

SMART GAS LTD

Cover Plan Agreement

**Sills &
Betteridge**
Solicitors

46 Silver Street
Lincoln
LN2 1ED

Tel: 01522 542211
Fax: 01522 530241
Ref: 323950/0001
Email: info@sillslegal.co.uk

THIS AGREEMENT is effective from the commencement date set out in your Membership Statement

1. KEY DEFINITIONS AND CONTENTS

- 1.1 We have used a few defined terms throughout this Agreement. We have gathered the most important ones here at the start of the document, so that you can easily see what each one means. Some more specific definitions in relation to the Services you have ordered from us are contained in Schedule 1.

"Membership Period" means each period of one year during which you have subscribed to Services.

"Membership Statement" means the annual statement from us to you confirming which Services you have subscribed to during that Membership Period.

"Services" means the services to be provided by us to you under a Membership Statement, as further described in Schedule 1.

"Us/We" means Smart Gas Limited incorporated and registered in England and Wales with company number 05112854 whose registered office is at Unit 5 South Orbital Trading Park, Hedon Road, Hull, East Riding of Yorkshire, HU9 1NJ.

"You" means the person named in the Membership Statement as the recipient of the Services.

- 1.2 In order to help you find your way around this Agreement, please see the brief section descriptions below:

1.2.1 This front section provides brief introductory information about how the Agreement works, and how to sign up for Services from us;

1.2.2 Schedule 1 is split into four parts:

1.2.2.1 Part 1 sets out the different cover plans we offer, and which categories of Services are included in each cover plan;

1.2.2.2 Part 2 sets out some further detail about specific inclusions and exclusions for each category of Services;

1.2.2.3 Part 3 sets out a number of definitions to help you understand terms used in the Services descriptions and elsewhere in this Agreement; and

1.2.2.4 Part 4 sets out some general exclusions, which apply to all of the Services under each one of our cover plans.

- 1.2.3 Schedule 2 sets out the monthly cost for our different cover plans.
- 1.2.4 Schedule 3 sets out our general terms & conditions, which also form part of this Agreement.

2. HOW TO SIGN UP TO OUR SERVICES

- 2.1 There are two ways to sign up to our Services:
 - 2.1.1 You can complete and submit your order online; or
 - 2.1.2 You can complete and submit our order form with one of our representatives who is already at your property.
- 2.2 If you choose to use the online process (clause 2.1.1 above), then your cover will not start until we have performed an initial check to ensure that we can provide the cover that you have requested. We will usually contact you within 14 days of your online submission to come to your home and perform the check. Provided that we are able to provide the cover you have requested, our representative will perform the first service on that attendance at your property, and this will be the commencement date for your Services. We will issue you with a Membership Statement confirming this commencement date and the cover plan you have taken out shortly thereafter. If we decide not to offer you a cover plan, then we will not make a charge to you for performing the initial check.
- 2.3 If you choose to use the in-person process (clause 2.1.2 above), then our representative will perform the initial check whilst at the property. Provided that the check is successful, our representative will then perform the first service, and this date will be the commencement date for your Services. We will issue you with a Membership Statement confirming this commencement date and the cover plan you have taken out shortly thereafter.

SCHEDULE 1

Services, Definitions and General Exclusions

Part 1 – Services/Cover Plans

Service Only	Basic	Standard	Premium	Ultimate	Warranty	Landlord
<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service	<input checked="" type="checkbox"/> Annual Service
<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls	<input checked="" type="checkbox"/> Boiler and Controls*
<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating	<input checked="" type="checkbox"/> Central Heating
<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing	<input checked="" type="checkbox"/> Plumbing
<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes	<input checked="" type="checkbox"/> Gas Pipes

* **For Landlord cover in respect of Boiler and Controls, see General Exclusion 17 on page 10**

Part 2- Inclusions and exclusions – **please note also the General Exclusions in Part 4 which apply to all categories of Services**

