

**Gas Protect Ltd
Terms and Conditions**

1. Definitions

“Application Instruction” means the Customer’s application to join the Maintenance Scheme by completing the agreement form supplied by the Company;
“Central Heating System” means the naturally gas fired central heating boiler, flues, radiators and radiator valves, all heating controls, hot water cylinder, feed and expansion tank, heating pipe work and the gas supply from the meter to the appliance.
“the Company” means Gas Protect Limited Company registration number 703 1740 Registered office 54 Barnfield Drive , Bolton BL5 3UA .
“Covered Appliance” means gas fires or any other appliance agreed in writing as being covered with the Company.
“the Customer” means the person or persons, firm, company or other organisation signing up to the Maintenance Scheme;
“Gas Safe Registered Engineer” means a person who has been checked to ensure they are competent and qualified to work safely and legally with gas and gas appliances.
“Gas Safety Certificate” means the documentation which the customer receives when an appliance has been fitted and registered by a Gas Safe Registered engineer.
“Initial Inspection” means the first meeting of the engineer at the property to assess the Central Heating system and/or Covered Appliances.
“Maintenance Scheme” means the contract which the Company and Customer enter in to in accordance with these terms;
“the Property” means the house, flat or other domestic dwelling w hich it is agreed that the Maintenance Scheme relates to.
“Spare Parts” means the parts of the Central Heating System or Covered Appliance which have failed to work and which may need replacing by the Company subject to the terms of clause 12 c. below.

2. Introduction

- a. When the Customer joins the Maintenance Scheme, the Customer is entering into an agreement with the Company. The agreement will be governed by these Terms and Conditions ("the Terms") which set out how the scheme works and what the Customer, as a member of the Maintenance Scheme, can expect from the Company.
- b. The Company reserves the right to amend these terms from time to time as reasonable and shall provide all customers with one month’s prior notice of any amendments.

3. Commencement

- a. The agreement will commence following a satisfactory initial inspection of the Customer’s Central Heating System and any proposed Covered Appliances and upon receipt of the first payment (to be in cleared funds) from the Customer to the Company.

4. The Customer's Premium

- a. The Customer’s basic premium covers the maintenance of the Customer’s Central Heating System and/or Covered Appliances as agreed in writing for one year. Additional appliances, such as identified gas fires, can be included within the Scheme ("Covered Appliances") for an additional charge.
- b. The basic premium and our standard rates for additional appliances are set out in our price list a current copy of which is available on request. If the Customer needs any assistance in calculating what the Customer’s premium is likely to be, please telephone and a member of staff will be happy to help.
- c. If, prior to the agreement commencing, the Company have to adjust the Customer’s premium for any reason the Company will write to advise the Customer of the revised premium. If the Customer is happy with the revised premium, the Customer must confirm this to the Company in writing as soon as possible.

5. Payment Options

- a. If the Customer occupies the premises where the Central Heating System and/or Covered Appliances are situated then the annual premium may be paid in one lump sum, by cheque, or by standing order in twelve monthly instalments. The Customer must send us the Customer’s payment details, cheque or standing order instruction (a choice of 2 dates can be made), when the Customer submit the Customer’s application
- b. If the Customer is a landlord of residential property, the annual premium must be paid in one lump sum when the Customer submits the Customer’s application. The Company cannot arrange the initial inspection until the Customer’s payment details or cheques have been received and the Company will only issue a Gas Safety Certificate to the Customer when the Company are in receipt of cleared funds.

6. The Services

The Maintenance Scheme entitles the Customer to:-

- a. Annual inspection/service of the Customer’s Central Heating System any agreed Covered Appliances;
- b. repair (where reasonably practicable) and maintenance services in the event that the Customer’s Central Heating System, and/ or any Covered Appliance breaks down or emergency repairs are required subject to the exclusions listed in clause 18 below.

7. Initial Inspection

- a. The Company will arrange for one of our Gas Safe Registered Engineers to visit the Customer’s property and inspect the Customer’s Central Heating System and/or any Covered Appliances to make sure they are safe and working properly.
- b. If the Engineer discovers a problem with the Customer’s Central Heating System, and/or Covered Appliances (all of which must meet European CE Standards) during the initial inspection, the Company will let the Customer know what the problem is and how much it will cost to fix it. If the Customer does not wish to have the problem fixed then the appliance in question cannot be covered by the Scheme. If the problem concerns the Customer’s Central Heating System the Customer’s application may still proceed in respect of the other appliance(s), but the Customer will not be entitled to any discount on the Customer’s annual premium. If the appliance in question is a Covered Appliance, the Company will refund any additional premium which the Customer may have paid and adjust the Customer’s premium accordingly.
- c. The Company reserves the right to reject any application, in its sole discretion, at the initial inspection stage and any premium which the Customer has prepaid to us will be refunded in full.

