

SERVICE AND MAINTENANCE CONTRACTS:-

TERMS AND CONDITIONS OF BLUE FLAME GAS SOLUTIONS LTD

These T&C apply to all Services and goods provided by the company

1 Definitions.

1.1 The Company-Blue Flame Gas Solutions.

1.2 The Customer-will mean the person, firm or company for whom The Company provides Goods or Services.

1.3 Patties-will mean The relationship between The customer and The Company.

1.4 Terms-will mean Terms and Conditions.

1.5 Contract-will mean an agreement for Goods and Services between the Customer and The Company, including the Terms and Conditions, Acceptance Form or Cover Plan Gold, Silver Bronze.

1.6 Contract Price-will mean the total amount agreed to be paid by The Customer for the Goods and Services set out on the Quotation or Cover Plan Blue, Gold, Silver Bronze Contract.

1.7 Cover Plan Blue, Gold, Silver, Bronze-will mean a Contract entered into whereby The Company provides various levels of service and repair as set out on the Cover Plan Blue, Gold, Silver, Bronze.

1.8 Quotation-will mean the estimate of charges and the Goods and Services to be provided in respect of installation of a new boiler and will be valid for 30 days.

1.9 Services-will mean a description of all works to be undertaken by The Company as set out on the quotation, Acceptance Form or Cover Plan Blue, Gold, Silver, Bronze or otherwise agreed in writing between the parties.

1.10 Acceptance Form-will mean a form providing a Quotation for installing work and signed by The Customer.

1.11 Goods-will mean the products supplied by The Company pursuant of the Contract.

1.12 Initial Visit-will mean the 'First Visit' to the Premises by an Engineer made within one month of signing the Cover Plan Gold, Silver Bronze.

1.13 Installation-will mean the installation of a new boiler or system or pipes rather than service and breakdown of The Customers existing product.

1.14 Guarantee Periods-will be stipulated by the manufactures guarantee and subject to annual service agreement. Within guarantee, all parts, labour and call outs will be covered by boiler manufacturer.

1.15 Premises-will mean the building and premises owned or leased by The Customer at which The Contract is to be Undertaken.

1.16 Snagging-shall mean those that matter which The Company has a responsibility to make good but shall exclude the painting of radiators, decorating, carpentry work or boxing of any pipework or tiling or lifting or re-laying of carpets.

1.17 Specification-shall mean a description of the Services and the provision of any boiler systems, pipework, or other parts ('Goods') to be provided under the Contract and set out either on the Quotation otherwise agreed and confirmed in writing signed by both parties. For the avoidance of doubt no amendments or additions, whether discussed with a surveyor or agents of the Company or otherwise, may be included in the Quotation, or form part of the Contract, unless in writing and signed by both parties.

2 The Contract

2.1 The Terms shall apply to the Contract and take precedence over any other terms and conditions or specification from the Customer, if any.

2.2 The Customer shall be deemed to have contracted with the Company and accepted the Terms by accepting delivery of the Goods or permitting provision of the Services by the Company. In the case of installation, the Contract shall be formed when a signed Acceptance Form is returned to the Company.

2.3 Under cover Plan Blue, Gold, Silver and Bronze attendance to the Premises, the Company will use best endeavours to attend the Premises within 48 hours.

2.4 The callouts and visits to premises under Cover Plan Blue, Gold, Silver, Bronze are subject to a maximum of £1000 worth of callout, parts and costs in any given 12 month period. Maximum £500 per single call out.

2.5 Bespoke packages are done on an individual basis laying out the particulars for each individual package, and the contract made between both parties.

2.6 In the case of Cover Plan Blue, Gold, Silver, Bronze this does not cover any upgrading to the system for any cosmetic or newly imposed regulatory or industry standards to replace any part that is not in the Company's sole discretion defective.

2.7 In the case of pipework becoming frozen, in the internal external pipework would not be covered in the event that leakage of frozen pipes results in damage to the boiler. Similar

if main supply of electricity, water or gas occur, any resetting or purchase of appliance would not be covered by the Cover Plans Blue, Gold, Silver, Bronze.