Category of Service	Inclusions	Exclusions
Annual Service	Being either an annual service or a first service (as applicable).	Anything else, including any repairs or replacements.
Boiler and Controls	<p>All repairs to:</p> <ul style="list-style-type: none"> a single natural gas boiler on your property, that is designed for home use and has a heat output capacity of up to 70kW; the room sealed flue up to one metre in length and the flue terminal; and the controls that make the boiler work including the programmer, any thermostats, motorised zone valves and central heating pump. 	<p>Any controls designed specifically for underfloor heating.</p> <p>Repairing or replacing open flues and their terminals or flues over one metre in length.</p> <p>Replacing or topping up your system inhibitor unless we have removed it.</p> <p>Any part of your boiler and controls which directly supplies a swimming pool.</p>

	<p>A replacement for your boiler if we cannot repair it and:</p> <ul style="list-style-type: none"> • it is less than seven years old; or • it is between seven and ten years old, we installed it and it has been continuously covered by us under a cover plan; or • it caught fire or exploded, providing you gave us access to carry out your annual service within every Membership Period. <p>A replacement of the room sealed flue up to one metre in length and the flue terminal if we cannot repair it.</p>	<p>Resetting your controls or replacing the batteries.</p> <p>Repairing or replacing your central heating system.</p> <p>Repairing or replacing air or ground source heat pumps.</p>
Central Heating	<p>Repairs to the heat and hot water system on your property, for example:</p> <ul style="list-style-type: none"> • expansion tank, radiators, bypass and radiator valves; • warm-air vents; and • the pipes that connect the central heating system. <p>A replacement of parts of your central heating if we cannot repair them.</p>	<p>Any parts that are designed specifically for underfloor heating.</p> <p>Supply of curved or designer radiators.</p> <p>Repair or replacement of electrical elements in radiators.</p> <p>Replacing or topping up your system inhibitor unless we have removed it.</p> <p>Any part of your central heating which directly supplies a swimming pool.</p>
Plumbing	<p>All repairs to the plumbing system on your property, for example:</p> <ul style="list-style-type: none"> • your hot and cold water pipes between your internal stopcock up to but excluding your taps and garden taps and the flexible pipes to your kitchen appliances; • the hot water cylinder (excluding unvented hot water cylinders and combination cylinders) and cold water tanks including immersion heaters, toilet siphons, isolation, ball and radiator valves; and • your water supply pipe from the boundary of your property to your home. 	<p>Sanitary ware, spa baths, seals and grouting.</p> <p>Any parts that are designed to boost your mains water pressure.</p> <p>Water softeners, water filters and waste disposal units and taps that deliver boiling or filtered water.</p> <p>Water pipes between your home and any detached outbuildings on your property.</p> <p>Swimming pools, fountains, ponds or water features, garden irrigation systems, free standing garden taps and the water pipes running to or from them.</p> <p>Rainwater pipes and guttering.</p>

	<p>A replacement of parts that we cannot repair.</p>	<p>Any water supply pipe that does not supply your home.</p> <p>Water meters.</p> <p>Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home.</p> <p>Repair and/or maintenance of devices fitted to your plumbing system that are designed to assist in the detection of leaks.</p> <p>Lead pipework.</p>
Gas Pipes	<p>Repair or replacement of your gas supply pipes which supply your boiler and controls and other gas appliances within your property, and which connect your property to the gas mains supply, in each case limited to those gas supply pipes for which you are responsible.</p>	<p>The gas company's meter or other monitoring/measuring device.</p> <p>Any gas pipes or parts thereof which are the responsibility of the gas supply company.</p> <p>Any gas pipes or other equipment not installed, operated, maintenance and repaired in accordance with good trade practice, manufacturer's instructions, statutory regulations or applicable British Standards (BS).</p> <p>Damage or defects arising as a result of disconnection/reconnection from or to, or other interruption to, the gas mains service to your property.</p> <p>The tracing of any gas leaks, which you acknowledge are the responsibility of the National Gas Emergency Service. If you believe that you have a gas leak, you must immediately call them on 0800 111 999.</p>

