

Terms and Conditions for Careplan ('standard conditions')



GOS Heating Limited cares about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our **standard conditions**, we want to point out that GOS Heating Limited is the data controller of your personal data. During our relationship with business customers, we may collect and use personal data. This can include personal data about yourself, your employees, workers, contractors, agents, clients, tenants or customers. Although the Privacy Notice does not form part of the agreement between you and GOS Heating Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights.

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It is important you read these **standard conditions** carefully, together with your **welcome pack** as this confirms the **products** and **agreement** you hold with us.

If anything is not correct in your **welcome pack**, please call us on 01772 734966 and we will send you the latest version.

This **agreement** is between **GOS Heating Limited** ('**GOS Heating**', 'we' or 'us') and you, our customer ('you'). We will assume that any person contacting us in relation to the **agreement** is duly authorised to act on your behalf unless you notify us in writing otherwise.

1 Understanding these standard conditions

In these **standard conditions**, when the following words are shown in bold they have the meanings shown below:

| | |
|--------------------------------------|--|
| Agreement | all of the products you have with us |
| Appliance | the mains gas appliance (such as a boiler) that is listed in your welcome pack and that a product applies to |
| Annual service | a check each year to ensure your appliance is safe and working properly. You can find more details in section 4 (Visiting you) |
| Approved list | an appliance or system that we can repair or parts that can be replaced |
| GOS Heating | GOS Heating Limited with Company number 03259068 with registered office: 216 Strand Road, Preston PR1 8UJ |
| GOS Heating Powerflush | a process where we remove sludge from your appliance or system |
| Consumer | as defined in the Consumer Rights Act 2015 |
| First service | where we may visit you after you first take out a product and confirm whether it can be included within your agreement . For the avoidance of doubt it will include an annual service (where possible). You can find more details in the section 4 (Visiting you) |
| Gas appliance record | this provides a summary of your annual service or first service . For the avoidance of doubt it is not the same as a premier gas safety record or a landlord gas safety record |
| Landlord | as defined by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 |
| Landlord gas safety record | a gas safety record as required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998. Also known as 'CP12' |
| Period of agreement | as defined in clause 3.3 |
| Premises | the address you have specified for where the system or appliance is located |
| Products | the service plan for a certain appliance or system . You can find more information in the section 2 (Our products) |
| Repair(s)/Repairing/Repaired | where we fix your appliance or system following a fault or individual breakdown. For the avoidance of doubt, a repair does not include any of the general exclusions at section 6 |
| Replacement/Replace/Replacing | where we replace part of your appliance or system with a GOS Heating approved standard alternative. We'll provide similar functionality but not necessarily an identical make and model or type of fitting. For the avoidance of doubt, a replacement does not include any of the general exclusions at section 6 and will not include the replacement of the whole appliance or system |
| Sludge | the natural build-up of deposits in your appliance or system , as your pipes corrode over time |

Suspend/Suspense/Suspended

means your **agreement** will still be active on our **system** and you will still be paying for your **agreement** but we are not obliged to carry out any further work until the issue that placed your **agreement** into **suspense** is resolved

System

the wet heating **system** that is listed in your **welcome pack** and that a **product** applies to. A **system** generally comprises of an **appliance**, pump, radiator and valves, hot water cylinder and expansion tank (where fitted), motorised valve(s), room thermostat(s) and programmer/timer, together with the primary **system** composed of pipework and wiring (but excluding cold water supply pipes, hot water taps/thermostatic mixing valves and any pipework associated with these)

Upgrades

improvements that make your **appliance** or **system** safer or more efficient

Welcome pack

The document(s) that shows the **products** you have with us, the **period of agreement** and how much is left to pay

Any words following the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to 'in writing' or 'written' includes faxes and e-mails.

A reference to a statute, regulation or statutory/regulatory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 Our products

The tables below show the features that are included in each **product**. You should also refer to section 3 (General conditions) and section 6 (General exclusions).

| Careplan cover type | Annual service | Appliance safety check | THE APPLIANCE | | THE SYSTEM | | Cover for out of hours calls |
|---------------------|----------------|------------------------|---------------|-------------|--------------|-------------|------------------------------|
| | | | Labour cover | Parts cover | Labour cover | Parts cover | |
| Careplan 1 | ✓ | ✓ | X | X | X | X | X |
| Careplan 2 | ✓ | ✓ | ✓ | X | X | X | ✓ |
| Careplan 2s | ✓ | ✓ | ✓ | X | ✓ | X | ✓ |
| Careplan 3 | ✓ | ✓ | ✓ | ✓ | X | X | ✓ |
| Careplan 3s | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |

All our products include:

a 12 month guarantee on the work we carry out (see 5.8 for more information)

a 24/7 customer helpline.

Careplan 1

What's included:

- ✓ an **annual service** for that **appliance**. If our engineer finds that the **appliance** isn't fit to be used, you've provided the wrong information or it is not on our **approved list**, you'll still need to pay for their visit;
- ✓ a gas appliance record; and
- ✓ favourable labour rates for any additional works you would like us to undertake.

What's not included:

- ✗ any **repairs** or **replacements**;
- ✗ a first service;
- ✗ a landlord gas safety record;
- ✗ any of the exclusions listed in section 6; or
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **gas appliance record** of this fact (there will be an additional charge).

Careplan 2

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ unlimited number of call outs;
- ✓ any labour charges where the **appliance** needs a **repair** or **replacement**; and
- ✓ any labour charges to fit parts we supply to the **appliance**

What's not included:

- ✗ any **repairs** or **replacements** that relate to pre-existing faults or which occur within the first fourteen days of you taking out the **product**;
- ✗ a **landlord gas safety record**;
- ✗ costs of any parts/materials required for the **repair** or **replacement** of the **appliance**;
- ✗ any labour or part/material charges where the system needs a **repair** or **replacement**;
- ✗ any of the exclusions listed in section 6;
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **gas appliance record** of this fact (there will be an additional charge); or
- ✗ replacement of the whole of your **appliance** or **system**.

