Gas Smart Home Services Ltd Service Breakdown Installation 01530 54 247 1

Gas Smart Maintenance Contract Term & Conditions

1. Scope of Contract

- 1.1. Gas Smart Home Service Ltd will provide the level of cover described below subject to an initial chargeable service & inspection. This inspection will be offered at the reduced price of £50 (Normal price £72) This discount is subject to the contract being taken out within 7 days of the service.
- 1.2. This contract is strictly a maintenance contract and is not an insurance policy. Gas Smart Home Service Ltd is therefore not regulated by the FCA.
- **1.3.** Gas Smart Home Service Ltd will cover private domestic heating installations up to 44kw that use natural gas.

2. Components of the System

2.1. The components of the heating system covered are as follows; boiler and all internals, circulation pump, thermostatic radiator valves, timer/thermostat, pressure controls, radiators, heating pipework, hot water cylinder (including unvented) and expansion tank, all gas supply pipes.

3. Priority Attention

- 3.1. Gas Smart Home Service Ltd will endeavour to attend all breakdowns reported Mon-Fri before 8pm with 24 hours.
- 3.2. In the event of a breakdown being reported either Sat/Sun, Bank Holidays or after 8pm, Gas Smart Home Service Ltd endeavour to attend the property within 48 hours.
- 3.3. This is subject to workload and labour availability.

4. Annual Service

- 4.1. An annual service is included as part of your maintenance contract. One of our Gas Safe qualified engineers will perform the service and safety check in line with manufacturers instructions.
- 4.2. This service/safety check will include a minimum of; FGA using a calibrated analyser, check of the inlet and working gas pressure, clean condensate trap, clean magnetic filter (if fitted), clean inside of boiler case, gas rate if required, test of safety devices and all safety checks in line with Gas Safe guidelines.
- 4.3. The engineer will also inspect the radiators, hot water cylinder and other components for leaks of defects.
- 4.4. A gas tightness test will be performed in certain circumstances to ensure the property is free from gas leaks
- 4.5. The annual service will be arranged at a time and date convenient to you and in the month of your contract renewal. Unless otherwise arranged with contract holder beforehand.

4.6. The annual service will be carried out Mon-Fri between 9-5 unless otherwise agreed by Gas Smart Home Services Ltd.

5. Breakdowns

- 5.1. No charges will be made in respect to labour in the event of a breakdown.
- 5.2. Call outs are unlimited, subject to fair use and adequate severity.
- 5.3. Parts will not be covered and will be chargeable in full for customers on the Silver Plan
- 5.4. No charges will be made in respect to parts for customers on the Platinum Plan.
- 5.5. Customers on the Gold Plan will be subject to a £50 excess charge per breakdown. If the parts value does not exceed £50 the charge will be reduced to the retail cost of item.
- 5.6. The maximum breakdown charge covered for any new customers within the first 3 months of contract is £250. Beyond this the customer will have to pay the difference.
- 5.7. Boiler replacement cover Customers on the Platinum Plan are entitled to complete boiler replacement. Customers on the Gold plan are entitled to 50% funding of boiler replacement. Customer on the Silver Plan do not get boiler replacement cover. All 3 plans are subject to the terms below. For the purposes of calculation the 50% funding will be applied to the invoice first and then any deductions below added.
 - 5.7.1. Boilers that are less than 7 years old and cannot be repaired economically will be replaced on a like for like basis up to the value of £2000.
 - 5.7.2. Boilers that are between 7-15 years old and cannot be repaired will be replaced at a cost of 50% chargeable to the customer.
 - 5.7.3. Boilers that are older than 15 years and cannot be repaired will not be replaced under this contract. However a goodwill discount of £200 will be deducted from the replacement cost.
 - 5.7.4. Boilers will not be replaced within the first 6 months of the contract for new customers
 - 5.7.5. Boilers will not be replaced if parts are obsolete for your make and model

