan Comfort Services technician. Vaughan Comfort Services agrees to uphold the repair warranty as long as there is no lapse in protection and the customer maintains the original Comfort Club Plan purchased during the lifetime of the warranty protection period.

**Priority Service-** Vaughan agrees to respond to the service call made by a Comfort Club Planholder within the same day (24 hours) of the call being made.

**No Overtime Fee on Heating & AC Repairs-** if the repair is performed outside of normal business hours (Mon-Fri 8:00am-4:30pm) additional repair or "overtime" charges will not be charged to Comfort Club Plan Holders.

**Diagnostic Fee Savings on Heating & AC-** During regular business hours a \$47 diagnostic fee (8:00am- 4:30pm Mon-Fri) will apply (\$48 off the regular price). During overtime and holiday hours the Comfort Elite holder will pay \$57 (\$58 off the regular price of \$115)

**Monthly Payment Options-** Under the Comfort Plan, the customer is eligible for a monthly payment plan option. The regular pricing for the monthly payments made via credit card or EFT. (Discount for full one-time payment)

**Replacement Loyalty Credits-** Comfort Club Plan holders receive \$50 per year in loyalty credit that can be used toward the purchase of qualifying equipment. \*See Loyalty Credit Terms and Conditions for complete details.

**15% off of Heating, AC-** Comfort Club Plan holders enjoy a 15% discount off of the cost of the repair

#### **HUMIDIFIER ADD-ON PLAN BENEFITS**

The Humidifier inspection(s) will be performed at the time of Heater Inspection. At this time, Vaughan will inspect the unit and clean necessary parts, replace the humidifier pad, test and adjust all safety and operating controls, and inform the customer of the equipment condition. Humidifier Protection is not available for individual purchase.

The customer must hold a Comfort Club plan to be eligible to purchase Humidifier Protection. The customer will enjoy the same Humidifier protection benefits of the Comfort Club Plan that they hold. Example: If a customer has a Comfort Plus Plan, when they purchase Humidifier Protection, their Humidifier will then be eligible for Comfort Plan benefits.

#### **ELECTRONIC AIR CLEANER ADD-ON PLAN BENEFITS**

The Electronic Air Cleaner inspection(s) will be performed at the time of Heater and/or Air Conditioner Inspection. At this time, Vaughan will inspect the unit and clean necessary parts, thoroughly clean applicable filters, test and adjust all safety and operating controls, and inform the customer of the equipment condition. Electronic Air Cleaner Protection is not available for individual purchase. The customer must hold a Comfort Club plan to be eligible to purchase Electronic Air Cleaner Protection. The customer will enjoy the same Electronic Air Cleaner Protection benefits of the Comfort Club Plan that they hold. Example: If a customer has a Comfort Plus Plan, when they purchase Electronic Air Cleaner (EAC) Protection, their EAC will then be eligible for Comfort Plan benefits.

#### **STANDARD TANK WATERHEATERS ADD-ON PLAN BENEFITS**

Maintenance on standard tank type water heaters only, includes flush and burner operation. Tankless water heaters are treated same as gas heaters, Oil water heaters are treated as Oil furnaces.

#### **LIMITATIONS**

Defective or inoperative equipment are ineligible for protection. Vaughan assumes no responsibility and shall not be liable for any losses or damages caused by or arising from the failure and inoperability of equipment. However, under no circumstances shall Vaughan be held liable in excess of the payment received for Comfort Club or any conditions that are beyond our control.

All equipment is subject to inspection, at Vaughan's discretion, before acceptance into Comfort Club.

All service calls received by Vaughan are handled in order of receipt of request except for Comfort Plan holders (24 hour guaranteed response). Vaughan will not be responsible for unavailability of parts, labor difficulties, acts of nature, fires, floods, or any other conditions beyond the reasonable control of Vaughan Comfort Services.

Multiple Units Located in Same Residence – If there is more than one gas furnace or boiler, electric central air conditioner, or other piece of equipment of the same type in the residence (e.g., two humidifiers or two electronic air cleaners), a Comfort Club Plan must be purchased for each piece of equipment. The Comfort Club Plan holder is responsible for providing safe and adequate access to all equipment.

#### **LOYALTY CREDITS**

Loyalty Credits can be accumulated and used toward the purchase of any qualifying heating and/or air conditioning system. The total amount of Loyalty Credits that can be accumulated is \$500. A maximum of 50/year for Comfort Club can be accrued by the Plan(s) holder. The maximum amount of loyalty credits that can be accumulated per year (listed

above) remains the same whether the plan holder has 1 or multiple plans. (i.e. if customer has 2 Comfort Plans they receive \$25/year, not \$50/year)

Qualifying HVACR equipment and Credit Limit is as follows:

Oil/Gas Furnace: Credit Limit \$350, Oil/Gas Boiler: Credit Limit \$500, Central Air Conditioning System: Credit Limit \$250, Heat Pump: Credit Limit \$350, Electronic Air Cleaner: Credit Limit \$100, Humidifier: Credit Limit \$50

Qualifying Plumbing equipment and Credit Limit is as follows:

Standard tank water heater: Credit limit \$100, Power vented/tankless water heater: Credit limit \$150, Bath/Kitchen Renovation: Credit limit \$350-500 (Vaughan will base credits used per job work scope) Whole house water filtration: Credit limit \$100, under sink water filtration: Credit limit \$50

Loyalty Credits cannot be used toward the purchase of any items or services that are not listed under qualifying equipment (listed above).

