

Terms and Conditions for Cover plan ('standard conditions')

September 2024



GOS Heating Limited cares about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our **standard conditions**, we want to point out that GOS Heating Limited is the data controller of your personal data. During our relationship with business customers, we may collect and use personal data. This can include personal data about yourself, your employees, workers, contractors, agents, clients, tenants or customers. Although the Privacy Notice does not form part of the agreement between you and GOS Heating Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights.

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It is important you read these **standard conditions** carefully, together with your **welcome pack** as this confirms the **products** and **agreement** you hold with us.

If anything is not correct in your **welcome pack**, please call us on 01772 734966 and we will send you the latest version.

This **agreement** is between **GOS Heating Cover Limited** ('**GOS Heating**', 'we' or 'us') and you, our customer ('you'). We will assume that any person contacting us in relation to the **agreement** is duly authorised to act on your behalf unless you notify us in writing otherwise.

1 Understanding these standard conditions

In these **standard conditions**, when the following words are shown in bold they have the meanings shown below:

Agreement	all of the products you have with us
Appliance	the mains gas appliance (such as a boiler) that is listed in your welcome pack and that a product applies to
Annual service	a check each year to ensure your appliance is safe and working properly. You can find more details in section 4 (Visiting you)
Approved list	an appliance or system that we can repair or parts that can be replaced
GOS Heating Cover	GOS Heating Cover Limited with Company number 08780388 with registered office: 47 Egerton Road, Preston PR2 1AL
GOS Heating Cover Powerflush	a process where we remove sludge from your appliance or system
Consumer	as defined in the Consumer Rights Act 2015
First Visit	where we may visit you after you first take out a product and confirm whether it can be included within your agreement . For the avoidance of doubt it will include an annual service (where possible). You can find more details in the section 4 (Visiting you)
Gas appliance record	this provides a summary of your annual service or first service . For the avoidance of doubt it is not the same as a premier gas safety record or a landlord gas safety record
Landlord	as defined by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998
Landlord gas safety record	a gas safety record as required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998. Also known as 'CP12'
Period of agreement	as defined in clause 3.3
Premises	the address you have specified for where the system or appliance is located
Products	the cover plan for a certain appliance or system . You can find more information in the section 2 (Our products)
Repair(s)/Repairing/Repaired	where we fix your appliance or system following a fault or individual breakdown. For the avoidance of doubt, a repair does not include any of the general exclusions at section 6
Replacement/Replace/Replacing	where we replace part of your appliance or system with a GOS Heating Cover approved standard alternative. We'll provide similar functionality but not necessarily an identical make and model or type of fitting. For the avoidance of doubt, a replacement does not include any of the general exclusions at section 6 and will not include the replacement of the whole appliance or system
Sludge	the natural build-up of deposits in your appliance or system , as your pipes corrode over time

Suspend/Suspense/Suspended

means your **agreement** will still be active on our **system** and you will still be paying for your **agreement** but we are not obliged to carry out any further work until the issue that placed your **agreement** into **suspense** is resolved

System

the wet heating **system** that is listed in your **welcome pack** and that a **product** applies to. A **system** generally comprises of an **appliance**, pump, radiator and valves, hot water cylinder and expansion tank (where fitted), motorised valve(s), room thermostat(s) and programmer/timer, together with the primary **system** composed of pipework and wiring (but excluding cold water supply pipes, hot water taps/thermostatic mixing valves and any pipework associated with these)

Upgrades

improvements that make your **appliance** or **system** safer or more efficient

Welcome pack

The document(s) that shows the **products** you have with us, the **period of agreement** and how much is left to pay

Any words following the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to 'in writing' or 'written' includes faxes and e-mails.