Part 3- Additional Definitions

Access and making good	Getting access to your appliance or system, and then repairing any damage we may cause in doing so, by replacing items such as cabinets, cupboards, tiles or flooring that we have removed and by filling in holes we have made and leaving a level surface.
Annual service	A check in each period of agreement to ensure that your boiler, gas appliance or central heating, and ventilation is working safely and in line with relevant laws and regulations. The First service counts as your Annual service for that year.
Authorised contact	A managing agent, landlord or any named person who you have authorised and who we have agreed can act on your behalf to make arrangements under your agreement in relation to a property.
Boiler and controls	A single natural gas boiler on your property that is designed for home use and has a heat output capacity of up to 70kW - as well as the flue and the controls that make it work, including the programmer, any thermostats, motorised zone valves and central heating pump.
Central heating	The heat and hot water system on your property - including your expansion tank, radiators, bypass and radiator valves, system filters, warm-air vents, cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them.
Cylinders	Tanks that store hot water.
Drains	The system of waste water pipes on your property.
First service	A check to confirm whether we can cover your boiler and controls or central heating.
Gas pipes	The pipes that connect your gas meter to your gas boiler and other gas appliances you have on your property.
Home	The building, including any attached garage or conservatory where you live or a home you own, including holiday homes or rental properties.
Landlord	Someone who owns a property which they do not occupy and which may be occupied by a tenant.
Light fittings	The electrical cable and fixings up to and including standard light bulb holders, individual downlight fittings embedded into ceilings and fluorescent tube assembly and starter units.

Plumbing	Pipes internal to your property which supply hot and cold water to your taps, tanks, showers etc. Includes all above-ground waste pipes, such as waste water traps and connected pipes from sinks, baths etc.
Property/properties	A home and all the land up to your boundary - including any detached outbuildings.
Repair(s)/repairing/repaired	To fix your boiler, appliance or system following an individual fault or breakdown but not repairs that are purely cosmetic (for example mould, dents or scratches) or related to software which does not stop the main function of your boiler, appliance or system from working or make it unsafe.
Replacement/replace/replacing	Where we replace your boiler, appliances or parts with our approved standard alternative. We will provide replacements with similar functionality but not necessarily an identical make and model or type of fitting.
Sanitary Ware	Your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray.
Sludge	The natural build-up of deposits in our boiler or central heating system as it corrodes over time.
Upgrades	Improvements that make your boiler, appliance or system safer, or more efficient.

Part 4- General Exclusions

1. Cash Alternative

We will not offer you cash instead of carrying out an annual service, repairs or replacements.

2. Domestic use

Your Services only include cover for your property if it is used for normal day to day living purposes, including use for home office or activities of a domestic nature, including renting, and not where the main use of the property is for commercial purposes.

3. Pre-existing faults

Your services do not include cover for any faults or design faults that:

- were already there when your boiler appliance or system was installed;
- existed when you first took out the Services;

- we have told you about before and you have not fixed or, if the work has been completed by a third party, where work, in our opinion, has not been completed to satisfactory standard;
- we could not reasonably have been expected to know about before, for example, faulty pipes that do not have the correct protection, or which are buried under concrete floors or underground; or
- we cannot access because a part of your system has been permanently built over.

4. Accidental Damage and Work carried out by anyone but us

- 4.1 We will not cover any damage you or any person not employed or engaged by us has caused, whether accidentally, on purpose or otherwise.
- 4.2 If anyone other than us carries out any work on your boiler, appliance or system and damages it, or does not perform and complete that work properly (in our reasonable opinion), your cover does not include putting that right.

5. Deliberate damage or misuse

We will not repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgment to determine how the damage was done.

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

We will not repair any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity.

7. External water supply stopcock

If we cannot turn off the external water supply stopcock to your home to complete your repair it is up to you to get your water supplier to turn it off.

8. Any damage that is covered by other kinds of insurance

Our Services do not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions - or any other kind of damage that is normally covered by household insurance.

9. Software, internet communications or radio signals

We are not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any boiler and controls, appliance, device or system covered under this agreement.

10. Communication connections

We are not responsible for your internet connection nor the data transmission to, or from any boiler, appliance, device or control system and we are not responsible for repairing or replacing any network hub, smart speaker or voice controlled equipment or any smart functionality, for example, connectivity to or from your thermostat or radiator valves and mobile devices.

