

Terms & Conditions for your Gasworks Careplan agreement

Our promise to you

Gasworks aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or concerns about your agreement, please contact, **Southampton 02380 783031, Hythe 02380 840257 or Winchester 01962 877735** or visit a “showroom” at

299 Shirley Road, Shirley, Southampton SO15 3HU

4 Merrimead Parade, Beaulieu Road, Dibden Purlieu SO45 4PY

Definitions

Wherever the following words and phrases appear in these Terms & Conditions, they will have the following meaning:

- **Home** means your place of residence being your private domestic dwelling and any covered garage connected to your place of residence. Excludes outside areas, including your gardens, lawn, outbuildings, borders and driveways.

What your agreement includes:

- **'Parts and Labour'**
Subject to the terms of your agreement. Under the Gold cover option a fixed fee for every completed repair, including related faults is payable. Gasworks will normally ask for your payment details (credit/debit card) at the same time that we book your job.
- **One Annual Service** in every year of your agreement for Central Heating Care, Boiler and Controls, Gas Appliance Care, Gas Appliance Check. Please read the sections called 'Annual Service and First Service' for full details.
- No limit to the number of call-outs to carry out work included in your agreement. (subject to our Fair Usage Policy)
- **Parts and Labour (see Gasworks Care Options)**
- **Priority service**
- **Getting to your system** (where shown).
- **Advice** about your system from our engineers, during your visit or at our showrooms.

Gasworks Care Options

You should also read the 'General exclusions' section in this leaflet.

- **Diamond Care**
Includes Central Heating system, Boiler, Controls, Hot Water Cylinders, parts & labour, the annual boiler service, a visual safety inspection of all other gas appliances within your home and priority service
- **Gold Care** Includes Central Heating system, Boiler, Controls, Hot Water Cylinders and all other gas appliances, the annual boiler service, a visual safety inspection of all other gas appliances within your home and priority service. (Parts and labour for repairs or call-outs are not included)

1 Gas services

A. What is included:

1.1 Central Heating

This service is for maintaining and repairing a single boiler and wet (using water) or warm-air gas central heating system (or an electric/solar system if Gasworks installed it) in your home.

The service includes:

- An Annual Service of your boiler and system (except electric boilers and parts of the system that aren't easily accessible). Please read the section 'Annual Service and First Service' for full details.
- Warm air vents. For warm air units only.
- All necessary PowerFlush work after your initial PowerFlush (which we charge you for). See the 'PowerFlush section in this leaflet.
- Parts and labour as per your CarePlan type (subject to limitations as listed)

Age limitations.

- If Gasworks agree that your boiler, cylinder or appliance is less than seven years old, we will provide a replacement unit if it is not possible to repair it because, for example, we decide that it would cost more to repair than to replace it with a suitable new unit we have approved.
- If your boiler, cylinder or appliance is seven years old or more, and it is not possible to repair it or you choose to replace it at any time (however old it is), as a Gasworks care plan customer, you are entitled to a discount on the cost of installing a new unit if we replace it.
- All boilers, cylinders and components up to 12 years of age, as long as all the essential working parts are available, it has been installed to ALL current regulations, and we have approved it.

1.2 Response

This service provides convenient time slots for your Annual Service and enhanced response times for Care plan appointments, where you have no heat or no hot water, under your Gasworks care plan.

What is included:

- In case of a repair, if you have either no heat or no hot water we will be with you within 24 hours, if you call us before 10am (within our standard working hours) whenever possible. (subject to weather or adverse conditions)
- For your Annual Service we will arrive Monday to Friday, between 8am and 6pm;
- Gasworks, will call you up to an hour before your visit if required, please request this service if required

B What is not included:

- Time Choices. We will meet our guarantee under your Gasworks agreement unless it is impossible for us to do so because of external forces beyond our reasonable control such as fire, accident, war, adverse weather conditions, sickness, illness, industrial strikes and lockouts which we are not directly involved in.

1.3 Boilers

Gasworks will service your main heating boiler or allocated appliance annually. This service is the same as Diamond Care, except that the 'Parts and Labour' (as per your agreement) are for the boiler and controls only.

1.4 Other Gas Appliances

Gasworks will service, maintain and repair fires, water heaters, wall heaters and cookers in your Home for an additional cost

The Care Plan Service Includes;

- One Annual Service of each appliance covered with Gold Care plan agreement.
- Preferential rates on replacement parts.
- Visual inspection of any other gas appliance.
- Additional servicing on other appliances at a discounted rate.
- 'Parts and Labour' are on Diamond plan only (as per your agreement) if your appliance needs repair.
- Also see 'general exclusions'

1.5 Gas Appliance Safety Check

This service is for maintaining, fires, water heaters, wall heaters and cookers in your home.

