

OUR PROMISE TO YOU. We aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or complaints about your agreement, please contact us on **01909 771100.**

Summary of our agreement. What the agreement provides.

- Labour and parts for repairs, depending on the level of service you have chosen.
- One Service and safety inspection in every year of your agreement for Gold, Silver and Bronze Star Central Heating Care.
- No limit to the number of call outs (Gold Star and Silver Star only) to carry out work included in your agreement. Bronze Star customers are allowed 4 call outs per year in addition to the annual service call (any further call outs will be the subject of a call out charge).
- Priority service (365 days a year).
- Advice about your system from engineers.

Brookhouse Gas Care Options. We base your agreement on the Brookhouse Gas Care options that **you choose** (described below).

GAS OPTIONS YOU MAY CHOOSE

A. What is included.

1. GOLD STAR CENTRAL HEATING CARE. This service is for maintaining and repairing a single wet (using water) or warm-air gas central-heating system in your home and includes the following:

- A full service of your boiler and system (except for parts of the system that aren't readily accessible and electric boilers). Please read the section called 'Safety and Maintenance inspection' for full details;
- Labour and parts if your system breaks down;
- Where we agree that your boiler is less than seven years old, a replacement boiler if we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved;
- If your boiler is seven years old or older, and it is not possible to repair it because, for example, spare parts are no longer available to carry out the repair or you choose to replace it at any time, however old it is you are entitled to a 5% discount off the full installation cost of a replacement boiler if you choose us to replace your boiler (**on top of any other offer which is available at that time**);
- All necessary Jet Flush work after your initial Jet Flush (which we charge you for). See the Jet Flush section.

2. SILVER STAR CENTRAL HEATING CARE. This is the same as Gold Star Central Heating Care, except that the labour and parts are for the boiler and controls only and the 5% discount does not apply.

3. BRONZE STAR CENTRAL HEATING CARE. This service is for boilers that we will not accept on our Gold or Silver schemes due to make, model, age or reduced availability of parts. You will receive an annual boiler service and labour for repairs to your boiler. **Any spare parts required will be chargeable but at our cost rate if we can obtain them at the time of the breakdown. Up to 4 call outs per year included in the plan.**

4. INTERNAL GAS SUPPLY. Any repairs to gas supply pipes within your home are only covered if you have a Gold Star agreement.

B. What is not included.

- Removing sludge or hard-water scale from the boiler or system (see Jet Flush section under Customer information).
- Replacing your boiler or unvented cylinder if it is seven years old or older.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Un-freezing of condensate pipes on condensing boilers
- Re-setting programmer/timers after power cuts or change over to/from British Summer Time
- Topping up pressure on combination or system boilers
- Tracing water leaks under solid floors
- Lifting and replacing any laminate, wood, carpet or any other fixed floor covering.
- **Please also see 'General exclusions'.**

GENERAL EXCLUSIONS. Your Brookhouse Gas Care agreement does not include the following.

Design or existing faults. The cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which could not be identified on initial inspection using reasonable care and skill.

Third-party or accidental damage. The cost of repairs relating to damage caused by you or someone else.

Consequential loss. Unless we are responsible for it, loss or damage to property caused by the appliance, boiler or system breaking down (for example, damage to furniture caused by water leaks). If we have to dig on your property, we will fill in any holes and leave the surface level but we will not necessarily replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility unless we have been negligent.

Normal insured risks. The cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. The cost of repairing damage caused by changes to, or problems with, the gas, electricity or water services. You should check your household insurance to make sure you

have enough cover for these risks.

Under all Brookhouse Gas Care options

- * Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier)
- * Improvements including work that is needed to bring your system up to current standards. Examples of improvements include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues which do not meet current standards, and replacing working radiators with improved models. (These are examples only, not a complete list.)
- * Replacing or repairing decorative or other parts which do not affect how the system or appliance works
- * Resetting controls (for example, thermostats and programmers following wintertime or summertime changes)
- * Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- * Removing asbestos associated with repairing the appliance or system
- * Cash alternatives for repair or maintenance
- * Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement
- * Replacing (where a repair is not possible) lead or steel pipes (other than for internal-gas supply customers where the gas-supply pipe from your meter to the appliance is included), including lead or steel pipes in taps.

ABOUT YOUR AGREEMENT

Domestic use. Brookhouse Gas Care agreements are only available for appliances in domestic use inside your home. If you own a domestic property which you let out, we will offer you a [Landlords Care Agreement](#) only - please see the Landlords Care section below.

Period of agreement. Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or prices. We may also cancel the agreement at any time as long as we give you reasonable notice of this. If you pay each year in advance (by cash or cheque) instead of by monthly standing order and cancel the agreement during that year, we will give you a refund based on how long is left of any 12-month advance payment. There will be a minimum payment for the year of £75.00 if we have done work or an inspection.

Start date. Your agreement begins when we process your application.

Initial safety inspection. If you choose Gold Star, Silver Star or Bronze Star Central Heating Care, we will inspect your system or appliance (or both) to make sure they are safe and in good working order. Your Brookhouse Gas Service Engineer will fill

in an Initial Safety Inspection check list to show you what he or she has checked. We will normally do this inspection within 28 days of the beginning of your agreement where possible but, as we give priority to breakdowns, it can be late if we are busy. If the inspection reveals a problem, we may:

- * tell you what work is needed and what it will cost you for that work to be done
- * offer you an agreement from the section 'Gas options you may choose' which will not include the parts causing the problem; or
- * cancel the agreement and refund your money.