2.8 In the case of a Cover Plan Blue, Gold, Silver, Bronze it will not cover the replacement of any vented or unvented cylinders unless you have agreed to an upgrade. Other exclusions will be the flue system (unless installed by The Company) designer radiators, pipework buried in concrete, sludge/iron oxide and any immersion heaters. Any third party interference would render the Cover Plan invalid. Any additional individual exclusion shall be made clear at the beginning of the contract to the customer and shall therefore be applied at the commencement the Contract.

Blue Flame Gas Solutions will not replace a boiler beyond economical repair, with age or reduced part listing boilers. If the parts are obsolete this means new boiler at the customers cost, however favourable rates will be offered.

We do not cover pipework buried in concrete floors

2.9 The customer hereby agrees to a four week exclusion period at the commencement of the contract, this shall apply to the first year only should the Contract be rolled into subsequent years. The customer also agrees that should there be a break in said Contract and the renewal date is broken, they will be requested to forego a renewal which will require a repetition of the four week exclusion clause.

3 Customer's Obligations

3.1 The Customer will provide the Company with such information and any particular product chosen by the Customer and appropriate access to the Premises, services and facilities at their Premises as may be reasonably required by the Company to perform the Contract including, but without limitations, access to the mains electricity, water and other services.

3.2 The Customer will advise the Company in advance of the provision of any Services in the event the Customer is aware of and defect in the gas, electricity, plumbing and water systems on the Premises. If the Customer fails to provide this advice, the Company shall not be responsible for any increased costs or inability to provide the Services that may result.

3.3 The Customer will obtain all the necessary licences or authorities which may be needed in connection with the Services.

3.4 Following completion of the Contract, the Customer agrees that he shall follow all instructions provided by the Company and advice given as to the use and maintenance of the goods. In the event the Customer fails to do this, in addition to any other limitation of liability, the Company shall expressly not be liable for any loss claim or costs resulting from such failure.

3.5 The Customer warrants that he either owns the Premises or has sufficient authority to enter into this Contract without obtaining the consent of any third party.

3.6 The Customer acknowledges that in the event it is proved that there was an existing problem at the Customer's premises prior to any installation of provision of services, then the Customer shall be required to pay for any remedial services and callout by the Company and the Company shall not be responsible for remedying any existing problem. In addition a Customer shall not be granted a Cover Plan Gold, Silver, Bronze if a prior survey undertaken by the Company concludes that the boiler or system is unsatisfactory and the onus on the Customer is to remedy such as faults at the Customer's expense prior to any Cover Plan Blue, Gold, Silver, Bronze being granted.

3.7 In addition to existing problems set out in clause 3.6, where the Company surveyor is unable to view under floors, wood or concrete or where pipework enters walls so that any potential existing problem cannot be reasonably detected, in such situations, the Customer shall be responsible for paying for the required remedial work or callout visits.

3.8 Customer acknowledges that any service under a Cover Plan Blue, Gold, Silver, Bronze must be completed within one month of Cover Plan commencing or any renewal of such contract.

3.9 The Customer acknowledges that in the event a breakdown occurs in the first 4 weeks of a new Cover Plan Blue, Gold, Silver Bronze being accepted, Blue Flame Gas Solutions will not be liable for any cost to rectify the breakdown. This does not apply to the renewal of the Cover Plan Blue, Gold, Silver Bronze.

4 Payment Provisions

4.1 The Contract Price Comprises:

4.2 In the event the Customer upgrades a Cover Plan in the middle of a Contract Term, then the Customer shall pay the difference of the cost by way of increased Direct Debits from the month following the upgrade. If the Customer downgrades a Cover Plan then the Company may in its sole discretion, agree to reduce the Direct Debits for remainder of the Contract Term.

4.3 In the event the Contract Price covers Goods of a significant cost, the Company may require the Customer to pay part of the Contract Price in advance.

4.4 The parties agree that the Contract Price may be increased by the Company acting in its sole discretion in the event the actual cost to the Company increases, the specification is changed by agreement, the Customer causes any delay which occasions cost to the Company. Goods or services are required by the Customer with exceptional urgency, the Customer gives incorrect or inadequate information and further costs are incurred by the Company as a result or any of the events in clauses 3.2, 3.6, or 3.7 occur.