A reference to a statute, regulation or statutory/regulatory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 Boiler cover Plans

Cover Plan 1 (Annual Boiler service cover, From £7 per month)

What's included:

- ✔ Boiler health efficiency test
- ✔ Annual Service

What's not included:

- ✘ 365 boiler call out
- ✘ System top up (unless done at the time of annual service)
- ✘ Boiler repairs or replacement parts
- ✘ Re-setting of controls, including clock, thermostats and wireless devices (unless done at the time of annual service)
- ✘ Any central heating work
- ✘ Any plumbing works

Note: Landlords Gas Safety Inspection (CP12) from an extra £1.00 per month

Cover Plan 2 (Boiler PLUS+ cover, From £14.95 per month)

What's included:

- ✔ Emergency Call outs 365 days per year
- ✔ Boiler health efficiency test
- ✔ Boiler repairs including labour and parts
- ✔ Annual Boiler Service

What's not included:

- ✘ Boilers over 12 years old (older boilers at GOS Heating Ltd discretion) and or beyond economical repair.
- ✘ Removing sludge or hard water scale from the boiler or heating system.
- ✘ Damage caused by you or other persons..
- ✘ Consequential loss.
- ✘ Normal insured risks – The cost of repairs caused by freezing (covered under boiler PLUS+, central heating & plumbing), subsidence, structural repairs, explosion, fire, lightening, accident, flood or storm.
- ✘ The cost of damage caused by the utility companies, e.g. Gas, Electricity or water.
- ✘ Improvement works needed to bring the boiler or system to current standards.
- ✘ Re-setting of controls, including clock, thermostats and wireless devices (unless done at the time of annual service).
- ✘ Any central heating works
- ✘ Any plumbing works
- ✘ Removing asbestos associated with repairing the appliance

Note: Landlords Gas Safety Inspection (CP12) from an extra £1.00 per month

Cover Plan 3 (Boiler PLUS+ and Central Heating cover, From £18.95 per month)

What's included:

- ✔ Emergency call outs 365 days per year
- ✔ Boiler health efficiency test
- ✔ Labour and parts if your system breaks down
- ✔ Boiler repairs
- ✔ Central Heating System, Inc. Pump, Radiator valves, Pipework, Control valves
- ✔ Standard Time clocks, Programmers, Room thermostats
- ✔ Repairs to gas pipework after the meter up to boiler.
- ✔ Repairs only to hot water cylinders and immersion heaters.
- ✔ Annual boiler service.

What's not included:

- ✗ Boilers over 12 years old (older boilers at GOS Heating Ltd discretion) and or beyond economical repair.
- ✗ Internet based controls i.e. Wave, Nest etc.
- ✗ Removing sludge or hard water scale from the boiler or heating system.
- ✗ Repairing or replacing parts of your central heating system and controls that are specifically designed for: *piped underfloor heating*
- ✗ The cost of repairs needed due to design faults unless it is GOS' mistake.
- ✗ Damage caused by you or other persons.
- ✗ Consequential loss
- ✗ Normal insured risks –The cost of repairs caused by freezing (covered under plumbing), subsidence, structural repairs, explosion, fire, lightening, accident, flood or storm.
- ✗ The cost of damage caused by the utility companies, e.g. Gas, Electricity or water.
- ✗ Improvement works needed to bring the boiler or system to current standards.
- ✗ Replacing or repairing decorative or other parts which do not affect how the system works.
- ✗ CRe-setting of controls, including clock, thermostats and wireless devices (unless done at the time of annual service).
- ✗ CRemoving asbestos associated with repairing the appliance or system.
- ✗ CRepairing any damage or redecoration due to system alteration.
- ✗ CRepairing or replacing any lead or steel pipes.
- ✗ CReplacement of hot water cylinder and radiators.

Note: Landlords Gas Safety Inspection (CP12) from an extra £1.00 per month

Cover Plan 4 (Boiler PLUS+, Central Heating & plumbing cover, From £22.95 per month)

What's included:

- ✓ Emergency call outs 365 days per year
- ✓ Boiler health efficiency test
- ✓ Labour and parts if your system breaks down
- ✓ Boiler repairs
- ✓ Central Heating System, Inc. Pump, Radiator valves, Pipework, Control valves
- ✓ Standard Time clocks, Programmers, Room thermostats
- ✓ Repairs to gas pipework after the meter up to boiler.
- ✓ Repairs only to hot water cylinders and immersion heaters.
- ✓ Annual boiler service.
- ✓ Hot and cold-water pipes from the internal mains stopcock.
- ✓ Replacing washers in taps.