Careplan 2s

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ a gas appliance record; unlimited number of call outs;
- ✓ any labour charges where the **appliance** or **system** needs a **repair** or **replacement**; and
- ✓ any labour charges to fit your own part to the **appliance** or **system** that has been sourced by you (as long as we approve that part).

What's not included:

- ✗ any **repairs** or **replacements** that relate to pre-existing faults or which occur within the first seven days of you taking out the **product**
- ✗ a **landlord gas safety record**;
- ✗ costs of any parts/materials required for the **repair** or **replacement** of the **appliance** or **system**;
- ✗ any of the exclusions listed in section 6;
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **gas appliance record** of this fact (there will be an additional charge); and
- ✗ replacement of the whole of your **appliance** or **system**.

Careplan 3

What's included:

- ✓ an **annual service** for that **appliance**;
- ✓ a **gas appliance record**;
- ✓ unlimited number of call outs;
- and
- ✓ any labour or part/material charges where the **appliance** needs a **repair** or **replacement**.

What's not included:

- ✗ any **repairs** or **replacements** that relate to pre-existing faults or which occur within the first seven days of you taking out the **product**;
- ✗ a **landlord gas safety record**;
- ✗ any labour or parts/materials charges required for the **repair** or **replacement** of the system; any of the exclusions listed in section 6;
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **gas appliance record** of this fact (there will be an additional charge); or
- ✗ replacement of the whole of your **appliance** or **system**.

What's included:

- ✓ an **annual service** for that **appliance**;
 - ✓ a **gas appliance record**;
 - ✓ unlimited number of call outs;
- and
- ✓ any labour or part/material charges where the **appliance** or **system** needs a **repair** or **replacement**.

What's not included:

- ✗ any **repairs** or **replacements** that relate to pre-existing faults or which occur within the first seven days of you taking out the **product**;
- ✗ a **landlord gas safety record**;
- ✗ any of the exclusions listed in section 6;
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **gas appliance record** of this fact (there will be an additional charge); or replacement of the whole of your **appliance** or **system**.

Landlord Gas Safety Record (CP12)

If you are a **landlord**, it's a legal requirement to have a valid gas safety check every 12 months for the gas installation pipework, flues and any gas **appliance(s)** on your **premises** that you rent.

To issue a **landlord gas safety record** each **appliance** and gas installation pipework needs to be checked at the **premises**. If we are not able to complete a check on any **appliance** or part of the gas installation pipework, we will advise you of this.

We can issue a copy of the **landlord gas safety record** to you and also your tenant.

What's included:

- ✓ a safety inspection on the **appliance(s)** and gas installation pipework at the **premises**;
- ✓ the **landlord gas safety record** will include details of the gas installation pipework and all **landlord's appliances** checked by us;
- ✓ if your **product** also includes an **annual service** you will receive your **landlord gas safety record** at the same time as your **annual service**; and
- ✓ we will still issue a **landlord gas safety record** where we discover that any part of our inspection (including your **appliance** or gas installation pipework) fails. We will include the details of the faults found and any remedial action (including disconnecting the **appliance**).

What's not included:

- ✗ any **repairs** or **replacements**;
- ✗ an **annual service**;
- ✗ any of the exclusions listed in section 6;
- ✗ any **repairs** or remedial actions recommended by us in the **landlord gas safety record**;
- ✗ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **landlord gas safety record** of this fact (there will be an additional charge);
- ✗ **repair** or **replacement** of your gas pipework installation; or
- ✗ if you have already received a **first service** or **annual service** as part of your **product** and you request a **landlord gas safety record** afterwards, we will charge an extra amount for carrying out **landlord gas safety record** (we will let you know what this is).

3 General conditions – your agreement

English law

3.1 Your **agreement** is bound by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

English language

3.2 Everything we write to you, including **standard conditions**, will be in English.

Period of agreement and renewals

3.3 The period of your **agreement** is the day we accept your application (the '**agreement start date**') and will run for an initial period of 12 months following which, unless terminated by you (at any time), it will be automatically renewed every 12 months and continue until terminated by you or us ('**period of agreement**').

3.4 We will write to you before your **agreement** is due for renewal to let you know if any of your **products** or prices are changing.

3.6 If you do not want to renew this **agreement**, all you need to do is call us any time prior to renewal to let us know.

Prices and price changes

3.7 Your **welcome pack** shows the amount left to pay for each **appliance** and **system** you advised us of. All amounts are exclusive of VAT unless expressly stated otherwise. The price will not include any additional services that you may require which are excluded from your **agreement**.

3.8 Your **agreement** price will not change during your **agreement** unless:

3.8.1 the Government chooses to make a change in the relevant tax rate;

3.8.2 if upon the **first service** or at the **annual service**, we identify that the **appliance** or **system** is different from the one that we have on your **welcome pack**;

3.8.3 you request to add or change the **products** within your **agreement**;

3.8.4 we are required to change your **agreement** (including upgrading or downgrading your **agreement**) as a result of the **appliance** or **system** no longer (in our discretion) being suitable for a particular **product**; or

3.8.5 you agree to additional services that are not part of your agreement; then we may apply a different agreement price.

3.9 We review our pricing annually and you will be informed of any changes from time to time and at renewal.

Payments

3.10 You can pay for your agreement yearly by cheque, debit or credit card or BACS. All payments will include the relevant taxes at the relevant rates.

3.11 When you make a payment, we will decide how we apply it against any part of your outstanding balance. For example, we may pay the oldest amounts you owe us first even if you have told us that the payment relates to another amount you owe us. If you cancel our agreement, or any bill is two months' overdue, we may use any money we owe you, or any security deposit you have paid, to pay off what you owe under this or any other arrangement.

