



TERMS & CONDITIONS

This agreement is between A&A Gas Service Engineers Ltd and the other party named on the agreement. This will usually be the individual(s) paying the monthly fee.

This agreement includes the repair, breakdown, annual servicing of the gas boiler and central heating system in a domestic dwelling as per the following terms and conditions. The agreement is for an initial **minimum** period of 12 months. The following information details what is covered under this agreement and what is not.

Boiler and Controls

What we will cover

- ✓ Any repairs to:
 - A single natural gas boiler on your property that is designed for home use and has a heat output capacity of up to 70kW
 - The flue including the flue terminal
 - The boiler controls which include the programmer, any thermostats, central heating pump and motorised zone valves
- ✓ Annual service

What we will not cover

- ✗ Any faults that happen, requiring repair or replacement until your first payment has been received
- ✗ Any accidental or malicious damage
- ✗ Damage caused by limescale, sludge or other debris, if we have told you before that you need to carry out repairs, improvements or a Power Flush, or similar process, but you have not acted on this, this will not be covered
- ✗ We do not conduct any plumbing work i.e., fixing showers, their parts and shower pumps
- ✗ Any element of underfloor heating
- ✗ We will not replace or top up the systems inhibitor unless we have removed it ourselves
- ✗ Resetting the controls or replacing the batteries

Central Heating

What we will cover

- ✓ Any repairs to the heat and hot water system on your property including:
 - Expansion tank, radiators, bypass, and radiator valves
 - Cylinders
 - The pipes that connect the central heating system
- ✓ Annual service
- ✓ A replacement of parts of your central heating system if we cannot repair them

What we will not cover

- ✗ Any faults that happen, requiring repair or replacement until your first payment has been received
- ✗ Any accidental or malicious damage
- ✗ The Replacement of unvented cylinders
- ✗ Damage caused by limescale, sludge or other debris, if we have told you before that you need to carry out repairs, improvements or a Power Flush, or similar process, but you have not acted on this, this will not be covered
- ✗ We do not conduct any plumbing work i.e., Fixing showers, their parts and shower pumps, repairing or replacing taps, fixing leaking sinks
- ✗ Any element of underfloor heating
- ✗ The repair or replacement of electrical elements in radiators
- ✗ The replacement or top up of your system inhibitor unless we have removed it
- ✗ The Immersion and its power supply
- ✗ Any pipes that are not accessible
- ✗ Any changes within the gas safety regulations which may affect your boiler
- ✗ The supply of curved or designer radiators (see general conditions – pg. 6)
- ✗ Any blockages of the pipework connected to the boiler or the central heating system

Gas Safety Check & Certificate (CP12)

It is a legal requirement for Landlords to ensure that you have a valid Gas Safety Certificate for the gas meter, gas appliance(s) and gas pipework on your rental property. When the annual Gas Safety Check is due, we will call you by telephone, send you an email or letter to arrange the appointment. If you would like us to contact the tenants or letting agency, please let us know. We will do this up to a maximum of 3 times. If we cannot get hold of tenants or yourself, then we will not contact you anymore. It will then be your responsibility to contact us to arrange the Gas Safety Check appointment.

We will NOT provide a certificate for an inspection carried out by anyone other than ourselves.

What is included in this check

- ✓ Inspection of the gas meter, gas pipework and any gas appliance(s)
- ✓ A Gas Safety Certificate for the above via email, for you, your letting agency and your tenant. If you prefer this can be posted, however, this will be subject to an administration fee of £10 (management discretion)
- ✓ If for any reason a part fails the safety check, all details will be included on the certificate. If it is not a part that is included in the agreement (see diagram), then we will quote for the repair or replacement.

Annual Gas Service Certificate

This will be provided when an annual service is carried out by one of our engineers. We will NOT provide a certificate for a service carried out by anyone other than ourselves.

What is included in this service

- ✓ Inspection, testing and where necessary the cleaning of the gas appliance (single appliance only)
- ✓ The engineer may ask to inspect the controls, hot water cylinder etc.
- ✓ A certificate for the above via email, if you prefer this can be posted, however, this will be subject to an administration fee of £10 (management discretion)
- ✓ If for any reason a part fails the annual service, all details will be included on the certificate. If it is not a part that is included in the agreement (see diagram), then we will quote for the repair or replacement.

General conditions

The Agreement

UK law

This agreement is bound by the laws of the country the property included in your agreement is in – England.

GDPR

At A&A Gas Service Engineers Ltd, we comply with the Data Protection Act and General Data Protections Regulations (GDPR) May 2018. Personal information that we hold about our customers is processed fairly and lawfully. It is also retained correctly and properly protected.

Your details will be held on file for a minimum of 7 years, this is to comply with internal policy as well as accounting and taxation purposes.

In order to provide our customers with a high standard of service, we need to hold accurate personal information.

By signing the service agreement, you have given your consent for us to in certain circumstances and reasons to share your details with the relevant third parties for us to provide this service.