11. Any other loss or damage

We are not responsible for any loss of or damage to, or cleaning of, property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks. We are also not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments.

12. Making any improvements

12.1 Your services only include repairing or replacing your boiler, appliance or system when it stops working properly - it does not include any improvements or upgrades, for example, replacing working radiators or swapping standard radiator valves for thermostatic ones.

12.2 Where we have told you that an improvement is necessary and is not covered by your Services, we may refuse to continue to make repairs on that part of your boiler, appliance or system unless the work has been properly carried out.

13. Steel or iron pipes

We will not repair or replace steel or iron pipes, except:

- your water supply pipe from the boundary of your property to your home; and
- your gas supply pipe from your meter to your boiler or appliance(s).

14. Energy/central heating management systems

We will not repair or replace energy or central heating management systems.

15. Other ancillary/separate items

We do not cover those items which are not specifically listed as included in your cover. Amongst other things, we do not include immersion heaters, combination or unvented cylinders, Elson tanks, thermal storage units, unvented hot water cylinders, or any of their controls, separate gas heaters providing hot water, LPG gas or oil systems or boilers, any other gas appliance (with the exception of gas fires forming part of a back boiler), underfloor heating, solar systems, system inhibitors, electric elements and electric radiators, lead pipework, guttering and drainpipes, underground drainage/sewage, showers (including their parts and pumps), taps, basin wastes, bath wastes or kitchen wastes.

16. Other miscellaneous exclusions

- 16.1 We do not cover frozen pipes within the boiler and controls and/or central heating system which have not resulted in a leak or permanent blockage.
- 16.2 We do not cover the adjustment of timing/temperature controls.
- 16.3 We do not cover the venting of radiators.
- 16.4 We do not cover any system component which has failed as a result of sludge, limescale or debris.
- 16.5 We do not cover blockages to waste pipes (although we do cover leaking waste pipes).

17. LANDLORD COVER PLAN – ADDITIONAL EXCLUSION FOR BOILERS

- 17.1 Our Landlord cover plan includes all of the coverage of our Ultimate cover plan, but with one key exclusion (which is the basis for the lower price).
- 17.2 If our engineer determines that your boiler is beyond economical repair, then your Landlord cover plan will (subject to the other terms of this Agreement) include our work in removing the old boiler and installing & commissioning a replacement, but it **will not** include the cost of buying the actual replacement boiler. We can arrange a suitable replacement boiler for you (subject to you putting us in funds to acquire it), or alternatively you can source yourself a replacement boiler from our approved list (details available by contacting us, as this list may vary from time-to-time).

SCHEDULE 2
Charges (per month)

Service Only	Basic	Standard	Premium	Ultimate	Warranty	Landlord
£7	£14	£16	£18	£21	£17	£15

SCHEDULE 3

General Terms & Conditions

OUR TERMS

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply Services to you. The specific Services which you are entitled to are listed in your Membership Statement and described in more detail in Schedule 1.
- 1.2 **Why you should read these terms.** Please read these terms carefully before you sign up with us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the Agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- 1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms (along with the remainder of this Agreement) constitute the entire agreement between us in relation to our Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. By way of example, if you are a landlord of the relevant property, then you will be a business customer rather than a consumer.
- 1.5 **Definitions used in these terms.** Please see the first page of the Agreement and Part 3 of Schedule 1 for a number of defined terms used in these terms.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Smart Gas Ltd, a company registered in England and Wales. Our company registration number is 05112854 and our registered office is at Unit 5 South Orbital Trading

Park, Hedon Road, Hull, East Riding of Yorkshire, HU9 1NJ. Our registered VAT number is 279029866. Our Gas Safe registration number is 209300.

- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01482 644722 or by writing to us at the above postal address or info@smartgashull.co.uk.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when signing up with us.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR AGREEMENT WITH YOU

- 3.1 **How we will accept your signing up to us.** Please see the opening pages of this Agreement for details of how to sign up with us.
- 3.2 **We only sell to the UK.** Our website is solely for the promotion of our services within a reasonable geographic location of our home base. Unfortunately we will be unable to accept orders from outside what we deem a reasonable distance. This is to ensure that we can provide the level of service that we wish to all of our customers.
- 3.3 **Autorenewal.** We will automatically renew your Services (and issue a new Membership Statement) at the end of each Membership Period, unless you tell us not to. Where there is a change in price for Services from the previous Membership Statement we will give you at least 30 days' notice of the change prior to your renewal date, in order for you to have the opportunity to change your mind. If you do not tell us that you have changed your mind before the renewal date, then the renewal will proceed without further notice to you.

4. OUR PRODUCTS

- 4.1 **Details of our Services.** Your Membership Statement will set out which of our Services you have signed up for. Details of what is included and excluded from that services can be seen in Schedule 1.
- 4.2 **Overlapping cover.** If you have several different Agreements for services (including services provided by other suppliers), some parts of your system might be covered more than once. It is your responsibility to check that you are not duplicating cost and cover in this fashion, and you discovering such a duplication after receiving our Membership Statement will not entitle you to cancel this Agreement.

5. YOUR RIGHTS TO MAKE CHANGES

- 5.1 **General.** If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. We may where appropriate issue you with a revised Membership Statement.
- 5.2 **Change of address.** If you move to a new home, you need to tell us as soon as possible. We will cancel your Agreement at the old address and we can start a new agreement at your new address if you wish to continue with cover.
- 5.3 **Change of details/boiler.** It is your responsibility to keep us informed of any changes to your contact details including telephone number, address or email. If you change a boiler or appliance that is covered by us, you need to tell us the make and model of the new one, so that we can check we can cover it. If we cannot cover your new boiler or appliance we may need to cancel or amend your Services. You should also check to see whether you still need the same level of cover - for example, if your new boiler or appliance has a manufacturer's warranty.
- 5.4 **If you or we cancel your agreement under clauses 5.2 or 5.3 above.** If you cancel your Agreement under clause 5.2 or 5.3 above, or we notify you that we are unable to continue the Agreement at your new address or in respect of your new boiler or appliance, then we will charge you 50% of the amount that you would otherwise pay under the Agreement for the remainder of your Membership Period (as compensation for our losses incurred in you making the change which has brought the Agreement to an end. Where you have paid the full charges for the applicable Membership Period in advance, we will deduct this 50% figure and then refund the remainder of the charges applicable to the outstanding part of the Membership Period.

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the services.** We may change the services:
- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
 - 6.1.2 to implement minor technical adjustments and improvements, for example to address a safety issue.

7. PROVIDING THE PRODUCTS

7.1 Details of the Services. Schedule 1 of the Agreement sets out the detail of what we will provide and when we will provide it to you. Your Membership Statement shows which of those Services you are entitled to receive.

7.2 Services.

7.2.1 First service. We usually provide a first service at the start of each Agreement, as detailed in the opening pages of this Agreement. If we have already carried out a first service or an annual service at your address in the last twelve months, we will not carry out a first service - even if you have just moved in (for example, where the previous owner of the property had an Agreement with us). Instead you will receive an annual service. At the first service our engineer will check that your boiler is on our approved list and your boiler or central heating and ventilation do not have any visible pre-existing faults. If we find it is not on the approved list or it has visible pre-existing faults, we will either:

- tell you what needs to be done to fix it - and how much it will cost – in order to receive the level of cover that you have requested; or
- offer you a different level of cover that we are willing to provide without remedial work.

7.2.2 Annual service - arranging. We will send you or your authorised contact an email, letter, text message or we will call you to arrange your annual service. We will try to contact you up to three times. If we do not hear back from you after the third time or you are not at the property when our engineer visits, we will not try again and will not refund any part of your payments to us on account of the missed annual service. You can still contact us at any time to book the annual service. Your annual service may be more or less than 12 months after your last annual service. In periods of local or national high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your annual service. Where we perform a first service, this counts as an annual service (in other words, we will not perform both during the first year of your Agreement with us).

