

Gregor **Heat:Plan**

Gas service and maintenance contract



**Your guide to HeatPlan schemes
and Terms and Conditions**

Heat:Plan 1

COVER ON **BOILER ONLY**

£10.37 per month
(£12.18 including VAT @ 17.5%)

MAINTENANCE AGREEMENT FOR
DOMESTIC BOILER

Annual service check on boiler



Unlimited call-outs 365 days of the year



Replacement parts and labour



365-day phone help line



Engineer response to breakdowns
within 24 hours

(SUBJECT TO TERMS & CONDITIONS)

Heat:Plan 2

COVER ON **FULL SYSTEM**

£13.55 per month
(£15.92 including VAT @ 17.5%)

MAINTENANCE AGREEMENT FOR
DOMESTIC BOILER, CONTROLS &
FULL CENTRAL HEATING SYSTEM

Annual service check on boiler



Unlimited call-outs 365 days of the year



Replacement parts and labour



365-day phone help line



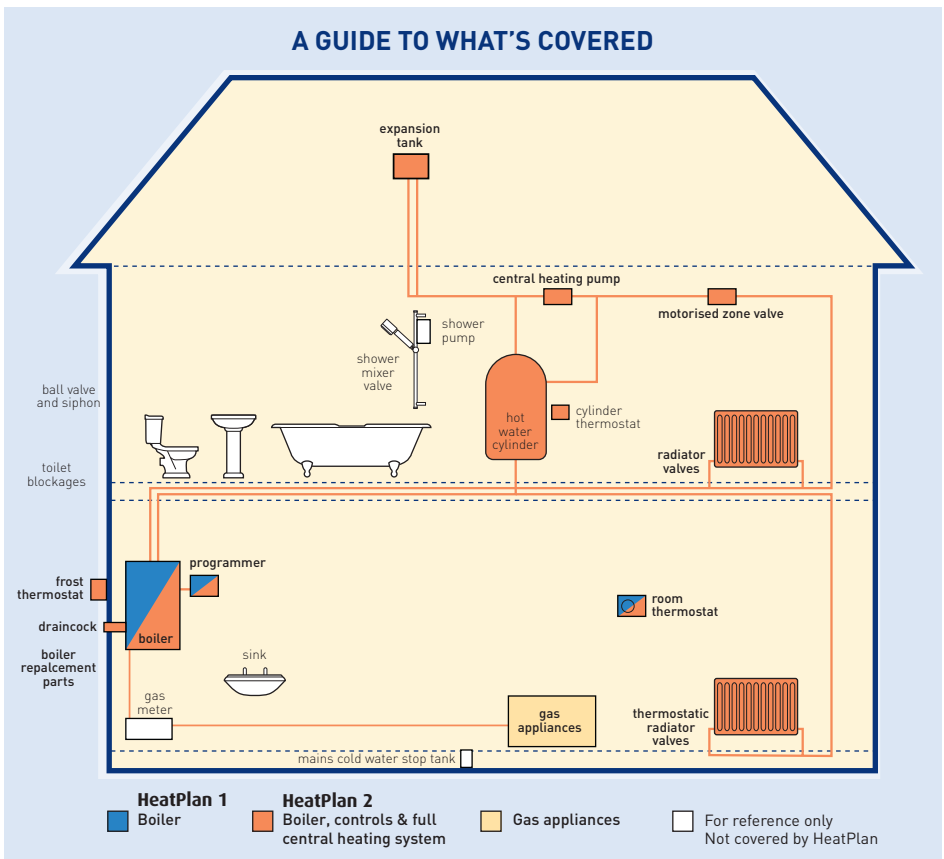
Engineer response to breakdowns
within 24 hours

(SUBJECT TO TERMS & CONDITIONS)



So how do you sign up and what can you expect from us?

- 1 Call our dedicated Heatplan line on 0117 9582574 to arrange your service/inspection. For Year One - you will be charged £65.80 (including VAT @ 17.5%) for this service, which will be deducted from the total cost of your cover if you are accepted to Heatplan (please see section "Initial Safety Inspection").
- 2 Complete the application form enclosed (stating which Heatplan cover you require and the method by which you wish to pay), ready for when the engineer arrives to carry out the inspection.
- 3 On completion of the service/inspection our engineer will advise us to whether or not your boiler/system is acceptable for Heatplan.
- 4 Following a successful service/inspection the engineer will check all the relevant paperwork and welcome you to Heatplan. Your cover will commence immediately.
- 5 You will then receive your Welcome Pack in the post with all the relevant information including full details of how to cancel.



