

TERMS AND CONDITIONS

1. The Company will provide the level of cover for the period of 12 months from the date of the contract as set out in the companies price list in respect of the Customer's private domestic gas central heating system or gas appliance referred to in the Contract.

2. Definitions

2.1 The System shall include the gas supply from the appliance isolating cock, the pump, thermostat, thermostatic radiator valve, motorised valves, time, open vented temperature and pressure controls, radiators, pipework, hot water cylinder (up to a maximum size of 36" x 18"), feed and expansion tanks.

2.2 The boiler and controls shall mean the central heating boiler together with the pump, and temperature controls in the case. In the case of an unvented hot water storage system the hot water pressure and temperature controls are not included.

2.3 The boiler only shall mean the central heating boiler and its internal controls.

2.4 Appliances means any other gas appliance specified in the Contract and appliances included in this Contract qualify for the Heatcare level of cover only.

2.5 The Company will endeavour subject to workload and labour availability to call the same day to identify any breakdown or failure of the system or the gas appliance.

2.6 The Company may at its discretion make a charge for attending at the customers premises during unusual hours should it be considered that the reason for the call out was not an emergency, or failure to gain access on booked service calls.

2.7 At the same time as the annual service visit the Company will check the safe operation of the gas appliances included in the contract.

2.8 A Gas Safe registered central heating engineer will inspect the system or any other appliances specified in the Contract once a year and clean and adjust them as necessary. Any fault found and covered by the Contract will be remedied.

2.9 No charge will be made in respect of the labour involved in repairing any reported fault but an extra charge may be made for any parts or materials used which are not covered by the Contract.

3. Payment and Renewal

3.1 Payment for the contract is made annually in advance or by any other payment method agreed between the parties hereto.

3.2 The Contract remains valid as long as payment is made. NB: Admin charges will apply due to late or incorrect Direct debit Payments.

3.3 The Company may refuse to offer renewal of any Contract at its discretion or may offer a reduced level of cover.

4.1 If the ownership of the property in which the system or appliances covered by the Contract changes the new owner shall have the benefit of the Contract for the remainder of the period for which payment has been made. NB: Provided that we have been advised in writing of such change of ownership within 28 days there of. Admin charges made be charged Re: replacements contracts.

4.2 No refund of the price or any part thereof will be made for the unexpired part of the Contract.

5.1 The Company may supply and fit adequate replacement parts or components which are not the same as the parts being replaced.

5.2 The Company shall not be held responsible by the Customer for any delays occasioned by the non availability of spare parts from suppliers.

6. The Contract does not include the replacement of the central heating appliance or any other gas appliances referred to in the Contract in the event of spare parts or components not being reasonably available.

7.1 Acceptance of the system or any part thereof or any other gas appliance under the Contract does not imply that the system or any part of it is installed satisfactorily or to the prevailing accepted standards and the Company will not accept responsibility for any inadequacy attributable to the original design and makes no warranty as to fitness of the system for the purpose of condition.

7.2 The Company reserves the right to cancel the Contract and refund any monies paid for reasons of safety accessibility for servicing or non availability of spare parts on the first annual visit.

7.3 The Contract does not cover any flues or fluing of any open flued appliance and initial testing of such fluing shall not be deemed to include the same in the Contract.

8. The Company may at its own discretion use sub contractors to carry out all or any part of the services to be provided under the Contract.

9. The Company shall not be liable if it is not able to carry out its obligations under the Contract due to industrial dispute or force majeure.

10. The following matters are excluded form the Contract:

10.1 The replacement of decorative parts damaged in the course of work.

10.2 The cold water supply tank and its feeds and outlets.

10.3 Any defects or inadequacy directly attributable to the original design of the system or appliances.

10.4 The fabric of the building or pipes or flues buried in such fabric.

10.5 Any defect or damage to the system or the gas appliances caused by fire, lightning explosion, flood, storm, tempest, frost, impact, malicious or wilful action, negligence, misuse or third party interference.

10.6 Any damage occurring or arising as a result of defects in the system or the gas appliance or a failure of the public gas or electrical water supplies unless the same is attributable to the negligence of the Company.

10.7 Any domestic water supply from the hot water cylinder or gas appliance to and including the tap and shower outlets and de-scaling and any such work arising from hard water scale deposits or badly adjusted water supplies.

