

Full Terms & Conditions Applicable to All Agreements

Our Service Commitment to You

At Blue Flame Gas Solutions Ltd we provide a high quality service and breakdown cover on all our installations, as part of our commitment to excellence in Customer Service. We only ever use highest quality parts installed by our own qualified and employed engineers.

Therefore, Blue Flame Gas Solutions Ltd plans provides the following benefits:

- Always priced competitively
- We will always endeavor to diagnose and repair faults on the first visit (however some parts may not be readily available)
- Our engineers will be familiar with your system, and you with them
- We never use sub-Contractors
- We will carry out an annual safety and performance service to ensure your system is kept working efficiently (this includes Carbon monoxide detection)
- Year round cover for boiler, controls, radiator and hot water systems unless otherwise stated

Section 1. Terms and Conditions applicable to all agreements

The Blue Flame Gas Solutions Ltd Home Care Central Heating Cover Plan

This service is for a single central heating system and includes:

- An annual service check of the boiler and system controls
- Labour and parts if your system breaks down
- For full details of what is included in your plan please refer to the Bronze, Silver and Gold cover plan information

Blue Flame Gas Solutions Ltd Home Care Contract costs

	<u>Bronze</u>	<u>Silver</u>	<u>Gold</u>	<u>Platinum</u>
Annual fee	£59.88	£143.88	£215.88	£251.88
Or if paying monthly direct debit	£4.99	£11.99	£17.99	£20.99
Service Costs	NIL	NIL	NIL	NIL
Call Out	NIL	NIL	NIL	NIL
Parts Cost	NIL	NIL	NIL	NIL
Labour costs	NIL	NIL	NIL	NIL

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 may use an approved alternative or parts that have been reconditioned by the original manufacturer. Obsolete Parts. We will always contact three independent parts suppliers and when all three state that it is obsolete we will need to accept this as fact.

Labour

One of our engineers will always carry out the work

Using Personal information

Information you provide or we hold about you may be used by us to:

- Identify you when you contact us
- Help improve services and products we provide, and/or may provide in the future
- Through the CIFAS system (the UKs fraud-prevention scheme), we and other organisations may also access information about you.
- To help make decisions about credit card and credit related services for you and members of the household
- To check your identity to prevent money laundering, unless you give us any other satisfactory proof of identity

We may monitor and record communications with you (including phone conversations and e mails) for quality assurance, legal, regulatory and training purposes

Third Party rights

Nobody other than you will be able to benefit from this 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. In particular, we will not be responsible for delays caused by our suppliers or their agents

Exclusions

Your Blue Flame Gas Solutions Ltd Home Care Plan will not include the following:

Cover in the first 4 weeks of your contract

Should a breakdown occur in the 4 weeks of an Blue Flame Gas Solutions Ltd Home Care Plan being accepted, Blue Flame Gas Solutions will not be liable for any cost to rectify the breakdown

Unviable Boilers

Boilers which are over 15 years old or beyond economical RepairDesign or existing faultsThe cost of repairs required due to design faults (unless we are responsible), or faults which existed before you entered into the agreement.

Access

We do not include the cost of accessing your appliance, to make a repair, where your system is inaccessible due to a design fault, EG Pipes buried under concrete floors, plastered in walls, built in appliance, laid under underfloor heating, wooden flooring etc. We have a limit of £150 in time/cost to access and repair faults

Third Party Damage

The cost of repairs, relating to damage caused by you, or someone else. Including utility companies

Consequential loss

Unless we are responsible for it, loss or damage to property caused by the appliances, boiler or system breaking down (for example, damage to furniture caused by water leaks)



Normal Insured Risks

The cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lighting, explosion, flood or storm. The cost of repairing damage caused by changes to, or, problems with, the gas, electricity or water service. Please ensure you check your Household insurance to ensure you have adequate cover for these risks.