Terms & Conditions

Our commitment 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 please contact us on 0117 958 2574.

We base your agreement on the option you choose (listed and described below). You should also read the 'General exclusions' section in this leaflet.

What is included:

This service is for maintaining and repairing a single wet heating system and, where chosen, central-heating system in your home and includes the following:

- One comprehensive safety inspection and a full service of your boiler to manufacturers' instructions and Gas Safe standards in every year of Plan 1; or boiler, controls and central heating system in Plan 2 (excepting for parts of the system that are not readily accessible).
- Labour and replacement boiler parts in Plan 1. Boiler and system replacement parts in Plan 2.
- No limit to the number of call-outs to carry out necessary work included in your agreement.
- Customer help-line available 365 days a year.
- Priority service 365 days a year. We will endeavour to attend within 24 hours of your call subject to workload and labour availability.
- Advice on your system efficiency from the visiting engineer.
- All necessary PowerFlush work after your initial PowerFlush (which we charge you for). (See the PowerFlush section in this leaflet).

Subject to inspection, there is no age limit on your boiler and it does not matter who installed it (provided it was installed to manufacturer's instructions) as long as all the essential working parts are available from the original equipment manufacturer and the boiler is on our approved list.

If it is not possible to repair it, for example where spare parts are no longer available, or should you choose to replace your boiler at any time (however old it is), you will be entitled to a 10% discount off the full installation cost of the replacement boiler if you choose us to carry out the installation. This is not covered as part of your HeatPlan agreement and will be at an additional cost.

Where found necessary, radiators will be replaced on a like-for-like basis in terms of design and heat output. (Plan 2 only). Decorative radiators, i.e. towel rails, will be replaced with a radiator with correct output for the room. We will only replace decorative radiators if you agree to contribute to the purchase of the replacement decorative radiator.

Additional Gas Appliances

[excluding Cookers, Hobs and Tumble Dryers]

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

General Exclusions

Our agreement does not include the following:

- The cost of repairs needed because of design faults (unless we are responsible), or faults that existed before you entered into the agreement with us, and which could not be identified on initial inspection using reasonable care and skill.
- Unnecessary call-outs for minor problems, such as resetting room thermostats, radiator settings or other matters that can be solved by telephone.
- Pipes in concrete floors or buried in walls
- Consequential loss: Unless we are responsible, we will not be liable for loss or damage to property (including

cleaning) caused by the appliance, boiler or system breaking down or leaking (for example damage caused to furniture caused by water leaks). Unless we have been negligent, any redecoration that may be needed following our work will be your responsibility.

- The cost of repairs relating to damage caused by you or someone else.
- 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 by 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.*)
- 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 - such as adding thermostatic radiator valves, replacing parts such as flues that do not meet current standards, and replacing working radiators with improved models. (*These are examples only, not a complete list.*)
- Replacing or repairing decorative or other parts that do not affect how the system or appliance works.
- Repairing or replacing any lead or steel pipes.
- Resetting controls (*for example, thermostats and programmers following wintertime or summertime changes.*)
- Repairing faults or clearing physical blockages (such as debris, sludge, scale and 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 expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliances or system. Should you have had any asbestos removed from your home, 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 the asbestos must give you a clean-air certificate.
- Repairing any damage caused by our work or redecorating, unless we have been negligent or broken this agreement.
- Cash alternatives for repair or maintenance.

About your Agreement

HeatPlan agreements are only available for appliances in domestic use inside your home. The 'home' is the place where we have conducted our initial inspection which is not transferable.

HeatPlan is a maintenance agreement and not an insurance policy.

Start date

Your agreement will begin when our Engineer has completed your service/inspection and you have been accepted for HeatPlan.

Period of agreement

YEAR ONE

MONTHLY PAYING CUSTOMERS (STANDING ORDER)

Should you choose to pay monthly, we will continue to collect payments on a monthly basis for the year in question unless you tell us that you would like to cancel, or if we decide to cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We may also cancel the agreement at any time, as long as we give you reasonable notice.