4.5 All prices quoted include VAT:

4.6 If payment is not made by the Customer by the Due Date, then the Company may add interest at the interest Rate on any amount outstanding calculated on a daily basis.

4.7 In addition to its right to charge interest, the Company may add any reasonable costs and expenses (including legal costs or any third party debt recovery services) incurred by the Company in the collection of any overdue amount, and the Company can refuse to deliver or install and balance of goods or provide and further Services, or guarantee of such services until the Contract Price has been paid.

4.8 If payment is made by cheque or other negotiable document, payment is not deemed to have been made until such payment has been honoured
Full Payment is required even if the Company must return to remove rubbish from the premises.

4.9 In the case of change of ownership of Premises-for Cover Plan Blue, Gold, Silver, Bronze contract Customers only- the benefit of any part of the Contract remaining and for which payment has been made, may be assigned to the new owner of the premises.

4.10 In the case of Cover Plan Blue, Gold, Silver, Bronze if the Customer cancels a Cover Plan before the end of the Contract, then the Customer shall be liable for payment of any works carried out during that time before cancellation, including parts and labour and out of hours call out service visit during that year.

5)

5.1) If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6)

6.1) We may change the Services:
to reflect changes in relevant laws and regulatory requirements; and
to implement minor technical adjustments and improvements, for your benefit in the delivery of the Services.

6.2) In the event that we need to make more significant changes to the Services and these terms, we will notify you with 30 days' notice and you may then contact us to end the contract without any penalty.

7) Providing the Services

7.1) When we will provide the Services. We will supply the Services to you from the date set out in the Statement until either you end the Contract for the Services as described in clauses 10.1 to 10.6 or we end the Contract by written notice to you as described in clause 10.7.

7.2) We are not responsible for delays outside our control. If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.

7.3) Reasons we may suspend the Services. We may have to suspend the Services to: deal with technical problems or make minor technical changes; update the Services to reflect changes in relevant laws and regulatory requirements; and make changes to the Services as requested by you or notified by us to you (see clause 6).

7.4) Your rights if we suspend the Services. We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 30 days we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the Contract if we suspend the Services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for Services not provided to you.

7.5) We may also suspend the Services if you do not pay. If you do not pay us for the Services when you are supposed to (see clause 13.3) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 13.6). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 13.4).

7.6) Ending the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

We as a business demand respect, as given to our customers, in all cases. Engineer visits and over the telephone.

8) Initial First Visit Inspection and Annual Boiler Services

8.1) Initial Boiler Service. Your Service Package includes an Initial Boiler Service which will be carried out within the first 28 days of you taking out the Service Package or changing address. At the Initial Boiler Service our engineer will check that your Boiler is on our Approved Products List and was installed according to manufacturer's instructions. We will also check that Boiler or Systems are working and do not have any Pre-Existing Faults.

8.2) If there are no Pre-Existing Faults we will also carry out an Annual Boiler Service at that point.

8.3) In the event that your existing Boiler is not on the Approved Products or has a Pre-Existing Fault, we may:

offer you a different Service Package;

tell you what repairs are required and quote for the cost of these; or

cancel your Contract or Service Packages.

8.4) Please note that an Initial Boiler Service will not be required where:

we have installed a new Boiler for you; or
we have already carried out an Initial Boiler Service or an Annual Boiler Service at your address in the last twelve months.

8.5) Annual Boiler Service. Your Service Package includes an Annual Boiler Service and this may require us to test the gas produced by your Boiler or adjust and clean the Boiler. Once complete, our engineer will produce a checklist to show you what we have checked for the purposes of this Annual Boiler Service.

8.6) To arrange the Annual Boiler Service we will contact you or your Authorised Representative. If we are unable to contact either of you after three attempts, then you must arrange the Annual Boiler Service. Please note that you will not be refunded where you miss the Annual Boiler Service but may arrange this at any point during the Contract Period.

