

Terms and Conditions

1. Introduction

It is important that you read these terms and conditions thoroughly.

Callgas Heating and Plumbing Ltd provides' service contracts for homeowners and landlords. No advice or recommendations are given at the point of sale and it is your responsibility to ensure your agreement meets your requirements, so please read our terms and conditions thoroughly, in conjunction with your overview to confirm that the service contract you have purchased meets your requirements. If anything is incorrect, or you have any questions, you should contact us immediately.

2. Definitions

Wherever the following words and phrases appear, they will have the following meaning:

Contract – means the terms and conditions and **your service agreement**.

Contract Price – the price you must pay for your service contract, as specified in your overview.

Contract Year – means the period of 12 months commencing on the Start Date of Your Service Contract, or if You elect to renew Your Service Contract the period of 12 months commencing on the Renewal Date.

Controls – means the programmer / time clock, room thermostat (if fitted), cylinder thermostat (if fitted), and zone valves (but excluding the fused spur switch and any thermostatic radiator valves).

Domestic Purpose – means at least half the rooms in your home must be used for normal living purposes, and not more than half the rooms are used in connection with a business, trade or profession.

Fixed Fee / Excess – means an amount that is paid each time Work is carried out.

Home – means Your private domestic dwelling where You reside, or the property You rent out, including any garage connected to Your property, but excluding all outside areas including (but not limited to) workshops, gardens, outbuilding and sheds.

Minimum Charge – means the lesser of:

- The Service Contract Price less the Monthly Payments We have received during the Contract Year; and

• The cost of the Work We have undertaken during the Contract Year calculated at our normal rate for labour and parts.

Monthly Payments – means the part of the **service contract price** which you must pay every month.

Normal Operating Hours – means between 9.00am and 5.00pm Monday to Friday. Excluding public holidays. (Our 24 hour emergency claims line is available out of hours for emergency uncontrollable uncontrollable water leaks only).

Renewal Date – means if you choose to renew your service contract, the date of which your renewed service contract starts, which will normally be the anniversary of your start date.

Schedule – means the **schedule** which we will send you at the start of your service contract, which will set out the contract price and your monthly payments.

Service – means an **annual service** to ensure the elements in your service contract are safe and in good working order, these we only carry out between March and September.

Start Date – means the date on which **your service contract** will start, as set out in your schedule.

Work – means the **service and repairs** that we may carry out at on the occurrence of any uncertain event relating to the systems or appliances detailed in your service contract.

We / Us / Our – means Callgas Heating and Plumbing Ltd. t/a Callcare

You / Your – means the person who has entered into this **service contract** with Us.

3. Conditions that apply to Our Service Contracts

3.1 Period of Contract

Our period of contract is for a minimum of 12 months and is payable by **Monthly Payments**. Your first Payment is taken when you sign up, followed by 11 monthly instalments one month after your selected plan Start Date. For new service contract holders, your service contract starts the day you choose the plan to start.

For two years fix plans, the period of Contract is for 24 months and is payable by **Monthly Payments**. Your first Payment is taken when you sign up, followed by 23 monthly instalments one month after your selected plan start date.

For three years fix plans, the period of Contract is for a minimum of 36 months and is payable by **Monthly Payments**. Your first Payment is taken when you

sign up, followed by 35 monthly instalments one month after your selected plan start date.

3.2 Price Changes

Your contract price may change if the government introduces a change in the relevant tax rate, under this circumstance you will not be entitled to cancel your service contract. We may also make changes to your price to reflect increases or reductions in the actual or projected costs of providing your service contract including, but not limited to, the number, costs or timing of work carried out which we, as part of our pricing service contract, have assumed or projected will be made under this service contract. We will always inform you about any changes to your contract price and Monthly Instalments.

3.3 Payments

Monthly Payments are to be made by monthly Direct Debit, as the Monthly Payment becomes due for that month. We don't accept any other payment methods or structures. Should you cancel after the initial 14 day period the full Contract Price will be due for payment. If a service has been provided within the first 14 days and you cancel you will be required to pay for the services and parts provided.

All prices are strictly nett and Monthly Payments shall be made on the day agreed by Direct Debit without any discount or other reduction, and without deferment on account of disputes, unless otherwise notified in writing by us.

We may require, at any time, by delivery of an invoice to you, that all or part of the contract shall be paid in advance, or on account, and sums so invoiced shall be immediately payable, any balance remaining payable as otherwise proved herein.

If either the Monthly Instalment or the full payment is not received on the due date for payment:

- An administration charge will be added for each Monthly Payment that has not been cleared in full on the required date previously agreed. This will be a £30 sum which should be made payable to Callgas Heating and Plumbing Ltd. to cover our cost and will be transferred to our external credit control team.