8. Annual Inspection

- a. The Company will inspect/service the Customer’s Central Heating System and/or any Covered Appliances on an annual basis at approximately the same time each year.
- b. If the Customer is a landlord who lets properties to residential tenants then, by law, the Customer is required to have each gas appliance within the property checked annually by a Gas Safe Registered Engineer. Under the scheme, our Gas Safe Registered Engineers will carry out annual inspections which meet the requirements of health and safety legislation 1998 GS (IU)R 98 installation and use. If the appliances meet the required standard then, subject to payment in full of the annual premium, the Company will issue a Gas Safety Certificate in respect of those appliances only. The Company will on request inspect and certify, where appropriate, appliances not covered by the Scheme, for prices see price list attached.

9. Repair and Maintenance

- a. The scheme entitles the Customer to:-
 - i. An unlimited number of callouts to deal with breakdowns; (subject to the Customer’s obligations below)
 - ii. All equipment and parts (subject to availability); and
 - iii. Labour required to repair (where reasonably practicable) the Customer’s Central Heating System and/or Covered Appliance.
- b. Our obligations to the Customer under the Scheme cover repairs (where reasonably practicable) and maintenance only. It does not include improvements to the Customer’s Central Heating System and/or and Covered Appliance. The Customer should note that, for the avoidance of doubt, the Scheme does not extend to removing sludge, water scale or other waste material from the Customer’s Central Heating System.

10. Call Outs and Annual Inspections

- a. The Company’s Engineers will be available to visit the Customer’s property between the hours of 8am and 8pm Monday to Saturday for Annual Inspections or in the event that the Customer’s Central Heating System or any Covered Appliance breaks down.

11. Customer Obligations

- a. In order to remain covered by the Maintenance Scheme the Customer must take reasonable steps to prevent any damage to or breakdown of the system and/or Covered Appliance. For example, the Customer must use the Central Heating System and/or any Covered Appliance in accordance with the manufacturer’s instructions and if there is a fault with any of them or if any of them break down, the Customer must report this to us as soon as possible. The Company cannot be held responsible for any repairs which arise as a result of the Customer’s failure to inform us of any problems or the Customer’s or any third party’s misuse of the system or appliance.
- b. The Company shall have no responsibility for repairs which are required due to the Customer’s interference with the Central Heating System or any Covered Appliance or due to any damage or problem caused by anyone else the Customer allows to interfere with Central Heating System or any Covered Appliance.
- c. If the Customer calls out an Engineer when there is not a problem with the Customer’s Central Heating System and/or Covered Appliance then the Company may charge the Customer for that call out in accordance with our standard rates which are £60 for the first hour that an Engineer attends the Customer’s premises and £25.00 for each hour thereafter. In the event that the Customer disagrees with the diagnosis of the Company’s Engineer the Customer may at their own expense seek a second opinion of another Gas Safe Registered Engineer and the Company will take any written report prepared by such an Engineer into consideration.

12. Spare Parts

- a. The Company will take reasonable steps to acquire any parts required as soon as possible. The Company maintain a stock of the most commonly required parts and have established contacts with local suppliers. As the Company often have to rely on third parties or manufacturers to supply parts and the Company cannot be held responsible for any delays in obtaining supplies of these parts although, where possible, the Company will give the Customer an indication of any likely delay. The Company may use parts from the original manufacturer, which may be new or reconditioned, or alternatives which in the Company’s opinion are suitable for the Customer’s particular system or appliance.
- b. At the annual inspection the Company will endeavour to identify and advise the Customer of any likely supply problems in relation to spare parts due to the age or manufacturer of the Customer’s Central Heating System and/ or Covered Appliance. If it is not possible to obtain a particular part or a suitable alternative (for example, if the part in question is no longer manufactured or available) the Company will advise the Customer in writing of the reasons for this and the Company may thereafter cancel the agreement. In this event, the balance of the Customer’s annual premium will be refunded.
- c. In exceptional circumstances including but not limited to where an expensive part is required on an old boiler and in the Engineers’ opinion the changing of the part would not prolong the life of a boiler or could increase the likelihood of the boiler breaking down in which case it may not be economical for us to acquire a particular Spare Part. In this event the Company will advise the Customer of the reasons for this and the Company may thereafter cancel the agreement, in which case the Company shall refund the balance of the Customer’s annual premium to the Customer.

13. Our Engineers

- a. The Company has a team of suitable experienced and Gas Safe Registered Engineers. The Company may, if required, sub-contract any aspect of the work to any suitably qualified, insured and experienced contractors at the Company’s discretion .