- 3.12 Where we issue an invoice, all charges shall be paid by the earlier of (a) 28 days after the date of our invoice or (b) the date specified in our invoice. If you fail to make any payment by the due date on any invoice, we may charge:
- 3.12.1 fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013);
 - 3.12.2 any other reasonable costs of recovery; and
 - 3.12.3 interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the invoice was due.
- 3.13 We may offset any credit balances to overdue debit balances and if you do not pay your debt, we may transfer your debt to another organisation such as a debt collection agency which will include giving them details about you and your debt.
- 3.14 If you disagree with the amount we have charged, you must pay us either 75% of the full amount shown on the bill or the undisputed amount (whichever is higher) by the date you are due to pay us, and you will continue to pay any future bills we send you.
- 3.15 If we have concerns about your credit standing or we reasonably believe that you may not be able to pay any of your invoices on time, and in full, we will contact you to discuss this. If we remain concerned we may, at any time:
- 3.15.1 ask you to pay the full amount or a part of the amount upfront that you owe us;
 - 3.15.2 ask you to pay in a different way
 - 3.15.3 ask you to pay us a security deposit or to increase any security deposit that we already hold on your behalf;
 - 3.15.4 ask you to arrange a guarantee in the form we request from your parent company or from one or more directors, shareholders, or members, confirming that they will be responsible for any amounts due under this **agreement**;
 - 3.15.5 ask you for any other form of security; or
 - 3.15.6 ask you to pay the remaining amount of the quoted price in full.
- 3.16 We will have the right to suspend, request you pay the remaining amount in full and/or cancel your agreement if we remain concerned about your credit standing and/or you have failed to make any due payments to us and/or until payment is made.

Your appliance or system

- 3.17 The agreement is only for the appliance(s) and/or system(s) located inside your premises and as set out in your welcome pack.
- 3.18 If your appliance or system is covered under a third-party warranty, it's your responsibility to make sure that work we do doesn't affect that warranty.
- 3.19 If you change an appliance or system, you need to tell us the make and model of the new one, so that we can check that we can provide the same product. If it's not the same, we may need to cancel or amend your product. If you require another annual service for that year or we need to do a first service on your new appliance or system you may incur additional costs.

Changing your address

- 3.20 If you move to a new **premises**, you need to tell us as soon as possible. We may start a new **agreement**, transfer your current **agreement** to your new address or cancel your **agreement**.
- 3.21 Where we transfer your agreement, we will require another first service (which we may charge an additional fee for). If you have already received your annual service and you require another one for that year it will incur an additional cost. Where we ask you to cancel the agreement, we may require you to pay cancellation charges as set out in section 9.

Where we can provide the service

3.22 We generally provide our products across the North West of England but there are some remote areas that are excluded. If this affects you, we will advise you when we process your application or during your agreement.

Our remedy and liability

3.23 If we determine that repair and replacement is not economically or technically feasible or effective, then we may, at our sole discretion, offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective services.

3.24 This clause, together with the warranty, sets out your sole and exclusive remedy against us for any defects, howsoever caused, and for any loss, damage or expense caused by or relating to any defect.

3.25 In the first instance, we reserve the right, at our sole option, to repair or replace any defective items or part of our services. Any parts removed will automatically become our property.

3.26 Our liability to you in respect of all claims arising out of or in connection with your agreement (including as a result of breach of contract, negligence or any other tort, under statute or howsoever caused) will be limited to the total annual price of your agreement for the year the claim arises.

3.27 We accept no liability for any defect (or for its repair) which is caused directly or indirectly by your negligence or the negligence of any third party.

3.28 Under your **agreement**, we will not be liable for:

3.28.1 any loss (whether direct or indirect) of profits, revenue, use, business, goodwill or business opportunity howsoever caused;

3.28.2 any loss as a result of a delay providing the **products** to you;

3.28.3 any loss (whether direct or indirect) of data; or

3.28.4 any indirect, special or consequential loss or damage in each case arising out of or in connection with your **agreement** (whether the claim is brought for breach of contract, negligence or any other tort, under statute or otherwise howsoever caused).

3.29 Nothing in this clause or this **agreement** will limit our liability for:

3.29.1 death or personal injury resulting from our negligence;

3.29.2 fraud or fraudulent misrepresentation; or

3.29.3 any other matter in respect of which liability cannot by applicable law be limited.

Variation

3.30 We reserve the right to make changes to the terms of this agreement from time to time. Where we do so, we will write to you to explain the changes and notify you when such changes will take effect. You can always cancel your agreement if you are not happy with the changes – see section 9 (Cancelling your agreement) for more information.

Entire agreement

3.31 These standard conditions contain all the terms which we have agreed with you in relation to the products and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or verbal, relating to its subject matter.

3.32 You acknowledge that you have not relied upon any warranty, representation, welcome pack or understanding made or given by or on behalf of us which is not set out in these standard conditions and you agree that you shall have no claim in respect of the same.

3.33 You agree that you shall not claim for innocent or negligent misrepresentation or misstatement based on any statement in these standard conditions.

- 3.34 You acknowledge that no waiver, alteration or modification to these standard conditions shall be valid unless made in writing and signed by us.
- 3.35 Nothing in these standard conditions will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

No waiver

- 3.36 If you breach any part of these standard conditions and we do not respond right away, that does not necessarily mean we will not do anything about it later on. For example, if we do not immediately ask you for money that you owe us, it will not stop us from asking for it later on.

4 Visiting you

Appointments

- 4.1 We will offer you an all-day appointment time between 8am-5pm (Monday to Friday, excluding bank holidays) unless we advise you otherwise. We cannot guarantee an appointment for the same day. Out of hours appointments may be possible, subject to availability and payment of an additional charge.