8.7) You may request your Annual Boiler Service at any time if we have not already completed it, but we reserve the right to prioritise breakdowns during periods of high demand and may therefore arrange the Annual Boiler Service to a more suitable time.

8.8) We will inform you if we find a problem or fault that needs to be fixed and carry out any repairs and replacements which are included in the Service Package you have selected at the time of the Annual Boiler Service or follow up with an appointment shortly after.

8.9) We will provide ongoing support to ensure that the Boiler and other Systems that we checked at the Annual Boiler Service continue to function correctly. You may contact us during your Contract Period if you have any problems and we will attempt to help you over the phone with technical assistance, if we cannot assist you over the phone we will send out an engineer to repair any issues.

8.10) Please note that if your Service Package has a Call Out Fee, we will have to pre-authorise payment before undertaking any repairs.

8.11) We will not be able to carry out any repairs or replacements that are included until the Initial Boiler Service is complete. If an Initial Boiler Service is not required, then we can carry out an Annual Boiler Service following commencement of your Contract.

8.12) Landlords/Tenant occupied Homes. Your tenants or letting agents can call us directly to arrange an engineer's visit to save you having to be at Home.

8.13) Engineers. We will send an approved Gas Safe engineer to carry out the work for your gas heating and appliances. We will send an approved plumber or electrician where you buy any additional products from us.

9) Repairs and replacements

Our work

9.1) We will complete any repairs or replacements of any parts that we check during your Annual Boiler Service. However, we will need to complete an Annual Boiler Service before completing any repairs.

9.2) Any repairs or replacements required outside of the Annual Boiler Service may be subject to a separate charge if they are not related to the work that we carried out as part of the Annual Boiler Service

9.3) We will repair or replace any parts that we have supplied and are faulty within 12 months from the date the work was undertaken.

9.4) If we have supplied any faulty parts, we will repair or replace these parts we have supplied within 12 months from the date that we carried out the work.

9.5) Pipe buried in solid walls and floors shall not be covered by our Care Plans.

Spare parts

9.5) The replacements which we will provide will have similar functionality to the replaced parts but will may not have the exact same features. Should you decide to provide us with a replacement part you have purchased, we will install it only if it is an Approved Product.

9.6) We will try to get parts from the original manufacturer or our approved suppliers but if we are unable to source such parts, we reserve the right to cancel your Contract. However, if you are able to find a manufacturer approved part, we will be happy to fit it and reimburse you if you provide us with a receipt and we deem the cost to be reasonable.

Call Out Fee

9.7) The Call Out Fee you have agreed to pay when you report a fault to us will be shown on your Statement. You will not need to pay a Call Out Fee if we find a fault during your Annual Boiler Service.

9.8) The Call Out Fee is a payment towards a repair you request. If you call us out again for the same fault within the Contract Period, you will not have to pay an additional Call Out Fee. Our engineers will determine whether it is the same fault.

9.9) When we book your repair, we will ask to pre-authorise your debit or credit card for any Call Out Fee to the repair. If you are a landlord, the pre-authorised credit or debit card Call Out Fee can come from your tenants, letting agents or other party you have chosen. We will not put the charges through until after we complete the repair.

9.10) Where we reasonably believe that the people living in your Home are at a health and safety risk, we will send an engineer out even if we have been unable to pre-authorise a debit or credit card. We will however invoice you for the Call Out Fee and any other charges if the repair or replacement was outside your Annual Boiler Service after we have completed the work.

Power Flush

9.11) Gas Central Heating Systems over time build up Sludge that can block or narrow your pipes, radiators and Boiler parts. A Power Flush is one way of removing that Sludge from your System. We will tell you if your System needs a Power Flush to work properly. Please note that this will cost extra as this is not included in your Service Package.

9.12) If someone else carries out a Power Flush for you, we will need to see the receipt before we are able to carry out any repairs or replacement work for damage caused by Sludge.

Safety and third parties

9.13) We may inform you during the Contract that your Boiler, appliance or System requires repairs or replacements that are not included under your Contract to keep it working safely. If you choose not to follow this advice, we will be unable to complete any further repairs to your Boiler or System, and your Contract will keep running until you or we change or cancel it. Please note that you will still be liable for any payments under the Contract until it is cancelled.

