

Xgas Care Plans terms and conditions

1. SCOPE OF SERVICE CONTRACT

Xgas will provide the level of cover as set out below in respect of the private domestic central heating system.

1. IMPORTANT POINTS

- 1.1. Our care plans are not an emergency cover.
- 1.2. We do not offer cover for evenings, weekends or bank holidays.
- 1.3. Limited cover between Christmas and New Year.
- 1.4. We will endeavour to attend priority breakdown calls within 24 hours of initial call (Monday - Friday).
- 1.5. To activate the care plan a take on visit will need to be booked for one of our engineers to service the boiler and inspect the system. Should our engineers deem the Boiler/system unsuitable, a service or call out charge will apply.
- 1.6. Work required identified during the take on visit to bring the system up to the required standard will be chargeable.

2. DEFINITIONS & SCOPE OF COVER

2.1. COMPLETE SYSTEM CARE PLAN COVER

The central heating boiler including all components within the boiler casing including the appliance isolating valves together with the internal or external circulating pump, thermostatic radiator valves, motorised valves, radiators and central heating pipework, timers/programmers and room/cylinder thermostats. excluding hot water cylinders and flue systems.

2.2. COMPLETE BOILER CARE PLAN COVER

All components within the boiler casing excluding the flue system and external controls.

2.3. SYSTEM ONLY CARE PLAN COVER

All components external to the central heating boiler, including external circulating pump, thermostatic radiator valves and central heating pipework, timers/programmers and room/cylinder thermostats, motorised valves, radiators, excluding hot water cylinders and flue systems.

2.4. BOILER SERVICE CARE PLAN COVER

This cover includes a service or safety check on the boiler and does not include the cost of parts and labour.

2.5 PLUMBING COVER

All hot and cold, waste and soil pipework in the property, wastes and traps, ball valves, fill valves & flush valves – excluding taps, showers, main stopcock & pipework below ground or buried in the fabric of the building (concrete floors, solid walls & voids), cast iron, lead or copper soil & waste pipework.

2.6 VENTED CYLINDERS AND TANKS

All copper, stainless steel cylinders and plastic domestic and central heating tanks, excludes galvanised or asbestos / cement tanks.

3. LEVEL OF COVER

3.1. PRIORITY ATTENTION –

Xgas will endeavour, subject to workload and labour availability, to call the same day (Mon-Fri, exc bank holidays, etc) in response to any breakdown or failure of the central heating system.

3.2. SAFETY CHECK

At the same time as the annual service visit a Service Engineer will check the safe operation of the appliances specified.

3.3. ANNUAL VISIT

A Service engineer will inspect the appliances specified once a year and clean and adjust them as necessary.

3.4. BREAKDOWN FREE LABOUR AND PARTS

No charge will be made in respect of labour or parts and materials used in repairing any reported fault, unless not included under the care plan.

4. TAKE ON VISIT

4.1. When you have applied to join an Xgas care plan, an engineer will attend your property to carry out an annual boiler service and system health & safety inspection. We will endeavour to carry out your take on visit within 4 weeks of your application.

4.2. During the Take on Visit we will need to inspect all aspects of the system you wish to be covered under the contract so access will need to be made to accommodate this. If this is not possible this may result in delays and additional charges for additional Take on Visits.

4.3. Should any part of your appliance or system be deemed unsafe or not to the required standards at the point of the Take on Visit, we will charge the customer the Take on Visit cost only and make any recommendations required via written quote. If these works are completed by the company, we can then look to accept the customer onto their chosen plan or offer a different plan if possible.

4.4. For larger properties, or properties with significant numbers of heating controls, Xgas may offer a custom pricing structure to suit that system, to ensure the customer's needs are met. The engineer on site will make this clear on the Take on Visit if required.

5. PERIOD OF SERVICE CONTRACT

5.1. The Service Contract is valid for one year from the date of the service.

5.2. If paying monthly a minimum of 12 monthly payments are required, in any one year.

5.3. If the monthly direct debit is cancelled during the contract period, the outstanding will be invoiced for full payment.

6. PAYMENT & RENEWAL

6.1. Payment for the Service Contract is made by a recurring annual payment or monthly payments. All payments are collected via Direct Debit with GoCardless.