- ✔ Cold water storage tank.
- ✔ Leaking overflow pipes.
- ✔ Standard ball valves and toilet syphon.
- ✔ Pipes that have burst as a result of cold weather.
- ✔ Waste pipes from sinks and baths.
- ✔ Pipework to the shower.

What's not included:

- ✘ Boilers over 12 years (older boilers at GOS Heating Ltd discretion) and or beyond economical repair.
- ✘ Replacing taps.
- ✘ Replacing showers.
- ✘ Electric showers.
- ✘ Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, macerators and electrical units for toilets.
- ✘ Repairing or unblocking drains.
- ✘ Items listed as not covered under Boiler and Central Heating System Cover as above.
- ✘ Shower heads or shower controls.

Note: Landlords Gas Safety Inspection (CP12) from an extra £1.00 per month

Cover Plan 5 (Premium PLUS cover, From £33.95per month)

What's included:

- ✔ Central Heating System, Inc. Pump, Radiator valves, Pipework, Control valves
- ✔ Boiler health efficiency test
- ✔ Labour and parts if your system breaks down
- ✔ Boiler repairs
- ✔ Central Heating System, Inc. Pump, Radiator valves, Pipework, Control valves
- ✔ Standard Time clocks, Programmers, Room thermostats
- ✔ Repairs to gas pipework after the meter up to boiler.
- ✔ Repairs only to hot water cylinders and immersion heaters.
- ✔ Annual boiler service.

- ✔ Hot and cold water pipes from the internal mains stopcock.
- ✔ Replacing washers in taps.
- ✔ Cold water storage tank.
- ✔ Leaking over flow pipes.
- ✔ Standard ball valves and toilet syphon.
- ✔ Pipes that have burst as a result of cold weather.
- ✔ Waste pipes from sinks and baths.
- ✔ Pipework to the shower.

Beyond Economical Repair (B.E.R)

Our engineer can decide that your boiler is beyond economical repair, and you will be eligible for a like for like new energy efficient boiler if:

- a) the boiler has been serviced every year by GOS Heating since it was installed;
- b) the age of the boiler is no more than 7 years old;
- c) there has been no breach on information provided.

What's not included:

- ✘ Boilers over 12 years old (older boilers at GOS Heating Ltd discretion) and or beyond economical repair.
- ✘ Removing sludge or hard water scale from the boiler or heating system.
- ✘ Damage caused by you or other persons.
- ✘ Consequential loss.
- ✘ Normal insured risks – The cost of repairs caused by freezing (covered under boiler PLUS+, central heating & plumbing), subsidence, structural repairs, explosion, fire, lightening, accident, flood or storm.
- ✘ The cost of damage caused by the utility companies, e.g. Gas, Electricity or water.
- ✘ Improvement works needed to bring the boiler or system to current standards.
- ✘ Re-setting of controls, including clock, thermostats and wireless devices (unless done at the time of annual service).
- ✘ Any central heating works
- ✘ Any plumbing works
- ✘ Removing asbestos associated with repairing the appliance

Note: Landlords Gas Safety Inspection (CP12) from an extra £1.00 per month

Landlord Gas Safety Record (CP12)

If you are a **landlord**, it's a legal requirement to have a valid gas safety check every 12 months for the gas installation pipework, flues and any gas **appliance(s)** on your **premises** that you rent.

To issue a **landlord gas safety record** each **appliance** and gas installation pipework needs to be checked at the **premises**. If we are not able to complete a check on any **appliance** or part of the gas installation pipework, we will advise you of this.

We can issue a copy of the **landlord gas safety record** to you and also your tenant.