First service

- 4.2 If you are eligible for a first service, this will usually be within 42 days of your agreement start date or within 42 days if you have changed your address or appliance or system. The date of your first service will be subject to engineer availability and we may re-schedule your first service to fit in with our scheduling.
- 4.3 If we've already carried out a first service or an annual service at the premises in the last 12 months, we won't carry out another one – even if you've just moved in.
- 4.4 Your first service will count as an annual service for that year (where possible). If we've installed a new appliance for you, you may not need a first service and you will receive an annual service in your first year instead.
- 4.5 If you request your first service to be later than what we've scheduled ('postponed first service') and you contact us for a repair prior to the date of the postponed first service, you agree that we do not have to carry out the repair where we believe upon inspection (during your repair appointment) that the appliance or system would have failed the first service or is not suitable as set out in this clause and we can cancel this agreement as set out in section 9.
- 4.6 At the first service our engineer will check that all the information you have provided to date is correct, your appliance or system is on our approved list or your appliance or system is manufactured to approved safety standards, it is the appliance or system on your welcome pack, the appliance or system is aligned to a suitable product (at our sole discretion) and your appliance or system (as applicable) does not have any pre-existing faults and is in good working order.
- 4.7 Examples of where we believe the appliance or system is not suitable for the level of product you have chosen include:
- 4.7.1 if parts are unavailable from our preferred suppliers;
 - 4.7.2 if there are design faults which can cause frequent problems, for example, undersized pipework; or
 - 4.7.3 if the **appliance** or **system** was not installed in accordance with the manufacturer's instructions or not installed to a recognised standard.
- 4.8 During your first service, if we find your appliance or system is not on the approved list, is not manufactured to approved safety standards, is not suitable for that product, has a pre-existing fault, or it fails we'll either:
- 4.8.1 tell you what needs to be done to fix it and how much it'll cost;
 - 4.8.2 suspend your agreement or amend your agreement (including downgrading your product) so that you are on a different product or alternative pricing plan; or
 - 4.8.3 cancel your **agreement** or **product** in accordance with section 9.

- 4.9 Where the fault is not included in your agreement, we will give you 40 days, from the date of the first service, to fix the pre-existing fault relating to your appliance or system prior to amending or cancelling your agreement. During the 40 days, your agreement will be suspended and you will still be paying for your agreement but you will not be entitled to any repair or replacement until we have received confirmation from you.
- 4.10 During the first service, our engineer will fill in a gas appliance record that shows you exactly what we've looked at.

Repair prior to a first service

- 4.11 If you contact us for a repair or replacement within the first seven days of your agreement start date or you want to add a new appliance or system to your agreement, such repair or replacement to your appliance and system will not fall within this agreement or any of the products. If you arrange for such remedial action to be completed by a third party, we may charge a reasonable cost to come out to your premises and inspect the work before we provide any products in the future.
- 4.12 We shall discuss alternative options with you, which may include an alternative product or a one-off cost for repair.
- 4.13 If you contact us for a repair or replacement after seven days of your agreement start date, but before your first service, we may conduct our first service before attempting any repair or replacement and clause 4.2 above shall apply. Where your appliance or system passes the first service there will be no further charges to you.

Annual service

- 4.14 If eligible, one of our engineers will visit your premises once a year for an annual service to check that your appliance or system is working safely.
- 4.15 We will contact you to arrange your annual service. The date of your annual service will be subject to engineer availability and we may re-schedule your annual service to fit in with our scheduling. If this does not work for your compliance requirement, please let us know and we will use our reasonable endeavours to meet your request.
- 4.16 If you do not contact us to arrange your annual service, we will attempt to contact you a maximum of three times. If we don't receive a response we will not contact you again in respect to that year's annual service. If you don't contact us prior to us contacting you for the following annual service (on or about 12 months' time) you will only receive one annual service for both those years. You will not receive a refund for any annual service missed where you have not replied to our attempts to contact you.
- 4.17 If you call us out for a repair or replacement in the three months prior to your annual service being due, we may carry out your annual service at the same time we visit to repair or replace.
- 4.18 We will not normally carry out an annual service if we have already carried out a first service or annual service at the same premises in the previous 12 months, even if you are the new owner or occupier.
- 4.19 Our engineer will also check that all the information you have provided to date is correct; your appliance or system is on our approved list; it is the appliance or system on your welcome pack; the appliance or system is aligned to a suitable product (at our sole discretion); and your appliance or system (as applicable) does not have any pre-existing faults and is in good working order. Examples of where we believe the appliance or system is not suitable for the level of product you have chosen include:
- 4.19.1 if parts are unavailable from our preferred suppliers;
- 4.19.2 if there are design faults which can cause frequent problems, for example: undersized pipework; or
- 4.19.3 if the **appliance** or **system** was not installed in accordance with the manufacturer's instructions or not installed to a recognised standard.

- 4.20 During your **annual service**, if we find your **appliance** or **system** is not on the **approved list**; if it is not manufactured to approved safety standards; is not suitable for that **product** or it has a pre-existing fault we'll either:
- 4.20.1 tell you what needs to be done to fix it and how much it'll cost;
 - 4.20.2 **suspend** your **agreement** or amend your **agreement** (including downgrading your **product**) so that you are on a different **product** or alternative pricing plan; or
 - 4.20.3 cancel your **agreement** or **product** in accordance with section 9.
- 4.20 Where the fault is not included in your **agreement**, we will give you 40 days, from the date of the **first service**, to fix the pre-existing fault relating to your **appliance** or **system** prior to amending or cancelling your **agreement**. During the 40 days, your **agreement** will be suspended and you will still be paying for your **agreement** but you will not be entitled to any **repair** or **replacement** until we have received confirmation from you and we have successfully completed the **annual service**.
- 4.21 During the **annual service**, our engineer will fill in a **gas appliance record** that shows you exactly what we've looked at.