7.2.3 Annual service – how it works. One of our engineers will visit your home to complete your annual service. This will include testing the gases your appliance or boiler produces. If the visit shows that it is necessary to take your appliance or boiler apart

to adjust or clean it we will do so. During the visit our engineer will fill in a checklist that shows you exactly what we have looked at. If we find a problem or fault that needs to be fixed, we will tell you about it. If your Services do not cover the relevant work, then our engineer may give you a quote to have the work done.

7.3 Repairs/replacements. We will carry out any repairs or replacements you are entitled to within a reasonable time, unless something beyond our control makes that impossible - in which case we will let you know as soon as possible and give you another time when we can visit. During epidemics or pandemics we will adhere to Government guidelines concerning restrictions of non-essential travel and may have to reschedule your repair or replacement until such time as the restrictions have been eased. In respect of repairs and replacements:

7.3.1 Our engineers. Normally we will send a Smart Gas engineer to carry out the work. In some cases we may send a suitably qualified contractor instead.

7.3.2 Safety advice. From time to time we may tell you that your boiler, appliance or system needs permanent repairs or improvements that are not covered by your Services to keep working safely. For example, if your ventilation does not meet current gas safety regulations. If you do not follow this advice it will affect certain parts of your cover but your Agreement will keep running until you or we change or cancel it.

7.3.3 Getting access and making good. We are not responsible for the costs of getting access and making good, and reserve the right either to require you to make your own arrangements in this respect or to reimburse us our costs of doing so (including labour at a rate of £50 per hour). Your boiler must be readily accessible for inspection and maintenance in accordance with the boiler's manufacturing guidelines.

In particular, we will not be responsible for repairing any pre-existing damage, nor will we replace or restore the original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants.

7.3.4 Replacement parts. We will try to get parts from the original manufacturer or our approved suppliers. We will try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace electrical fittings with our nearest white, brass or chrome version. In the alternative, you can give the engineer a replacement part that you have bought yourself, that we approve, but we will only accept responsibility for our workmanship in that case. If we cannot get hold of the parts needed for your Services, we may need to cancel your agreement (or part of it).

- 7.3.5 **Twelve-month guarantee for consumers only.** We guarantee to repair or replace any faulty parts we have supplied or fix any faulty work that we have done for twelve months from the date that we did the work. This does not affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights you can speak to Citizens Advice or Trading Standards.
- 7.3.6 **Twelve-month warranty for business customers.** Subject to the remainder of this clause 7.3.6, we warrant that the parts and work supplied or performed by us will be free of material defects in workmanship or materials for twelve months from the date we did the work. In respect of this warranty:
- 7.3.6.1 We will (at our option and as your sole and exclusive remedy for the applicable defect) repair, replace, rectify or reperform the applicable parts or work, provided that you have notified us of the defect within a reasonable time of discovery and allowed us access to inspect it as we reasonably request;
- 7.3.6.2 We are not liable in respect of any defects where (i) you make further use of the parts or works after reporting the defect to us; (ii) the defect arises as a result of a failure to correctly follow our or the applicable manufacturer's instructions (and good practice) in the use or maintenance of the applicable parts or work; (iii) you or anyone else not authorised in writing by us has altered, repaired or otherwise interfered with (or attempted to do so) the applicable parts or work; or (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal operating conditions;
- 7.3.6.3 Except as provided in this clause 7.3.6, we shall have no liability to you whatsoever in respect of any defect in any parts supplied or work performed by us (and this clause 7.3.6 shall apply to any repaired, replaced, rectified or reperformed parts or work).
- 7.3.7 **Powerflush.** Over time gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. A powerflush is our recommended way of removing that sludge from your system. We will tell you if your system needs a powerflush to work properly. You will need to pay for it separately - it is not included in your cover.

7.3.8 **Curved or designer radiators.** If your services include cover for central heating it does not include a replacement of curved or designer radiators. We can either (as you prefer):

- replace your curved or designer radiator with a standard radiator; or
- install a curved or designer radiator that you have bought yourself, in which case we only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.

By designer radiator we mean a radiator of particular artistic design or intricate shape or made from materials such as glass, marble, stone, wood or cast iron.

7.4 **Your responsibilities.**

7.4.1 **You must give us access.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the Agreement and clause 10.2 will apply.

