



Maintenance Contract

contract renewal

FIVE STAR MAINTENANCE

- 1 **Breakdown cover** for complete central heating system by our CORGI registered engineers with emergency cover 24hrs a day 365 days a year.
- 2 **All parts and labour** for boiler and central heating system
- 3 **Unlimited** call outs
- 4 **Boiler Replacement** should within three years of the initial contract date, the boiler be beyond repair, SAFEGAS will - at its discretion – fit a new boiler to the same or similar specification. Where regulatory changes mean that the same or a similar boiler cannot be installed, a contribution towards the upgrade will be required. (Boiler cover commences three months after date of initial contract)
Only boilers proven to be up to seven years of age will qualify and it is the responsibility of the customer to provide proof of the actual installation date. Should a boiler be over seven years of age and parts be deemed obsolete by the boiler manufacturer or to be beyond economical repair, a loyalty discount will be applied to the cost of a new boiler supplied and installed by Safegas. This loyalty discount will be based on the number of years the Contract has been running and the amount of callouts they have on record.
- 5 **Definitions** – central heating includes, central heating boiler, gas supply from boiler isolation valve to the boiler, pump, motorised control valves, radiators and valves, cylinder and room thermostats, temperature, time and pressure controls, hot water cylinder, related pipework, feed and expansion tank.
- 6 **Heat exchanger/Burner** If a breakdown is due solely to fouling of the heat exchanger or burner it will be necessary to service the boiler for which the SAFEGAS servicing charge will be made.

This contract replaces any previous SAFEGAS contract

Safegas will provide breakdown cover and/or maintenance cover for private domestic gas central heating and hot water systems; subject to the level selected by the customer.

- 1 **Period of Maintenance Cover** Contract remains valid until termination by SAFEGAS or the customer, 28 days notice in writing is required for any cancellation by either side. In the event of cancellation of the contract within 12 months of its inception SAFEGAS reserve the right to charge, at standard rates, for any remedial work carried out.
- 2 **Contract and Payment** payment should be made by a payment method offered by SAFEGAS Ltd.
- 3 **The Contract** remains valid as long as payment is continued and remains subject to termination by appropriate notice from SAFEGAS or the customer (see condition 1).
- 4 **The Acceptance** of a Central Heating System onto a SAFEGAS Maintenance Plan does not imply that the system is installed to the relevant standards and SAFEGAS will not accept any responsibility for any inadequacy arising from the original design or installation, and so makes no warranty as to fitness for purpose or condition. If a system is incorrectly installed or unfit for use SAFEGAS reserves the right to terminate the Contract. The Maintenance Plan is specific to the boiler installed in the property at the commencement of the Plan. Should the boiler be changed during the term of the Maintenance Plan Safegas must be informed immediately in writing. Safegas reserve the right to terminate any Maintenance Plan, in this instance, without reimbursement of payment. Should a breakdown / repair / service be required on a boiler that has been changed since the commencement of the Plan without notification to Safegas, Safegas reserve the right to charge for any callouts at Safegas standard rates.
- 5 **SAFEGAS** shall not be liable to fulfil its obligations under the Contract if subject to industrial dispute of Force Majeure.
- 6 **SAFEGAS** may not be held responsible for any delay in provision of spare parts by suppliers and thus no compensation is payable should this occur. SAFEGAS may supply and fit replacement parts and components which are adequate but not the same as defective parts.
- 7 **Change of Ownership of Dwelling** if ownership of dwelling changes the new owner of the dwelling shall retain the benefit of the Contract so long as payments due are maintained. Refunds will not be available however for the unexpired part of the Contract.
- 8 **New Parts and Components** will only be fitted where old ones are beyond reasonable repair. SAFEGAS will be the sole arbiter as to the condition of components.
- 9 **Noisy boilers** as boilers become older, for various reasons they may become noisy. Where age is the sole reason for noise SAFEGAS do not consider this a fault and it is not covered under the Maintenance Contract. A charge will be made for any recurring callouts relating to noisy systems, chargeable at Safegas current standard & weekend rates
- 10 **SAFEGAS** shall not be responsible for any repairs to which reasonable access cannot be gained and shall not be responsible for replacing floorboards, cupboards, carpets and decorations etc. which may require removal for access.
- 11 **Boiler Servicing** where the boiler servicing option is chosen, the service will be carried out during the period April to August inclusive. Safegas will not be obliged to carry out a service outside of this period as breakdown calls will be given priority. All servicing work is carried out during normal working hours Monday to Friday. Where a condensing boiler is installed and the efficiency of the boiler be found to be reduced predominantly caused by fouling of the heat exchanger Safegas reserve the right to charge an additional cost to the standard service rate including charges for additional consumables.
- 12 **Exclusion Period.** There is a 28 day exclusion period for any callouts on Maintenance Plans. If a customer renews before the expiry of the Contract, the exclusion period does not apply after the first year of cover.

Exclusions:

- a. Any inadequacy attributing to original installation or design of the system.
- b. SAFEGAS will not be held responsible for consequential damage or loss occurring as a result of a defect in the central heating system unless attributable to the negligence of SAFEGAS. If attributable to the negligence of Safegas notification must be given in writing with full details within fourteen days of the incident.
- c. Any damage due to the failure of water, gas or electricity supply.
- d. Any work including descaling that may arise due to hard water scale deposits or aggressive water supply.
- e. Mechanical breakdowns due to sludge build-up within the system. Removal of products of corrosion from within the system.
- f. Should the heat exchanger fail, this will deem the boiler to be beyond economical repair.
- g. Any damage or defect caused by lightening, frost, explosion, flood, storm, tempest, fire, impact or other extraneous causes. Any defect caused through negligence, misuse, third party interference or malicious or wilful action.
- h. Domestic water supply from the hot water cylinder to and including taps and washers.
- i. The replacement of decorative parts.
- j. Any adjustment of time and temperature controls.
- k. The fabric of the building and any pipework including flues buried in it.
- l. Any faults present at the time of signing the initial contract. Any callouts deemed to have been pre-existing to the commencement date of the Maintenance Plan and within the first three months of the Contract will not be covered and may incur a charge for the callout and any parts required, at the current Safegas rates, variable to the day and time of the callout.
- m. Replacement of flues.
- n. Heating appliances such as kick space heaters, fan assisted radiators, towel rails, designer radiators e.g. column radiators, school radiators, dual fuel kits, immersion heaters, primatic cylinders, custom made cylinders, un-vented cylinders and thermal stores.
- o. Radiants and glass fronts on back boiler fires.

SAFEGAS LTD. GEMINI HOUSE, SANDBECK WAY, WETHERBY, LS22 7DN. SAFEGAS BREAKDOWN NUMBER (01937) 588181

safegas.co.uk

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