

APH Terms and Conditions

Maintenance and Breakdown Care

Our promise to you.

We aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or complaints about your agreement, please contact us on 01246 551537.

Summary of your agreement – What the agreement provides

- Labour and parts for repairs, depending on the level of service you have chosen
- One Service and safety inspection in every year of your agreement for Platinum, Gold and Silver Service Care.
- No limit to the number of call-outs (Platinum and Gold Service Care only) to carry out work included in your agreement
- Priority service
- Advice about your system from our engineers.

Advanced Service Care options

We base your agreement on the Advanced Service Care option that you choose (listed below).

Service Care Options

A. What is covered?

1. Gold Service Care

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

- A safety and maintenance inspection of your boiler and system (except for parts of the system that aren't readily accessible). Please read the section called 'Safety and maintenance inspection' for full details;
- Parts and labour costs if your system breaks down;
- Repairs to gas supply pipes within your home.
- Where your boiler is less than seven years old (based on date of manufacture), a replacement boiler if we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved;
- Should your boiler be older than seven years, and repair is no longer possible (e.g. parts are no longer available) or you decide to replace it, you are entitled to a 5% discount off the full installation cost of a replacement boiler if you engage us to carry out the installation. This is in addition to any other offers which may be available at the time.

2. Silver Service Care

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

3. Bronze Service Care

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

- The service includes one safety and maintenance inspection of your appliance in every year of your agreement, but does not include labour and parts for breakdowns.

4. Internal Gas Supply

Any repairs to gas supply pipes within your home are only covered if you have a Platinum Service Care agreement.

B. What is not covered?

- Removing sludge or hard-water scale from the boiler or system.
- Replacing your boiler if it is more than seven years old .
- Repairing or replacing flues that aren't part of your boiler.
- Please also see 'General exclusions'.

GENERAL EXCLUSIONS

Your Advanced Service Care agreement does not include the following.

Design or existing faults

The cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which could not be identified on initial inspection using reasonable care and skill.

Third-party or accidental damage

The cost of repairs relating to damage caused by external influences.

Consequential loss

Unless we are responsible for it, loss or damage to property caused by the appliance, boiler or system breaking down (for example, damage to furniture caused by water leaks). If we have to dig on your property, we will fill in any holes and leave the surface level but we will be responsible for replacing the original surface or construction. Any redecoration that may be needed following our work is your responsibility unless this has been necessitated by negligence on our part.

Normal insured risks

The cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. The cost of repairing damage caused 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.

Under all Advanced Service Care options

- 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. Examples of improvements include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues which do not meet current standards, and replacing working radiators with improved models. This list is not exhaustive.
- Replacing or repairing cosmetic or other parts which do not affect how the system or appliance works
- Resetting controls.
- Repairing faults or clearing blockages if we have told you that, in our professional opinion, permanent repairs or improvements are needed to make your appliance or system work properly. Removing asbestos associated with repairing the appliance or system.
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent.
- Replacing (where a repair is not possible) lead or steel pipes (other than for internal-gas supply customers where the gas-supply pipe from your meter to the appliance is included), including lead or steel pipes in taps.

ABOUT YOUR AGREEMENT

Domestic Use

Advanced Service Care agreements are only available for appliances in domestic use in your home. If you own a domestic property which you let out, we will offer you a Landlords Care agreement only – please see the Landlords Care section below.

Period of agreement

Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or prices. We may also cancel the agreement at any time as long as we give you reasonable notice of this. If you pay each year in advance (by cash, cheque, credit or debit card) instead of by monthly direct debit and cancel the agreement during that year, we will give you a refund based on how long is left of any 12-month advance payment. There will be a minimum payment for the year of £60.00 if we have done work or an inspection.

Start date

Your agreement begins when we process your application.