What's included:

- ✔ a safety inspection on the **appliance(s)** and gas installation pipework at the **premises**;
- ✔ the **landlord gas safety record** will include details of the gas installation pipework and all **landlord's appliances** checked by us;
- ✔ if your **product** also includes an **annual service** you will receive your **landlord gas safety record** at the same time as your **annual service**; and
- ✔ we will still issue a **landlord gas safety record** where we discover that any part of our inspection (including your **appliance** or gas installation pipework) fails. We will include the details of the faults found and any remedial action (including disconnecting the **appliance**).

What's not included:

- ✘ any **repairs** or **replacements**;
- ✘ an **annual service**;
- ✘ any of the exclusions listed in section 6;
- ✘ any **repairs** or remedial actions recommended by us in the **landlord gas safety record**;
- ✘ a future inspection to check that any **repairs** or remedial actions have been completed and to update your **landlord gas safety record** of this fact (there will be an additional charge);
- ✘ **repair** or **replacement** of your gas pipework installation; or
- ✘ if you have already received a **first service** or **annual service** as part of your **product** and you request a **landlord gas safety record** afterwards, we will charge an extra amount for carrying out **landlord gas safety record** (we will let you know what this is).

3 General conditions – your agreement

English law

- 3.1 Your **agreement** is bound by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.

English language

- 3.2 Everything we write to you, including **standard conditions**, will be in English.

Period of agreement and renewals

- 3.3 The period of your **agreement** is the day we accept your application (the '**agreement start date**') and will run for an initial period of 12 months following which, unless terminated by you (at any time), it will be automatically renewed every 12 months and continue until terminated by you or us ('**period of agreement**').
- 3.4 We will write to you before your **agreement** is due for renewal to let you know if any of your **products** or prices are changing.
- 3.6 If you do not want to renew this **agreement**, all you need to do is call us 28day prior to the monthly due date.

Prices and price changes

- 3.7 Your **welcome pack** shows the amount for the product you have chosen for each **appliance** and **system** you advised us of. All amounts are exclusive of VAT unless expressly stated otherwise. The price will not include any additional services that you may require which are excluded from your **agreement**.
- 3.8 Your **agreement** price will not change during your **agreement** unless:
- 3.8.1 the Government chooses to make a change in the relevant tax rate;
 - 3.8.2 if upon the **first service** or at the **annual service**, we identify that the **appliance** or **system** is different from the one that we have on your **welcome pack**;
 - 3.8.3 you request to add or change the **products** within your **agreement**;
 - 3.8.4 we are required to change your **agreement** (including upgrading or downgrading your **agreement**) as a result of the **appliance** or **system** no longer (in our discretion) being suitable for a particular **product**; or
 - 3.8.5 you agree to additional services that are not part of your agreement; then we may apply a different agreement price.
- 3.9 We review our pricing annually and you will be informed of any changes from time to time and at renewal.

Payments

- 3.10 You can pay for your agreement monthly by D.D or S.O or yearly by cheque, debit or credit card or BACS. All payments will include the relevant taxes at the relevant rates.

Your appliance or system

- 3.11 The agreement is only for the appliance(s) and/or system(s) located inside your premises and as set out in your welcome pack.
- 3.12 If your appliance or system is covered under a third-party or manufacturer warranty, it's your responsibility to make contact with them. Any parts required would need to be fitted by the manufacturer and not GOS Heating Ltd.
- 3.13 If you change an appliance or system, you need to tell us the make and model of the new one, so that we can check that we can provide the same product. If it's not the same, we may need to cancel or amend your product.

Where we can provide the service

- 3.14 We generally provide our products across the Northwest of England but there are some remote areas that are excluded. If this affects you, we will advise you when we process your application or during your agreement.

Variation

- 3.15 We reserve the right to make changes to the terms of this agreement from time to time. Where we do so, we will write to you to explain the changes and notify you when such changes will take effect. You can always cancel your agreement if you are not happy with the changes – see section 9 (Cancelling your agreement) for more information.

