

GASCO CARE PLUS BOILER SERVICE AND BREAKDOWN COVER TERMS & CONDITIONS

NOTICE OF THE RIGHT TO CANCEL:

You may cancel this agreement at any time within 14 days of the date of signing by serving on us, written notice confirming your settled intention to cancel the agreement and described as a "Cancellation Notice". A Cancellation Notice must be in writing, signed and dated.

PLEASE NOTE that this agreement does not constitute an insurance policy

PLEASE READ THIS DOCUMENT CAREFULLY. We do not wish you to discover that after a breakdown has occurred that you are not covered. If you have any queries, please call **GASCO on 01746 762000**.

Any reference in this agreement to "Us, We and Our" shall mean a reference to Gasco (UK) Limited of Registered Office: Unit 5 Hive Works, Bridgnorth, Shropshire WV15 5BT (Company Registered No. 02279909).

1. DEFINITIONS

1.1. In this agreement the following words have the following meanings:

You or Your	shall mean the registered owner or where tenanted either the permanent occupier or landlord of the Property as described above as recorded on your Cover Plan documents as the buyer of the Cover
Beyond Economical Repair:	The point at which we consider in our discretion that the cost to repair your boiler exceeds its value (based on the scale of valuations according to age and boiler type). In the event of a boiler being found beyond economical repair that was fitted by us a £200 voucher contribution (for the avoidance of any doubt such voucher shall have no cash value equivalent) will be offered towards the replacement of the DCHB if it is installed by us and at which point the Cover will immediately cease
Break Dates	The last calendar day of the third, sixth, ninth or twelfth month during the Term
Breakdown	The breakdown or failure whether sudden or unforeseen electrical or mechanical malfunction of the DCHB which renders the system inoperable
Cover	The package of cover providing annual protection for your DCHB and controls including an annual Service, safety and energy efficiency test also known as GascoCare Plus Cover
DCHB	The domestic central heating boiler contained within and supplying your property, fired by natural gas or LPG (liquid petroleum gas) (excluding warm air heating) from the appliance isolating valve including all manufacturer's fitted components within the boiler together with any integral pump, motorised valve(s), thermostat, time, temperature and pressure controls. Types of boiler included on this cover plan include regular central heating boilers, combination boilers and system boilers. All boilers must be of a capacity rating of less than 70kW or below as an input rating.
Engineer:	An approved Gas Safe Registered engineer employed by us
Fee	The annual fee of £177.60 inclusive of VAT which shall become payable on the date of this agreement
Initial Inspection	The inspection carried out by an Engineer to assess suitability of the DCHB at the commencement of this agreement
Notice	A notice given by one party to the other in writing which is properly addressed and served in accordance with these terms
Property	The private dwelling of brick construction shown on your policy documentation which may include heated garage or domestic outbuildings but excluding any non-permanent structures sheds, greenhouses or other open spaces within the property.
Service	An annual inspection of the DCHB as described above and carried out by an Engineer during the Term
Repair Callout	A routine inspection and works carried out by an Engineer to repair or restore the DCHB during the Term
Term	The minimum term of cover being twelve months from the date of this agreement
Working Days	Any day which is not a Saturday, Sunday or a Bank Holiday

2. THE COVER

- 2.1. We will throughout the Term provide the Cover as set out in this clause 2 using reasonable care and skill.
- 2.2. Only the following types of DCHB are included within the Cover
 - 2.2.1. domestic central heating boilers
 - 2.2.2. combination boilers; and
 - 2.2.3. system boilers
- 2.3. All appliances must be installed within a domestic property and function properly as certified by us following the Initial Inspection.
- 2.4. Subject to exclusions above and those set out in clause 4 the Cover shall consist of:
 - 2.4.1. a Service of your DCHB
 - 2.4.2. repair and replacement of parts or any defective internal components if supplied by us
 - 2.4.3. effective remedy of faults that are specific to the DCHB.

3. COST OF COVER

- 3.1. Subject to clause 3.2 the Fee shall immediately become payable in full on the date of this agreement.
- 3.2. You may elect to pay the Fee :
 - 3.2.1. annually in advance payment to be made by you on the date of this agreement; or
 - 3.2.2. by equal monthly payments of £14.80 inc VAT and we shall assist you in arranging a monthly direct debit by BACS for the duration of Term from the bank account details that you provide the first payment to be received into our account in cleared funds within five (5) Working Days of the date of this agreement.
- 3.3. Where you have elected to pay the Fee by instalments
 - 3.3.1. no Service will be conducted until after the fifth payment has been received.
 - 3.3.2. notwithstanding the earlier provisions of this clause 3.3 if you require a Service during the first five months of the Term on completion of that Service you shall become immediately liable to pay a Service fee being the fee equivalent to five complete months of the annual Fee ("the Service fee") credit being given to you towards any future payments falling due against the remaining proportion of the Fee payable during the remainder of the Term

