

Special Conditions

These special conditions should be read in conjunction with our General Terms and Conditions, which are available from our office upon request.

Our Services

In return for payment by you of the annual maintenance charge (which in the first 12 month period [a year will be as set out in our acknowledgement of order] (the 'maintenance charge') we will provide our services to you in accordance with the level of service set out in our acknowledgement of order. Please note that we may, at our discretion, change the level of service provided, although if we do so you may give us 14 days' written notice to terminate the contract at the end of that year.

Under Heat Plan 1 and Heat Plan 2 we will provide our services in relation to any gas appliance described in our acknowledgement of order (the 'appliance').

If you have the benefit of one of our product Warranties, these Special Terms will apply.

The Annual Service

For all levels of service we will once during each year, carry out the following annual service in relation to the appliance of the central heating system (where relevant):

- * check that the gas-carrying components and gas controlling devices of the appliance or the central heating system (where relevant) are operating satisfactorily and, if we consider it necessary, clean and adjust them; and
- * inspect the burners and flueways of the combustion chamber and heat exchanger of the appliance of the central heating system (where relevant) and clean them where necessary.

We will let you know of the exact time and date when we will carry out the annual service. We promise that we will carry out the annual service in the second and each subsequent year within 6 weeks of the date upon which we carried out the annual service the previous year.

We can carry out the annual service outside our normal working hours, but if we do so you will have to pay us an additional charge (calculated on a time and materials basis).

Breakdown of Failure

For all levels of service, we will visit you within a reasonable time (normally 24 hours), of you notifying us that the appliance or central heating system has broken down or failed, and

(subject to the remainder of these special conditions) we will make any repairs and adjustments to and replace any parts of the appliance or central heating system as may be necessary to restore the appliance or central heating system to its proper operating condition.

Please note that we cannot be held responsible for any delay in the provision of replacement parts by our suppliers. If part of parts of the appliance or central heating system become (in our reasonable opinion) obsolete, unobtainable or beyond economical repair we may:

- * if they are available, supply and fit adequate replacement parts which are not the same as the parts being replaced; or
- * if no adequate parts are available, notify you and we shall be under no further obligation to maintain, make good, repair, replace or otherwise provide any to the services in respect of the appliance or central heating system (or such part of it as is affected by the lack of replacement parts). If this happens we will refund you an amount which we deem to be an appropriate proportion of the maintenance charge to reflect the fact that the appliance or central heating system (or part of it) is no longer being supported by us.

If you are entitled to the Heat Plan 1 level of service all parts and labour supplied in providing the breakdown or failure service will be payable by you in addition to the maintenance charge. If you are entitled to the Heat Plan 2 level of service (subject to the other provisions of the contract) only the parts supplied in providing the breakdown or failure service will be approved where the cost of any parts and labour exceeds £500 plus VAT (or such other limit as we notify to you in the future). We will accept the approval of any of your employees.

We reserve the right not to use and may refuse to accept any replacement parts supplied by any third party.

Condition of the Appliance or the System

We will not accept responsibility for, or be liable to provide the services if they are required as a result of, any inadequacy attributable to the original design or installation of the appliance or the central heating system. We make no warranty as to the fitness for purpose or condition of the appliance or the central heating system as at the start of the contract and we shall not be under any obligation to put the Appliance or central heating system into any better condition than it was in prior to the start of the contract.

We reserve the right to carry out an initial inspection of any appliance, gas pipe work or the central heating system and carry out any tests deemed necessary at your expense prior to the commencement of the provision of the services and make recommendations as to remedial work which must be completed (also at your expense) before we provide any of the services under the contract. If you fail to carry out any such remedial work we may reduce the level of service being provided or give 7 days' notice to terminate the contract.

Where an initial inspection has not been carried out by us, and on the occasion of our first visit to you to provide any of the services we discover that any of the appliances or part of the central heating system is not up to a suitable standard or has not been installed in accordance with current regulations and codes of practice we may reduce the level of service being provided or give you 7 days' notice to terminate the contract.

Where the level of service being provided is reduced or the contract is terminated we will refund you an amount which we deem to be an appropriate proportion of the maintenance charge.

Alteration of the Appliance of the Central Heating System

If during the period of the contract you wish to alter or extend the appliance or the central heating system or if the appliance or central heating system is to be worked on by any person other than one of our technicians you shall give two weeks' prior written notice to us and we may then either:

- * agree that the contract shall apply to the appliance or central heating system (as the case may be) as altered or extended; or
- * terminate the contract forthwith whereupon we will refund you an amount which we deem to be an appropriate proportion of the maintenance charges to reflect that termination.

If the appliance of the central heating system is altered or extended without our prior agreement the contract will automatically terminate.