- If you are a limited company or a sole trader, interest applied in line with the provision of Late Payment of Commercial Debts (Interest) Act 1998, shall be payable by you from the date by which payment should have been made on the unpaid amount, accruing on a daily basis at the rate of 8% per annum above the base lending rate of the Bank of England from time to time in force, unless otherwise specified.
- We shall have the right to suspend all further deliveries or supply of services until all outstanding monthly payments or full payment of contract is made.
- In the event that we provide a service to you and no payment is made, you will be required to pay the full outstanding amount on receipt of the invoice.
- We hold the right to process the unpaid outstanding amount that is due with a pre-authorisation via a debit or credit card.

3.4 Fixed Fees / Excess / Additional Charges

The amount of Fixed Fee / Excess that you choose to pay when you sign up is payable every time we are called out to carry out work under your contract.

Our engineer will decide whether a fault is related or unrelated to a previous breakdown visit that has been carried out within the last 14 day guarantee period. You will need to pay any Fixed Fee if the Work is not related to a previous completed fault that is still under guarantee.

We will ask for pre-payment by credit or debit card at the same time that we book your appointment. All repair Work is guaranteed for 14 days subject to our general terms and conditions.

We provide you with various service contracts to choose from, your choice will determine the service contract provided and the amount charged.

Upon making a claim, we may ask you to conduct certain checks and if an engineer is sent out we may charge a call-out fee if it transpires that the appliance has not been maintained within the manufacturer's guidelines.

Please note: you can change your contact details, get a copy of your documents and update your boiler/system details online, free of charge. However, if you require our contact centre to do any of the following, a £30 administration fee will apply:

- Change of contact details
- Request a copy of documents by post.

3.5 Annual Service Visit

If your contract includes an annual service visit - annual service visit means a visit we carry out in each period of contract to check that the elements included in your contract are safe and in good working order - we will contact you to arrange a visit to your home each year of contract, to inspect your boiler and central heating system.

We will check that your boiler, its flue and ventilation are working in accordance with legal requirements and regulations, and we will analyse the combustion gases that your boiler produces using a probe, where appropriate. We will disassemble your boiler to clean it, if the tests indicate that this is necessary; this is to help make sure that they are safe and in good working order.

Your agreement with us covers the cost of sudden unforeseen failure of your appliance only and not the cost of any repairs that we find necessary during the inspection.

To arrange your annual service visit, we may contact you via phone, email or text. should you not respond, we will assume that you don't wish to have an annual service visit for that particular period of contract, and we will move Your annual service visit due date to approximately the same time in the following contract year. In these instances, we will not reimburse any of the service contract fees. You will still be entitled to have your annual service visit before the end of your period of contract, but you will need to contact us to arrange an appointment.

Annual boiler services are carried out between March and September each year. However, if we attend and carryout a repair to your boiler we will we will carry out the necessary checks on the same visit. We will not re- attend to service your boiler if we have carried out a repair on your boiler within the same contract year.

3.6 Renewals

We will normally give you 30 days' notice to tell you of any changes to what is included in your service contract (or any changes to your prices) for the next period of contract, unless exceptional circumstances apply. Unless you tell us when we email or write to you that you do not want to renew, we will automatically renew your contract for a further fixed period of 12 months. At the end of your period of contract, and at the end of each subsequent year,

the price of your contract may change; this can be because of general inflation and / or because we have more detailed and accurate information on your boiler and / or central heating system, as well as your breakdown history, meaning the price we charge when your contract renews will be tailored to You.

3.7 Moving Home

If you are moving out of Your Home, or buying a second Home, you will need to tell us as soon as possible about any change of address.

We will move the current contract to your new Home, if applicable. If a different product is required, a new contract will be offered at this time.

3.8 Domestic Use

Our Contract is only available for boilers, central heating, electrics, drains, plumbing systems and kitchen appliances used inside Your Home for Domestic Purposes. We do not cover kitchen appliances in rental properties. If you own a domestic property which you rent out, you can also hold our service contract for these properties; however, a service contract to include Landlord Gas Safety Certificate CP12 would be required, see Section 7 – Landlords.

3.9 Where We Can Provide the Contract

We are currently accepting customers throughout the UK.

3.10 Our Responsibilities

Any benefit provided by us under this Contract shall be granted solely by us and in every case shall be made only upon such terms and conditions as the company determine. For the avoidance of doubt, the limitation or the provision of the benefit shall only be made at our absolute discretion.

3.11 Gaining Access to Your Property and Arranging Appointments

Our engineers will only Work in Your property if there is somebody aged 18 years or over there, at all times. It is your responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary Work, and you will need to arrange another appointment.

If you call us out and nobody is in, a second visit will be chargeable at £85.