4. TERM OF COVER

- 4.1. The Term will
 - 4.1.1. commence on the date of this agreement.
 - 4.1.2. automatically renew on the same terms as set out in this agreement for a further period of twelve months unless we receive from you Notice of your intention to end our agreement in writing at least 30 days before the end of the Term, and 30 days before the end of each subsequent year after that

5. RESTRICTIONS ON COVER

- 5.1. The following items are specifically excluded from the Cover
 - 5.1.1. Hot water cylinders and storage tanks, unvented hot water cylinders or ancillary components;
 - 5.1.2. All flow and return pipe work from and to the boiler and all gas supply pipe work.
 - 5.1.3. External time and temperature controls.
 - 5.1.4. External central heating circulation pumps
 - 5.1.5. External central heating system components that do not form part of the DCHB.
 - 5.1.6. Radiators, towel warmers and associated valves;
 - 5.1.7. Any work arising from hard water scale deposits or damage caused by aggressive water or sludge resulting in corrosion;
 - 5.1.8. Re-pressurising of any sealed systems;
 - 5.1.9. All type of showers;
 - 5.1.10. Faults or damage caused by adverse weather conditions including but not limited to freezing or flooding; frozen condensate traps, pipe work, boilers, radiators, heating system pipe work and system components;
 - 5.1.11. Unblocking drains, soak-aways, outflow pipes, mains cold water stop taps, mains water pumps, water softeners and filters
 - 5.1.12. Magnetic scale filters and scale reducers or faults attributed to their failure.
 - 5.1.13. Working with or removing hazardous or deleterious materials including but not limited to asbestos.