ANNUAL PAYING CUSTOMERS (FULL AMOUNT PAID UP FRONT) (CASH, CHEQUE, DEBIT CARD)

Should you choose to pay the full annual amount up front for the year in question, you will continue as a Heatplan customer for a period of 13 months from the date of your acceptance, unless you tell us that you would like to cancel, or if we decide to cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We may also cancel the agreement at any time, as long as we give you reasonable notice.

YEAR TWO ONWARDS

MONTHLY PAYING CUSTOMERS (STANDING ORDER)

Should you have been a monthly paying customer for Year One, we will continue to collect payments on a monthly basis for every subsequent year of the agreement unless you tell us that you would like to cancel, or if we decide to cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We may also cancel the agreement at any time, as long as we give you reasonable notice.

ANNUAL PAYING CUSTOMERS (FULL AMOUNT PAID UP FRONT) (CASH, CHEQUE, DEBIT CARD)

Should you have paid the full annual amount up front in Year One we will write to you shortly before the end of the agreement period (ie 13 months from date of initial inspection) to ask how you wish to pay for your subsequent years cover unless you tell us that you would like to cancel, or if we decide to cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We may also cancel the agreement at any time, as long as we give you reasonable notice.

We will inform you about any changes to the Terms and Conditions or costs other than changes to the rate of VAT.

Initial safety inspection – applicable to Year One only

We will inspect your boiler (Plan 1) or boiler and system (Plan 2) to make sure they are safe and in good working order. Your HeatPlan engineer will complete an initial safety inspection checklist to show you what has been checked. Where possible, we will carry out this inspection within 28 days of the start of your initial enquiry.

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-refundable charge of £65.80 (including VAT @ 17.5%) for this service which is payable in advance and must be paid prior to acceptance to Heatplan. However, once received, this amount will be deducted from your annual Heatplan cost – please see below:

YEAR ONE

COVER REQUIRED	Total	Minus initial service/inspection fee	Annual payment due	Equivalent monthly payment
HEATPLAN 1 (£146.22 inc. VAT)	£146.22	£65.80	£80.42	£6.70
Plus 1 appliance	£60.00	£65.80	£140.42	£11.70
2 appliances	£120.00	£65.80	£200.42	£16.70
3 appliances	£180.00	£65.80	£260.42	£21.70
4 appliances	£240.00	£65.80	£320.42	£26.70
HEATPLAN 2 (£191.06 inc. VAT)	£191.06	£65.80	£125.26	£10.44
Plus 1 appliance	£60.00	£65.80	£185.26	£15.44
2 appliances	£120.00	£65.80	£245.26	£20.44
3 appliances	£180.00	£65.80	£305.26	£25.44
4 appliances	£240.00	£65.80	£365.26	£30.44

YEAR TWO ONWARDS

COVER REQUIRED	Total	Minus initial service/inspection fee	Annual payment due	Equivalent monthly payment
HEATPLAN 1 (£146.22 inc. VAT)	£146.22	–	£146.22	£12.19
Plus 1 appliance	£60.00	–	£206.22	£17.19
2 appliances	£120.00	–	£266.22	£22.19
3 appliances	£180.00	–	£326.22	£27.19
4 appliances	£240.00	–	£386.22	£32.19
HEATPLAN 2 (£191.06 inc. VAT)	£191.06	–	£191.06	£15.92
Plus 1 appliance	£60.00	–	£251.06	£20.92
2 appliances	£120.00	–	£311.06	£25.92
3 appliances	£180.00	–	£371.06	£30.92
4 appliances	£240.00	–	£431.06	£35.92

If for any reason your boiler/system is not accepted, we will provide you with a written explanation and quotation for the work that will be required for your boiler/system to be accepted. Alternatively, if the inspection reveals a problem, we may offer you HeatPlan cover excluding any parts that are obsolete or work that we have recommended that has not been carried out.

Safety and maintenance inspections

We will carry out a safety and maintenance inspection once in every year of your agreement. Where possible, we will carry out the inspection around the same time each year depending on our workload and your appointment preferences. You can also call us at any time to arrange or rearrange your safety and maintenance inspection.

Cancellation

You will receive full information with regard to Cancellation with your Welcome Pack.