6. Breakdowns not covered

- 6.1. Any breakdown that is caused by sludge, scale or system deposits will not be covered this will be confirmed by an independent water quality test if required (chargeable to customer if it fails)
- 6.2. Underfloor heating systems are not covered (unless they have been installed by Gas Smart Home Services Ltd)
- 6.3. Any breakdown that is a result of a problem with the water mains, electrical grid or gas main/meter. Including having no credit on a gas meter.
- 6.4. Pre-existing faults and defects in the design or installation of the system.
- 6.5. Seperate gas heaters, LPG, electric or oil boilers.
- 6.6. Condensate lift pumps or freezing of condensate pipes that are not of adequate size as per MI's
- 6.7. Any breakdowns caused by blocked drains backing up into boiler.
- 6.8. Replacement of cosmetic parts such as boiler casings and covers
- 6.9. Faults caused due to the fabric of the building, for example pipes in walls bursting due to subsidence
- 6.10. Any defects caused due to malicious actions, misuse or third party interference.
- 6.11. Any defect caused by; fire, flood, lightning, explosion, storm, frost, terrorism, impact of any other extraneous cause.

7. Breaking of Appointments

- 7.1. Customers that have arranged a breakdown callout or annual service are given a 3 hour slot, if the engineer attends and the customer is not available a rebooking amount of £50 is charged to re-attend.
- 7.2. Customers must give 24 hours notice to change an appointment date/time.

8. Use of Subcontractors

8.1. Gas Smart Home Services Ltd reserve the right to use subcontractors to carry out any breakdowns or annual services. All subcontractors will be Gas Safe registered and vetted by us for suitability

9. Provision of Spare Parts

- 9.1. Gas Smart Home Services Ltd will endeavour to obtain parts as soon as possible. However in some circumstances parts may not be available next day.
- 9.2. Gas Smart Home Services will not be held responsible for delays in the provision of parts from suppliers or delivery firms
- 9.3. All parts fitted will be of the highest quality, no sub standard parts will be fitted

10. Period, Renewal and Payment of Contract

- 10.1. This contract is valid for a period of 1 year (12 months) from the date on which the contract is signed
- 10.2. The contract will be automatically renewed year on year unless instructed by the customer to cancel. The customer must give notice no later than 14 days before the renewal date
- 10.3. Advance notice of renewal will be sent before the renewal date via email or post
- 10.4. Gas Smart Home Services Ltd reserves the right to cancel the renewal of any contract without giving a reason.
- 10.5. Payment for the contract can be made in full in advance or via monthly Direct Debit
- 10.6. In the event of non payment of the DD cover will be suspended until the account is brought up to date.
- 10.7. A late payment fee of £10 is charged is a customer missed 2 consecutive months payments.
- 10.8. The contract is cancelled in the customer misses 3 consecutive payments without contacting Gas Smart Home Services Ltd.

11. Change of Ownership

- 11.1. If the ownership of the property in which the central heating system changes, the new homeowner will benefit from the cover for as long as the old owner has paid for. The contract will not be automatically renewed.
- 11.2. The new homeowner can take over the cover mid way through the contract as long as both parties agree and the DD is changed.

12. Termination of Contract

- 12.1. Gas Smart Home Services Ltd reserves the right to cancel any policy at any time if a customer is found to have broken any terms in these conditions.
- 12.2. Customers who terminate the contract mid way through will not be entitled to any refund, partial or in full.
- 12.3. Customers who wish to terminate the contract must give 30 days notice.
- 12.4. Gas Smart Home Services Ltd reserve the right to cancel the contract on request or delay cancellation for the 30 days notice period.
- 12.5. Payment is required during the notice period and cover will still be offered until the cancellation date.

13. Certificates

- 13.1. All certificates will be held electronically by Gas Smart Home Services Ltd
- 13.2. Customers can request copies of any certificate at any time via email without charge.
- 13.3. Customers can request a hard copy of any certificate subject to a printing and postage charge of £5.
- 13.4. Gas Safety certificates required by landlords are charged at £25 at the time of annual service for customers who are on the Silver or Gold Plan. Platinum plan customers get a free landlord certificate included in the maintenance contract.

14. Cooling off Period

14.1. Customers are entitled to a full refund within 14 days of signing the contract. Any breakdowns within this cooling off period will be charged at the full amount in the event of cancellation.

Emergency Breakdown Contact Number

01530 54 247 1