The service includes:

- One Annual Service of your Boiler in every year of your agreement.

This service does include:

- 'Parts and Labour' (as per your agreement) with Gold Care, You can choose to have extra work done under Gold care, but **you will have to pay for the Parts and Labour used.**

1.6 Internal gas supply

This service is for repairing all gas-supply pipework inside your Home, between your meter and any appliances as long as you have Diamond care- This does not include upgrading the pipework to comply with current gas regulations, blockages, accidental or malicious damage and gas meter issues.(excludes iron and lead pipework).

1.7 Magnetic filters and scale reducers

Gasworks will repair and maintain any magnetic filters and scale reducers (if we have installed it) under your agreement. We will also clean out the filter on your magnetic filter as part of the Annual Service.

1.8 Gasworks Care for Landlords

This service is available to landlords who let out properties for domestic purposes and is the same as Care plan options, plus it includes a Gas Safety Record.

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.

B. What is not included:

- Removing sludge or hard-water scale from the boiler or system (see the 'PowerFlush section).
- All boilers, cylinders, parts and components that are damaged or faulty due to scale, sludge or corrosion.
- Replacing your boiler, cylinder or components if it is seven years old or more.
- Repairing or replacing appliance flues or chimneys.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
- Please also see the 'General exclusions'.

2 Plumbing Plan services

Plumbing (if applicable)

This service is for repairing or replacing inside your Home:

- your cold water storage tank; (excludes steel tanks).
- central heating water pipes if there is a water leak;
- radiator valves;
- hot water cylinders and immersion heaters; (as long as they are installed to the manufacturer's instructions and industry regulations and standards).

This service includes:

- A Maintenance Inspection to check for water leaks on your internal pipework, valves and hot water cylinder once in every continuous two-year period in which you hold this agreement with us.
- If you are a Diamond customer, this service includes a Maintenance Inspection every year (at the same time as your Annual Service for your central heating system).
- 'Parts and Labour' (as per your agreement).

What is not included

- Repairing or replacing taps and washers in taps.
- Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, macerators such as Saniflo, and electrical units for toilets.
- Repairing or replacing any lead or steel pipes. Please also see the 'General Exclusions'.

4 General exclusions

Your agreement does not include the following:

4.1 Design or existing faults

Gasworks will not include the cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement or which we could not identify on our First Service or inspection of that particular system or appliance using reasonable care and skill.

4.2 Third-party or accidental damage

Gasworks will not include the cost of repairs relating to damage caused by you or someone else.

4.3 Consequential loss

Unless Gasworks are responsible for it, we will not include loss or damage to property (including any cleaning needed) caused by the appliance, boiler or system breaking down or leaking (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.

4.4 Normal insured risks

Gasworks will not include the cost of repairing faults, or damage caused by freezing weather conditions subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks.

4.5 Other

We will not include the following:

- Repairs and or call outs within the first 28 days of a Care Plan start date
- 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 these improvements include replacing parts such as flues or vents that do not meet current standards, (these are examples only, not a complete list). You may need to have improvements carried out before we are able to complete other repairs to your system.
- Upgrades which you may want to have carried out to improve your system. Examples of upgrades include replacing working radiators with improved models, (these are examples only, not a complete list.)
- Replacing or repairing parts that do not affect how the system or appliance works or decorative or specialist parts (for example, ceramic(s) set(s) on gas fires).
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer).
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, and air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. Gasworks will only tell you this if, in our expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or 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 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.
- Repairing or replacing any lead, steel or iron central heating pipes
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Commencing and/or continuing services where we reasonably consider that there is a Health & Safety risk including: the presence of; hazardous materials; infestations; or harassment of our personnel including verbal or physical abuse. We will not recommence work until the Health & Safety risk has been rectified to our satisfaction.
- Repairs that are required due to, or caused by, the build-up of sludge, scale or other debris, or where we have previously advised you that your system requires a PowerFlush; or similar cleaning procedure and you did not have the procedure conducted in a timely manner.

5 About your agreement:

5.1 Domestic use

Gasworks Care plans are only available for appliances used inside your home for domestic purposes. If you own a domestic property which you let out, we will offer you a Landlord agreement.

5.2 Service coverage

There are a few areas where we do not provide Gasworks Care plans. If this affects you, we will tell you when you apply.

5.3 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.

Please read the section 'Minimum charges' below.

5.4 Start date and payment

Your agreement begins when we process your application. Following your first payment(usually by Direct Debit), payments for your agreement will fall due monthly.

If you choose to pay by cash, cheque or credit card we may charge you a small administration fee for processing your payment. With Gold Care options an additional fee is payable for each repair, including related faults. We will normally ask for your payment details (credit/debit card) at the time that we book your job.

