

STATEMENT OF GENERAL TERMS & CONDITIONS

PSS – Heatcare Products

- Gold Care Cover – Covers 1 Annual Service Inspection on the boiler and the central heating system, breakdown calls & spare parts.
- Silver Care Cover – Covers 1 Annual Service Inspection on the boiler and its controls, also breakdown calls and spare parts on these items.
- Bronze Care Cover – Covers 1 Annual Service Inspection on the boiler, plus 1 breakdown call per annual year on the boiler. All other labour costs and parts are to be charged at normal rate.
- Annual Service Inspection – Covers 1 Annual Service Inspection only.

What the agreement provides

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 concerns please contact us at Customer Care, on 01905 828068.

What the agreement provides

- Labour and parts for repairs depending on the level of service you have chosen
- One Safety Inspection in every year of your agreement for our PSS Care Cover Contracts
- Priority service
- Advice about your system from our experienced engineers
- Total peace of mind and central heating solutions

What is included from PSS Heatcare Gold Care Cover

This service is for maintaining and repairing a single wet or warm-air gas central heating system in your home and includes the following.

- A Service, Safety and Maintenance Inspection of your boiler and system (except for parts of the system that are not readily accessible. Please read the section 'Safety and Maintenance Inspection' for full details.
- Labour and parts on the system covered
- Where we agree that your boiler is less than eight years old, a replacement boiler if we decide that it would cost more to repair the boiler than to replace it with a suitable replacement boiler we have approved.
- If your boiler is eight years old or more, and 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 the time).
- All necessary PowerFlush work after your initial Powerflush if identified at initial inspection (which we charge you for). See 'PowerFlush' section.
- If you have fewer than two call-outs in the previous agreement year, and you have had an agreement for more than two years, you may qualify for discounts
- There is no age limit on your boiler and it does not matter who installed it, as long as all the essential working parts are available and has been inspected and approved by us.

What is included from PSS Heatcare Silver Care Cover

This is the same as Gold Care Cover, except that the labour and parts are for the boiler and controls only.

Internal Gas supply to your boiler

We only cover the gas supply from your boiler isolation valve upstream to your boiler. All other parts of the gas installation can be maintained and repaired at additional cost.

What is not included?

- Removing sludge or hard-water scale from the boiler or system (see the PowerFlush section under Customer information).
- Replacing your boiler if it is eight years old or more.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Repairing or replacing parts of your central-heating and controls that are specifically designed and fitted incorrectly.
- Carry out repairs to flue, pipe-work or ducting inaccessible or within the fabric of the building.

GENERAL EXCLUSIONS

Your PSS Heatcare cover 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 boiler/appliance or system breaking down (for example, damage to furniture caused by water leaks).

If we have to disturb decoration, plaster or brickwork 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 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 PSS Heatcare Cover Care options

- 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 parts or other parts which do not effect 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 opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or system. When you have any asbestos removed, you must provide us with a clean-air certificate before we will do any further work at your property. By law, the person who removes asbestos must be competent and 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 or steel pipes (other than for internal gas supply incorporated within the boiler casing or controls)

ABOUT YOUR AGREEMENT

Domestic use

PSS Heatcare cover agreements are only available for domestic use inside your home. If you let out your property you must ensure this is not used for commercial purposes.

Service coverage

We will advise you at point of contact and before agreeing your contract the extent of our geographical coverage and the availability of our services.

Period of agreement

Your agreement runs until you tell us that you would like to cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to inform you of any changes to the terms and conditions or prices.

We may also cancel the agreement at any time, as long as we give reasonable notice of this. If you pay each year in advance (by cash, cheque, credit card or debit card) instead of by monthly direct debit and cancel the agreement during the year, we will give you a refund based on how long remains on any 12-month advance payment. There will be a minimum payment for the year of £65.00 if we have done the initial service and inspection prior to the agreement been accepted and the conditions satisfied.

Start date

Your agreement begins when we process your application.