Service and inspection. We will normally carry out the service and safety inspection at the same time as the initial inspection. After that, we will normally carry out a service and safety inspection once in every year of your agreement. We will aim to carry out the safety and maintenance inspection around the same time each year where possible, depending on our workload and your appointment preferences. As long as we can get into your home, we will always make sure that we check that your system is safe. You can also call us at any time to arrange or rearrange your safety and maintenance inspection.

Cancellation. We will cancel your agreement if:

- * you have given false information;
- * you do not make an agreed payment;
- * we find something wrong at the initial safety inspection;
- * we are not reasonably able to find parts to keep your system or appliance working safely; or
- * circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

If we cancel your agreement, we will:

- * for gas options, give you a full refund if we find something wrong at the initial safety inspection; or
- * give you a refund based on how long is left of any 12-month advance cash, cheque payment.

There will be a minimum payment of £75.00 a year if we have done work or an inspection. You may cancel your agreement within seven working days starting from the day after you receive written confirmation of your agreement with us and you will receive a full refund of any money paid (as long as we have not done any work). You may also cancel your agreement immediately, either after us letting you know about changes in prices or terms and conditions, or if we fail to do something which we should have done. In this case, you will receive a refund based on how much time is left of the relevant 12month period or, if you agree, we will put things right and continue the contract. You may cancel your agreement at any time. If you do so after we have done an inspection or other work, and you have paid less than £75.00 in the last 12 months at the time you cancel, we may charge you an extra amount which brings your total payments under the agreement to £75.00 when we have done an inspection or other work.

Spare parts. If we do not carry the spare parts your repair needs on the day, we will do all we reasonably can to find parts from our suppliers. We cannot be held responsible for any delay in the supply of parts although we will do everything possible to obtain them in a reasonable time. We may use an approved alternative or parts that have been reconditioned

by the original manufacturer.

Labour. One of our engineers will always carry out the work at this moment in time. In some cases in the future we may need to authorise a suitably qualified contractor to carry out the work.

Approved equipment. We provide service options for appliances, energy management systems and plastic pipes which are on our approved list.

Landlord's Service Care. Landlord's safety records. This service is available to landlords who let out properties for domestic purposes

Legal requirements. By law, landlords must have gas appliances in properties they let checked for safety every 12 months. They should also hold a Gas Safety Record as proof.

Our service. We can carry out the inspections that are needed at the same time as the safety and maintenance inspection. We will only check and issue a Gas Safety Record for the appliances that are included on either your Gold Star, Silver Star or Bronze Star Central Heating Care (whichever applies) agreement. Any other gas appliances in the rented property can be individually serviced or safety-inspected for an extra cost. After the necessary inspections on the selected gas appliances, we will then give you, in writing (for a small extra fee unless you have Landlord's Care which includes this cost), a Gas Safety Record, showing that we have done a safety inspection, which will include details of any faults we have found and any repairs that are needed.

Gaining access to your property. It is your responsibility to let us into your property. If we cannot gain access to your property to carry out the necessary work, we will tell you and arrange another appointment. If, after several attempts, we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

Third-party rights. Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

Our responsibilities. We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

CUSTOMER INFORMATION

Useful telephone numbers. In the event of a breakdown, call **01909 771100**.

For all other questions, or if you are moving home, you should contact us on **01909 771100**. (We do not automatically transfer this agreement to your new home, so you need to contact us to discuss your options.)

Ways to pay There are a number of different ways for you to pay. You can pay by monthly direct debit, annual cheque or cash.

CENTRAL HEATING IMPROVEMENTS

Replacing your boiler. The Energy Savings Trust recommends that gas central-heating boilers are replaced every 15 years. While boilers older than this can often still work properly, their effectiveness and efficiency becomes reduced. Technological advances mean that today's boilers, if regularly serviced, have significantly improved efficiency, performance, reliability and safety features. Every new boiler we sell is at least 76% efficient ('A' rated condensing boilers over 90%) - this compares with boilers over 15 years old, which have an average efficiency of around 65%.

Upgrading the system and energy-efficiency improvements. If you ask us to improve your system (for example, by adding new controls, we will give you a 5% discount and a two year guarantee.

Jet flush. Jet flush is a way of removing sludge and other waste matter from central-heating systems. We may also suggest you correct any design faults which might cause the problem to return. This work can increase the life of your system, and improve efficiency.

When a repair is needed due to sludge (for example, damage to the pump, valves or radiators) we will complete this job, at no extra cost, as long as we have not already told you that you need a Jet flush or similar procedure. Our engineer will also tell you what other work is needed to avoid further problems, or offer you a different Brookhouse Gas Care option. If we recommend that you carry out a Jet flush we will charge you to carry out this work. Once it is finished, there will be no charge for any future Jet flush work that may be needed as long as you keep a continuous Gold or Silver Star Central Heating Care agreement with Brookhouse Gas Services Limited at that property and as long as any work to correct design faults are carried out by us.

Guarantees. Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a citizen's advice bureau or trading standards department.

If you smell gas. Phone the free Transco emergency service immediately on **0800 111 999**.

DECLARATION. I have read the above terms and conditions and I fully understand and agree to the conditions specified.

**I would like to take out the Service Plan.
I would like to pay MONTHLY / ANNUALLY by DIRECT DEBIT / CHEQUE / CASH.**

Signed.....Dated.

