

Special Conditions

These Special Conditions should be read in conjunction with our General Terms and Conditions, which are available from our office upon request.

OUR SERVICES

In return for payment by you of the annual maintenance charge (which in the first 12 month period [a year] will be set in our acknowledgement of order) (the "Maintenance Charge") we will provide our Services to you in accordance with the level of Service acknowledgement of order. Please note that we may, at our discretion, change the Level of Service provided, although if we do so you may give us 14 days' written notice to terminate the Contract at the end of the year.

Under Premier Care Plan 3 we will also provide for our Services in relation to the equipment connects to the Appliance and contained within the building in which the Appliance is installed which together provide space heating, hot water and temperature control (the "Central Heating System"). Please note that this does not include the means on conveying hot water from the Appliance or hot water cylinder to the hot water taps, or ancillary installations such machines, processing paint, or similar installations.

THE ANNUAL SERVICE

For all Levels of Service we will once during each Year, carry out the following Annual Service in relation to the Appliance or the Central Heating System (where relevant):

- check that the gas-carrying components and gas controlling devices of the Appliance or the Central Heating System (where relevant) are operating satisfactorily and, if we consider it necessary, clean and adjust them,
- inspect the burners and flue-ways of the combustion chambers and heat exchanger of the Appliance or the Central Heating System (where relevant) and clean them where necessary.

If you are entitled to the Premier Care Plan 3 we will, in addition to carrying out the Annual Service, check that the Central Heating System is (in our reasonable opinion) operating correctly and adjust or repair such parts, as we deem necessary.

We will let you know of the exact time and date when we will carry out the Annual Service. We promise will carry out the Annual Service in the second and each subsequent Year within 6 weeks of the date upon which we carried out the Annual Service in the previous year.

We can carry out the Annual Service outside our normal working hours, but if we do so you will have to pay us an additional charge (calculated on a time and material basis).

BREAKDOWN OR FAILURE

For all levels of Service, we will visit you within a reasonable time (normally 24 hours of you notifying us that the Appliance or Central Heating System has broken down or failed, and (subject to the remainder of these Special Conditions) we will make any repairs and adjustments to and replace any parts of the Appliance or Central Heating System as may be necessary to restore the Appliance or Central Heating System to its proper operating system. Please note that we cannot be held for any delay in provision of replacement parts by our suppliers.

If part or parts of the Appliance or Central Heating System become (in our reasonable opinion) obsolete, unobtainable or beyond economical repair we may:

- if they are available, supply and fit adequate replacement parts which are not the same as the parts replaced; or
- if no adequate parts are available, notify you and we shall be under no further obligation to maintain, make good, repair, replace or otherwise provide any of the Services in respect of the Appliance or Central Heating system (or such part of it as is affected by the lack of replacement parts). If this happens we will refund you an amount, which we deem to be an appropriate proportion of the Maintenance Charge to reflect the fact that the Appliance or Central Heating System (or part of it) is no longer being supported by us.

If you are entitled to the Premier Care Plan 1 Service, all parts and labour supplied in providing the Breakdown or Failure Service will be payable by you in addition to the Maintenance Charge. If you are entitled to the Premier Care Plan 2 level of service (subject to the other provisions of the contract (only the parts supplied in providing the Breakdown or Failure service will be payable by you in addition to the Maintenance Charge. We will seek your prior approval where the parts of any parts and labour exceeds £500 plus VAT (or such other limit as we notify to you in the future). If you are entitled to the Premier Care Plan level 3 of Service (subject to the other provisions of the Contract) parts and labour are included in the Maintenance charge.

We reserve the right not to use and may refuse to accept any replacement parts supplies by any third party.

CONDITION OF THE APPLIANCE OR THE SYSTEM

We will not accept responsibility for, or be liable to provide the Services if they are required as a result of, any inadequacy attributable to the original design or installation of the Appliance or The Central Heating System. We make no warranty as to the fitness purpose or condition of the Appliance or Central Heating System as at the start of the Contract and we shall not be under any obligation to put the Appliance or Central Heating System into any better condition than it was in prior to the start of the Contract.

We reserve the right to carry out an initial inspection of any Appliance, gas pipe work or the Central Heating System and carry out any tests deemed necessary at your expense prior to the commencement of the provision of the Services and make recommendations as to remedial work which must be completed (also at your expense) before we provide any of the Services under the contract. If you fail to carry out any such remedial work we may reduce the Level of Service being provided or give 7 days' notice to terminate the Contract.