Entire agreement

- 3.16 These standard conditions contain all the terms which we have agreed with you in relation to the products and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings, whether written or verbal, relating to its subject matter.
- 3.17 You acknowledge that you have not relied upon any warranty, representation, welcome pack or understanding made or given by or on behalf of us which is not set out in these standard conditions and you agree that you shall have no claim in respect of the same.
- 3.18 You agree that you shall not claim for innocent or negligent misrepresentation or misstatement based on any statement in these standard conditions.
- 3.19 You acknowledge that no waiver, alteration or modification to these standard conditions shall be valid unless made in writing and signed by us.
- 3.20 Nothing in these standard conditions will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

No waiver

- 3.21 If you breach any part of these standard conditions and we do not respond right away, that does not necessarily mean we will not do anything about it later on. For example, if we do not immediately ask you for money that you owe us, it will not stop us from asking for it later on.

4 Visiting you

Appointments

- 4.1 We will offer you an appointment window time between 9am-4pm (Monday to Friday, excluding bank holidays) unless we advise you otherwise. We cannot guarantee an appointment for the same day, but all reasonable endeavours will be made for emergencies. Out of hours appointments are for emergencies only.

First service

We aim to allocate your annual boiler service between the months of April and September unless a manufacturer warranty is in place which requires a service to the appliance during the colder months. We will contact you to arrange your first service.

Annual service

- 4.2 One of our engineers will visit your premises once a year for an annual service to check that your appliance or system is working safely.
- 4.3 We will contact you to arrange your annual service. The date of your annual service will be subject to engineer availability, and we may re-schedule your annual service to fit in with our scheduling. If this does not work for your compliance requirement, please let us know and we will use our reasonable endeavours to meet your request.
- 4.4 If you do not contact us to arrange your annual service, we will attempt to contact you a maximum of three times. If we don't receive a response, we will not contact you again in respect to that year's annual service. If you don't contact us prior to us contacting, you for the following annual service (on or about 12 months' time) you will only receive one annual service for both those years. You will not receive a refund for any annual service missed where you have not replied to our attempts to contact you.
- 4.5 If you call us out for a repair or replacement in the three months prior to your annual service being due, we may carry out your annual service at the same time we visit to repair or replace.
- 4.6 We will not normally carry out an annual service if we have already carried out a first service or annual service at the same premises in the previous 12 months, even if you are the new owner or occupier.
- 4.7 Our engineer will also check that all the information you have provided to date is correct; your appliance or system is on our approved list; it is the appliance or system on your welcome pack; the appliance or system is aligned to a suitable product (at our sole discretion); and your appliance or system (as applicable) does not have any pre-existing faults and is in good working order. Examples of where we believe the appliance or system is not suitable for the level of product you have chosen include:
 - 4.7.1 if parts are unavailable or obsolete
 - 4.7.2 if there are design faults which can cause frequent problems, for example: undersized pipework; or
 - 4.7.3 if the **appliance** or **system** was not installed in accordance with the manufacturer's instructions or not installed to a recognised standard.

Our engineers

4.20 Normally, we'll send a **GOS Heating** engineer to carry out the works.

Reasonable timescales

4.21 We'll carry out any **repairs, replacements** or visits (including **annual service**) you're entitled to within a reasonable time, unless something beyond our control makes that impossible, for example adverse weather – in which case we'll let you know as soon as possible, and we will let you know another time when we can visit.

Getting to your premises

- 4.22 Our engineers will only work in your **premises** if there's someone 18 years or older present at all times during the visit and that person is familiar with the **premises** and safety procedures. It's your responsibility to give us access to your **premises** at all times necessary.
- 4.23 Where possible, you will provide us with a suitable vehicle parking facility free of charge and close to the **premises**. If one is not available, we reserve the right to expense you for any reasonable charges.
- 4.24 If we can't get access we won't be able to complete the appointment. If we are unable to gain access to your **premises** on any agreed occasion, we may apply an aborted visit fee upto £84 (including VAT).
- 4.25 If you don't re-arrange another appointment your **agreement** will still continue and you will still pay for your **agreement**. After three failed attempts to get into your **premises**, we may cancel you **agreement** but we'll let you know beforehand.