If you do not arrange another appointment, or we cannot gain access, your contract will continue, even though we have not been able to carry out the Work. If, after several attempts, we have not been able to complete an appointment, or we still cannot gain access, we may email you to let you know that we have cancelled your contract.

3.12 Safety Advice

We may advise you that permanent repairs or improvements are needed to help make sure your appliance or system works safely (for example, to keep to Gas Safety Regulations, such as upgrading your ventilation to meet current standards. If you do not follow our advice, your contract will continue to run, unless the contract is cancelled, see Section 4.2 – Our Cancellation Rights.

3.13 Spare Parts

If our engineer does not carry the spare parts needed on the day of your appointment, we can normally get hold of most items the following working day (as we use a large approved supplier). If not, we will obtain and install parts, as soon as possible. We may use other approved, used parts, or parts that have been reconditioned by the original manufacturer or approved third parties.

3.14 Labour

Either one of our own engineers or a suitably qualified sub-contractor will carry out the Work.

3.15 Guarantees

We guarantee Work for a period of 14 days from the date we completed the work, subject to our general terms and conditions. If you experience the same fault again within 14 days, any Fixed Fees/ Excess applicable will be waived. The rights in relation to any guarantee that we give you apply in addition to, and do not affect, your legal rights under the Consumer Rights Act 2015, or any replacement legislation. You can get advice about your rights, from the Citizens Advice Bureau or Trading Standards Department.

3.16 Governing Law

The terms and conditions for all contracts are written in English and all correspondence will be in English. Your contract is governed by the laws of England and Wales.

3.17 Upgrades

Upgrades are changes to your system which will improve its efficiency or safety. The cost of upgrading your system is not included in this contract.

Depending on availability you may be able to buy system upgrades from Callgas Heating and Plumbing Ltd t/a Callcare, such as new boiler upgrade, power flush, system filters, scale reducers and finance for boilers, full central heating systems

Examples of upgrades include replacing working radiators with improved models, and replacing standard radiator valves with thermostatic radiator valves.

Any repairs required to your upgraded system will be carried out under your Service Contract unless general exclusions apply, see Section 5 – Exclusions that Apply to This Contract.

Should you have a power flush from a third party, we would require proof of purchase of the power flush in order to complete any subsequent repairs.

3.18 Internet Connected Heating Controls

You may also hear this product referred to as Remote Heating Control or Hive Active Heating. Internet connected heating Controls allow you to control your central heating system remotely.

This Service Contract excludes your broadband connection, mobile phone and any other internet connected heating control equipment.

4. General Terms and Conditions

4.1 Your Cancellations Rights

You may cancel this Contract within 14 calendar days of agreeing to the Contract by emailing us at the email address provided in Section 9 – Contact Details.

If you or We cancel the Contract within the first 14 days (Cancellation Period) and we have carried out any work, you must pay the balance of the contract (Minimum Charge.)

If we fail to provide the services that we have agreed to provide in any material respect you may cancel this Contract by emailing us at the email address provided in Section 9 – Contact Details.

If you cancel this Contract after the first 14 calendar days for any other reason, you will not be entitled to a refund of any Monthly Payments that you have made, and you must also pay to us the balance of the contract (Minimum Charge).

4.2 Our Cancellation Rights

We may cancel Your Contract in the following circumstances:

- If you give us false information
- At our discretion
- If you do not make an agreed Monthly Payment
- If your appliance or system is not on our approved list
- If you do not give us access to your property, if this is needed
- If we are not reasonably able to find parts for your boiler, central heating or plumbing system
- If improvements we tell you are needed, are not completed
- You are physically violent or verbally abusive.

In these circumstances you will not be entitled to a refund of the Monthly Payments you have paid, and you must also pay us the Minimum Charge.

We may choose to cancel this Contract:

- If, following the initial inspection and Service, We advise you that your boiler, central heating or plumbing system is unsuitable
- If there is a health and safety issue
- If a permanent fault with your central heating or plumbing system which we are not required to remedy under this Contract has not been remedied.
- In these circumstances you will be entitled to a refund of the Monthly Payments you have paid in that Contract year, minus any costs we have incurred during that Contract period.

We may also choose to cancel this Contract:

- If your boiler is seven years old or more, and not repairable. In this circumstance, you will not receive a refund of the Monthly Payments you have paid in that Contract year.

- If parts become unavailable and we cannot fix your boiler or central heating system (in this circumstance you will not receive a refund of the Monthly Payments you have paid in that Contract year).
- If we choose to cancel Your Contract, We will notify you via email.

4.3 Claim Notification and Requirements

In order to make a claim, you or your authorised representative must:

- Within 24 hours of the occurrence of the event, notify Us
- Where requested to do so, notify Us in writing and submit a claim form
- When requested to do so, and within 7 days of receiving such request, deliver to us a written statement of all reasonable particulars and details of the appliance affected, the appliance's value, and the event, and provide all such documents, explanations and other evidence as may be reasonably required by us.