Where an initial inspection has not been carried out by us, and on the occasion of our first visit to you to provide any of the Services that any of the Appliances as part of the Central Heating System is not up to a suitable standard or has not been installed in accordance with current regulations and codes of practice we may reduce the Level of Service being provided or give you 7 days' notice to terminate the Contract.

Where the Level of Service being provided is reduced or then Contract is terminated we will refund you an amount, which we deem to be an appropriate proportion of the Maintenance Charge.

ALTERATION OF THE APPLIANCE OR THE CENTRAL HEATING SYSTEM

If during the period of the Contract you wish to alter or extend the Appliance or Central Heating System or if the Application or Central Heating System is to be worked on by only person other than one of our technicians you shall give 2 weeks' prior notice to us and we may either:

- agree that the Contract shall apply to the Appliance or Central Heating System (as the case may be) as alters or extended; or
- terminate the Contract forthwith whereupon we will refund you an amount which we deem to be an appropriate proportion of the Maintenance Charges to reflect that termination.

If the Appliance or the Central Heating System is altered or extended without our prior agreement the Contract will automatically terminate.

EXCLUSIONS

The services do not include any of the following (and if any such work is carried out by us you may be liable to pay us an additional charge for that work) other than as may be required by law:

- turning off or lighting up the Appliance or Central Heating System and adjustment to time switches, controls, etc., unless such work is required as a result of a fault with an unrelated part of the Appliance or Central Heating System;
- the replacement of decorative parts, trim or cases;
- any work caused by or arising out of the failure by you to comply with the instructions or recommendations of either us or the manufacturer or the installer of the Appliance or Central Heating System, or your failure to take reasonable precautions to protect or minimise damage to the Appliance or Central Heating System when it breaks down or fails;
- any work required as a result of wilful damage;
- any work required as a result of any fault or failure of the electrical system within the premises at which the Appliance or Central Heating System is installed (e.g. under wood or solid floors etc);
- making good any damage resulting from fire, flood, lightning, explosion, storm, tempest, frost, any other natural hazards, act of terrorism, war or civil disorder;
- any damaged caused by our negligence;
- any work required to the building, or the fixtures, decorations, furniture or fittings of the building, in which the Appliance or Central Heating System is situated arising out of any case whatsoever other than the negligent or wrongful act of us on our employers and agents;

Special Conditions continued

- any work on compensators, optimisers, microprocessor based system controls and time clocks with battery failure;
- any overhaul of circulation pumps and ventilation fans, unless such work is required as a result of a fault with an unrelated part of the Appliance or Central Heating System;
- any work required to be carried out to secondary circulation pumps, mechanical flues, pressurisation units and associated controls, the electrical supply up to the isolation switch of the Appliance or the internal gas installation pipes up to the Appliance isolation cock;
- repair or replacement of heat exchangers, mechanical flues, and cold water supply tanks, unless the tank's sole purpose is to serve an expansion tank;
- gas soundness testing or safety certification
- any work required as a result of the faulty installation of the Appliance or Central Heating System, whenever such fault is discovered by us;
- carrying out any examination required in order to comply with the Pressure Systems and Transporter Gas container Regulations 1989;
- any maintenance of the Appliance or Central Heating System which is necessitated as a result of any case other than fair wear and tear or our neglect or fault;
- any further exclusions specifies in our acknowledgement of order.

Sacrificial anodes contained in water heaters are only inspected as part of the Annual Service provided the anode can be removed in accordance with the manufacturer's instruction. Our technician will inform you if any extra work is required to remove the sacrificial anode. This extra work will be the subject of an additional charge. If the sacrificial anodes could not be inspected during the latest Annual Service and the heat exchanger subsequently requires replacement you will be liable to pay an additional charge for the replacement. Should the sacrificial anode require replacing this will be the subject of an additional charge.

Gas dryer Appliances are covered under the Premier Care Plan 1 Level of Service but not under the Levels of Service. This will only carry the gas carrying parts. Drums, electric motors, drive belts etc. are not covered.