Gaining access to your appliance or system

- 4.26 While we are carrying out any of the **products**, you will comply with any reasonable requirements we may request in order to carry out the **agreement** including ensuring the immediate area is:
- 4.26.1 kept clear of obstruction;
 - 4.26.2 adequately lit; and safe access.
 - 4.26.3 Pets.ie dogs should be kept away from the engineer.

Working in dangerous or unsafe conditions

- 4.27 You are required to make us aware of any health and safety risks or precautions before the work starts at the **premises** and you shall notify us immediately of any issues that may impact our ability to safely carry out the work.
- 4.28 We won't start or continue doing any work in your **premises** if we believe there's a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse or harassment. We won't return to finish the work until that risk is gone.

Your responsibilities

4.29 You shall be responsible for:

4.29.1 giving us prompt notification of any error, fault or breakdown of the **appliance** or **system** (as applicable);

4.29.2 removing any fixtures and fittings or growing items prior to us commencing any of the works as we will not **replace** them if they are destroyed or damaged, including the lifting and replacement of soft floor coverings such as carpets, vinyl, laminates and carpet tiles, as well as the removal of any decorated panelling boxing or fitted furniture such as kitchen cabinets, shelving or wardrobes. Where we agree with you, we will endeavour to open, lift or remove such coverings or materials with as little disturbance or damage as possible to gain sufficient access to carry out our work, but we will not be responsible for any redecoration or professional re-fitting required on completion of that work;

5 Making repairs

Safety and improvement

advice Spare parts

5.22 We'll provide **replacements** with similar functionality but not necessarily an identical make and model or type of fitting.

5.23 You can give the engineer a part that you've bought yourself that we approve. We reserve the right to refuse use of any parts which are not supplied by us and these will not be included in our **warranty**. We will not refund the costs of any parts you purchase without our prior **agreement**.

5.24 If our engineer doesn't have the parts they need with them on the day of the appointment, We will seek to obtain these parts and arrange another appointment as soon as reasonably practicable.

5.25 If we've agreed to include an **appliance** or **system** within the **agreement** but it becomes difficult to find spare parts, we'll do what we can, within reason, to **repair** it and/or provide an **annual service**. If we still can't get hold of the parts we need after that due to them being obsolete, unobtainable or beyond economic **repair** (in our reasonable opinion), we may need to cancel or amend your **agreement** (or part of it).

GOS Heating Cover Powerflush

5.26 Over time, your **appliance** or **system** may build up **sludge** that can block or narrow your pipes, radiators and **appliance**. **GOS Heating Cover Powerflush** is our way of removing that **sludge** from your **system**.

5.27 We'll tell you if your **system** needs a powerflush to work properly. You'll need to pay for it separately as removing **sludge** isn't included in your **agreement**.

5.28 If someone else carries out a powerflush for you, you'll need to show us the receipt before we carry out any more **repairs** or **replacement works** for damage caused by **sludge**.

6 General exclusions

Who can benefit from this agreement?

6.1.1 Nobody other than you can benefit from your **agreement**.

Cash in lieu

6.2 We won't offer you cash instead of carrying out **annual service, first service, repairs or replacements**.

Incomplete annual service

6.3 Where the fault is not included in your **agreement**, we will give you 28 days, from the date of the **annual service**, to fix the fault relating to your **appliance** or **system** prior to amending, or cancelling your **agreement**. During the 28 days, your **agreement** will be **suspended** and you will still be paying for your **agreement** but you will not be entitled to any **repair** or **replacement** until we have received confirmation from you.