7.4.2 **Requirement for an adult.** Our engineers will only work on your property if there is someone 18 years old or older there at all times during the visit. It is your responsibility to give us access to your property or procure that a resident gives us access. If we cannot get access we will not be able to complete the work and it is then up to you to arrange another appointment. If you do not re-arrange the appointment your Agreement will still continue. After several failed attempts to get into your property, we may cancel your Agreement but we will let you know beforehand.

7.4.3 **Safety risks.** We will not start or continue doing any work in your property if we believe there is a health and safety risk, for example, hazardous chemicals, pest infestations, verbal or physical abuse, or harassment and we will not return to finish the work until that risk is gone. If any asbestos needs to be removed before we can repair your boiler, appliance or system you will need to arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you will need to show us before we return.

7.4.4 **Third-party warranties.** If your boiler, appliance or system is covered by a third party warranty, it is your responsibility to make sure that any work we do does not affect that warranty.

- 7.4.5 **Manufacturer's security instructions.** It is your responsibility to follow manufacturer password security guidelines and advice as well as other manufacturer security instructions (including, but not limited to, complying with any firmware and software update notifications) related to internet or mobile connected devices which are used to communicate with boilers, appliances or systems covered until this Agreement.
- 7.4.6 **Authority to carry out work.** If you are not at the property when our engineer visits you must make sure that there is somebody else present who can give instructions to our engineer on your behalf and you must ensure you obtain any job sheets or advice that the engineer leaves with that person. We are entitled to assume that any adult present at the property has your authority unless you have specifically told us otherwise. If you are a tenant it is your responsibility to ensure that you have obtained the relevant consent from your landlord to enable you to give instructions to our engineer and that you pass any job sheets or advice from the engineer back to the landlord. It is your responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.
- 7.5 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a services to:
- 7.5.1 deal with technical problems or make minor technical changes;
 - 7.5.2 update the services to reflect changes in relevant laws and regulatory requirements;
 - 7.5.3 make changes to the services as requested by you (see clause 6); or
 - 7.5.4 where you have not complied with clause 7.4.
- 7.6 **Your rights if we suspend the supply of services under clause 7.5.1 to 7.5.3.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the Agreement if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two calendar months and we will refund any sums you have paid in advance for the Services in respect of the period after you end the Agreement.
- 7.7 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the services until you have paid

us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments (see clause 13.4). This clause 7.7 also applies where we suspend provision of the Services under clause 7.5.4.

- 7.8 **Losses caused by third parties.** If we perform a repair or replacement under your Agreement you must, at our request and expense, do everything we reasonably require to enable us to recover losses we become entitled to from other parties. We may require you to carry out such actions before or after we carry out any repair or replacement.
- 7.9 **Arrangement of visits - if you are a landlord.** If you are a landlord, your tenant and/or agent is entitled to arrange for us to visit your property unless you have specifically instructed us otherwise in writing. It is up to you to obtain any information or documentation from them following such a visit, and to ensure that they comply with your requirements if you wish their rights to arrange visits to be restricted.
- 7.10 **Basic Checks.** Our website includes a section detailing “Basic Checks” that you should perform prior to calling us out. If you do not do these Basic Checks or arrange for the occupier to do them, and we discover on attending your property that doing so would have avoided the need for a call-out, we reserve the right to charge you for our time in travelling to/from and working at your property at a rate of £50 per hour plus VAT.

8. YOUR RIGHTS TO END THE AGREEMENT

- 8.1 **You can always end your Agreement with us.** Your rights when you end the Agreement will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the Agreement and whether you are a consumer or business customer:
- 8.1.1 **If our Services are faulty or misdescribed you may have a legal right to end the Agreement** (or to get the Services repaired or replaced or a service re-performed or to get some or all of your money back) – see clauses 7.3.5, 7.3.6 and 12;
- 8.1.2 **If you want to end the Agreement because of something we have done or have told you we are going to do, see clause 8.2; or**
- 8.1.3 **If you are a consumer and have just changed your mind about the Services, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