10.8 Any fan convector forming part of the central heating system.

10.9 Any damage to electrical components due to water leakage.

10.10 Removing scale from hard water deposits and, or sludge from boiler or system.

11. In the event of the replacement of the hot water cylinder being required under the Contract (up to a size of 36" x 18") whereby alterations to the existing pipework are needed the Company at its discretion may charge for such alterations.

12. In the event of a replacement of the hot water cylinder being larger than 36" x 18" the Company may at its discretion make an additional charge for replacing the same. (Unvented Cylinder replacements may also be charged)
13. Any hot water cylinder included in the Contract which also has an electrical heating element (eg immersion heaters) are covered by the Contract but the cost of replacing the heating element is not and the Company may charge for such replacement.
14. Only unvented cylinder controls are covered by contract.
15. Only underfloor central heating controls are covered by contract.

Plumbing Terms and Conditions

Included in contract:

We will provide labour and materials for the Emergency repair and / or replacement of the following:

In relation to your Emergency plumbing repairs:

- (a) Accessible hot and cold water service pipes leading to taps and appliances,
- (b) Cold water storage tanks,
- (c) Leaking warning and/or overflow pipes,
- (d) Standard ball valves and toilet siphons,
- (e) Burst pipes if fitted to current standards, but this will be at the engineer's discretion and his decision will be final and binding,
- (f) Pipe work forming part of your central heating system if it is leaking, but this will not include defects in the heating system, ie pipe work only is covered, and our engineer's decision as to whether or not a particular fault is covered shall be final and binding. (The remainder of your heating system can be covered by our Heat Cover contract either as a combined or separate contract).
- (g) Radiator valves on your central heating system if not already covered by one of our Heat Cover contracts,
- (h) Standard immersion heaters and your hot water cylinder up to size 36" by 18" but a charge may be made for any non-standard elements necessary to effect the repair, and our engineer's decision as to whether or not a particular fault is covered shall be final and binding,
- (i) Washing machine and dishwasher hoses installed in accordance with the manufacturer's instructions.

In Relation to your drains:

Our contacts covers you for the costs of labour and materials up to a limit of £600 (including VAT where applicable) in relation to the unblocking of your drainage pipes, rainwater pipes and/or waste pipes within the boundary of your property and up to the connection with any shared drain connection to restore the flow (and including unblocking a blocked sink).

Not included in the contract

- (a) Commercial properties,
- (b) All taps and service valves are not included but tap washers can be replaced by our engineer at his own discretion,
- (c) Repair and/or replacement of the following will not be included:
Stopcocks, water softeners, mixer valves and shower pumps, radiators, any combined pop up waste and overflow system, water filters, mechanical water pumps, decorative garden water features, swimming pools, rainwater pipes and guttering, or electrical units for toilets and macerators,

- (d) access to drainage pipes and chambers remains the responsibility of the homeowner. A charge may be made for additional work needed in order to gain access, and the homeowner will be responsible for repairing any decorative or other coverings which it has been necessary to remove in order to carry out work to the drainage pipes or chambers.
- (e) Repairing or replacing the mains supply to your house/out building etc.
NB: A discount is given on the cost of covering your plumbing and drainage if you take out one of our contracts which includes plumbing and drainage cover.

General Exclusions For All Contracts

1. The cost of repair arising from design faults which could not be identified on inspection using reasonable care and skill.
2. Damage caused by you or someone else.
3. Loss or damage arising from the appliance, boiler or system breaking down or leaking, eg. Damage to furniture, carpets, etc.
4. If it is necessary for us to dig on your property we will fill any holes and level the surface, but the replacement of the original surface and any redecoration required is your responsibility unless damage is the fault of our engineer.
5. The cost of repairs required due to freezing weather, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm, unless the Contract specifically includes the same.
6. Any damage covered by your household insurance.
7. Replacing any appliances, bathroom fixtures, showers and sanitaryware unless the Contract specifically includes the same.
8. Any improvements to your property, central heating system, etc. You should be aware that due to changing standards and regulations, you may need to carry out improvements before we are able to complete repairs under the Contract.
9. Repairing or replacing decorative parts.
10. Resetting your system controls.
11. Cleaning or clearing your system if in our professional opinion is necessary to ensure that your boiler or the system will work properly.
12. Repairs or damage caused as a direct result of alterations to or problems with the gas, electricity or water supply services.
13. The cost of any repairs to your property resulting from our work unless our engineer has been negligent or broken the terms of the Contract.
14. The payment of a money alternative for the repair or maintenance referred to in the Contract.