6.2. The renewal date of the Service Contract will be the yearly anniversary of the date the Service Contract was first taken out. Notification of the renewal will be sent in advance.

6.3. Xgas, at its discretion, may refuse to offer renewal of any Service Contract.

7. CHANGE OF OWNERSHIP

7.1. If the ownership of the premises in which the appliance(s) covered by this Service Contract changes the new owner shall have the benefit of the Service Contract for the remainder of the period for which the payment has been paid.

7.2. No refund will be made for the unexpired part of any Service Contract.

8. PROVISION OF SPARE PARTS

8.1. Xgas may supply and fit adequate replacement parts or components which are not the same as the parts being replaced.

8.2. Xgas shall not be held responsible for any delay in the provision of spare parts by suppliers.

9. REPLACEMENT OF CENTRAL HEATING APPLIANCE OR OTHER APPLIANCES

This Service Contract does not include the replacement of the central heating appliance or other appliance(s) in the event of spare parts or components not being reasonably available. Or the unreliability of the appliance.

10. CONDITION OF THE CENTRAL HEATING SYSTEM OR OTHER GAS APPLIANCES

10.1. Acceptance of a central heating system or any other appliance(s) or system components onto a Service Contract does not imply that it is installed satisfactorily or to the prevailing standards of Xgas will not accept responsibility for any inadequacy attributable to the original design and makes no warranty as to fitness for purpose or condition.

10.2. At the time of the take on visit, Xgas reserves the right to cancel the Contract and refund any monies paid for reasons of safety, accessibility for servicing or nonavailability of spare parts.

11. USE OF SUB-CONTRACTORS

Xgas reserves the right to use subcontractors to carry out all or any part of the services provided under this Service Contract.

12. LIMITATION OF OBLIGATIONS

Xgas shall not be liable if it is unable to carry out its obligations under the Service Contract due to industrial disputes or force majeure. Xgas shall not be liable for the cost of temporary secondary heating. Or any expenses or temporary accommodation costs.

13. EXCLUSIONS (PLAN DEPENDANT)

The following are excluded from this Service Contract:

13.1. Adjustment to time and temperature controls.

13.2. Call outs during the evening, weekends and bank holidays (all plans)

13.3. The whole flue system or any part of the flue system and its connections/seals

13.4. Replacement of unvented cylinders (unless this option has been added on contract commencement)

13.5. Electrical elements in radiators.

13.6. The gas supply pipe and the size of the pipe.

13.7. A replacement boiler if the existing boiler is beyond economical repair

13.8. Replacing or topping up your system inhibitor unless we've removed it

- 13.9. Plumbing work to hot, cold or wastewater pipes. (unless plumbing cover added)**
- 13.10. Plumbing items such as showers and taps**
- 13.11. Resetting your controls or replacing the batteries**
- 13.12. Any parts that are designed specifically for underfloor heating**
- 13.13. Supply of curved or designer radiators**
- 13.14. Costs arising from the failure of the appliance or a component under the cover, including damage caused by water leaks.**
- 13.15. The replacement of decorative parts.**
- 13.16. Any defect or adequacy attributable to the original design of the gas central heating system/appliances.**
- 13.17. The fabric of the building or pipework and flue pipework buried in it.**
- 13.18. Any defect caused through malicious or wilful action, negligence or third-party interference.**
- 13.19. Any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost/ice, impact, ingress, adverse and/or prolonged weather conditions or other extraneous cause.**
- 13.20. Consequential damage or loss arising as a result of a defect occurring in the central heating appliance, system or the appliances unless such a defect damage or loss is attributable to the negligence of Xgas.**
- 13.21. Any defect or damage occurring from a failure of the gas, electricity or water supply.**
- 13.22. Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or an ingress of silt/debris from the water supply main e.g. boiler noises, debris, blockage.**
- 13.23. Damage caused by internal corrosion.**
- 13.24. The routine refill / top-up of sealed systems.**
- 13.25. Damage to components caused by central heating system debris or by poor quality heating water or lack of system inhibitors. Additional system inhibitor chemicals are at extra cost.**
- 13.26. Redecoration, plastering, painting, lifting or replacement of flooring or floor coverings due to consequential damage following a component, pipework or fitting failure.**