Our engineers

- 4.22 Normally, we'll send a **GOS Heating** engineer to carry out the works. In some cases, we may send a suitably qualified contractor instead.

Reasonable timescales

- 4.23 We'll carry out any **repairs, replacements** or visits (including **first service** and **annual service**) you're entitled to within a reasonable time, unless something beyond our control makes that impossible, for example adverse weather – in which case we'll let you know as soon as possible, and we will let you know another time when we can visit.

Getting to your premises

- 4.24 Our engineers will only work in your **premises** if there's someone 18 years or older present at all times during the visit and that person is familiar with the **premises** and safety procedures. It's your responsibility to give us access to your **premises** at all times necessary.
- 4.25 Where possible, you will provide us with a suitable vehicle parking facility free of charge and close to the **premises**. If one is not available, we reserve the right to expense you for any reasonable charges.
- 4.26 If we can't get access we won't be able to complete the appointment. If we are unable to gain access to your **premises** on any agreed occasion, we may apply an aborted visit fee of £75 (including VAT).
- 4.27 If you don't re-arrange another appointment your **agreement** will still continue and you will still pay for your **agreement**. After three failed attempts to get into your **premises**, we may cancel your **agreement** but we'll let you know beforehand.

Gaining access to your appliance or system

- 4.28 While we are carrying out any of the **products**, you will comply with any reasonable requirements we may request in order to carry out the **agreement** including ensuring the immediate area is:
- 4.28.1 kept clear of obstruction;
 - 4.28.2 adequately lit; and
 - 4.28.3 marked to ensure that no one enters the work area (including employees or a member of the general public).
- 4.29 We exclude the cost of gaining access to your **appliance** or **system**, where this is inaccessible or due to health and safety reasons, for example any costs associated with providing specialist equipment, such as working from height apparatus, or any additional resource required, such as a second engineer to help the first engineer gain access to your **appliance** or **system**. You will need to pay the relevant costs of arranging access which will be agreed with you prior to the relevant work being undertaken.

Working in dangerous or unsafe conditions

- 4.30 You are required to make us aware of any health and safety risks or precautions before the work starts at the **premises** and you shall notify us immediately of any issues that may impact our ability to safely carry out the work.
- 4.31 We won't start or continue doing any work in your **premises** if we believe there's a health and safety risk, for example: hazardous chemicals, pest infections, verbal or physical abuse or harassment. We won't return to finish the work until that risk is gone.
- 4.32 If any asbestos needs to be removed before we can **repair** your **appliance** or **system**, you'll need to arrange and pay for someone else to remove it and give you a clean air certificate which you'll need to show us.
- 4.33 From time to time health and safety obligations/risks can change and if we believe (in our reasonable opinion) a new health and safety risk or obligation arises, which affects your **agreement** with us, we may have to charge additional costs, for example: we may have serviced an **appliance** previously by only using a ladder but as a result of new health and safety requirements we now need to use scaffolding. If you do not agree to these additional costs you can cancel your **agreement** as per section 9.

Your responsibilities

4.34 You shall be responsible for:

- 4.34.1 giving us prompt notification of any error, fault or breakdown of the **appliance** or **system** (as applicable);
- 4.34.2 removing any fixtures and fittings or growing items prior to us commencing any of the works as we will not **replace** them if they are destroyed or damaged, including the lifting and replacement of soft floor coverings such as carpets, vinyl, laminates and carpet tiles, as well as the removal of any decorated panelling boxing or fitted furniture such as kitchen cabinets, shelving or wardrobes. Where we agree with you, we will endeavour to open, lift or remove such coverings or materials with as little disturbance or damage as possible to gain sufficient access to carry out our work, but we will not be responsible for any redecoration or professional re-fitting required on completion of that work;
- 4.34.3 obtaining any necessary easements, wayleaves, traffic management, authorities, permissions, design approvals, consents or licences which are necessary prior to undertaking the works including **landlord** consent, local authority notices, planning permission or listed building applications;
- 4.34.4 providing an asbestos risk register and any information regarding asbestos that we may reasonably request;
- 4.34.5 providing such information, drawings or specification within your possession or control as we may reasonably request;
- 4.34.6 carrying out such requirements as we may reasonably request in order to assist us in carrying out the works including any preparatory works which we advise you are required;
- 4.34.7 providing suitable secure space for keeping tools, fittings and materials;
- 4.34.8 making available suitable electrical power for the operation of tools and testing of equipment and any fuels (gas or oil) and water to be used in carrying out the works;
- 4.34.9 ensuring that the safety earthing arrangements at the **premises** meet the standards set out in the current Institute of Electrical Engineers regulations;
- 4.34.10 providing temporary gas or electricity (as applicable) as there may be days where this is not available;
- 4.34.11 ensuring that neither you nor any of your employees, agents or contractors interfere with any equipment or materials provided by us in connection with the works;
- 4.34.12 checking all proofs or work provided by us;

- 4.34.13 complying with any applicable laws and regulations;
- 4.34.14 ensuring that proper environmental conditions are maintained (including following the manufacturer's operating instructions) for the **appliance** or **system** and will continue to be maintained in good condition including the cables, the fittings associated with them and any electricity supply to them (any failure to do so could mean a **repair** is excluded from this **agreement**); and
- 4.34.15 maintaining any back-up and/or disaster recovery procedures where any loss of heating/hot water affects your business operation.