About Your Agreement.

Our Service Care agreements are only available for appliances used inside your own home for domestic purposes, or domestic property or properties which you let out to residential tenants.

If we are unable to cover the area where your property is situated, we will tell you when you apply.

Your agreement runs for a period of one year from commencement, and is transferable to the new owner of your property should you sell the same with a current Service Care agreement in force. We will write to you tell you about any changes to the terms and conditions or prices.

Your agreement starts when we process your application. After your first payment, further payments for your agreement will fall due either annually or monthly depending upon the payment plan which has been agreed between us.

After your application has been processed, we will inspect your heating system and/or

gas appliance, plumbing, etc (depending upon which plan you have applied for) to make sure they are safe and in good working order. Our Engineer will let you know of any work needed to bring the system, etc up to a condition whereby they are safe and in good working order. We will endeavour to carry out the inspection within 28 days of receiving your application where possible. However, as we give priority to breakdowns, it can be later if there is a large demand for our services at the time of receiving your application.

If the survey reveals a problem, we will:

- 1) Tell you what work is needed and what it will cost you for that work to be done.
- 2) If you do not wish to have work done, offer you an agreement for reduced cover, which will not include the parts causing the problem; or
- 3) Cancel the agreement and refund your money.

We will normally carry out a Safety and Maintenance Inspection for gas options at the same time as our initial survey of your system. Further Inspections will then be carried out by our engineer on each annual renewal of your agreement. As long as we can have access to your property, we will make sure we check that your system or appliance is safe. For plumbing options we will aim to carry a Maintenance Inspection each year on renewal of your agreement as with gas options.

Landlord's Safety Certificates.

We can carry out the inspections that are needed at the same time as the annual service Safety and Maintenance Inspection, and this means a reduced charge for the inspection and certificate. We will check all gas appliances in the property for the purpose of the Landlord's Certificate, and we can service any other gas appliances not covered by one of our plans, in the rented property for an extra cost. After the inspections on the gas appliances, we will then give you a Landlord's Certificate showing that we have done a safety inspection.

We will let you know when it is time for renewal of your Service Care agreement and for us to carry out the annual inspection and service of your appliances. It is your responsibility to arrange appointments and to let us into your property. If we cannot gain access to your property, we will be unable to carry out the necessary work. If this happens, we will tell you so that you may arrange another appointment.

NB: A charge for re-attending may be made.

If you do not arrange an appointment or we cannot gain access, your agreement will not continue. We will tell you in writing if this is the case.

Cancellation

We may cancel your agreement in the following circumstances:

- 1) If you have given false information.
- 2) If you do not make an agreed payment
- 3) If The Company cannot gain access for gas options, if we find something wrong at the initial survey; or we have advised you that repairs or improvements are needed to ensure that your appliance or system is in good working order, and you do not follow our advice within a reasonable period.
- 4) If we are not able to find spare parts to keep your system or appliance working safely.
- 5) If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- 6) If we cancel your agreement, we will:
for gas options, give you a full refund if we find something wrong at the initial survey.
- 7) If we cancel your agreement because we have told you that permanent repairs or improvements are needed, we may offer you another agreement with us, for example one which will not include the parts causing the problem, or does not include the cost of repairs to your system or boiler.

You may cancel your agreement in the following circumstances.

- (a) If it is within seven working days starting from the day after you receive written confirmation of your agreement with us and you will receive a full refund of any money paid (unless we have carried out an inspection or repair, in which case normal charges for the work done will apply).
- (b) If it is within one month after us letting you know about changes in prices or terms and conditions or if we fail to do something which we should do. In this case, you will receive a refund based on how much time is left of the relevant 12 month period or, if you agree, we will put things right and continue the contract.

If we do not carry the spare parts needed for any repair work to your system on the day we call, we will do all we reasonably can to find parts from our suppliers as quickly as possible. We reserve the right to use other approved parts or parts that have been reconditioned by the original manufacturer.

Third-Party Rights.

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement first.

Our Responsibilities.

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.