We will never lease, distribute or sell your personal information to third parties unless we have your permission, or we are required to disclose your personal details by law.

For further information on how your information is used, please refer to our privacy policy, or alternatively, please contact our office at enquiries@aandagas.com or 01908 803773, where we will be happy to provide you with the documentation.

Alternatively, you can contact the Information Commissioners Office on 0303 123 1113 or go to www.ico.org.uk for further information.

Price changes

We will always write to tell you about any changes to your price and will aim to give at least 28 days' notice.

Payments

Payment for this agreement must be made monthly by Direct Debit, or in exceptional circumstances other methods of payment may be accepted by A & A Gas Services. However, this must be agreed in advance and is at the management discretion.

Terms & Conditions changes

We reserve the right to make amendments to this document at any period, we will notify you by email or letter the changes that have been made.

Your responsibilities

Address Changes

If you have moved to a new house, you will need to inform us as soon as possible. We may be able to transfer your agreement to your new address or if you ask us to, cancel it. Any new address will only become covered under the agreement once the boiler, controls and central heating system has been inspected and accepted by us.

Keeping us up to date

It's your responsibility to keep us informed of any changes to your contact details. This includes your telephone number, address or email. If you change your boiler or any part of the central heating covered by us, you need to inform us immediately, so we can check if we can continue to cover it. If we are no longer able to cover the new boiler or any parts, we may terminate our agreement.

Missing payments

Before we attend your property for a call out or repair, we may ask you to pay any outstanding payments which are due. If we are not able to recover payments due to us, then we reserve the right to cancel this contract with immediate effect.

Getting into your property

Work will only be conducted on your property if a person aged 18 or over is always present. Enabling our engineer's access to your property is your responsibility. If we are not able to gain access the work will not be completed, and you will have to contact us to arrange another appointment that is mutually convenient.

Authority to carry out repairs/work

You must give authorisation to us beforehand to carry out repairs/visits. If you can not be present, and it is not possible to gain access with keys to the property, you must ensure someone is there to give our engineers instructions on your behalf. It is then your responsibility to obtain any information passed to that person, from our engineer/office.

Working in dangerous or unsafe conditions

We will not start or continue any work in your property if we believe there is a health and safety risk. This could include, but is not limited to, hazardous materials, pet infestations or dangerous animals, verbal or physical abuse or general unsafe conditions. We will not return to carry out any work until the risk has gone.

If there is any asbestos which needs to be removed from your boiler or property before we can carry out repairs/work, then it is your responsibility to arrange and pay for someone to remove it. They will then need to give you a Certificate of Reoccupation as evidence to show us. This is paid for completely by you and is non-refundable by us.

Under warranty

If your boiler or system is under a third-party warranty, it's your responsibility to ensure that any work we do does not have an effect on that warranty.

Authorised contacts

If you wish for anyone other than yourself to be classed as an authorised contact who can make decisions based on your behalf, then you must advise us of this so we can make a note of this on your file.

Visiting you

Servicing

A service will normally be carried out within 14 days of you taking out this agreement, unless otherwise discussed with an engineer upon sign up and dependant on previous certificate expiry date. Subsequent services will take place on a 12 monthly basis and will be known as the annual service. We will contact you either by telephone, e-mail, or letter to arrange your annual service.

We will try to make contact up to three times, (telephone, email and letter) but if we don't hear back from you after the third time, we will not necessarily continue to make contact to arrange the annual service. You can contact us at any time to arrange the annual service yourself.

In periods where there is high demand for our service (for example, severe weather conditions) we will have to prioritise breakdowns. This may mean that we need to rearrange your service appointment with minimal notice.

If we are unable to make contact with you to carry out the annual service and subsequent damage occurs to your boiler and/or central heating system, then you may no longer be covered, and we will not refund your monthly fee.

Missed appointments

If no one is in or we are unable to gain access to the property at the agreed appointment time, then a £25 administration fee will be charged (at the discretion of the management).

Rental properties

Your tenants or letting agency can call us directly to arrange a visit. However, we will not conduct any repairs without authorisation from you or your agreed authorised contact.

Reasonable timeframe

We will always aim to conduct any repairs or visits within a reasonable time frame. Sometimes, there may be

situations beyond our control that may make that difficult. In these circumstances, we will let you know as soon as possible and will endeavour to arrange another time when we will be able to reschedule, which is mutually convenient.

During unprecedented times, such as endemics or pandemics, we will strictly adhere to all Government guidelines that have been put in place. This may mean restriction of things such as, but not limited to, non-essential travel or isolation periods. We may subsequently reschedule your appointment until a time when such restrictions have been eased or lifted.

Making repairs

Fees

There is no excess fee chargeable under this agreement. Repairs will only be conducted with authorisation from yourself and if the monthly fee has been paid by you.