CANCELLATION BY GREGOR HEATING

We will cancel your agreement if:

- You have given false information
- You do not make an agreed payment including the £65.80 (including VAT @ 17.5%) initial service/inspection charge
- We are not reasonably able to find parts to keep your system or appliance working safely
- Circumstances arise (including health and safety issues) that make it inappropriate for the agreement to continue

REFUND OF MONIES FOR CUSTOMERS WHO HAVE PAID A YEAR IN ADVANCE

If we cancel your agreement for any reason and no works have taken place within the year in question, you will receive a pro-rata refund based on the length of time remaining of the relevant 12 month period. If you have had a service/inspection there will be a minimum charge of £65.80 (including VAT) which will be deducted from the pro-rata amount owed to you.

If we cancel your agreement for any reason and any repair/callouts have taken place you will be liable for the full annual Heatplan cost remaining for the year in question and no refund will be given.

REFUND OF MONIES FOR CUSTOMERS PAYING BY MONTHLY STANDING ORDER

If we cancel your agreement for any reason and no works have taken place within the year in question, the Standing Order will be cancelled and no refund will be given for payments already received. If you have had a service/inspection there will be a minimum charge of £65.80 (including VAT).

If we cancel your agreement for any reason and any repair/callouts have taken place you will be liable for any monies remaining for the full annual Heatplan cost for the year in question.

CANCELLATION BY CUSTOMER

You are entitled to a cooling-off period of seven calendar days from the date of your initial inspection at which point you have been accepted for HeatPlan and your cover commences. You may cancel the agreement in writing within this period. Your initial service/inspection is not part of the cooling-off period as this has been agreed prior to the agreement being signed. (See 'Refund of monies' below).

You may also cancel your agreement with immediate effect, following advice from us of changes in prices or terms and conditions (refer to 'Refund of monies below').

Should you wish to cancel your agreement you must put this in writing to us. On the date that we receive your letter of cancellation you will cease to be covered by Heatplan.

REFUND OF MONIES FOR CUSTOMERS WHO HAVE PAID A YEAR IN ADVANCE

If you cancel the agreement in the cooling-off period and no work has been carried out, you will be entitled to a full refund less £65.80 (including VAT) for the initial service/inspection that has been agreed prior to the agreement being signed. If you have had a repair in the cooling-off period and signed the waiver for the contract to start before your cooling-off period you will not be entitled to a refund.

If you cancel your agreement for any reason and no works have taken place within the year in question, you will receive a pro-rata refund based on the length of time remaining of the relevant 12 month period. If you have had a service/inspection there will be a minimum charge of £65.80 (including VAT) which will be deducted from the pro-rata amount owed to you.

If you cancel your agreement for any reason and any repair/callouts have taken place you will be liable for the full annual Heatplan cost remaining for the year in question and no refund will be given.

REFUND OF MONIES FOR CUSTOMERS PAYING BY MONTHLY STANDING ORDER

If you cancel the agreement in the cooling-off period and no work has been carried out, no payments will be taken from your bank. There will be no refund for the £65.80 (including VAT) for the service/inspection as this has been agreed prior to the agreement being signed. If you have had a repair in the cooling-off period and signed the waiver for the contract to start before your cooling-off period you will not be entitled to a refund.

If you cancel your agreement for any reason and no works have taken place within the year in question, the Standing Order will be cancelled and no refund will be given for payments already received. If you have had a service/inspection there will be a minimum charge of £65.80 (including VAT).

If you cancel your agreement for any reason and any repair/callouts have taken place you will be liable for any monies remaining for the full annual Heatplan cost for the year in question.

Spare parts

If the spare parts necessary for your repair are not in stock, we will do all we reasonably can to find these from our suppliers in the shortest possible time. We may use approved alternative parts or parts that have been reconditioned by the original manufacturer.

Labour

All work will be carried out by one of our directly employed engineers, each of whom is fully qualified to Gas Safe standards and has been checked with the Criminal Records Bureau.

Accessing your system

Our materials and labour cost in accessing your system - for example, underfloor pipes - is to a maximum of £500 (including VAT @ 15%) for each job. Where carpets have been lifted, we will make reasonable endeavours to put things back to the way they were but the cost of redecorating is the responsibility of the consumer.

Pipes in concrete floors and buried in walls are not covered by this agreement. (Please see general Exclusions).