Initial safety / service inspection

If you decide on our PSS Gold Care Cover or our PSS Silver Care Cover, we will carry out an initial service and inspection of your system or appliance (or both) to make sure they are safe and in good working order. You PSS engineer will fill in an initial safety inspection checklist to show you what has been checked. We would normally do this inspection/service within 28 days of the beginning of your agreement where possible but, as we give priority to breakdowns, it can be later if there is a high demand for our services. 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 other options available which does not include the part causing the concern; or
- Cancel the agreement and refund your money. We will not carry out an initial inspection if we have already carried out a Safety and Maintenance Inspection at the property within the last 12 months.

Service and Safety Inspection

We will normally carry out the Service and Safety Inspection for the PSS cover options at the same time as the initial service and inspection. If we do not carry out an initial inspection because we have already carried out a Service and Safety Inspection at the property within the last 12 months, we will normally arrange for your first service and inspection 12 months from the date we last inspected the system.

After that, we will carry out a Service and Safety Inspection once in every year of your agreement. We will aim to carry out this inspection around the same time each year where possible, depending on our workload and your appointment preference. As long as we can gain access to your property we will always ensure your system is safe. You can also call us at any time to arrange or rearrange your Safety 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 inspection;
- We are not able to find parts to keep your system or appliance working safely; or
- Circumstances arise (including health and safety issues, misuse, and customer abuse) which make it inappropriate for the contract to continue.

If we cancel your agreement, we will:

- Give you a full refund if we find something wrong at the initial Inspection; or
- Give you a refund based on how long is left of any 12-month advance cash, credit card or debit card payment. Please note there will be a minimum payment of £65 a year if we have done any 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 deliver the service promised. In this case, you will receive a refund based on how much time is left of the relevant 12 month 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, you will be charged a minimum of £65 deducted from any advanced sum already paid.

Spare parts

- If we do not carry the spare parts to repair your boiler or system on the day, we will do all we reasonably can to source parts from our suppliers.
- We may use approved alternative parts or parts that have been reconditioned by the original manufacturers.

Labour

One of our engineers will usually carry out the work. In some cases we may authorise a suitably qualified contractor to carry out the work.

Approved equipment

All equipment and materials will be approved and fit for its intended use.

Our Service

We can carry out the Service and Inspections that are needed at the planned time arranged at a mutually convenient time. We will only issue a Gas Safety Record for the appliance covered in the agreement. Any other appliances in the property can be inspected and serviced at an additional cost.

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 advise you and arrange another appointment. If, after several attempts, we cannot gain access, we may cancel your agreement, but will advise you in writing if this is the case.

Using personal information

Information you provide or we hold about you (whether or not under contract 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
- Carry out marketing analysis and customer satisfaction surveys.
- Contact you in any way by mail, e-mail, visit, phone or text message to provide services you have requested or to advise on any special offers or promotions.

Third-party rights

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

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 contact information

If you have a breakdown, call **01905 828068**. Our e-mail address is info@pss-heatcare.co.uk (please note 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:

- Debit card
- Credit card
- Cheque
- Cash

Central-heating improvements

Replacing your boiler

The Energy Savings Trust recommends that central heating boilers are replaced every 15 years. While older boilers may still be in working order, their effectiveness and efficiency becomes reduced. Boilers today if regularly serviced have improved efficiency, performance and more safety features. Also as boilers become older, spare parts become less available for repairs.

If you wish to improve your system we will be pleased to give you free advice and quote you a competitive price for carrying out these improvements. Please note that most new boilers of the condensing type are around 90% and can give you savings on your fuel bills.

PowerFlush

PowerFlush is a way of removing sludge and other waste from central-heating systems. Sludge can be a cause of bad central heating design or other contributing factors. This sludge can block up your pump or radiators and reduce the effectiveness of your central-heating system. If we identify this at initial inspection we will charge you for this work. If this problem becomes evident when you are covered by this agreement and is contributed by the original design we will charge for this work. Alterations to the original design of your system will be subject to additional charges.

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** and report your gas leak.