Unless all of the terms of this condition (as detailed above) are complied with, a claim under this Service Contract will not be payable.

4.4 Subrogation and Observance

If a claim arises as a result of the act or default of a third party, at the request and expense of us, you shall take and permit to be taken in its name, all necessary steps to enforce its rights against any such third party.

5. Exclusions that Apply to this Service Contract

5.1 Design or Existing Faults

We will not carry out repairs if there are design faults, faults which existed before You entered into your contract with us, faults which We identified on a previous visit or Contract at the property, or faults which We could not, using reasonable care or skill, identify on Our first Service or a repair call out. For example, this would apply to pipes buried under concrete floors, or any pipes that do not have acceptable pipe protection (acceptable pipe protection for pipes under floors is factory sheathed, soft copper laid through plastic ducting). Joints should not be located in the plastic ducting / sleeve, and the pipes should be installed according to the manufacturer's instructions.

5.2 Accidental Damage, Third Party Damage and Damage from Deliberately Taking Risks

We will not stand the cost relating to damage caused by you, or any third party, if Work is carried out on your boiler or central heating system by someone other than us, whether or not following our advice (e.g. power flush), which results in damage to that or another part of your system. The repair will be excluded from Your Service Contract.

We will not carry out repairs to accidental damage to your plumbing system caused by a resident of the property, For example, “if you accidentally put a screw or nail through a pipe under the floor boards”. We will not cover damage caused by DIY intentionally carried out directly on the plumbing system.

5.3 All other Loss or Damage

Any cost or expense, (unless caused by Our negligence), caused by necessary access and / or associated with reinstating the fabric of the Home and costs associated with the remedial Work, redecoration, or restoration of any fixtures or fittings needing to be removed or replaced, during the carrying out of any Work.

Unless caused by Our negligence, We will not be responsible for any loss or damage to Your Home as a result of Your boiler, central heating or plumbing system breaking or failing, including cleaning needed, or damage to fixtures or furniture; for example, damage caused by water leaks.

5.4 Making Good

We will not be responsible for making good any damage necessary that we have caused in order to carry out any repair or maintenance in order to meet our obligations under this contract, For example filling in holes.

We will not be responsible for replacing the original surface or construction (for example, redecoration).

5.5 Risks Normally Insured Under Household or Other Insurances

Except and only to the extent specifically stated under this Contract, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lighting, explosion, flood or storm.

You should check your household insurance to ensure that you have enough cover for these risks.

If anything specifically stated that has been included in this Service Contract is also included under any other insurance or maintenance contract you hold, the repair will be the responsibility of the provider of your other insurance or maintenance contract.

We will not carry out any repairs under this Service Contract that are covered by insurance policies that you hold. This will be the responsibility of the insurance provider.

5.6 Approved Equipment

For certain items we keep an approved list, we only carry out work on systems and appliances which are on our approved list.

5.7 Third Party Rights

Nobody other than you will be able to benefit from Your Service Contract, which cannot be passed to someone else without our written confirmation.

If You are a landlord You may give permission to Your tenant to arrange an engineer appointment on Your behalf.

5.8 General Exclusions that apply to all Our Service Contracts

We will not include the following (general exclusions):

- Any costs to gain access to Your system, built in appliance, built or buried pipework (inside or outside Your Home) or wires to make a repair and then make good (see section 5.4). We do not include the cost of getting to your appliance or system, if it is not accessible.
- If you log a claim and then delay us carrying out the repair for longer than five days, either because nobody is available to meet our engineer or We are unable to contact you, your claim will become invalid and declined
- Dripping taps on central heating filling loops that only leak when in use
- Repairing faults deemed intermittent or recurring
- Upgrades that are required to improve your boiler, central heating, plumbing drains or electric system due to poor access or poor condition
- Replacing or repairing parts that do not affect how your boiler, central heating, plumbing, drains or electric system works, or decorative or specialist parts
- Removing asbestos associated with repairing the boiler, central heating or plumbing system. When you have had any asbestos removed, you must give us a clean air certificate before we will do any further Work at Your

property. By law, the person who removes the asbestos must give you a clean air certificate.