9.14) If you request a repair, replacement or Service under your Contract or Service Package you will give us all the help necessary to recover any losses owed to us from third parties, following any repair or replacement that we carry out. We may ask you to give us help to recover loses before or after we carry out any repair or replacement.

Improvements or upgrades

9.15) Your Service Package does not include any improvements or upgrades. Where we have told you that an improvement or upgrade is necessary, we may stop providing the Services until such work has been carried out.

10) Ending the Contract

Your rights

10.1) You may contact us at any time to end the Contract for the Services. However, please note that you may incur the cancellation charges as detailed below.

Cooling off period

10.2) You have a 14 day cooling off period from the start of your Contract, where you may cancel your Contract immediately without penalty.

10.3) If you are in your cooling off period we will cancel your Service Package from the date you tell us and we will refund you for the whole amount you have already paid, as long as we have not carried out any work under your Contract.

10.4) If we have carried out work for you before the cooling off period ends and then you cancel your Contract, you will have to pay the following cancellation charges:

Initial Boiler Service

£75

Annual Boiler Service

£75

Repair

£170 minimum (or the full cost of the repair if greater than £170)

Landlord Gas Safety record

£75

Cancellation

10.5) If you cancel after your cooling off period, we will cancel your Service Package from the date you tell us but you will have to pay the remaining balance outstanding under the Contract.

10.6) Please note that cancelling your Direct Debit through your bank does not mean that you've cancelled your Contract with us. If you stop your Direct Debit without telling us, we will contact you to collect the money due. If we do not hear from you and you do not pay, we will cancel your Contract 30 days after the date we first found out your payment failed.

Our rights to terminate the Contract

10.7) We may terminate the Contract at any time by writing to you if:

you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;

you do not, within a reasonable time, give us access to your property to enable us to provide the Services to you;

you give us false information;

your Boiler is not an Approved Product;

you do not comply with our recommendations to make permanent repairs, upgrades or improvements;

you do not comply with the payment terms of your Contract.

a Pre-Existing Fault is present during the Initial Boiler Service;

we are unable to find the parts we need to repair your Boiler, appliance or System;

you or any member of your property presents a risk to our engineer's health and safety; or your Home is unfit or unsafe to work in.

Compensation

10.8) Should we terminate the Contract in the situations set out in clause 10.7 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you the money you are due to pay. You will not be refunded for moneys paid for Services already received.

11) Renewals

11.1) Your Contract is due for renewal will automatically renew and payments will roll over (continue), unless there is the need for a contract change due to guarantee changes, for example.

11.2) If you pay by Direct Debit, we will keep renewing your Contract automatically, unless you ask us to stop.

12.2) Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

13) Price and payment

13.1) Where to find the price for the Services. The price of the Services (which includes VAT) will be the price set out in your Statement. This shall not change unless you change your Contract or Services or the Government changes the relevant tax. In such circumstances we will notify you of any changes to the price of your Contract.

13.2) We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

13.3) When you must pay and how you must pay. You can pay for your Contract yearly or monthly by Direct Debit.

13.4) We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 13.3) we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England's base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.5) Annual Boiler Service. Before we book your Annual Boiler Service, we will need you to pay for any unpaid payments and we may not visit the Home before these are paid.

13.6) What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

14) Limitations and exclusions

14.1) Third party damage. We are unlikely to repair any faults or design faults that are caused by anyone apart from us. Our engineers will use their expert judgement to decide how the damage happened and whether anyone else has carried out any work on your Boiler, appliance or System and damaged it.

14.2) Excluded liability. We will not repair any faults that existed before you took out the Service Package and you shall not be permitted to bring a claim in respect of any faults in

the first 14 days of any of the Service Packages. Our engineers will determine when the damage happened and tell you what needs to be done to fix it, including giving you a quote for the cost of the repair. Once we or someone else has fixed it then we can then maintain it for you.

14.3) Beyond Economical Repair. Please note that where a repair will cost more than £500, the Boiler or part will be deemed 'beyond economical repair' and a new Boiler or part will be required. We will install the Boiler or part and quote accordingly for this.

