

# Terms & Conditions

## Gas boilers, Central Heating and Powerflushing is our speciality

We aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or concerns about your agreement, please contact us on 02392990114

### Definitions

Wherever the following words and phrases appear in these Terms & Conditions, they will have the following meaning: "Home means your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas, including your gardens, lawn, outbuildings, borders and driveways.

### What your agreement includes:

One Annual Service in every year of your agreement for Service + 1 Star, 2 Star and 3 Star. Please read the sections called 'Annual Service and Initial Inspection' for full details. No limit to the number of call-outs to carry out work included in your agreement. Priority service. Getting to your system (where shown). Advice about your system from our engineers, during your visit.

## 1. What is included:

### 1.1 Service + 3 Star

This service is for maintaining and repairing a single boiler and wet (using water) or warm-air gas central heating system (or an electric/ solar system if we installed it) in your home.

The service includes:

- An Annual Service of your boiler and system (except electric boilers and parts of the system that aren't easy to get to). Please read the section 'Annual Service and Initial Inspection' for full details. A service on your unvented cylinder if you pay the additional cover charge.
  - Warm air vents. For warm air units only.
  - All necessary Powerflush work after your initial Powerflush (which we charge you for). See the 'Powerflush' section in this leaflet.
    - 'Parts and Labour' (as per your agreement) if your system breaks or needs repair. There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available and we have approved it on your initial inspection.
    - 24hr callout service (as per your agreement) ,
  - All heating pipework, radiators, cylinders and tanks (extra charges for thermal stores and unvented hot water cylinders)
- In the event of an uneconomical repair we will offer a voucher which can be redeemed against the cost of the repair or a replacement boiler with Gas-Fix

Your Boiler:

If we decide a repair is considered to be impossible or uneconomical, we will give an allowance against the cost of any new boiler which is supplied and installed by us as follows:

Age of existing boiler (yrs) Allowance (%)

0-3 yrs, 100%

3-8 yrs, 50%

Over 8 yrs, 0%

If it is not possible to repair it or you choose to replace it at any time (however old it is), as a Service plus customer customer, you are entitled to a discount on the cost of installing a boiler if we replace it (shown above)

### 1.2 Service + 3 Star Warranty

This service is the same as Service + 3 Star, except that the 'Parts and Labour' (as per your agreement) are for the system only, the boiler should be covered by a manufactures warranty and we will advised when the manufacture is required for a repair to the boiler. The only work carried out on the boiler by Gas-Fix is the annual service

### 1.3 Service + 2 Star

This service is the same as Service + 3 Star, except that the 'Parts and Labour' (as per your agreement) are for the boiler and plugin specific controls only

### 1.4 Service + 1 Star

This service covers your boiler service only (Excluding parts and labour for any repairs that may be required) and gives you access to our 24hr Call out (as per your agreement) on a chargeable basis

### 1.5 Service + Landlords Cover

This service covers you for a Gas Safety Certificate (CP12) as part of your service, This is for the boiler and 1x cooking appliance. If further appliances are at the property these will be charged as an extra or additional cover maybe required. This is an add-on to Service Plus 1, 2 and 3 star cover and not available on its own

### 1.6 Service + Unvented/Thermal Store Cover

This service covers you for the service of your unvented cylinder / operational check of your thermal store once a year to be conducted at the same time as your boiler service. This cover is for replacement parts only (and associated labour) and does not cover the replacement of the Cylinder or Thermal Store in the event of failure. This is an add-on to Service Plus 3 star cover only and not available on its own

### 1.7 Service + Gas Fire Cover

This service covers your gas fire for a service once a year and any parts and labour that are required in the event of a breakdown, this doesn't not include any decorative items or coals/logs/pebbles

### 1.8 Internal gas supply

This service is for repairing all gas-supply pipework inside your Home, between your meter and any appliances as long as you have Service + 3Star. You cannot buy the internal gas supply service on its own

### 1.9 Magnetic filters and scale reducers

We will repair and maintain any magnetic filters and scale reducers if you have Service +3 \* cover under your agreement. We will also clean out your magnetic system filter as part of the Annual Service.