Pre-existing faults

6.4 Our **products** don't include, and we will not carry out, a **repair** or **replacement** to any faults or design faults that:

6.4.1 we've told you about before and you haven't fixed;

6.4.2 we couldn't reasonably have been expected to know about or identify before. For example, faulty pipes that don't have the correct protection, which are buried under concrete floors; or

6.4.3 prevent access because a part of your **system** has been permanently built over, under the floors or in the structure of the building (for example: control wiring, pipeworks or warm air ducting).

6.5 Where a fault ('**first fault**') is eligible for a **repair** or **replacement** but the fault is also connected to a fault that is excluded from your **agreement** ('**second fault**'), we will only carry out that **repair** or **replacement** to the **first fault** once. For example, where a pump runs dry and fails because of a water leak on hidden pipework.

6.6 If the **first fault** breaks down again after we have **repaired** or **replaced** it once, you'll need to fix the **second fault** (and we will need to check it) prior to fixing the **first fault** again. You will continue paying for the **agreement** until you or we choose to cancel your **agreement**.

Modification, accidental damage or damage caused by anyone but us

6.7 If anyone other than us carries out any work on your **appliance** or **system** (including you) and damages or modifies it, your **agreement** doesn't include putting that right. This includes whether or not it is following our advice. If we attend and re-instate your **system** or **appliance** to an operational condition as a result of damage caused by somebody else, we will charge you our reasonable costs as this **repair** will be excluded from your **agreement**.

6.8 This also includes any error, omission, quality or fault relating to any material supplied by a third party.

Cosmetic damage

6.9 Your **product** doesn't include **repairs** or **replacement** for minor damage that doesn't stop your **appliance** or **system** from working properly or make it unsafe. For example, if you've scratched your **appliance** casing.

Deliberate damage or misuse

- 6.10 We won't **repair** or **replace** any parts that have been deliberately damaged or misused. Our engineer will use their reasonable opinion to determine how the damage was done.

Damage linked to the supply of your gas, water or electricity

- 6.11 We won't **repair** any damage that's caused by changes in, or problems with the supply of your gas, water or electricity.

Any damage that's normally covered by insurance

- 6.12 Your **product(s)** doesn't include **repairing** or **replacing** any damage caused by extreme weather, subsidence, flooding, structural issues, fire, accident or explosions – or any other kind of damage that's normally covered by your insurance for your **premises**. You should check your insurance to make sure you have enough cover for these risks.

Any loss or damage to do with radio signals

- 6.13 We're not responsible for any loss or damage you suffer if someone changes or interferes with your radio frequency setting which stops your **system** or controls working properly.

Communication connections

- 6.14 We're not responsible for replacing batteries in boiler controls/thermostat or the connection to your boiler controls from the internet, mobile phone or any other equipment.

Any other loss or damage

- 6.15 Unless we cause it, we'll not be responsible for any loss or damage to property as a result of your **appliance** or **system** breaking or failing, including any cleaning needed or damage to fixtures of furniture. For example: damage caused by water leaks.

Making any improvements

- 6.16 Your **product(s)** only include **repairing** or **replacing** parts of your **appliance** or **system** when it stops working properly – it doesn't include any improvements or **upgrades**, for example: changing standard efficiency pumps for more energy efficient or EUP compliant variable speed models.

Steel, lead or iron pipes

- 6.17 We won't **repair** or **replace** any lead, piping or central heating iron/steel pipes.

Making good

- 6.18 We will fill in any holes and leave the surface level where access has to be made to your **appliance** or **system** in order to carry out a **repair** or **replacement** but we are not responsible (unless we have been negligent) for any redecoration or rectification that may be needed following the work for example **replacing** the original surface.
- 6.19 Where we have to **replace** any components we will use reasonable endeavours to **replace** components with those of an equivalent approved operational standard but do not guarantee to provide a like for like **replacement**.

Trace and repair

- 6.20 Your **agreement** does not include investigating any fault that is not contained within the **appliance** or **system** (as applicable), for example any time spent by the engineer identifying leaks or faults on pipework that are outside of your property.