8.2 Ending the Agreement because of something we have done or are going to do. If you are ending this Agreement for a reason set out at 8.2.1 to 8.2.4 below the Agreement will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

8.2.2 there is a risk that supply of the Services may be significantly delayed because of events outside our control;

8.2.3 we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two calendar months; or

8.2.4 you have a legal right to end the Agreement because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Agreements Regulations 2013). If you are a consumer then for most Services you have a legal right to change your mind within 14 days after the date of your Membership Statement being emailed to you, and receive a refund. These rights are under the Consumer Agreements Regulations 2013. Even if you don't legally have such a right due to the way you concluded your Agreement with us, we offer it to all customers anyway to ensure consistency.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of Services, once these have been completed, even if the cancellation period is still running (and where we have performed work under your Membership Statement, we will deduct our standard charges for that work prior to making any refund to you – which may mean invoicing you for more than you have paid to date).

8.5 Renewals. For the avoidance of doubt, annual renewal of this Agreement does not mean a new Agreement coming into force, and so no new 14 day cancellation right will apply.

9. HOW TO END THE AGREEMENT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 Tell us you want to end the Agreement. To end the Agreement with us, please let us know by calling us, or writing to us (by post or email). There is also a form on our website if you prefer to use that.

9.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind in respect of the Services, we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Agreement (and where applicable, e.g. where we have performed a First service, we shall charge our standard price for that piece of work which may exceed the monthly payments made to date during that Membership Period).

9.4 **When your refund will be made.** We will make any refunds due to you as soon as reasonably possible.

10. OUR RIGHTS TO END THE AGREEMENT

10.1 **We may end the Agreement if you break it.** We may end the Agreement at any time by writing to you if:

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

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, or the information you provided us is incorrect in any way; or

10.1.3 you do not, within a reasonable time, allow us access to your premises to supply the Services.

10.2 **You must compensate us if you break the Agreement.** If we end the Agreement in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Agreement (including work we have already performed).

10.3 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will refund any sums you have paid in advance for services which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the services, please contact us.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

If you are a consumer we are under a legal duty to supply services that are in conformity with this Agreement. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06. The Consumer Rights Act 2015 says

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

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

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

13. PRICE AND PAYMENT

13.1 **Where to find the price for the services.** Please refer to Schedule 2 of the Agreement for our current prices at the time of entering into this Agreement. Please refer to your Membership Statement for the price of the Services that you have subscribed to for the current year.

13.2 **When you must pay and how you must pay.** Our website sets out the payment methods we accept from time-to-time. Unless you have paid for your full Membership Period in advance, we require payment monthly in advance (by latest 25th of the previous month), or clause 10.1.1 gives us a right to terminate the Agreement. In the alternative, we may suspend your cover plan until such time as you have brought your payments up-to-date (and you will not be entitled to any repair or replacement during such period of suspension).

13.3 **Set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

13.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England from time to time. This interest shall accrue on a daily basis

from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. Please see Schedule 1 for some specific exclusions to our liability.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised at clause 12; and for defective services under the Consumer Protection Act 1987

14.3 When we are liable for damage to your property. If we are providing Services in your property, we will make good any damage to your property caused by us while doing so, save where Schedule 1 expressly excludes certain types of damage. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

14.4 We are not liable for business losses. If you are a consumer we only supply the Services for to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 5. This would include, for example, where you take out cover on your own home, and then let that property out during the Membership Period. You must tell us if you do this.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

15.1 Nothing in these terms shall limit or exclude our liability for any matter to the extent that it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 7.3.6 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

15.3.1 we shall not be liable to you, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue, Agreements, goodwill or any indirect or consequential loss arising under or in connection with any Agreement between us; and

15.3.2 our total liability to you for all other losses arising under or in connection with any Agreement between us, whether in Agreement, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for services under such Agreement.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy at <https://www.smartgashull.co.uk/privacy>.

17. OTHER IMPORTANT TERMS

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

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may require payment of the remaining sums due for the applicable Membership Period as a condition of agreeing to such a transfer.

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

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

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

17.6 **Which laws apply to this Agreement and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

17.7 **Which laws apply to this Agreement and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with this Agreement between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.