Construction and Design Management Regulations 2015 ('CDM Regs')

- 4.35 Your **agreement** is likely to be covered by the **CDM Regs**. Each party undertakes to the other in relation to the **products** and the **premises** that it shall duly comply with the **CDM Regs** (as appropriate).
- 4.36 We are obliged under the **CDM Regs** to satisfy ourselves that you, as a customer, are aware of your duties owed as a customer, before any **works** are carried out. **CDM Regs** place specific duties on you and also on any consultants and/or contractors that you may employ in connection with the **appliance** or **system**. **CDM Regs** impose a duty on you to determine whether the **CDM Regs** apply to your **agreement**.
- 4.37 Where **CDM Regs** apply, your duties may include: the appointment of a principal contractor and/or principal designer (where necessary), ensuring that sufficient time is given to allow other duty holders to discharge their duties, information is given and provision is made, to allow for the effective management of health and safety of the works carried out. More information can be obtained from [hse.gov.uk/construction/cdm/2015](https://www.hse.gov.uk/construction/cdm/2015)

5 Making repairs

Safety and improvement advice

Spare parts

- 5.22 We'll provide **replacements** with similar functionality but not necessarily an identical make and model or type of fitting. For example, we may **replace** a chromed head decorative thermostatic radiator valve with a standard white version or **replace** electrical fittings with our nearest white, brass or chrome version.
- 5.23 You can give the engineer a part that you've bought yourself that we approve. We reserve the right to refuse use of any parts which are not supplied by us and these will not be included in our **warranty**. We will not refund the costs of any parts you purchase without our prior **agreement**.
- 5.24 If our engineer doesn't have the parts they need with them on the day of the appointment, we'll first try to get original parts – or if that isn't possible, reconditioned parts from the original manufacturer or an approved supplier. We will seek to obtain these parts and arrange another appointment as soon as reasonably practicable.
- 5.25 If we've agreed to include an **appliance** or **system** within the **agreement** but it becomes difficult to find spare parts, we'll do what we can, within reason, to **repair** it and/or provide an **annual service**. If we still can't get hold of the parts we need after that due to them being obsolete, unobtainable or beyond economic **repair** (in our reasonable opinion), we may need to cancel or amend your **agreement** (or part of it).

Certification

5.26 For the avoidance of doubt, any **repair, replacement, annual service** or **first service** carried out under this **agreement** does not certify that the **appliance** or **system** or the whole gas installation pipework complies with the whole of the Gas Safety (Installations & Use) Regulations 1998.

12 month guarantee

- 5.27 We guarantee to **repair** or **replace** any faulty parts we've supplied, or fix any faulty work that we've done for 12 months from the date that we did the work, provided that you notify us within 30 calendar days of the appearance of that fault or defect ('**warranty**').
- 5.28 For the avoidance of doubt, where you supply the part this will not be included in the **warranty** and if:
- 5.28.1 you need a **repair** or a **replacement** to that part, we will also charge reasonable labour rates;
 - 5.28.2 you are responsible (see clause 4.10) or it fails within the general exclusions (see section 6);
 - 5.28.3 we believe the **warranty** request is about improving the **appliance** or **system** and not because the **appliance** or **system** has a fault caused by us; or
 - 5.28.4 the issue relates to a fault that is not our responsibility.
- 5.29 If we are required to carry out a **repair** or **replacement** as part of your **warranty**, we will use reasonable skill and care to identify the fault we've caused within your **appliance** or **system**. Where we have tried three times to resolve the issue and are unable to restore it to its original working order, we will have satisfied our obligations under the **warranty** and these **standard conditions** including using our reasonable skill and care. If you would still like our advice and services, we may charge any reasonable costs incurred including calling out the manufacturer or a third party for their advice (we will let you know what these costs are beforehand).
- 5.30 When carrying out any **repair** under the **warranty**, if we believe that **repair** is not economically or technically feasible or effective (at our sole discretion), then we may offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective services.
- 5.31 If you are a **consumer**, this doesn't affect your statutory rights under the Consumer Rights Act 2015 and any laws that replace it. If you want independent advice about your rights, you can speak to Citizen's Advice or Trading Standards.

GOS Heating Powerflush

- 5.32 Over time, your **appliance** or **system** will build up **sludge** that can block or narrow your pipes, radiators and **appliance**. **GOS Heating Powerflush** is our way of removing that **sludge** from your **system**.
- 5.33 We'll tell you if your **system** needs a powerflush to work properly. You'll need to pay for it separately as removing **sludge** isn't included in your **agreement**.
- 5.34 If someone else carries out a powerflush for you, you'll need to show us the receipt before we carry out any more **repairs** or **replacement works** for damage caused by **sludge**.

Undiagnosed repair

- 5.35 We will use our reasonable skill and care to identify faults with your **appliance** or **system**. Where we have attempted three times to **repair** or **replace** parts to your **appliance** or **system** and are unable to restore the **appliance** or **system** to its original working order, we will have satisfied our obligations under these **standard terms**, including using our reasonable skill and care. If you would still like advice and services, we may charge any reasonable costs incurred, including calling out the manufacturer or a third party for their advice (we will let you know what these costs are beforehand).

6 General exclusions

Who can benefit from this agreement?

6.11 Nobody other than you can benefit from your **agreement**.

Cash in lieu

6.2 We won't offer you cash instead of carrying our **annual service, first service, repairs or replacements**.

Incomplete annual service

- 6.3 We won't carry out any of our **products** where your **appliance or system** fails an **annual service**.
- 6.4 For your **appliance or system** to pass the **annual service**, you will be required to take any remedial action that we have advised necessary and you will need to let us know that this has been done.
- 6.5 Where the fault is not included in your **agreement**, we will give you 40 days, from the date of the **annual service**, to fix the pre-existing fault relating to your **appliance or system** prior to amending, or cancelling your **agreement**. During the 40 days, your **agreement** will be **suspended** and you will still be paying for your **agreement** but you will not be entitled to any **repair or replacement** until we have received confirmation from you.
- 6.6 Where any remedial action is completed by a third party, we may charge a reasonable cost to come out to your **premises** and inspect the work.