Other exclusions

- 6.21 Any delay, error or problem caused by any act or failure to act by you.
- 6.22 Turning off or reinstating of, or adjusting the **appliance** or **system** where no fault is evident (for example; topping up pressure, re-setting or adjusting controls or programs, re-setting **appliance**, bleeding radiators unless at time of service.
- 6.23 Removing **sludge** or hard-water scale from your **appliance** or **system** or **repairing** damage caused by scale, **sludge** or other debris if we have told you that permanent **repairs**, improvements or a **GOS Heating Cover Power flush** (or a similar cleaning procedure) are needed to help make sure your **appliance** or **system** works properly.
- 6.24 The provision of corrosion inhibitor or other water treatment chemicals.
- 6.25 Water supply tanks (unless solely a central heating expansion tank).
- 6.26 **Repairing** or **replacing** chimney/flue systems.

7 Complaints

- 7.1 We occasionally make mistakes and when this happens, we want to deal with the problem straight away. Call us on 01772 734966 or email us on info@gosheating.co.uk

8 Privacy

- 8.1 Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called '**data processing activities**'), including personal data of your agents or tenants, you agree that you will notify the individuals of these **data processing activities**.

9 Cancelling your agreement

Your cancellation rights

How you can cancel

You can cancel your **agreement** or a **product** at any time, by calling us on 01772 734966 or by writing to us at: GOS Heating cover, 47 Egerton Road, Preston, Lancashire PR2 1AL. Email: info@gosheating.co.uk

- 9.1 If you cancel your product within 14 days
- 9.2 We'll give you a full refund of your **product(s)** if you cancel within 14 days of your **agreement start date** or renewal date (as applicable) or from the date you received these **standard conditions** (if this is later).

When we can cancel

- 9.3 We can cancel or **suspend** your **agreement** or **product** if:
- 931 you give us false information.
 - 932 your **appliance** or **system** isn't on our **approved list**.
 - 933 we find a pre-existing fault during your **first service**, or your **appliance** or **system** does not comply with legal and regulatory standards, or we are not able to carry out a **first service**.
 - 934 we give you 14 days' notice.

 - 935 we can't find the parts we need to **repair** your **appliance** or **system** despite our reasonable attempts.
 - 936 if circumstances arise which make it inappropriate for us to continue your **agreement**, for example: you put our people's health and safety at risk, for example, physical or verbal abuse.
 - 937 you don't let us in to your **premises** to work, despite several attempts or your **appliance** or **system** is inaccessible.
 - 938 we tell you to make permanent **repairs** or improvements, but you don't.
 - 939 you don't make your payments. We'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we 'll cancel your **agreement** no less than 30 days after the date we first found out your payment had failed.
 - 9310 if you do not comply with the terms of your **agreement**; or
 - 9311 if you've engaged a third party to also work on your **appliance** or **system**.
 - 9312 if your **appliance** or **system** is changed so that it no longer reflects the **appliance** or **system** included under this **agreement**.
 - 9313 if it is required by law or regulation.

Your information

- 9.4 Following termination, we shall be entitled to destroy any information or documentation provided by you and we shall not be obliged to provide you with any information (unless you make a data subject access request).

Any other agreements

- 9.5 Cancellation of this **agreement** will not affect any other agreements you have with us or related **products** (for example, agreements for the same or similar services for other tenanted properties).

10. Useful contacts

You can call us on 01772 734966 for any of the following:

- If there's a breakdown, our call Centre is available 24 hours a day
- An **annual service** visit
- A general enquiry, to complain, to add any **products** or if you're moving premises
- To cancel all or part of your **agreement**
- For great value on a new energy efficient boiler.

A gas escape: 0800 111 999.

You can also visit www.gosheating.co.uk or email us at info@gosheating.co.uk (please include your customer number).

*We may record calls to help improve our service to you.

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GOS Heating Limited is registered in England and Wales with Registered Number 08780388.
Registered office: 47 Egerton Road, Preston PR2 1AL