14. Annual Appliance Servicing

- 14.1. The company will contact the customer the month before an annual service is due and it will be the customers responsibility to reply to the company to arrange a suitable time and date for the company to carry out a service. The customer will be contacted twice by the company for this to be arranged.**
- 14.2. An annual service should be aimed to be completed around the 12-month anniversary but we do allow a 25-day window for it to be done before or after the anniversary date.**

14.3. If the annual service is missed by the customer a refund will not be given.

14.4. In periods of high demand for our services (such as cold weather), we will prioritise breakdowns and may need to rearrange your annual service. We will make this clear when you contact us initially to book a service visit if we are experiencing a high amount of breakdown call outs.

14.5. The Take on Visit will incorporate an annual service, so the anniversary date will be set from that visit.

15. Making Repairs

15.1. As a contract customer upon calling us out for a repair we will prioritise your job over our noncontract customers especially if you have vulnerable people living at your address. Do let us know when you make the call if this is the case.

15.2. An engineer will attend the customers property as soon as possible to diagnose the fault and make any needed repairs on that visit if possible.

15.3. If we do not carry the spare parts your repair requires on that visit, we will endeavour to find parts from our local suppliers in day. If not, we will order them up through our suppliers and a return visit will be booked directly with the engineer and a timescale given.

15.4. We may not always be able to replace parts like-for-like and therefore may use an approved alternative or standard range of product. For example, parts may not always be the same design or colour as the original. If you wish to provide your own parts, we will fit them under the terms of the contract but they must be new and un-used and be from a reputable source. In this instance we will not guarantee the parts but only our workmanship.

15.5. Should we find any boiler parts to be obsolete mid-contract we will not be able to carry out the associated works and we will instead provide a quotation for a replacement boiler. No refund will be given on the contract if this occurs.

15.6. If there are 3 or more repairs required on an appliance within any 12-month contract period, it will be deemed beyond economic repair. If an appliance will cost in excess of £400 to repair in parts and labour it will be deemed beyond economic repair. In these circumstances, the company will provide a quotation to replace the boiler with a £400 discount applied.

15.7. All visits will be made within reasonable timeframes and customers will be kept informed of any changes made to timeframes in extreme circumstances. We will not be responsible for delays caused by our suppliers and/or their agent

16. During your Contract Term

16.1. If any third parties make repairs to the customers appliance and/ or system during the contract these will not be covered by the contract. In this instance the company must be informed as soon as possible so we can inspect the work has been done to a good standard which will be based on our engineer inspection.

16.2. If any third party has made any upgrades to the customers appliance and/ or system. For example, upgrading to a Smart thermostat; the customer must inform the company as soon as

possible so we can inspect the work has been done to a good standard which will be based on our engineer inspection.

16.3. If any works are carried out on the customers appliance and/ or system by a third party and the workmanship is of poor standard or the parts are not genuine approved parts this may result in the contract being cancelled under our cancellation policy. In this instance a quote will be provided to remedy the third party works.

16.4. If during your contract a regulation has changed, we may tell you that your appliance or system needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. For example, if your ventilation or fluing doesn't meet current gas safety regulations. If you don't follow this advice, it may affect your contract and give us cause to cancel it on renewal. In this instance advice and a written quote will be given to rectify any issues that arise.

16.5. All parts we fit under your contract will be covered under a standard 12 month guarantee from our supplier, if a part needs replacing under its guarantee but your contract has terminated with us. We can supply the part to you free of charge but will need to charge our standard hourly labour charges to cover this cost.

17. Your Responsibilities

17.1. The customer must keep us informed of their most up to date contact information for us to keep our database up to date and also to assist us in sending out service reminders.

17.2. If a customer moves home, they will need to tell the company as soon as possible. We can then cancel your existing contract with any pro-rata payments refunded or collected in line with our cancellation policy. We may be able to continue the contract subject to a further Take on Visit being arranged on the new property.

17.3. Our engineers will only work on your property if there's someone 18 years old or older there at all times during the visit.

17.4. It's the customers responsibility to give us access to the property and to parts of the system we need to work on. If we can't get access, it will be the customers responsibility to arrange another appointment. A no access email will be sent to the contact email address we have if we can't access the property.