Spare parts

We will provide parts and replacements that have similar functionality but not necessarily an identical make or model. On some occasions, we may need to use reconditioned parts. If we have agreed to cover a boiler but warned you that it might be difficult to find spare parts, we will do what we can, within reason, to repair it. You may provide parts that you have sourced yourself, if they been approved by us. This will mean that we will only take responsibility for our workmanship, not the part.

If we are unable to source parts, we will provide you with a quote to replace the boiler/system. (See end of life of the boiler – pg. 7)

Gaining access and making good

Your boiler should always be readily accessible for inspection and maintenance by our engineers, in accordance with manufacturing guidelines. This is also necessary to adhere to health and safety regulations.

We will not be held responsible for the repairs of any existing damage to the boiler or heating system, or your property. Nor will we replace/restore original surfaces or coverings, such as, but not limited to, floor coverings, décor, plants or grass.

Curved or designer radiators

Our contract does not include the supply or replacement of curved or designer radiators. We will however:

- Replace it with a standard radiator
- Install a curved or designer radiator which you have supplied, this will mean that we would only accept responsibility for the workmanship and no manufacturing faults of the radiator itself

N.B Designer radiators are defined by being of a particular design or made from a specialist material i.e., wood, cast iron.

Powerflush

We will advise you if we feel that your system needs a powerflush to remove sludge that has built up over time, in order for the system to work properly. This is not covered under this agreement and will be chargeable to yourself.

12 Month guarantee

We guarantee all work conducted by ourselves, whether that be repair or replacement, for 12 months from the date we conducted it.

Your statutory rights under the Consumer Rights Act 2015 and any laws that have replaced it, will not be affected. If you want further advise with regards to your rights, please contact Citizens Advice or Trading Standards.

General exclusions

Who can benefit from this agreement?

Only the occupants living at the address covered can benefit from this agreement.

Cash in lieu

We will not offer you cash instead of conducting repairs, replacements or the annual service.

Pre-existing faults

This agreement does not cover any faults or design faults that were there when you first took out this agreement or those that we told you about and you have not had fixed. We will not be held responsible for repairing any existing damage to the boiler or heating system.

Domestic use

This agreement only covers your property that is solely used as a domestic dwelling. This includes, working from home, renting etc. We will not cover a property that is used for commercial purposes.

Misuse or deliberate damage

We will not replace or repair any parts that have been deliberately damaged or misused. Our engineers will be able to use their expert knowledge to determine how the damage was done.

Damage caused by anyone else but us

If anyone else apart from ourselves carries out any work on the boiler or system and subsequently damages it, this agreement does not require us to put it right and rectify the damage. Any such work will therefore be chargeable, and you would be advised of the the cost of such repair prior to work being conducted.

Any other loss or damage

We are not responsible for any loss of or damage to your property, or cleaning of property, furniture, or fixings as a result of your boiler or heating system breaking or failing, unless we caused it. For example, damage caused

by problems with, or changes in the supply of gas, water or electricity.

Communications, internet, or software connections

We will not be held responsible for any loss or damage caused by malicious, unintentional or inappropriate interference to the internet connections or software/radio connection of the boiler and controls or device (i.e hive) or system covered by this agreement.

Making improvements

We will only cover the repair or replacement of your boiler, controls and system if so required when/if it stops working how it should. We will not cover any upgrades or improvements, for example – swapping standard radiator valves for thermostatic ones, swapping standard thermostats for a smart one (Hive), replacing radiators that are working or have external damage (rust not caused by leaks).

Any improvement or upgrade will need to be paid for separately by you.

End of life of the boiler

When a part that is required for a repair is deemed obsolete by the manufacture, A&A Gas will offer a £500 discount off a replacement boiler. No alternative offer will be available.

If the boiler fails its safety check and cannot be repaired, A&A Gas will offer a £500 discount off a replacement boiler. No alternative offer will be available.

Complaints

If you need to make a complaint, please:

- Email us at enquiries@aandagas.com
- Call us at 01908 803773

We pride ourselves on our rapport with our customers and strive to ensure that they received a five-star worthy service.

We take complaints very seriously and assure you that we will do our best rectify any issue immediately

or if we need more time, to keep you updated whilst we investigate in a timely manner.

If you are still not happy with the response you have received, please feel free to seek further advice from Citizens Advice or Trading Standards.

Cancelling your agreement

How to cancel

You can cancel your agreement, after the minimum 12 months has passed, either by emailing enquiries@aandagas.com or calling 01908 803773.

Cancelling within 14 days

We will cancel your agreement, without need for the first payment up to 14 days from receipt of your signed documents.

If your first direct debit has been taken during this time, this will be refunded to you.

If you have had any repairs/work conducted during this time you will be liable for covering the cost of that work at the current cost on our price list (which can be provided upon request)

Cancelling after 14 days

If you wish to cancel the agreement after this period, you will be contractually obliged to pay the minimum term of 12 months. If you cancel the direct debit after this point, this does not mean that you have cancelled the contract. This will be requested at time of your cancellation. If we are unable to obtain the remaining payments, we may seek legal advice.