Other Exclusions

- Replacing or repairing decorative or other parts which do not impact how the system works
- Optimisers, Wave controllers and all other similar 'non-standard' weather compensators
- Resetting controls (for example, thermostats and programmers following winter or summer time changes)
- Removing asbestos associated with repairing the appliance or system
- Cash alternative to any benefits
- Repairing any damage caused by our work unless we have been negligent
- Repairing or replacing appliance flues
- We will make good any matters where it is our responsibility. This will exclude painting of radiators, decorating, carpentry work or boxing of any pipework, tiling, or lifting or re-laying of carpets
- Following our work, redecoration may be necessary in certain situations. We cannot take any responsibility for this
- Repairing or replacing parts of your central heating system and controls which are specifically designed for piped underfloor heating
- Repairing or replacing any lead or steel pipes
- **Replacement** of hot water cylinders and radiators only covered as long as Blue Flame Gas Solutions Ltd installed, powerflushed/magnacleaned the Central Heating system.
- The callouts and visits to premises under the Blue Flame Gas Solutions Ltd Home Care Plan are subject to a maximum of £500 worth of callout, parts and costs in any given 12 month contract excluding value of replacements of any gas appliance
- Any faults/repairs to any parts of linked/inter connected systems for example DH Water linked to Solar or ground source etc.
- Detached Garages
- We will not be responsible for alternative accommodation if your house is uninhabitable due to faults within your system
- Power flushing
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Section 2. Moving House

If you are moving house, please let us know as soon as possible.

You are entitled to the following options if you are moving

1. Any contracts you hold with Blue Flame Gas Solutions Ltd can be left/inherited by the new home owner provided that you have paid in full or the new owner is prepared to continue Direct Debit payments from their date of ownership
2. Any period/portion of contract remaining can be transferred to your new property under your existing payment arrangement subject to Blue Flame Gas Solutions Ltd first inspecting/servicing the installation at the new address which will be charged to you at a price of £65.00.
3. We reserve the right to charge to correct any faults at your new property, or as an alternative, exclude any faults we deem unsuitable

Section 3. Appointments

Before arranging a repair visit, please refer to section 4 "Advice and Self-Help" to see if this advice can rectify your problem.

Gaining access to your property and arranging appointments

It is your responsibility to provide us with access to 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 let you know 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 let you know in writing if this is the case.

Appointment times

We will be as flexible as possible with appointment times and also ask that the client is flexible with access arrangements. Appointment times will be between 8am-5pm.

Servicing

If you are entitled to an annual service, we will carry this out around the same time each year where possible. Additionally, if we attend your house for a repair or other reason and this attendance is close to the date when your boiler is normally serviced, we will, with your permission, carry out this service at an earlier date (this prevents repeat appointments and prevents you having to wait in for us)

EMERGENCY CALLS WILL BE GIVEN PRIORITY (GAS LEAKS, WATER LEAKS, TOTAL LOSS OF HEATING DURING WINTER ETC).

Please note: During exceptionally busy periods of workload, we may move to a priority only policy whereby only essential problems are attended to ie: total loss of heat/hot water, water leaks, gas leaks etc.

Section 4. Advice and self help

Before calling for assistance- Please read through this self-help section. Many queries can often be corrected, meaning we are able to respond to more serious faults, and avoid you having to wait in for us

Heating General

Before calling an engineer please refer to the following:

1. For Combination boilers please check that there is sufficient water in the system PLEASE CONTACT US FOR EASY TO FOLLOW ADVICE
2. Please check that all controls are set correctly and are calling for heat.
3. Most boilers are fitted with a RESET button, knob or control, please refer to your user instructions to check this control is correctly set and has not tripped out.
4. RADIATORS - If your radiator/s are cold at the top & warm / hot at the bottom, it is more than likely that they require bleeding - PLEASE CONTACT US FOR EASY TO FOLLOW ADVICE

Gas & LPG Fired Boilers

1. Please check that the pilot light has not gone out.
2. In the case of Combination boilers, please check that the water pressure gauge situated on the front of the boiler is reading at least Bar or is in the green section. (The boiler will not work if the pressure is below 1 Bar/ the green section) please see item 1 above.
3. Please make sure the main gas control valve situated on the meter or gas tank is turned fully on and has not been accidentally turned off.

Plumbing General

MOST PLUMBING 'EMERGENCIES' CAN BE AVOIDED OR REDUCED BY FOLLOWING SOME SIMPLE STEPS.

1. ALWAYS make sure everybody in your household knows where the MAIN STOPCOCK is located, that it can be accessed easily and that it is in working order.
2. Do not attempt DIY plumbing jobs if you are not totally confident and skilled. It is often cheaper to have a professional to complete the work rather than pay the cost of repairs and water damage following a failed DIY project.