Initial safety inspection

If you choose Platinum or Gold Service Care, we will inspect your system or appliance to make sure they are safe and in good working order. Under normal circumstances we will carry out the Initial Safety Inspection within 28 days of the beginning of your agreement where possible but, as we give priority to breakdowns, it may exceed this in busy periods. If the inspection reveals a problem, we will do one of the following:

- Inform you of what work is necessary and what we will charge you for that work to be carried out.
- offer you an alternative agreement which will not include the part(s) causing the problem;
- cancel the agreement and refund your money.

Safety and maintenance inspection

We will normally carry out the safety and maintenance inspection for gas options at the same time as the initial inspection. After that, for gas options, we will normally carry out a safety and maintenance inspection once in every year of your agreement. We will aim to carry out the safety and maintenance inspection around the same time each year where possible, depending on our workload and your appointment preferences. As long as we can get into your home, we will always make sure that we check that your system is safe. You can also call us at any time to arrange or rearrange your safety and maintenance inspection.

Cancellation

We will cancel your agreement if:

- you have given false information;
- you do not make an agreed payment;
- for gas options, we find something wrong at the initial safety inspection;
- we are not reasonably able to find parts to keep your system or appliance working safely; or
- circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

If we cancel your agreement, we will:

- Give you a full refund if we find something wrong at the initial safety inspection; or
- give you a refund based on how long is left of any 12-month advance cash, cheque, credit or debit card payment.

There will be a minimum payment of £60.00 a year if we have done work or an inspection. You may cancel your agreement within seven working days starting from the day you receive written confirmation of your agreement with us and you will receive a full refund of any money paid (as long as no work has been undertaken). You may also cancel your agreement immediately, either after us letting you know

about changes in prices or terms and conditions, or if we fail to do something which we should have done. In this case, you will receive a refund based on how much time is left of the relevant 12-month period or, if you agree, we will put things right and continue the contract. You may cancel your agreement at any time. If you do so after we have carried out an inspection or other work, and you have paid less than £60.00 in the last 12 months at the time you cancel, we may charge you an extra amount which brings your total payments under the agreement to £60.00.

Spare parts

If we are not carrying the spare parts your repair needs on the day, we will do all we reasonably can to source parts from our suppliers as quickly as possible. We cannot be held responsible for any delay in the supply of parts. We may use an approved alternative or parts that have been reconditioned.

Labour

One of our engineers or a suitably qualified contractor approved by us will carry out all work.

Approved equipment

We provide service options for appliances, energy management systems and plastic pipes which are on our approved list.

Landlord's Service Care

Landlord's safety records. This service is available to landlords who let out properties for domestic purposes

Legal requirements

By law, landlords must have gas appliances in properties they let inspected for safety every 12 months. They should also hold a Gas Safety Record as proof of this inspection.

Our service

We can carry out the inspections that are needed at the same time as the safety and maintenance inspection. We will only check and issue a Gas Safety Record for the appliances that are included on either your Platinum, Gold or Silver Service Care agreement. Any other gas appliances in the rented property can be individually serviced or inspected for an additional fee. After the necessary inspections on the selected gas appliances, we will then give you a Gas Safety Record, showing that we have done a safety inspection, which will include details of any faults we have found and any repairs that are needed.

Gaining access to your property

It is your responsibility to provide us access to your property and appliance(s). If we cannot gain access to carry out the necessary work, we will tell you and arrange another appointment. If, after three failed attempts, we still cannot gain access, we reserve the right to cancel your agreement. We will notify you in writing if this is the case.

Third-party rights

No person other than the person(s) with whom the agreement has been made is able to benefit from this agreement, which cannot be transferred to another party without our written consent.

Our responsibilities

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

CUSTOMER INFORMATION**Useful telephone numbers**

In the event of a fault or breakdown, call **01246 279090**

For all other questions, or if you are moving home, you should contact us on 01246 551537.

Ways to pay

There are different ways for you to pay. You can pay by:

- monthly or annual direct debit; or
- annual cheque.

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.

If you smell gas

Immediately telephone the Gas Emergency Service on **0800 111 999**