- Cash alternatives instead of a Service or Work
- Corrosion or any parts that have corroded
- Repairing or replacing any steel, lead or iron pipes
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services
- Beginning or continuing services where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff (including verbal or physical abuse). We will not start Work again until there is no longer a risk to health and safety.
- Repairs where parts are no longer available
- Any maintenance or repair of your boiler, central heating or plumbing system which is covered under the manufacturer's guarantee
- Utility service connections, electricity cables
- Any damage to drains or other underground services caused by tree roots
- Any equipment not situated in the Home
- Any contribution towards a replacement boiler or other item if it is over seven years old and Beyond Economic Repair
- Any contribution towards a replacement boiler in the first six months of Your Service Contract if it is under seven years old and Beyond Economic Repair
- Any appliances not housed in the main body of the dwelling or the garage; for example, those housed in a shed or outhouse
- Faults that occur for anything other than wear and tear of the item / system.
- Separate gas hot water heaters.
- Repairs to appliances, boilers, systems or parts where you cannot provide evidence that they have been maintained in accordance with manufacturer's specifications/ instructions.
- Electric, liquid petroleum gas (LPG), solid fuel or oil fuelled boilers, back boilers and dual-purpose boilers.
- Gas fires, solar panels or 'green' or 'renewable energy' systems.
- Unvented hot water cylinders and any of its associated valves, such as the temperature relief valves, pressure reducing valves or any other parts of an unvented system that requires additional qualifications to enable gas engineers to work on them.
- Repairs or replacement of any filter or related device for removing sludge, scale or other debris from your central heating or plumbing system.
- Damage or faults that arise while your home is unoccupied.

5.9 Beyond Economic Repair (BER)

After an engineer appointed by us has attended and diagnosed the problem, we will calculate the total cost of repair including parts and labour (including VAT) required to repair the boiler or appliance by Us using reputable suppliers.

For boilers and appliances that are under seven years old, if the total cost of repair exceeds 60% of the current retail price (including VAT) of a suitable replacement boiler, through leading UK suppliers, it may be deemed to be beyond economical repair and We will be unable to complete the repair.

For boilers and appliances that are 7-15 years old, if the total cost of repair exceeds 45% of the current retail price (including VAT) of a suitable replacement boiler, through leading UK suppliers, it will be deemed to be beyond economical repair and We will be unable to complete the repair.

For boilers and appliances that are over 15 years old, if the total cost of repair exceeds 25% of the current retail price (including VAT) of a suitable replacement boiler through leading UK suppliers, it will be deemed to be beyond economical repair and We will be unable to complete the repair.

If we deem your boiler or appliance to be Beyond Economical Repair we will advise you that you require a new boiler. We will then offer you a Finance Option to fund for the new boiler or offer you the option to pay for Callgas Heating and Plumbing Ltd to replace it.

Here are the elements of the range of plans and what they include and exclude, what is included in your plan is determined by the plan you choose.

6. Boiler

6.1 Boiler

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your domestic boiler.

Repairs to a single gas boiler (dependent on the plan taken) include any manufacturer fitted parts inside your boiler.

6.2 Annual Boiler Service

An annual boiler Service to Your single gas boiler (dependent on the plan taken) is in accordance with regulations and industry standards.

6.3 Landlord Gas Safety Inspection

Our engineers will conduct one safety and operational check in any 12 month period. Our engineers will usually carry out this Service at around the same time each calendar year; this will depend on their workload and your or your tenant's appointment preference. Service, safety and operational check visits, (where applicable), will be carried out on an agreed date between the sixth and twelfth month after the commencement date, and will be arranged automatically. If you are within the first 12 months of Your Service Contract with Us and You require a gas safety inspection earlier, this can be done so at a discounted fixed price of £65.

Servicing and gas safety appointments will usually take place between the hours of 9.00 a.m. and 5.00 p.m. Monday to Friday, excluding bank holidays, and will be subject to our engineers' availability.

6.4. Central Heating Systems

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your domestic central heating system.

Repairs to Your central heating system include:

- Pumps, motorised valves, radiators valves
- Hot water feed and expansion tank
- Pipes and fittings.

6.5 Heating Controls

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your domestic heating Controls.

Repairs or replacements include to the following:

- Thermostats
- Frost stats
- Clocks
- Timers
- Programmers.

6.6 Plumbing

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your plumbing system.

Repairs include to the following:

- Hot and cold water pipes
- Cold water tanks and overflow.

6.7 Internal Drains

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your domestic internal drains.

6.8 Gas Supply Pipes

We will assist you and pay for the call out, labour, parts and materials involved in the repairing of your domestic gas supply pipes.

Repairs to your gas supply pipes located inside your Home for which you are responsible, are those feeding the central heating boiler and other gas appliances, but do not include the gas company's meter or other monitoring or measuring device.

6.9 Water Supply Pipes

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying a leak on your domestic fresh water supply pipes. For repairs to fresh water supply pipes within your boundary, between your Home and the mains supply pipes, the engineer will repair or replace the damaged section of pipe in order to resolve the immediate emergency to reconnect your property to the mains water supply. A permanent repair will only be carried out if the cost of this is the same or less than the emergency repair cost. In all other cases, the engineer will carry out an emergency repair.