Pre-existing faults

- 6.7 Our **products** don't include, and we will not carry out, a **repair or replacement** to any faults or design faults that:
- 6.7.1 were already there when you took out this **agreement** or occur during the first seven days of your **agreement**;
 - 6.7.2 we've told you about before and you haven't fixed;
 - 6.7.3 we couldn't reasonably have been expected to know about or identify before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors; or
 - 6.7.4 prevent access because a part of your **system** has been permanently built over, under the floors or in the structure of the building (for example: control wiring, pipeworks or warm air ducting).
- 6.8 Where a fault ('**first fault**') is eligible for a **repair or replacement** but the fault is also connected to a fault that is excluded from your **agreement** ('**second fault**'), we will only carry out that **repair or replacement** to the **first fault** once. For example, where a pump runs dry and fails because of a water leak on hidden pipework.
- 6.9 If the **first fault** breaks down again after we have **repaired or replaced** it once, you'll need to fix the **second fault** (and we will need to check it) prior to fixing the **first fault** again. You will continue paying for the **agreement** until you or we choose to cancel your **agreement**.

Modification, accidental damage or damage caused by anyone but us

- 6.10 If anyone other than us carries out any work on your **appliance or system** (including you) and damages or modifies it, your **agreement** doesn't include putting that right. This includes whether or not it is following our advice. If we attend and re-instate your **system or appliance** to an operational condition as a result of damage caused by somebody else, we will charge you our reasonable costs as this **repair** will be excluded from your **agreement**.
- 6.11 This also includes any error, omission, quality or fault relating to any material supplied by a third party.

Cosmetic damage

- 6.12 Your **product** doesn't include **repairs or replacement** for minor damage that doesn't stop your **appliance or system** from working properly or make it unsafe. For example, if you've scratched your **appliance** casing.

Deliberate damage or misuse

6.13 We won't **repair** or **replace** any parts that have been deliberately damaged or misused. Our engineer will use their reasonable opinion to determine how the damage was done.

Damage linked to the supply of your gas, water or electricity

6.14 We won't **repair** any damage that's caused by changes in, or problems with the supply of your gas, water or electricity.

Any damage that's normally covered by insurance

6.15 Your **product(s)** doesn't include **repairing** or **replacing** any damage caused by extreme weather, subsidence, flooding, structural issues, fire, accident or explosions – or any other kind of damage that's normally covered by your insurance for your **premises**. You should check your insurance to make sure you have enough cover for these risks.

Any loss or damage to do with radio signals

6.16 We're not responsible for any loss or damage you suffer if someone changes or interferes with your radio frequency setting which stops your **system** or controls working properly.

Communication connections

6.17 We're not responsible for the connection to your boiler controls from the internet, mobile phone or any other equipment.

Any other loss or damage

6.18 Unless we cause it, we'll not be responsible for any loss or damage to property as a result of your **appliance** or **system** breaking or failing, including any cleaning needed or damage to fixtures of furniture. For example: damage caused by water leaks.

Making any improvements

6.19 Your **product(s)** only include **repairing** or **replacing** parts of your **appliance** or **system** when it stops working properly – it doesn't include any improvements or **upgrades**, for example: changing standard efficiency pumps for more energy efficient or EUP compliant variable speed models.

Steel, lead or iron pipes

6.20 We won't **repair** or **replace** any lead, piping or central heating iron/steel pipes.

Energy/central heating management systems

6.21 We won't **repair** or **replace** energy or central heating management systems.

Making good

6.22 We will fill in any holes and leave the surface level where access has to be made to your **appliance** or **system** in order to carry out a **repair** or **replacement** but we are not responsible (unless we have been negligent) for any redecoration or rectification that may be needed following the work for example **replacing** the original surface.

6.23 Where we have to **replace** any components we will use reasonable endeavours to **replace** components with those of an equivalent approved operational standard but do not guarantee to provide a like for like **replacement**.

Trace and repair

6.24 Your **agreement** does not include investigating any fault that is not contained within the **appliance** or **system** (as applicable), for example any time spent by the engineer identifying leaks or faults on pipework that are outside of your property.

6.25

Other exclusions

- 6.26 Any delay, error or problem caused by any act or failure to act by you.
- 6.27 Turning off or reinstating of, or adjusting the **appliance** or **system** where no fault is evident (for example; topping up pressure, relighting of the pilots, re-setting or adjusting controls or programmes, re-setting **appliance**, bleeding radiators and empty fuel tank).
- 6.28 **Replacing** or **repairing** the heat exchanger including plate heat exchangers (except domestic hot water secondary plate heat exchangers housed within a domestic combination boiler), sacrificial anodes and/or other non-sacrificial means of protection.
- 6.29 Removing **sludge** or hard-water scale from your **appliance** or **system** or **repairing** damage caused by scale, **sludge** or other debris if we have told you that permanent **repairs**, improvements or a **GOS Heating Powerflush** (or a similar cleaning procedure) are needed to help make sure your **appliance** or **system** works properly.
- 6.30 Gas installation tightness testing unless undertaken as part of a **landlord's gas safety record** or **premier gas safety record**.
- 6.31 Draining down of the **appliance** or **system**, except where included as part of the internal scale inspection of storage water heaters provided that the vessel can be adequately isolated, or any additional work required to remove sacrificial anodes where the required clearances are not available.
- 6.32 The provision of corrosion inhibitor or other water treatment chemicals.
- 6.33 Water supply tanks (unless solely a central heating expansion tank).
- 6.34 Secondary circulation (bronze) pumps; and the means of conveying hot water from the **appliance** or hotwater cylinder to the hot water taps.
- 6.35 Any work or materials required to rectify an electric immersion heater.
- 6.36 Mechanical flues, where the propulsion fan is not integral to the **appliance**.
- 6.37 **Repairing** or **replacing** chimney/flue systems, air ducting or terminals that are not part of the manufacturer's **appliance** assembly or room sealed flue systems and terminals that extend more than 1m from the **appliance** flue outlet connection.
- 6.38 Pressurisation units and any approval, inspection or certification required under Pressure Systems Safety Regulations.
- 6.39 Any routine overhaul/maintenance of unvented hot water components or fan convector radiators.
- 6.40 Any work involved in overhauling circulation pumps or ventilation fans.
- 6.41 Work on or **replacement** of non-standard complex micro processor controls or building management systems.
- 6.42 Any work associated with the removal or **replacement** of non-gas carrying components on commercial tumble dryers (i.e. the removal or **replacement** of the 'drum assembly' and/or gearing/drive mechanisms, main drive motors, or process control boards/timers) not directly controlling those gas carrying components.