## 2. What is not included?

- Removing sludge or hard-water scale from the boiler or system (see the 'Powerflush section).
- Replacing your boiler unless it falls into the correct criteria (see 1.1 Your Boiler).
- Repairing or replacing appliance flues that aren't part of your boiler.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
- Replacing "designer radiators" (we will replace all radiators with standard panel radiators of output or suitable size for the current location or cost of radiator against a new designer radiator)
- Solar hot water systems

- Internet enable Thermostats will be replaced like for like at a fixed price of £120 inc VAT
  - Please also see the 'General exclusions'.
  - As a guide any repair where material cost exceed £400 inc VAT could be as deemed as uneconomical to repair e.g. Main heat exchanger failure
  - Adding/Replacing Inhibitor if it is found to be required following a water quality test (normally carried out on your service visit)

### 3. General exclusions

Your agreement does not include the following:

#### 3.1 Design or existing faults

We will not include the cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement or which we could not identify on our Initial inspection or inspection of that particular system or appliance using reasonable care and skill. e.g. Pipes underfloors etc

#### 3.2 Third-party or accidental damage

We will not include the cost of repairs relating to damage caused by you or someone else.

#### 3.3 Consequential loss

We will not include loss or damage to property (including any cleaning needed) caused by the appliance, boiler or system breaking down or leaking (for example, damage to furniture caused by water leaks). If we have to dig on your property, we will fill in any holes and leave the surface level but we will not necessarily replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility.

#### 3.4 Normal insured risks

We will not include the cost of repairing faults, or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks.

#### 3.5 Other

We will not include the following:

- Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier).
- Replacing taps and washers
- Replacement of toilet fill valves and syphons
- Replacing any type of energy management system
- Repairing or replacing taps and washers in taps.
- Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, Designer Radiators, swimming pools, Swimming pool controls, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Repairing or replacing any lead or steel pipes.
- Improvements including work that is needed to bring your system up to current standards. Examples of these improvements include replacing parts such as flues or vents that do not meet current standards, (these are examples only, not a complete list). You may need to have improvements carried out before we are able to complete other repairs to your system.
- Upgrades which you may want to have carried out to improve your system. Examples of upgrades include replacing working radiators with improved models, (these are examples only, not a complete list.)
- Replacing or repairing parts that do not affect how the system or appliance works or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.
- Cash alternatives for repair or maintenance.
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement.
  - Repairing or replacing any lead, steel or central heating iron pipes (other than for internal-gas-supply customers where the gas-supply pipe from your meter to the appliance is included, Rerouting of such pipes should be the most suitable and most cost effective).
  - Repairing or replacement of you gas meter box
  - Supply temporary heating and associated costs due to appliance failure
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.
- Repairs (such as to your heat exchanger) that are required due to the build up of sludge or other debris where we have previously advised you that your system requires a Powerflush; or similar cleaning procedure and you did not have the procedure conducted in a timely manner.
- A Domestic Gas boiler shall not have a heating input greater than a 150,000 BTU's or 44 KW's

## 4. About your agreement:

### 4.1 Domestic use

Gas-Fix Service + agreements are only available for appliances used inside your home for domestic purposes.

### 4.2 Service coverage

This contact is currently only available to customer in the PO, SO & GU postcodes.

### 4.3 Period of agreement

Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or prices. The Minimum term is 12 Months Please read the section 'Minimum charges' below.

### 4.4 Start date and payment

Your agreement begins when we carry out your initial inspection and process your application. Following your first payment (usually by Direct Debit), payments for your agreement will fall due monthly. If you choose to pay by cash, cheque or credit card we may charge you a small administration fee.