6.10 Taps and Toilets

We will assist you and pay for the call out, labour, parts and materials involved in repairing or unblocking of your taps and toilets.

- Leaking taps and running toilets
- Ball cocks, syphons and valves
- Replacement of non-ceramic tap washers.

6.11 Boiler Replacement

We will assist you and pay for the call out, labour, parts and materials involved in replacing your boiler up to a maximum cost of £2500 including Vat, if it is under seven years old and cannot be repaired.

We will not consider a Boiler Replacement if you are within the first six months of contract, your boiler is 7 years or older, or you are unable to supply evidence that your appliance has been fully maintained in accordance with the manufacturer's instructions.

6.12 Kitchen Appliance Cover

We will assist you and pay for the call out, labour, parts and materials involved in repairing or rectifying the breakdown of your kitchen appliance.

Appliance Replacement: In the event that your appliance cannot be repaired, providing that it is less than seven years old and you have held your agreement with us for at least six months, we may replace your appliance with a new or reconditioned appliance of the same or similar make and specification, or offer you a cash settlement in line with the current market value of your appliance. The current market value will be calculated by us taking into consideration the purchase price and age of the appliance. You will be required to prove that that the faulty appliance has been fully maintained to the manufacturer's specifications.

6.13 Original Documents

Original Documents must be provided in all cases of a claim, we will not accept hand written receipts, or documents not on headed paper. We will not accept forwarded emails or documents that appear to have been modified in any way. We reserve the right to verify any documentation supplied to us. If you supply us with documentation that is not satisfactory, you will be charged a £25 administration charge for each additional attempt.

In addition to Section 4.3 - Claims Notifications and Requirements, in General Terms and Conditions, in order to make a claim, you or your authorised representative must:

- Hold the appliance or parts there after available for inspection for 30 days following the submission of a claim.
- Provide proof of purchase, when requested, such as a dated receipt from a registered retailer, should the covered appliance be replaced by you

during the Contract Term, you must notify us of the alternative appliance to be covered by this Service Contract.

6.14 Instant Cover when switching from another provider

No exclusion period will apply when switching directly from another provider and a full 12 months continuous cover has been maintained. If you haven't had a Service Contract in place with another provider for a minimum of 12 months, there will be an initial 28 day exclusion period on your plan. You will not be able to have repairs carried out during this period. We will require proof of continuous cover to be provided. A £30 administration charge per attempt will apply, if more than one attempt is required to supply satisfactory documentation.

The following are not included in Your Service Contract:

6.15 Boilers

- Routine pressure issues arising from the inappropriate or inadequate care, non-maintenance or neglect of your boiler and heating system as per the manufacturer's user instructions and safety guidelines. If you wish us to re-pressurise your boiler this can be done on a pay-on-use Service that requires a £98 payment.
- Boiler repairs are limited to £250 in the first three months of Your Contract
- Repairing or replacing parts of Your boiler that are specifically designed for piped or electric underfloor heating
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale in Your boiler
- Repairs to boilers or heating systems that have not been serviced in accordance with the manufacturer instructions by a qualified person within the preceding 12 months. You may be asked to provide proof at the time you report a fault.
- Any contribution towards repairing or replacing your boiler if we consider it to be beyond economical repair and over seven years old
- If your boiler is over seven years old, We will not consider making a contribution towards a replacement boiler and We will let you know if the boiler is uneconomical to repair
- We do not consider any contribution towards any third parties other than those approved by Callgas Heating and Plumbing Ltd.
- Boilers that require specialist Work such as PottertonPowermax, Elm Le Blanc, Chaffoteaux Britany Combi
- Warm Air heating systems
- LPG or Oil Systems (or anything other than natural gas)

- Combined cooking and heating appliances
- Combined power and heating appliances
- Fan assisted convector heaters or immersion heaters
- Flues that are connected to the boiler appliance
- Mains pressure hot water thermal storage systems, for example: BoilerMate, Gledhill, Heatbank, Megaflo, Pandora by DPS, PottertonSuprima, Thermflow, Tribune and any other similar thermal storage heating system.

Our General Exclusions also apply (see section 5).