5.5 Moving home

If you are moving home, please notify us as soon as possible about any change of address. Once we receive new address details from you for your new home we can transfer your agreement to this new address. Gasworks will arrange a First Service for your new home (please refer to First Service and Annual Service sections below).

5.6 First Service

Gasworks will inspect your gas central heating system or gas appliance (or both) to make sure they are safe and in good working order. This initial inspection is chargeable at our standard rates. Your Gasworks service engineer will fill in a safety inspection checklist to show you what he or she has checked. We will normally carry out this service within 28 days of the beginning of your agreement where possible. However, as we give priority to breakdowns, it can be later if there is a lot of demand for our services. If the service 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 services', which will not include the parts causing the problem; or
- cancel the agreement and refund your money.

We will not carry out a First Service if we have already carried out an Annual Service at the property within the last 12 months.

5.7 Annual Service

Gasworks will normally carry out the Annual Service for gas options at the end of each contract year. If we do not carry out a First Service because we have already carried out an Annual Service at the property within the last 12 months, we will normally arrange for your First Service around 12 months from the date we last serviced the system or appliance.

After that, for the gas options, we will carry out an Annual Service each year. This date will depend on our workload and your preference for an appointment. As long as we can get into your home, we will always make sure we check that your system or appliance is safe. You can also call us at any time to arrange or rearrange your Annual Service if it is due.

5.8 Landlord's safety records

Gasworks can carry out the inspections that are needed at the same time as the Annual Service. We will only check and issue a Gas Safety Record for the gas appliances that are included on your Gasworks Care agreement. We can inspect for safety or service any other gas appliances in the rented property for an extra cost. After the inspections on the gas appliances, we will then send you 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 needed. If you or we cancel your agreement after we have provided a Gas Safety Record, we will not refund our fee for providing the Gas Safety Record.

5.9 Gaining access to your property

Gasworks will let you know when it is time to carry out a service. It is your responsibility to arrange appointments and to let us into your property. If we cannot gain access to your property, we will be unable to carry out the necessary work. If this happens, we will tell you so that you may arrange another appointment. If you do not arrange an appointment or we cannot gain access, your agreement will continue even though we have been unable to carry out the service. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

We reserve the right to charge for any wasted calls or where the customer has not given at least 24 hours' notice to cancel the visit, at our standard hourly rate.

5.10 Cancellation

You can cancel your agreement by writing to us at Gasworks Limited, Care Plan Dept, 299 Shirley Road, Shirley, Southampton SO15 3HU

Gasworks may cancel your agreement in the following circumstances:

- If we give you reasonable notice
- If you have given false information.
- If you do not make a payment.
- For gas options, if:
 - we find something wrong at the First Service; or
 - we have advised you that permanent repairs or improvements are needed to make sure your appliance or system works properly, and you do not follow our advice within a reasonable period. This advice may include replacing your boiler or system.
- If we are not reasonably able to find parts to keep your system or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we cancel your agreement, we will:

Because we have told you that permanent repairs or improvements are needed, we may offer you another agreement with us, for example one which will not include the parts causing the problem, or does not include the cost of repairs to your system, boiler or other gas appliances.

5.11 Fair Use Policy

Under our Fair Use Policy we may cancel or downgrade your agreement when you make inappropriate or unfair use of your agreement. The objective of the Fair Use Policy is to ensure that our services are available for fair use by all our customers.

5.12 Minimum charges

You must cancel your agreement as described in the 'Cancellation' section above, if you cancel your agreement, we may charge you an amount to bring your payments, in the last 12 months, up to the amount set out in the table. This will depend on when you cancel. The minimum charge covers the costs we have had to pay but which we have not yet reclaimed at the point you cancel. It includes things such as our costs of carrying out services, dealing with repairs, our organisational costs or the costs of dealing with your agreement with us (or all the above).

Gasworks Gold Plan

If you are in the first year of your agreement

Up to £120 Minimum Charge

Gasworks Diamond Plan

If you are in the first year of your agreement

Up to £180 Minimum Charge

All subject to the administration Fee

Up to £50 Minimum Charge

5.13 Safety advice

Gasworks may advise you that permanent repairs or improvements are needed to make sure your appliance or system works safely (for example, to comply with gas safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations under your agreement. In this case, your agreement will continue to run unless you tell us you would like to cancel or if we cancel the agreement (see 'Cancellation').

5.14 Spare parts

If Gasworks do not carry the spare part(s) to repair your boiler, system or appliance needed on the day we may have to order the parts from one of our suppliers.. This means we are reliant on the stocks of others to provide the parts to which we have no control. We will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer.

5.15 Labour

One of our engineers will usually carry out the work. In some cases we may authorise a suitably qualified manufacturer to carry out the work. We may also use authorised sub-contractors where appropriate.

5.16 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.