### 4.5 Moving home

If you are moving home, please notify us as soon as possible about any change of address. Once we receive new address details from you for your new home we will arrange an Initial Inspection for your new home (please refer to First Service and Annual Service sections and see clause 4.2 service coverage).

### 4.6 Initial Inspection

If you choose Service + 2Star or Service + 3Star, we will inspect your gas central heating system or gas appliance (or both) to make sure they are safe and in good working order. Your Gas-Fix engineer will fill in a safety inspection checklist to show you what he or she has checked. We will normally carry out this service as soon as practical and you agreement will start once your system has passed its initial inspection. If the Inspection reveals a problem, we may:

- Tell you what work is needed and what it will cost you for that work to be done;
- Offer you an agreement from the section 'Gas services', which will not
- Include the parts causing the problem; or
  - Cancel the agreement and refund any monies that have been paid.

#### **4.7 Annual Service**

We will normally carry out the Annual Service at the same time as we carry out the Initial inspection. If we do not carry out a First Service because we have already carried out an Annual Service at the property within the last 12 months, we will normally arrange for your First Service around 12 months from the date we last serviced the system or appliance. After that, we will carry out an Annual Service around the same time each year or within an agreed month with yourselves where possible. This will depend on our workload and your preference for an appointment. As long as we can get into your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Annual Service if it is due.

#### **4.8 Gaining access to your property**

We will let you know when it is time to carry out a service. 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. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the service. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

It is the responsibility of the landlord to provide up to date contact information for the tenants and to ensure that the check is carried out when required. We require at least 2 weeks notice as a minimum to conduct the visit

#### **4.9 Cancellation**

You can cancel your agreement by either writing to us at Gas-Fix Service +, Unit 2, Blagden Farm, North Lane, Clanfield PO8 0QB or by telephoning 023 9299 0114.

We may cancel your agreement in the following circumstances:

- If we give you reasonable notice
- If you have given false information.
- If you do not make an agreed payment.
- We find something wrong at the Initial inspection; or
- We have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system.
- If we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we cancel your agreement, we will:
  - Give you a refund based on how much has been paid and for how long you have been a member of our service + agreement, Unless you have had a call out or parts fitted in that contract year
  - 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.

#### **4.10 Fair Use Policy**

Under our Fair Use Policy we may cancel or downgrade your agreement when you make inappropriate or unfair use of your agreement. The objective of the Fair Use Policy is to ensure that our services are available for fair use by all our customers.

#### **4.11 Minimum charges**

Unless you cancel your agreement as described in the 'Cancellation' section above, if you cancel your agreement, we may charge you an amount to bring your payments, in the last 12 months, up to date. This will depend on when you cancel. The minimum charge covers the costs we have had to pay in the last 12 months of your contract but which we have not yet reclaimed at the point you cancel. It includes things such as our costs of carrying out services, dealing with repairs, our organisational costs or the costs of dealing with your agreement with us (or all the above).

#### **4.12 Safety advice**

We may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading your ventilation to meet current ). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under your agreement. In this case, your agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see 'Cancellation').

#### **4.13 Labour**

One of our engineers will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work.

#### **4.14 Approved equipment**

We provide service options for appliances, energy-management systems and plastic pipes which are approved by us.

#### **4.15 Getting to your system**

We include our costs up to £400 (including VAT), for each job to get to your system (Parts and Labour), for example, pipes or wiring buried in walls or 'built-in' appliances. We do not include the cost of getting to your system (Parts and Labour) where your system is inaccessible due to a Design Fault. It is the home owners responsibility to make good after the work has been carried out.

#### **4.16 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.

#### **4.17 Our Responsibilities**

We will meet our responsibilities under your Gas-Fix Service + agreement within reasonable time unless it is impossible because of circumstances outside our control.