Using personal information

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

- Identify you when you contact us
- Help run and identify accounts and services we provide
- Help to prevent and detect fraud or loss
- Contact you in any way (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us and selected partners. We will only contact you in this way if you have previously shown your consent

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 our businesses
- If we have been asked to provide information for legal or regulatory purposes
- As part of current or future legal proceedings

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 competent person scheme operators and other appropriate organisations including Gas Safe and the ECA (Electrical Contractors Association). These operators and 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 provide you with a certificate to show that your appliances and so on meet Building regulations.

We may 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.

We may check your details with one or more licensed credit-reference and fraud-prevention agencies. We, and they, may keep a record of this search and the payment details from your account, and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded.

This information may be used by us and other organisations may search these records to:

- Help make decisions about credit and credit-related services for you and members of your household
- Help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household
- Trace debtors, recover debt, prevent fraud, and manage your accounts or insurance policies
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity; and
- Carry out statistical analysis about credit, insurance and fraud.

We, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

If you need details of those credit agencies and fraud-prevention agencies from which we get, and which we record, information about you, please write to our Data Protection Manager.

If you give us information on behalf of someone else, you confirm that you have given them the information set out in this document, and that they have not objected to their personal information being used in the way described in it. If you give us sensitive information about yourself or others (such as health details or any criminal convictions of members of your household), you agree (and confirm that the relevant subject of the information has agreed) to us processing this information subject in the way set out in this document.

If you are making a joint application or you have told us about some other financial association with someone else, a 'financial association' between you and that other person (or people) will be made at credit-reference agencies. This will link your financial records with that other person (or people) so that both (or all) your records will be taken into account in all future application by either or both (or all) of you. This will continue until one of you successfully files a notice with the credit-reference agencies asking that you are no longer financially associated with that person.

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.

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.

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 citizens advice bureau or trading standards department.

Miscellaneous

If any term of these Terms is held to be invalid, unlawful or unenforceable, it shall not affect the enforceability of any of the remaining Terms.

These Terms constitute the entire agreement between you and us with respect to the subject matter hereof.

Gregor Heating & Renewable Energy has a £10 million Public Liability in place.

Law

These Terms shall be governed and construed in accordance with English law and be subject to the exclusive jurisdiction of the English courts.

Customer Information

Replacing your boiler

The Energy Savings Trust recommends that gas central-heating boilers be replaced every 15 years. While boilers older than this can often still work properly, their effectiveness and efficiency becomes reduced. Technological advances mean that today's boilers, if regularly serviced, have significantly improved efficiency, performance, reliability and safety features. Every new boiler we sell is at least an A-rated condensing boiler with an efficiency of over 90% – this compares with boilers over 15 years old, which have an average efficiency of around 65%.

If it is not possible to repair it, for example where spare parts are no longer available, or should you choose to replace your

boiler at any time (however old it is), you will be entitled to a 10% discount off the full installation cost of the replacement boiler if you choose us to carry out the installation. This is not covered as part of your Heatplan agreement and will be at an additional cost.

Upgrading the system and energy-efficiency improvements

If you ask us to improve your system (for example, by adding new controls), we will give you a 1-year parts and labour guarantee.

As a BRE Global Certificate of Approval, Microgeneration and Low Carbon Buildings Approved installer in respect of the design and supply of solar thermal hot water systems, air-to-air, air-to-water and ground source heat pumps, we are able to provide these energy-efficient products at a reduced VAT rate of 5%.

To arrange an engineer visit, please contact us on 0117 958 2574.

PowerFlush

PowerFlush is a way of removing sludge and other waste from central-heating systems. We may also suggest you correct any design faults which might cause the problem to return. This work can increase the life of your system and improve efficiency.

When a repair is needed due to sludge (for example, damage to the pump, valves or radiators), we will complete this job, at no extra cost, as long as we have not already told you that you need a PowerFlush or similar procedure. Our engineer will also tell you what other work is needed to avoid further problems, or offer you a different HeatPlan option.

If we recommend that you carry out a PowerFlush, we will charge you to carry out this work. There will be no charge for any future PowerFlush work as long as you maintain a continuous HeatPlan agreement with us at that property and as long as we carry out any work to correct design faults.

Landlords' cover

We will only service the appliances that are i) included in your HeatPlan Scheme A or HeatPlan Scheme B agreement, or ii) additional gas appliances that you have 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 necessary 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 found will be chargeable and we will submit a quotation for this 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.



central heating peace of mind



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