17.5. The customer gives us full authority to carry out work if they are not at the property when our engineer visits, they must make sure that there is somebody else present who can give instructions to our engineer on their behalf.

17.6. It is the customers responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.

17.7. The customer must provide our engineers with a safe working environment. In dangerous or unsafe conditions, we won't start or continue doing any work in your home. If we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment, we won't return to finish the work until that risk is gone and may lead to us cancelling your contract. If any asbestos needs to be removed before we can repair your boiler,

appliance or system, you'll need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you'll need to show us.

17.8. If the customer wants to use an authorised contact (a son or daughter for example), it will be your responsibility to let the company know who they are so that we can note it on your agreement.

17.9. If there is any furniture such as cupboards restricting our engineers from gaining access to any parts of the appliance or system it will be the customer's duty to make access for the engineers at the time of their visit.

18. G.D.P.R and Using Personal Information

18.1. The company will always endeavour to handle your data in compliance with the General Data Protection Regulations (G.D.P.R) and will store any data in a secure server.

18.2. Information you provide may be used by us to identify you when you contact us but only when information is volunteered to us, to assist us with accounts, services and products we have provided before, now & in the future.

18.3. The company will retain a customer's information as long as you are our customer, and will send you reminders when you have services due and information about your engineer when on route to you.

18.4. If at any time in the future a customer wishes for their information to be removed from our systems, please ask to speak with our Data Protection Officer.

18.5. Through CIFAS system (the UK's fraud prevention scheme), the company and other organisations may access information about you to help make decisions about credit and credit related services for you and other members of your household, and/or to check your identity to prevent money laundering, unless you give us other satisfactory proof of identity.

18.6. The company may monitor and record communications with you (including telephone conversations and emails) for quality assurance, legal, regulatory and training purposes.

19. Cancellation Policy

19.1. The company may cancel your agreement and/or demand repayments if:

- You have given false information.
- It is not possible to find parts to keep your system working safely.
- You do not make any agreed payments.
- You put our employees' health and/or safety at risk in any way.
- Your home is unfit to carry out works in.
- We make recommendations to carry out works and you refuse to do so.
- Circumstances arise which make it inappropriate for the contract to continue.

19.2. We retain the right to cancel your agreement at any time should we deem it appropriate. We may provide a refund pro-rata to the length of time left of your 12-month agreement term for any customers who have been with us for longer than the initial 12-month period.

19.3. If you decide to cancel the agreement with us before the end of any 12-month period, we will charge you for any works that have been carried out in that period (including any repairs or boiler servicing charges), less the monthly payments you have made up to that point.

19.4. We require notification in writing via post or email from any Xgas care plan customer wishing to cancel with 25 days' notice.

19.5. If you cancel your contract within 14 days of taking out the policy which is deemed as the cooling off period, we'll give you a full refund of your contract.

19.6. If the company has done work for the customer before the cooling off period ends and then you cancel your agreement you will need to pay for these works based on the hourly labour and parts cost.

19.7. Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us. If you stop your Direct Debit without telling us, we'll try in writing to you to collect the money you owe. If we don't hear from you and you don't pay, we will seek to retrieve the money through a debt collection company where further costs may be incurred.

20. Landlords

20.1 Landlords must adhere to all points as above to keep in line with our terms and conditions.

20.2. If landlords wish their tenants to act on their behalf in regards to payment and contact we must have this in writing prior to any contract beginning.

20.3. If landlords want the tenant to only be able to contact us for call outs the company must have this in writing prior to the contract beginning.

20.4. If the company deems the tenant to be causing faults with the appliance and/ or system through mis-use or interference we will not carry out further repairs and inform the landlord in writing, this may also lead to the company cancelling the policy.

20.5. It is the landlord's responsibility to give us the most up to date contact details for their tenants so we can carry out the annual CP-12 certificates. If we cannot contact a tenant to gain access, we will inform the landlord in writing and it will be their responsibility to allow us access.

21. Complaints

21.1. To make a complaint; Email us at; sales@x-gas.co.uk or Call us on 01978 357573 or Write to us at Xgas Limited, Colliery Road, Rhostyllen, Wrexham LL144EG. We take any complaint seriously and we will do our best to resolve the issue right away. If we need more time to investigate, we will let you know and keep you updated.