#### **4.18 Guarantees**

Gas-Fix guarantees all parts and labour for 12 months from date of repair. Any guarantees do not affect your legal rights under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

#### **4.19 Additional costs**

There will be an additional cost per month for 1 or more of the following situations

- More than 1 Hot Water cylinder
- More than 20 Radiators
- More than 1 Boiler running 1 system

- Unvented / Thermal Stores
- Landlords Gas Safety Certificate (CP12)

#### 4.20 24Hr Call Out

We offer a 24hr call out, 365 days a year and in the event of an urgent visit or total failure we guarantee a visit within 24hrs of your call.

#### 5. Powerflush

We use our Powerflush to clean the system to remove sludge and other waste from central heating systems. If we recommend that your system needs cleaning through with Powerflush we will charge you to undertake this work. Once it is finished, there will be no charge for any future Powerflush work that may be needed, as long as you have a magnetic filter fitted and you keep a continuous Gas-Fix Service + agreement at that property. Our engineer will also advise you what other work is needed in order to avoid future problems. We may suggest you correct any design faults that might cause the problem to return, or offer you a different Gas-Fix Service + agreement. When a repair is needed due to sludge (for example damage to pump, valves or radiators) and we have not already told you that you need to flush and clean your system with Powerflush or a similar procedure, we will attempt to carry out a repair (excluding the use of Powerflush) and will do so at no extra cost. If you have had a powerflush carried out by Gas-Fix and have had filter fitted you will be covered for all sludge related problems.

#### 6.1 Plumbing and Drainage Cover

##### What's covered

All repairs to the plumbing system on your property, for example:

- Your hot and cold water pipes between your internal stopcock up to, and including your tap connectors and garden taps and the flexible pipes to your kitchen appliances;
- Toilet siphons, isolation and ball valves
  - A replacement of parts that we can't repair.
  - Unblocking drains to restore flow
  - Repairing drains where we deem the drain to be unserviceable to restore flow
  - Repairing leaks to waste water pipes and soil and vent pipes
  - A replacement of parts that we can't repair

##### What's not covered

- your water supply pipe from the boundary of your property to your home
- Rainwater guttering and down pipes, manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes
- Cleaning and descaling your drains
- Shared drains
- Showers and their parts, shower pumps, sanitary ware, spa baths, seals and grouting
- Radiators
- Any parts that are designed to boost your mains water pressure
- Water softeners, water filters and waste disposal units and taps that deliver boiling or filtered water
- Water pipes between your home and any detached outbuildings on your property
- Swimming pools, fountains, ponds or water features, garden irrigation systems, free standing garden taps and the water pipes running to or from them
- Rainwater pipes and guttering
- Frozen pipes that need defrosting where there is no other damage
- Any water supply pipe that doesn't supply your home
- Water meters
- Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home
- Repair and/or maintenance of devices fitted to your plumbing system that are designed to assist in the detection of leaks

#### 6.2 Electrical Cover

##### What's covered

- All repairs to the mains electrical system and wiring on your property, for example: the fuse box, light fittings, switches, sockets, isolation switches and your immersion heater timer switch;
- extractor fans up to 15cm in diameter;
- doorbells and smoke alarms that are connected to the wiring;
- Outside lighting as long as it's fixed to your home or outbuildings and fitted less than ten metres above ground
- A replacement of parts that we can't repair

##### What's not covered

- Electrical appliances, burglar alarms and camera systems
- Showers and their parts, shower pumps, cooker extractor hoods, storage and panel heaters, underfloor heating, swimming pools, controls, pumps, detectors, timers and programmers, electrical plugs, and solar panels and their inverters
- The electricity supply cable up to the fuse box
- The fuse box or mains isolation switch if fitted
- Power cables between your home and any detached outbuildings, outdoor fittings or appliances on your property
- Electricians in your outbuildings if the supply is connected to a separate electricity meter than to your home
- Rubber or lead covered cables
- Complete system rewire
- Outside lighting not fixed to your home or outbuildings

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