14.4) Intentional damage. We will not repair or replace any parts that have been deliberately damaged or misused. Our engineers will determine how the damage happened.

14.5) Designer Radiators. We will not repair or replace Designer Radiators, but we can replace such a radiator with a standard radiator or replace it with a Designer Radiator that you have purchased yourself. Please note that in the event that we install a Designer Radiator that you have purchased, we will only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself. Please note that we class a Designer Radiator as any radiator that is not a standard steel panel radiator such as a Stelrad Compact or a Myson Premier or any other radiator of this type. If you are unsure then please contact us and we will be able to advise you if your radiators are Designer Radiators or not for the purposes of the Contract.

14.6) Any other loss or damage. We are not responsible for any loss of, or damage caused as a result of, your Boiler, appliance or System breaking or failing unless you can show that we caused the damage.

14.7) Utility supplies. We will not repair your Boiler or System if the damage has been caused by changes in, or problems with, the supply of your gas, water or electricity. We will be willing to attend a Boiler breakdown for this reason but charges may apply.

14.8) Stopcock. If we are unable to turn off the external water supply Stopcock to your Home to complete your repair it is your responsibility to arrange for this to be turned off with your water services provider.

14.9) Household insurance. Your Service Package does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions or any other kind of damage that is normally covered by household insurance.

14.10) Software, internet communications or radio signals. We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any Boiler, appliance, device or System included under this Contract.

14.11) Smart Home connections. We are not responsible for your internet connection or the data transmission to, or from any Boiler, appliance, device or control System.

14.12) Steel or iron pipes. We will not repair or replace steel or iron pipes from your meter to your Boiler or appliances. The only exception to this is your Gas Supply Pipe.

14.13) Energy/Central Heating management Systems. We will not repair or replace energy or Central Heating management Systems.

14.14) Foreseeable losses. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking the terms of the Contract or where we fail to exercise reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable. Please note that loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both of us reasonably contemplated that it might happen.

14.15) Unlawful exclusions or limitations. We do not exclude or limit any liability on our part

where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, fraud or fraudulent misrepresentation, and breach of your legal rights in relation to the Services.

14.16) Property damage. If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any Pre-Existing Faults or damage to your property that we discover while providing the Services.

14.17) Business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15) Changes to your details

15.1) It is your responsibility to let us know if there are any changes to your contact details including telephone number, address or email. If you change your Boiler or any appliances during your Contract Period, please tell us so that we can check whether these are Approved Products or not.

16) Other important terms

16.1) We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

16.2) You may only transfer your rights under our guarantee to someone else. You may only transfer your rights or your obligations under these terms to another person with our written consent.

16.3) Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4) If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5) Safety risks in your Home. We will not start or continue doing any work in your Home if we believe there is a health and safety hazard. We will only return to finish the work if we are satisfied that the risk or hazard has been dealt with.

16.6) Manufacturer's instructions. It is your responsibility to follow manufacturer's instructions related to internet or mobile connected devices which are used to communicate with Boilers, appliances or Systems maintained under this Contract.

16.7) Ancillary damage. We will repair damage we cause by replacing items such as cupboards or filling in any holes up to £1,000 (including VAT). We will not replace or restore the original surface, which includes (but is not limited to) tiles, floor coverings, decoration, grass or plants.

16.8) Access to your Home. Our engineers will only work on your Home if there is someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf. It is your responsibility to arrange for us to access your Home. If we are unable to access your Home, you will need to rearrange the appointment. If you do not arrange a new appointment, your Contract will continue. However, after three failed attempts to get into your Home, we may cancel your Contract, but we will make sure we let you know beforehand.

16.9) Third-party warranty. If your Boiler, appliance or System is covered by a third-party warranty, it is your responsibility to make sure that any work we do does not affect that warranty. We will not be liable if any work we conduct on your Boiler or System does not comply with the manufacturer's warranty.

16.10) Authorised Representatives. If you want to appoint an Authorised Representative, please let us know who they are so that we can note it on your Contract, and communicated with them going forward

16.11) Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

16.12) Which laws apply to this Contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