YOUR OBLIGATIONS

For the duration of the Contract you must:

- ensure that proper environmental conditions are maintained for the Appliances or Control Heating System and will maintain in good condition the accommodation of the Appliances or Central Heating System, the cables and fittings associated with them and any electricity supply to them;
- not make any modification to the Appliance or Central Heating System otherwise than in accordance with these obligations;
- keep the Appliance or Central Heating System in a proper and prudent manner in accordance with the manufacturer's operating instructions;
- ensure that the external surfaces of the Appliances or Central Heating System are kept clean in good condition and will carry out any minor maintenance recommended by the manufacturer or installer from time to time;
- except as mentioned elsewhere in the contract, not attempt to adjust, repair or maintain the Appliances or Central Heating System and not request, permit or authorise other than us to carry out any adjustments, repairs, or maintenance of the Appliances or Central Heating System;
- To not use in conjunction with the Appliance or Central Heating System any accessory, attachment or additional equipment other than that which has been supplied by or approved by in writing by us;
- upon reasonable notice, provide us with full and safe access to the Appliances or Central Heating System for the purposes of the Contract;
- provide adequate working space around the Appliances and Central Heating System for the use of our personal and make available such reasonable facilities as may be requested from time to time by us for the storage and safe keeping of test equipment and spare parts;
- ensure in the interests of health and safety that our personal, while on your premises for these purposes, at all times have access to a member of your staff familiar with your premises and safety procedures;
- promptly notify us if the Appliances or Central Heating System need maintenance or are not operating correctly;
- make available to us free of charge all facilities and reasonably required by us to enable us to perform the services.

PREMIER CARE PLAN

The Premier Care Plan ensures compliance with the Gas Safety (Installation and Use) Regulations 1998 ("The Regulations") The Service includes: a gas installation tightness

test; an inspection of exposed pipe work; a safety check of all Appliances covered under the Premier Care Plan; and the completion of an inspection report noting any defects ("The Report")

The Report is based on the application of the Regulations. The Report is intended solely to indicate the extent of which, if at all, the installation complies with the Regulations and as a guide for updating installations to meet with current Codes of Practice and safety requirements.

For each property that we deem suitable for Premier Care Plan Premier, we will:

- carry out a soundness test on the installation pipe work in accordance with the Regulations; inspect the meter installation, and inspect any exposed pipe work to verify that it is in a safe condition, correctly installed and labelled;
- safety check all gas Appliances in the premises;
- carry out a flue flow test, spillage test and continuity check on those open flues appliances subject to the Premier Care Plan. Remove open flue gas fires and clear the catchments space of any debris;
- carry out a combustion test on each appliance subject to the Premier Care Plan; and
- complete the "Landlords Gas Safety Record" (for landlords) or the "Premier Gas Safety Record" (for all other organisations/businesses).

Any faults or remedial work will be recorded on the Report, which will be left with you. Any unsafe situations will be dealt with in accordance with our operational procedures.

The Premier Care Plan is likely to be suitable for most domestic premises. In each case where Premier Care Plan is requested by you, one of our technicians will conduct a free survey of the premises to see whether the Premier Care Plan Service is suitable for you ("site survey"), Where the installations and/or premises is deemed by our technician to be outside the scope of the Premier Care Plan Service:

- the technician will advise you of this position as soon as practicable;
- we will, where you have already paid for the Premier Care Plan Premier Service, refund you full in within 28 days for the amount paid for the Premier Care Plan Service, and
- the technician will provide an estimate of costs to you for us to provide as a level of service equivalent to the Premier Care Plan Service.

In each case we reserve the right to decide whether an installation and/or premises is suitable for the Premier Care Plan Option and such decision will be final and binding.

PAYMENT

We will send you a renewal notice and invoice for the Maintenance Charge before the start of each Year and you will have at least 30 days from when you receive the renewal notice to make payment.

We will notify you of the Maintenance Charge for the future Years at least four weeks before the start of the Year. This notification will also include details of any changes to the Level of Service.

You must make total payment of the Maintenance Charge and any VAT in cleared funds in advanced. If we agree that you can pay the Maintenance Charge instalments you must each pay instalment when due, otherwise you will have to pay all the remaining instalments immediately.

DURATION OF THE CONTRACT

The contract will, subject to our General Terms and Conditions, continue unless or until terminated. Either party may at any time give you the other 28 days written notice to terminate the Contract at the end of the year.

CHANGES OF OWNERSHIP

If then ownership of the Appliance or Central Heating System changes the new owner shall have the benefit of the Contract for the remainder of that Year provided that the new owner shall have first signed and returned to us a letter, in a form approved by us, accepting our General Terms and Conditions and these Special Conditions and agreeing to pay any payment that has or may become payable under the Contract.