14. Duration of the Agreement

- a. The agreement will, unless terminated earlier in accordance with these terms, last for an initial period of 12 months from the date of commencement specified in the agreement and shall continue for subsequent periods of twelve months thereafter.
- b. At least 28 days prior to the expiry of that initial (or subsequent) 12 month period the Company will provide the Customer with details of the Customer’s renewal premium for the next 12 months. If the Customer pay by standing order then the new premium will simply be paid using the Customer’s current standing order arrangements unless the Customer tell us otherwise. In the case of any other payment methods, the Customer will have to pay the renewal premium prior to the specified renewal date. If the Customer does not do so, then the Company will presume that the Customer wish to cancel the Agreement and the Company’s obligations under this agreement will expire at 12 midnight on the last day of the current 12 month period.
- c. If the Customer sells the Property t hey shall supply the Company with evidence of the sale and the Company shall terminate the agreement forthwith. If the purchasers of the Customers property wish to join the maintenance plan t he Company will make the necessary arrangements as with any new customer.

15. Termination

- a. During the course of the agreement, either party may terminate the agreement by providing 14 days prior written notice to that effect by registered or recorded delivery. Notice shall be sent to the Customers address and the Customer should send notice to the Company’s office at 54 Barnfield Drive, Westhoughton, Bolton BL5 3UA and time for notice shall be calculated from registered or recorded delivery of such notice.
- b. If the Company terminate the agreement, the Customer will be entitled to a refund of any premium which the Customer has prepaid on a “pro rata” basis. The Customer will not, however, be entitled to a refund if the Company terminate the agreement because of the Customer’s breach or if the Customer terminate the agreement within the initial 12 month period. In these cases the balance of premium which remains outstanding for the remainder of that initial period shall be immediately due. If the Customer is a landlord, the Customer will not be entitled to a refund if the Customer cancels the agreement at any time following the issue of the Gas Safety Certificate.

16. Cooling Off Period

- a. The Customer has 10 working days in which to cancel the agreement from the date of commencement of the Agreement. If the Customer does change the Customer’s mind within this period the Customer can cancel by contacting our office and the Company will provide the Customer with a full refund. The Company will not normally carry out any work for the Customer during this period (with the exception of the initial inspection) unless the Customer specifically ask us to in which case, the Customer will be deemed to have waived the Customer’s cancellation rights.

17. Liability

- a. The total liability of the Company to the Customer for any breach of this agreement, breach of any duty of care which the Company owes to the Customer, our negligence or any other act or omission on our part which may give rise to liability shall be limited to £2 million in any one incident. This does not restrict or limit our potential liability for death or personal injury which results from our negligence.
- b. The Company reserve the right to amend the terms and conditions without prior notification.
- c. The Company shall not be liable to the Customer for:
 - i. losses that were not foreseeable when the agreement was entered into;
 - ii. losses of a consequential nature (such as damage to furnishings, carpets or building structure as a result of leaks from the Customer’s system) unless the Company are responsible for the cause of the damage;
 - iii. loss or damage that was not caused by the Company or as a result of any breach on its part, such as any damage caused by the Customer or a third party, or faults with the system which existed prior to the Customer entering the Scheme;
 - iv. for costs, losses and damages which are in the nature of insured risks such as, for example, damages caused by flooding, fire, freezing weather conditions, lightning, storms, subsidence, structural repairs, alteration, demolition, faulty workmanship, the interruption of electricity, water or gas service or any uninsured risks; or
 - v. Any liability which arises as a result of any so called “force majeure” event or occurrence which beyond our reasonable control;
 - vi. Any problems which are due to any faulty or inaccurate request, information or specification made by the Customer or due to any failure by the Customer to make any particular request or specification or provide relevant information.

18. Exclusions

The following work is not covered by the Maintenance Scheme and will be charged for if required:

- a. Adjustment to time and temperature controls and re-pressurising sealed systems;
- b. Replacement of decorative parts;
- c. The fabric of the building or pipe work or flue pipe work buried in it;
- d. Any damage caused by flood, frost, impact or other extraneous caused explosion, fire, misuse or neglect;
- e. Consequential damage or loss arising as a result of a defect occurring in the Central Heating System;
- f. Any defect or damage occurring from failure of the public electricity, water and gas supply;
- g. De-scaling and any work arising from hard water scale deposits caused by aggressive water;
- h. System faults arising from electrolyte sludge;
- i. Flushing system for purpose of removing sludge;
- j. Alternative parts due to obsolescence;
- k. Any exclusions listed in the signed agreement.

I agree to the above terms and conditions.

Signed _____ Date ____/____/____