Section 5. Powerflush

We 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 with Power Flush we will charge you to undertake this work. 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 (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. Provided that the sludge is not likely to cause fresh damage to any such repair

Magnetic filters and scale reducers

We will maintain any magnetic filters on gas appliances and heating systems included under your agreement. We will also clean out the filter on your magnetic filter if necessary, as part of the Annual Service. (This will only apply if this has been installed and serviced by Blue Flame Gas Solutions)

Section 6. Landlords Cover

We will only cover/service the appliances that are 1) included in your Home Care plan scheme or ii) additional gas appliances that have been nominated for cover. Any other gas appliances in the rented property not so nominated will be included on the gas safety record, but will not be serviced or covered for breakdown.

After the nominated inspections on your selected gas appliances, we will provide a written Gas Safety record showing that we have carried out a safety inspection; this will include details of any faults that we have found and any repairs that are needed

The cost for repair of any faults will be chargeable and we will submit a quotation for the work to be carried out. Once you have agreed the price we will carry the repairs and/or rectify the faults detailed in the quotation.

Please enquire for further details and prices

Section 7. Period of cover, and cancellation

About Your Agreement

If you pay by direct debit, 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 tell you about any changes to terms and conditions or prices. For all other payment methods, your agreement runs for 12 months from the date it begins (or is renewed), unless you or we use the cancellation rights (set out in the clause headed cancellation)

Start date

Your agreement starts when we process your application

Period of Contract

The contract will be in place for a period of one Calendar year from the date of acceptance of the completed application form, an agreed form of payment and subject to an engineer's inspection. In the event of a breakdown occurring in the first 4 weeks of a new Blue Flame Gas Solutions Ltd Home Care Plan being accepted, Blue Flame Gas Solutions will not be liable for any cost to rectify the breakdown. This does not apply in the event of renewal of the Blue Flame Gas Solutions Ltd Home Care Plan. If there is a break in the contract, the Customer will be required to forego a renewal which will require a repetition of the four week exclusion clause.

Initial Survey/Safety inspection

If you select the Blue Flame Gas Solutions Ltd Home Care Plan, our engineer will complete an 'Initial Survey/Safety Inspection



Check List' to show you what has been checked. Any pre-existing or historical faults found on the initial survey will be highlighted to you at this time.

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults (unless we are responsible for the design faults), faults which existed before you entered into your agreement with us, faults which we have identified on a previous visit or faults which we could not, using reasonable care and skill, identify on our First Service or repair call out to your system or appliance. For example, this would apply to pipes buried under concrete floors, pipes plastered into walls, or, that do not have adequate pipe protection.

Please note: Once the inspection date has been booked you have the right to cancel prior to the inspection taking place and no costs will be incurred.

There will be a non-returnable charge of £ 65.00 (Inc. VAT) for this service. However, if you are accepted onto the Blue Flame Gas Solutions Ltd Home Care Plan this amount will be incorporated into your first year service plan cost.

Annual Inspection

We will carry out the *initial* Safety inspection (see above) at the same time as the initial inspection.

Following this, we aim to conduct the annual inspection at approximately the same time each year, at a time convenient to you.

Cancellation

We may cancel your agreement if:

- You have provided false information
- You do not make an agreed payment
- We are not able to source parts to keep your system working safely, or

- Circumstances arise which make it inappropriate for the contract to continue

If we cancel your agreement, we will:

Give you a refund based on the time that is remaining on the twelve-month term, cash, cheque and credit or debit card payment. This is on condition that you have not received any repairs during the 12-month contract period. If you cancel your agreement with us, under normal circumstances, we will not provide a refund. However, you are entitled to a full refund if you cancel within seven working days of taking out the agreement, on condition that we have not completed any work.

If you cancel your agreement after we have completed an initial survey/safety inspection, we reserve the right to retain the £65.00 Initial Survey/Safety inspection payment.

If you cancel your contract and you have received a repair benefit, then the full contract premium is due. Alternatively, we will charge for the repairs on a NON CONTRACT BASIS.

Section 8. Contact

Our Full address details are

Blue Flame Gas Solutions

10 Tyncymmer Close

Porth

Rhondda Cynon Taff

Mid Glamorgan

CF39 9DE

Phone: 07519 808 663

Email: info@blueflamegassolutionsltd.co.uk

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