5.17 Our Responsibilities

Gasworks will meet our responsibilities under your Care Plan agreement within reasonable time unless it is impossible because of circumstances outside our control.

5.18 Guarantees

Gasworks guarantees all parts for 12 months from date of repair. Labour is 28 days. Any guarantees do not affect your legal rights under the Sales of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

6 PowerFlush

Gasworks use our PowerFlush to clean the system to remove sludge and other waste from central heating systems.

If we recommend that your system needs cleaning through with a PowerFlush Machine, Gasworks will charge you to undertake this work. Once it is finished, there will be no charge for any future PowerFlush work that may be needed, as long as you keep a continuous Diamond or Platinum agreement at that property. Our engineer will also advise you what other work is needed in order to avoid future problems. We may suggest you correct any design faults that might cause the problem to return.

When a repair is needed due to sludge or scale (for example damage to pump, valves or radiators) and we have not already told you that you need to flush and clean your system with PowerFlush or a similar procedure, we will attempt to carry out a repair (excluding the use of PowerFlush) and will do so at no extra cost, however the Powerflush will be required to cover any parts replaced that malfunction due to sludge at a later date, if a Powerflush is not undertaken soon after any problem relating to system corrosion is identified, all parts and labour will be chargeable.

7 Using personal Information

Information you provide or we hold about you (whether or not under our contract or contracts with you) may be used by us or our agents to:

- identify you when you **contact us**;
- help identify accounts, services and products which you could have from us from time to time (we may do this using an automatic scoring system, which uses the information you have provided, any information we hold about you and information from other agencies, including credit-reference agencies);
- help run and contact you about the improved running of any accounts, services and products we have provided before, or provide now or in the future (we may contact you by email or text message if you have given us these contact details);
- create statistical and testing information and carry out marketing analysis and customer profiling (including using information about what you buy from us and how you pay for it, for example usage rates and any discounts we have offered you – these are examples only and not a complete list);
- help to prevent and detect fraud or loss; **and**
- Contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by Gasworks.

We may allow other people and organisations to use information we hold about you:

- to provide services you have asked for;
- as part of the process of selling one or more of our businesses;
- Help to prevent and detect debt, fraud or loss. In addition, if you have failed to pay us, in which case we may transfer your debt to another organisation and provide them with details about you and that debt;
- if we have been asked to provide information for legal or regulatory purposes;
- as part of current or future legal proceedings; or

We may pass your address, property and postcode, and details of your gas appliances, flue, hot water cylinder, system controls and electrical installations (including details of any repairs or removals), to organisations that supervise these activities including the Gas Safe Register. These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits, and for health and safety purposes. Where appropriate, we will give you or the property owner (or both) a certificate to show that your appliances and so on meet building regulations. Your information may be used for training purposes. We may also monitor and record communications with you (including phone conversations and e-mails) for quality assurance and to make sure that we are meeting our legal and regulatory requirements. Gasworks will check your details with one or more credit-reference and fraud-prevention agencies to help us make decisions about your ability to make payments and the goods and services we can offer you. Gasworks will search at credit-reference and fraud-prevention agencies for information about you and all the people you are applying with – if you are providing information about others on a joint application, you must make sure they agree that we can use their information to do this. If you provide false or inaccurate information and we suspect fraud, we will pass your details to credit-reference and fraud-prevention agencies. Law enforcement agencies (for example, the Police and Her Majesty's Revenue and Customs) may use this information.

We will use the information provided to us by credit-reference and fraud-prevention agencies to:

- help make decisions about credit or credit-related services for you and anyone applying with you;
- check your identity;
- Prevent and detect fraud and money laundering; and manage your account.

When credit-reference agencies receive a search from us they will record this on your credit file whether your application is successful or not. The information which we and other organisations provide to the credit reference and fraud prevention agencies may be supplied by credit reference agencies to other organisations and used by them to perform similar checks. Organisations may access and use the information recorded by fraud prevention agencies from other countries. If you want to see what information credit-reference agencies hold about you, you can contact the following three credit-reference agencies currently operating in the UK. The information they hold may not be the same, so it is worth contacting them all. They will charge you a small fee.

Call Credit

Consumer Services Team,
PO Box 491, Leeds LS3 1WZ
Phone: 0870 060 1414

Equifax PLC

Credit File Advice Centre,
PO Box 3001, Bradford BD1 5US
Phone: 0870 010 0583
Website: www.myequifax.co.uk

Experian

Consumer Help Service,
PO Box 8000,
Nottingham NG80 7WF
Phone: 0870 241 6212
Website: www.experian.co.uk

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 their personal information to be used in the way we have described. If you give us sensitive information about yourself or others (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) to us processing this information in the way set out in this document.

If you do not want your details to be used (other than for credit referencing reasons) please indicate by ticking the box.