6.16 Central Heating

- Resetting Controls (for example, thermostats or programmers following changes due to winter or summer months)
- Loss of, or damage you may suffer to, your system if radio frequency allocations are subsequently altered by other people that interfere with your system or its Controls
- Replacing any batteries for your system controls
- We don't cover the cost of draining down your central heating system in order to carry out a repair. We only cover the repair
- If your system controls generate text message alerts, We will not cover any usage
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating
- Removing sludge or hard water scale from your central heating system
- Replacement of parts that are faulty or damaged as a result of sludge or hard water scale In your central heating system
- Whether or not we installed your hot water cylinder, you will not be entitled to a replacement under this plan
- If any damage to your hot water cylinder is caused when we carry out any related repairs, We are unable to accept responsibility, unless it is caused by Our negligence
- Whether or not we installed your radiators, you will not be entitled to a replacement under this plan
- Bespoke designer radiators and their components
- Parts of a central heating system or controls designed to incorporate any other heat source, for example: solar water, heating or solid fuel heating
- Unvented hot water cylinders, or any repairs relating to an unvented system, that require the engineer to have unvented qualifications to carry out the Work

- Bespoke central heating system components or components that are not readily available
- Curved radiators often found beneath bay windows.

Our General Exclusions also apply (see section 5).

6.17 Plumbing

- Replacing ceramic disks and taps
- Replacing taps
- Repairing or replacing mixer taps or showers
- Replacing bath and shower seals or grouting
- Replacing or repairing sanitary ware
- Replacing cold water storage, hot water cylinders, radiators or expansion tanks
- Repairing or replacing water softeners, combined overflow and pop up waste mechanisms, all electrical hot water pumps and parts of your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rain water pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets
- Water pipes, to or from and in, detached outbuildings, fountains, swimming pools, ponds, and other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering, or other external property
- Repairing frozen pipes
- Replacing or repairing spa baths, or associated components that form part of their construction. These include, but are not restricted to: pumps, jets, heating elements, pipes and tubes.
- Blockages, collapsed, or leaks, or any other problems of the mains water supply from the stop cock in your property, up to where it is connected to the public or shared water supply pipe within the boundary of your property, as these will be covered by either the water board or your building's insurance
- We do not carry out work for accidental damage caused by anybody who has been working directly on the plumbing system
- All repairs to galvanised steel cold water storage or expansion tanks
- Washing machine and dishwasher hot and cold flexible pipes
- Septic tanks.

Our General Exclusions also apply (see section 5).

6.18 Water Supply Pipes

- Any water supply pipe which is the responsibility of the water supply company
- Any water supply pipe outside the boundary of Your Home, or for which You are not responsible, or fresh water pipes beneath or inside any building or outbuilding
- Frozen pipes, the damage from which has resulted in a leak or permanent blockage
- Swimming pools or similar, Jacuzzi, spa baths, decorative features, ponds, fountains and any associated pipes valves or pumps
- Caused by or resulting from inadequately lagged pipes
- Contents of your home.

6.19 Gas Supply Pipes

- Repairs to any gas appliance or boiler not included in the plan
- Gas supply pipes which are the gas supply company's responsibility.

6.20 Kitchen Appliances

- Anything that happens in the first 30 days of you taking out the plan
- Wine coolers, cooker hoods, and other extractor fans
- Disconnecting and disposing of your old appliance, or unpacking or installing new ones
- Any appliance(s) that were not bought in the UK
- Any appliance(s) that were not new when you bought them
- Any appliances that you do not have a receipt of purchase for.

6.21 Gas Appliances

- Repairing or replacing the flue including the flue terminal
- Damage caused by, or the removing of, limescale or sludge.

6.22 Instant Cover

- Only products / services covered in Your previous plan will have no exclusion period
- Proof of cover will be required if you ask us to carry out repairs in the initial 30 days
- Kitchen appliance plans do not come with instant cover.

7. Landlords

If you are a landlord and let out properties for Domestic Purposes, the following conditions will apply:

7.1. Appointment Booking – Tenants

Your tenant can call us directly to ask for an engineer appointment or repair under your service contract. Under your service contract they can also arrange for your annual Gas Safety Certificate CP12 to be carried out. However, if your tenant is dishonest with us on the phone and calls us out for something that isn't included in the plan, or something we did not agree to, you will be liable for our costs. It will then be up to you to claim this from your tenants'. You may want to let them know that you can do this.

7.2. Gas Safety Certificate (CP12)

By law, landlords must make sure they maintain gas appliances in a safe condition; they must also have gas appliances in properties that they rent checked for safety, as well as having an inspection of the installation pipework, every 12 months. They should also hold a Gas Safety Certificate (CP12) as proof. It is your responsibility to make sure that you keep to your legal obligations and we will not be legally responsible for any failure on your part to ensure that these checks are carried out. Our service contracts can include the certificate and inspection of the installation pipework as standard, and you will need to tell us the appliances you would like to be checked.