Loyalty Credit cannot be redeemed for cash value. Customer must remain on a Comfort Club Plan continuously without lapse to retain purchase accrual.

Loyalty Credits cannot be combined with any other offer

## **PLUMBING COMFORT CLUB PLAN BENEFITS**

**Annual Sewer Line inspection-** Vaughan will use our sewer inspection camera to visually inspect up to 99ft of main sewer line from the outside of the home to the street once per plan year. Vaughan will also provide a visual inspection of the home's plumbing at the same time (explained below) and tag the water main, and water heater shut off valves.

**Plumbing inspection-** Since plumbing systems vary from home to home, not all plumbing issues can be identified. Plan holder is aware that the visual plumbing inspection is courtesy, which carries no guarantees or warranties of any unseen or unidentified conditions. No Vaughan Comfort Services representative shall in any way be held liable for damages that arise in the plumbing system, identified or not, and are the sole responsibility of the property owner. Not valid for real estate transactions. Customer acceptance or signature on plumbing inspection document indicates that a Vaughan technician is giving you information and does not constitute an order for service.

**Reminder Service-** includes one or all of the following: personal letter, email, text or phone call to the plan holder alerting them that it is time to schedule their 25-point Inspection(s).

**Priority Service-** Vaughan agrees to respond to the service call made by a Comfort Club Planholder within the same day (24 hours) of the call being made.

**No Overtime Fee on Plumbing Repairs-** if the repair is performed outside of normal business hours (Mon-Fri 8:00am-4:30pm) additional repair or "overtime" charges will not be charged to Comfort Club Plan Holders.

**Diagnostic Fee Savings on Plumbing-** During regular business hours a \$47 diagnostic fee (8:00am- 4:30pm Mon-Fri) will apply (\$48 off the regular price). During overtime and holiday hours the Comfort Elite holder will pay \$57 (\$58 off the regular price of \$115)

**Monthly Payment Options-** Under the Comfort Plan, the customer is eligible for a monthly payment plan option. The regular pricing for the monthly payments made via credit card or EFT. (Discount for full one-time payment)

**Replacement Loyalty Credits-** Comfort Club Plan holders receive \$50 per year in loyalty credit that can be used toward the purchase of qualifying equipment. \*See Loyalty Credit Terms and Conditions for complete details.

**15% off of Plumbing repairs-** Comfort Club Plan holders enjoy a 15% discount off of the cost of the repair

## GENERAL EXCLUSIONS

Comfort Club Plan protection DOES NOT include Oil Tanks (Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST)). A Vaughan Comfort Services technician will review the oil tank condition at the time of the annual heater cleaning and alert the customer verbally and/or by written notice of any recommended replacement and/or condition concerns. Vaughan Comfort Services nor our employees or agents shall be liable under any circumstances for, any claims or damages, including but not limited to the remediation of contaminated ground water and/or the remediation of contamination on customer's or neighboring properties, arising out of or in connection with all leaks and/or failure of customer's fuel oil storage tank, associated lines, piping and fill ports.

## COMFORT CLUB RENEWAL

Unless otherwise notified by you, Vaughan shall automatically renew protection upon expiration of this agreement. If payment is not made within 30 days of invoice sent, Vaughan will automatically cancel the benefits and remove the plan and charge from the customers Vaughan account.

## MISSED OR LATE PAYMENTS

If you do not make your payments as scheduled, Vaughan Comfort Services may suspend and/or cancel your contract protection and demand immediate payment of your total balance owed. No repairs or inspections will be made until the account is brought up to date.

## CHANGE OF ADDRESS

Comfort Club Plans are transferable to new homeowners or to a new residence with a 30-day written notice and upon receipt of new homeowners reading and signing these terms and conditions.

When transferred to a new residence, the residence must be within the Vaughan service area. Equipment is subject to the "Limitations" section of these Terms and Conditions.

## COMFORT CLUB CANCELLATIONS

Vaughan Comfort Services reserves the right to terminate participation in Comfort Club under the following circumstances:

1. Delinquent or non-payment
2. If covered equipment does not meet listed Comfort Club eligibility requirements under "Limitations" of these terms and conditions.
3. If your Comfort Club Plan protection is canceled for non-payment, you (the plan holder) will be responsible for paying the outstanding balance of the full Comfort Club annual price if the 21 Point Inspection was performed during the period.

You have the right to cancel your Comfort Club Plan at any time for any reason. You must notify Vaughan of the cancellation in writing or by email to:

**Vaughan Comfort Services Attn: Service Billing, 212 Barrett Ave. Magnolia NJ 08049OR  
Service@VaughanComfort.com**

If you cancel within the first 30 days of sign-up or renewal, and if no service has been provided on the covered equipment, you will receive a full refund for Comfort Club Plan payments made on the protected equipment. If you cancel after 30 days of the enrollment or renewal period, and no service/inspection as been provided, you will receive a prorated refund. You will be responsible for paying the outstanding balance of the full Comfort Club annual price if the 25 Point maintenance was performed during the period of protection.

Thank you for choosing the Comfort Club



856.627.0303

**VaughanComfort.com**

Robert W. Vaughan, Master HVACR LIC # 5842 | Thomas J. Weaver, Master Plumber LIC # 9521NJ LIC. # 13VH01727600 | 212 Barrett Avenue. Magnolia. NJ 08049