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- 5.1.14. The DCHB if it is beyond economical repair
- 5.1.15. Any event arising from circumstances known to you before the Cover began.
- 5.1.16. A Breakdown when items in want of replacement or repair have previously been identified by an Engineer whether or not during a Repair Callout or of Service that remedial or maintenance work is or was required to prevent a future Breakdown or failure of your DCHB. In those circumstances all remedial or maintenance work carried out shall be entirely at your own cost and we further reserve our right to charge an additional Repair Call Out fee or deduct such amount from your annual limit.
- 5.1.17. All primary heat exchangers.
- 5.1.18. Costs incurred where you have [previously] been advised of the need to carry out permanent repair work to avoid repetitive situations leading to an anticipated future Breakdown
- 5.1.19. Loss or damage arising as a result of disconnection from or interruption to the gas, water or electricity mains services to the Property.
- 5.1.20. Tasks comprised within routine maintenance of the DCHB at the Property for which you are at all times responsible. This includes but is not limited to descaling, adjustment to the timing and temperature controls, venting or 'bleeding' of radiators, the use of corrosion inhibitors, or replacement of items within the Property, in need of replacement due to wear and tear.
- 5.1.21. The DCHB in the event of spare parts not being available after an exhaustive search using all reasonable endeavours of UK based stockists
- 5.1.22. Any item where the replacement or upgrade is only necessary as a result of changes in legislation, Health and Safety guidelines or manufacturer best practice.
- 5.1.23. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or British Standards or manufacturer's instructions, or any defect or failing which may be attributed to the original design of the DCHB.
- 5.1.24. Any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third party interference including any attempt to repair or modify the DCHB, which does not comply with recognised industry standards or through servicing by a non-approved Engineer.
- 5.1.25. Any part of the DCHB which is too difficult to access safely, for example, safe floor boarding and/or lighting is required within roof or loft spaces, or any part of the DCHB which is impossible or impractical to maintain because of its position, for example if the DCHB is situated in a confined space or inaccessible due to the installation of nearby fitted units.
- 5.2. The Cover is for domestic users only. All commercial premises shall not be eligible for Cover.
- 5.3. The Cover has an annual limit of £800.00 inclusive of VAT per annum which is fully inclusive of all parts and labour charges or any Call Out Repair fees.
- 6. LATE PAYMENT**
 - 6.1. If the Fee or any part thereof is outstanding 14 days after becoming due (whether formally demanded or not) we reserve the right to:
 - 6.1.1. suspend your cover until such time as all payments are received in cleared funds and your account is brought up to date;
 - 6.1.2. terminate immediately on notice this agreement if you are repeatedly late in making payment in accordance with clause 2.
 - 6.2. We reserve the right to charge interest on any late payment due under these terms at the rate of four percent per annum above the base lending rate of HSBC Bank Plc from time to time calculated on a daily basis from the due date until the date of actual payment.
- 7. RIGHTS OF CANCELLATION**
 - 7.1. You may end this agreement if you sell the Property and subject only to the following terms. You must first provide us with:
 - 7.1.1. evidence of the sale and notice in writing of your intention to end this agreement on the next Break Date. Your written notice must be signed and dated, and described as a "Moving Home Break Notice";
 - 7.1.2. payment for all sums due under clause 2 for Cover from the period from the commencement date of Cover up to and including the next Break Date;
 - 7.1.3. Either party has the right to end the agreement immediately if the other:
 - 7.1.4. has committed a significant breach of the terms unless such breach is capable of remedy and in which case the right to terminate immediately will be exercisable if the other party has failed to remedy the breach within 14 days after a written notice to do so; or
 - 7.1.5. enters into bankruptcy in the case of an individual or liquidation in the case of a company or if a receiver is appointed in respect of the whole or any part of its assets.
 - 7.2. Following termination for any default committed by you, all payments will become due and payable immediately.
- 8. GENERAL**
 - 8.1. We reserve the right to examine all DCHBs before cover will commence, and refuse cover if your DCHB is not in good working order as described us in our absolute discretion; or if parts are not available from reputable suppliers or your boiler does not meet our eligibility criteria in place from time to time.
- 9. LIMIT ON LIABILITY**
 - 9.1. We accept no liability for injury or death except that which arises from our negligence.
 - 9.2. We will not cover any costs for work carried out by engineers which are not authorised by us.
- 10. YOUR COMMITMENTS**
 - 10.1. **ANY GAS LEAKS MUST BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999 IMMEDIATELY UPON DISCOVERY.**
 - 10.2. In order for us to verify your cover, when calling, please have your customer ID number ready to quote. The Engineer may also ask you to produce your GascoCare Plus documents when they arrive at the Property.
 - 10.3. You agree to keep us fully and effectually indemnified against all claims or proceedings (including any associated losses or expenses) that may be brought or made against us by any third party arising directly by reason of any act or omission by you (or any third party authorised by you) in connection with your use of the DCHB provided always that
 - 10.3.1. we shall promptly notify you of any such claims and proceedings of which we become aware; we shall promptly notify you of any such claims and proceedings of which we become aware;
 - 10.3.2. we shall take all reasonable steps to mitigate any such losses and expenses and shall not compromise or settle any such claim without your prior written consent (such consent not to be unreasonably withheld or delayed); and
 - 10.3.3. we shall have no liability for any indirect loss, economic or consequential loss.
- 11. DATA PROTECTION**
 - 11.1. Details of you and your cover and claims will be held by us in accordance with the Data Protection Act 1998.
 - 11.2. You authorise us to share your information with [all relevant authorities and insurance assessors] in the event of any claim for loss or damage.
- 12. ASSIGNMENT AND THIRD PARTIES**
 - 12.1. We may refer any fault-finding work to any authorised third party to provide Cover. This may include but is not limited to any diagnosis works, installation, cleansing or otherwise. Where we chose to do so, all costs subject to the maximum level of cover contained in clause 5.3 shall be met by us.
 - 12.2. You may not assign the benefit of this agreement.
- 13. REVISION OR WITHDRAWAL OF COVER**
 - 13.1. We may amend these terms and conditions to ensure compliance with all statutory or regulatory purposes or for reasons relating to the availability of any particular product.
 - 13.1.1. where such a change benefits you, we will make the change immediately and notify you of the change as soon as possible and in any event within two calendar months;
 - 13.1.2. in all other cases we will write to advise you of the change at least 28 days prior to any change taking effect and offering you the opportunity to terminate this agreement by Notice in writing if the intended change shall result in a material loss being suffered by you.
 - 13.2. In the event that this agreement is terminated under clause 13.1.2 we shall return to you any overpayment (if any) calculated on a daily basis from the date after the termination date within 28 days of the date of termination to the day preceding the next payment date.
- 14. NOTICES**
 - 14.1. All notices must be in writing and will be treated as having been delivered on the second working day after posting if sent by first class post, or on the next working day if hand-delivered.
 - 14.2. Notices sent by you by either email or by fax will not be treated as having been properly served
- 15. SEVERANCE**
 - 15.1. If one or more of the terms are found to be unlawful invalid or otherwise unenforceable that term(s) will be deemed severed and the remainder to remain in full effect and enforceable.
- 16. LAW AND JURISDICTION**
 - 16.1. This agreement is governed by English law. Any dispute shall be settled in the courts of England and Wales.