The following are included in Your Contract:

- A safety inspection of the gas installation and pipework at Your property
- A safety inspection of the appliances specified by you at the time you purchase this product. Only the appliances specified at the time that you purchase this product will be included in your inspection. You can add other appliances to Your CP12, at any time, at an additional cost for each additional appliance.
- A Gas Safety Certificate (CP12) which will contain details of the gas installation and all gas appliances checked by Our engineer
- The inspection and completion of the Gas Safety Certificate (CP12) will be carried out at the same time as the annual Service visit
- We will leave the tenant with a copy of the Gas Safety Certificate (CP12), and send you a copy via email.
- If any of the appliances fail our inspection, we will issue the Gas Safety Certificate (CP12) and include details of any faults found, and any remedial action taken (for example, disconnecting the appliance). It is your responsibility to make sure that your appliances are repaired or replaced at your cost. Additional charges will apply for any future inspections and

any confirmation of Gas Safety, following the Work needed to meet regulations.

- Occasionally, we may need to revisit your property to complete or carry out the Gas Safety Certificate (CP12); in these circumstances, further access to your property will be required.
- It will be your responsibility to contact us to have your landlord Gas Safety Certificate carried out.

General Conditions apply (see section 3). All exclusions (see section 5) apply. The exclusions below also apply and the following are not included in your Contract:

- The cost of any repairs that we find necessary during the inspection
- The cost of any re-inspections to appliances that fail our inspection
- Any repairs to properties that are not occupied when the fault is reported
- Between tenancy remedial Work or any faults that are not reported within 24 hours of it occurring.

8. Complaint

We will always aim to do our absolute best, however, there may be times when things go wrong. If you have a complaint about any part of our service, or our products, please contact us by phone or write to us, using the contact details specified, see Section 9 – Contact Details. Alternatively, complete the form on the Complaints Procedure page of our website. This page details our four step complaints procedure.

This is a service agreement and not an insurance policy, any benefit you receive from this service contract will be at our absolute sole discretion. This means that this service contract falls outside the remit of the Financial Conduct Authority (FCA). Any complaints you make to us will be governed by the following applicable law:

This service contract may only be relied on and enforced by us and you, and shall not be directly or indirectly enforceable by any third party under the contracts (Right of Third Parties) Act 1999 or otherwise. This service contract shall in all respects be governed by and construed in accordance with the laws of England and Wales and, subject to the terms of this clause, any disputes arising between the parties under this contract shall be referred to the exclusive jurisdiction of the courts of England and Wales, unless the protected Home is located in Scotland, in which case the law of Scotland shall apply.

9. Contact Details

Our address is: Callgas Heating and Plumbing Ltd, 112 Holly Lane, Erdington, B24 9JX.

Our email address is: callgas@hotmail.co.uk.

Our office opening hours are Monday to Friday 9.00am – 5.00pm.

10. Using Your Personal Information

This section explains how we use the information, including sensitive information that we collect about you when you buy a plan from us. We will tell you if there are any significant changes to the information we collect and how we use it. We may use information about you to do the following:

- Provide You with the services you have asked for (which may include loyalty and incentive schemes we may run from time to time)
- Offer you account's, services and products from us. To help us make these offers we may use an automatic scoring system.
- Help run, and contact you about improving the way we run any accounts, services and products we have provided in the past, we are providing now, or may provide in the future
- Create statistics, test computer systems and analyse customer information (including using information about what You buy from Us)
- Create profiles and marketing opportunities (where your explicit consent has been given to us)
- Help maintain your, and the members of your family or households, health, safety and security
- As part of the process of selling one or more of Our businesses
- If We have been asked to provide information for legal or regulatory purposes (for example, by Ofgem or a lawyer)
- As part of current or future legal action
- As part of government data-sharing initiatives; for example, those designed to help stop fuel poverty (where people cannot afford to pay for heating and electricity)
- To help manage any loyalty or rewards schemes
- If you do not pay Your Monthly Payments, We may transfer your debt to another organisation and give them details about you
- Help train our staff. We may also monitor and record any communication we have with you, including phone conversations and emails, to make sure

that we are providing a good service and meeting our regulatory and legal responsibilities.

- When we contact you, we may use any information we hold about you to do so. As a result, we may contact you by email, phone, text message or other forms of electronic communications, or by visiting you.
- If we contact you to tell you about any offers, we will only do so if you have given us explicit consent to do so. This will be in line with your preference of communication with us for marketing purposes. You can ask us not to send you any information on our offers at any time by contacting us and giving us your account details.
- If you give us information on behalf of someone else, you confirm you have given them the information set out in this document, and that they have given permission for us to use their personal information in the way we have described in this section. If you give us sensitive information about you or other people (such as health details or details of any criminal convictions of members of your household), you agree (and confirm that the person the information is about has agreed) that we can use this information in the way set out in this document.

You are entitled to have a copy of the information we hold about you and to have any inaccurate information corrected. We charge a £10 administration fee for this service to cover all our costs' this must be paid prior to the request being fulfilled. For more information about this, please contact Our Privacy Team by emailing us at the email address provided in Section 9 – Contact Details.