Exclusions

The services do not include any of the following (and if any such work is carried out by us you may be liable to pay us an additional charge for that work) other than as may be required by law:

- * turning off or lighting up the appliance or central heating system and adjustment to time switches, controls, etc., unless such work is required as a result of a fault with an unrelated part of the appliance or central heating system;
- * the replacement of decorative parts, trim or cases;
- * any work caused by or arising out of the failure by you to comply with the instructions or recommendations of either us or the manufacturer or the installer of the appliance or the central heating system, or your failure to take reasonable

precautions to protect or minimise damage to the appliance or the central heating system when it breaks down or fails:

- * any work required as a result of wilful damage;
- * any work required as a result of any fault or failure of the electrical system within the premises at which the appliance or central heating system is located, or the public electricity, gas or water supply to the appliance or the central heating system;
- * any rectification of pipe work contained within the fabric of the building in which the appliance or the central heating system is installed (e.g. under wood or solid floors or walls etc);
- * any work or materials required to rectify an electric immersion heater;
- * descaling and any work required as a result of damage caused by hard water deposits or aggressive water unless such matters are specifically referred to in our acknowledgement of order as being covered;
- * making good any damage resulting from fire, flood, lightning, explosion, storm, tempest, frost, other natural hazards, act of terrorism, war or civil disorder;
- * any damage caused by negligence;
- * any work required to the building, or the fixtures, decorations, furniture or fittings of the building, in which the appliance or central heating system is situated arising out of any cause whatsoever other than the negligent or wrongful act of us or our employees or agents;
- * any work on compensators, optimisers, microprocessor based system controls and time clocks with battery failure;
- * any overhaul of circulation pumps and ventilating fans, unless such work is required as a result of a fault with an unrelated part of the appliance or central heating system;
- * any work required to be carried out to secondary circulation pumps, mechanical flues, pressurisation units and associated controls, the electrical supply up to the isolation switch of the appliance or the internal gas installation pipes up to the appliance isolation cock;
- * repair or replacement of heat exchangers, flues, mechanical flues, and cold water supply tanks, unless the tank's sole purpose is to serve as an expansion tank;
- * gas soundness testing or safety certification;
- * any work required as a result of inherent design fault in the central heating system or the appliance or any installation of which the appliance forms part, whenever such fault is discovered by us;
- * carrying out any examination required in order to comply with the Pressure Systems and Transportable Gas Container Regulations 1989;
- * any maintenance of the appliance or central heating system which is necessitated as a result of any cause other than fair wear and tear or our neglect or fault;
- * any further exclusions specified in our acknowledgement of order.

Heat Plan 1 and Heat Plan 2 levels of service do not include any work which involves draining down of the water from the system and/or boiler and if such work is required it will be the subject of an additional charge.

Sacrificial anodes contained in water heaters are only inspected as part of the annual service provided the anode can be removed in accordance with the manufacturer's instructions. Our technician will inform you if any extra work is required to remove the sacrificial anode. This extra work will be the subject of an additional charge. If the sacrificial anodes could not be inspected during the latest annual service and the heat exchanger subsequently requires replacement you will be liable to pay an additional charge for the replacement. Should the sacrificial anode require replacing this will be the subject of an additional charge.

Gas dryer appliances are covered under the Heat Plan 1 level of service but not under other levels of service. This will only cover the gas carrying parts. Drums, electric motors, drive belts etc. are not covered.

Commercial fish fryer appliances are covered under the Heat Plan 1 level of service but not under other levels of service. This will only cover the gas carrying parts. Flues, fans, fat boxes etc. are not covered.

Your obligations

For the duration of the contract you must:

- * ensure that proper environmental conditions are maintained for the appliances and central heating system and will maintain in good condition the accommodation of the appliances and central heating system, the cables and fittings associated with them and any electricity supply to them;
- * not make any modification to the appliances and central heating system otherwise than in accordance with these obligations;
- * ensure that the external surfaces of the appliances and central heating system are kept clean and in good condition and will carry out any minor maintenance recommended by the manufacturer or installer from time to time;
- * except as mentioned elsewhere in the contract, not attempt to adjust, repair or maintain the appliance or central heating system and not request, permit or authorise anyone other than us to carry out any adjustments repairs or maintenance of the appliances or central heating system;
- * not use in conjunction with the appliances or central heating system any accessory, attachment or additional equipment other than that which has been supplied by or approved in writing by us;
- * upon reasonable notice, provide us with full and safe access to the appliances and central heating system for the purposes of the contract;

- * provide adequate working space around the appliances and central heating system for the use of our personnel and make available such reasonable facilities as may be requested from time to time by us for the storage and safekeeping of test equipment and spare parts;
- * wherever possible, provide a suitable vehicle parking facility for use by our personnel which is free from any legal restrictions and immediately close to the location at which the appliances and central heating system are installed;
- * ensure in the interests of health and safety that our personnel, while on your premises for these purposes, at all times have access to a member of your staff familiar with your premises and safety procedures;
- * promptly notify us if the appliances or central heating system need maintenance or are not operating correctly;
- * make available to us free of charge all facilities and services reasonably required by us to enable us perform the services.

Payment

We will send you a renewal notice and invoice for the maintenance charge before the start of each year and you will have at least 30 days from when you receive the renewal notice to make payment.

We will notify you of the maintenance charge for future Years at least four weeks before the start of that year. This notification will also include details of any changes to the level of service.

You must make total payment of the maintenance charge and any VAT in cleared funds in advance. If we agree that you can pay the maintenance charge instalments you must pay each instalment when due, otherwise you will have to pay all the remaining instalments immediately.

Duration of the Contract

The contract will, subject to our general terms and conditions, continue unless or until terminated. Either party may at any time give the other 14 days' written notice to terminate the contract at the end of that year.

Changes of Ownership

If the ownership of the appliance or central heating system changes the new owner shall have the benefit of the contract for the remainder of that year provided that the new owner shall have first signed and returned to us a letter, in a form approved by us, accepting our general terms and conditions and these special conditions and agreeing to pay any payment that has or may become payable under the contract.