7 Complaints

- 7.1 We occasionally make mistakes and when this happens, we want to deal with the problem straight away. Call us on 01772 734966 or email us on info@gosheating.co.uk

8 Privacy

- 8.1 Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called '**data processing activities**'), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these **data processing activities**.

9 Cancelling your agreement

Your cancellation rights

How you can cancel

You can cancel your **agreement** or a **product** at any time, by calling us on 01772 734966 or by writing to us at: GOS Heating, 216 Strand Road, Preston, Lancashire PR1 8UJ

- 9.1 If you cancel your product within 14 days
- 9.2 We'll give you a full refund of your **product(s)** if you cancel within 14 days of your **agreement start date** or renewal date (as applicable) or from the date you received these **standard conditions** (if this is later).
- 9.3 This is your cooling off period. If we do work for you before the cooling off period ends and then you cancel your **agreement** or **product** you'll have to pay cancellation charges – see the cancellation table.

If you cancel after 14 days

- 9.4 If we've carried out any work for you, you may have to pay cancellation charges – see cancellation charges table.

Cancellation charges

- 9.5 If you or we cancel your **agreement** or any **products** and we've visited you or already completed work for you since you bought or renewed them, you may have to pay cancellation charges. For example: if we cancel your **agreement** or **product** at your **first service**, we'll refund you in full less the cost of the **first service**. You will also need to pay for any additional **works**.
- 9.6 Below shows you the amount you'll have to pay per **appliance**. We'll take off any payments you've made since you bought or renewed your **agreement**.
- 9.7 We may revise these charges from time to time. All prices exclude VAT at 20%

Appliance repairs: £250

Annual service: £115

First service: £75

Landlord Gas Safety Record: £112.50[^]

The amount charged will be dependent on the number and type of **appliances** checked and whether you have any other **products**. You will also be required to pay an additional £75 to cover the cost of travel to the **premises** unless this is undertaken at the time of an **annual service** or **first service**.

Administration: £40 The administration charge is not applicable if you are a **consumer** and you cancel during your 14 day cooling off period.

When we can cancel

- 9.8 We can cancel or **suspend** your **agreement** or **product** if:
- 9.8.1 you give us false information;
 - 9.8.2 your **appliance** or **system** isn't on our **approved list**;
 - 9.8.3 we find a pre-existing fault during your **first service** or your **appliance** or **system** does not comply with legal and regulatory standards or we are not able to carry out a **first service** or **annual service**;
 - 9.8.4 we give you 14 days notice;
 - 9.8.5 we can't find the parts we need to **repair** your **appliance** or **system** despite our reasonable attempts;
 - 9.8.6 if circumstances arise which make it inappropriate for us to continue your **agreement**, for example: you put our people's health and safety at risk, for example, physical or verbal abuse;
 - 9.8.7 you don't let us in to your **premises** to work, despite several attempts or your **appliance** or **system** is inaccessible;
 - 9.8.8 we tell you to make permanent **repairs** or improvements but you don't;
 - 9.8.9 you don't make your payments. We'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your **agreement** no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see cancellation charges table;
 - 9.8.10 if you become insolvent or are unable to pay your debts;
 - 9.8.11 if you do not comply with the terms of your **agreement**; or
 - 9.8.12 if you've engaged a third party to also work on your **appliance** or **system**;
 - 9.8.13 if your **appliance** or **system** is changed so that it no longer reflects the **appliance** or **system** included under this **agreement**;
 - 9.8.14 if a public liability claim has been lodged (either against you or us) we may **suspend** your **agreement** until the outcome of this;
 - 9.8.15 if we have reason to believe you are misusing the services; or
 - 9.8.16 if it is required by law or regulation.

Your information

- 9.9 Following termination, we shall be entitled to destroy any information or documentation provided by you and we shall not be obliged to provide you with any information (unless you make a data subject access request).

Any other agreements

9.10 Cancellation of this **agreement** will not affect any other agreements you have with us or related **products** or related companies (for example, agreements for the same or similar services for other sites).

Useful contacts

You can call us on 01772 734966 for any of the following:

- If there's a breakdown, our call centre is available 24 hours a day
- A **first service** or **annual service** visit
- A general enquiry, to complain, to add any **products** or if you're moving premises
- To cancel all or part of your **agreement**
- For great value on a new energy efficient boiler.

A gas escape: 0800 111 999.

You can also visit www.gosheating.co.uk or email us at infor@gosheating.co.uk (please include your customer number).

*We may record calls to help improve our service to you.

GOS Heating is a trading name of GOS Heating Limited,
GOS Heating Limited is registered in England and Wales with Registered Number 03259068.
Registered office: Homestead Farm, 58 Chain House Lane, Whitestake, Preston PR4 4LD

Cancellation form – for consumers only

If you want to cancel any **product** during your cooling off period, you can do so by returning this form. You can post the form to:

GOS Heating, 216 Strand Road, Preston, Lancashire PR1 8UJ.

You can also call us on 01772 734966.

I wish to cancel the following products:

Name

Address

Signature

Date