

# **K&T Heating Services Limited ('the Company')**

## **Gas Care Agreement Terms and Conditions**

### **1. About your K&T Gas Care Agreement**

K&T Gas care is available for systems and appliances in and used in domestic premises only.

### **2. Start Date**

Your K&T Gas Care Agreement ('the Agreement') with the company will start on receipt by the Company of;

- One copy of the Agreement signed by you and either
- Full payment for the year or
- The first monthly instalment with your completed direct debit mandate or card details for the monthly instalments due to the Company for the service

### **3. Period of the Agreement**

The Agreement will run year to year until cancelled by either party.

### **4. Preliminary Gas Safety Inspections**

- a) We will aim to send an engineer to make a gas safety inspection of your system and/or appliances to be covered under the Agreement within one month of the start of the Agreement.
- b) During the gas safety inspection our engineer will complete a form listing any fault(s) and/or defect(s) in your systems and/or appliances.
- c) Our engineer will show you the fault(s) and/or defect(s) and will explain to you the cost of the works to improve the condition of your systems and/or appliances to meet the standards required under the K&T Gas Care level of cover that you have chosen.
- d) If within 14 days of the preliminary gas safety inspection you notify the Company that you do not want the improvement works to be carried out then the Company will cancel the Agreement that you have signed and will refund any payments made under the Agreement

### **5. Yearly Gas Safety Inspection**

- a) We will carryout a gas safety inspection of your systems and/or appliances each year and will aim to carry out within one month of the anniversary of the start date of the Agreement.
- b) Our engineer will check that your systems and/or appliances meet the standards for the level of cover that you have in place and will explain to you the cost of the works to improve the condition of the systems and/or appliances where necessary.
- c) If within 14 days of the annual gas safety inspection you notify the Company that you do not want the improvement work to be carried out then the Company will cancel the Agreement and will refund to you the balance of any payment made under the Agreement after the deduction of any reasonable charges for breakdown calls made since the start of the year in which the Agreement is cancelled.
- d) Alternatively you may be eligible to down grade the level of the Agreement details of which you can obtain from our engineer or the Company direct.

### **6. Cancellation**

- a) Either party may cancel the Agreement by giving the party one calendar month written notice
- b) On cancellation of the Agreement you will be entitled to a refund of the balance of any payment(s) made under the Agreement after the deduction of any reasonable charges for break down calls made since the start of the year in which the Agreement is cancelled.

### **7. Labour**

The Company will provide our own suitably qualified engineers to carryout any inspections and works to your systems and/or appliances.

**8. Equipment**

All equipment supplied by the Company will be approved by the relevant manufacturer, meet the relevant manufacturer’s criteria and will be of a type suitable for the systems and/or appliances installed.

**9. Spare Parts**

If the Company is unable to source the spare part required to repair your systems and/or appliances on the day of repair we will do all that we reasonably can do to provide the part from our suppliers as soon as that part becomes available (on some older systems and appliances parts are difficult to obtain)

**10. Third Party Rights**

No other party may extract any benefit from the Agreement between us.

**11. Our responsibilities**

The Company will not be liable for any failure or delays in the performance of the Agreement which is caused by circumstances beyond the reasonable control of the Company including without limitation any labour dispute between the Company and its employees.

**12. Limit of Liability**

Except in the case of death or personal injury caused by the Company’s negligence the Company’s liability under or in connection with the Agreement shall not exceed the sum of £1,000,000 in total.

**13. Exclusions**

The following are excluded from the responsibilities of the Company under the Agreement:

***Unvented Hot Water Cylinders:***

***Existing or Design Faults:-***

Any fault that is inherent to the design of your systems and/or appliances which existed before the Agreement was entered into.

***Nominal Insured Risks:-***

The cost of repairing faults or replacing damaged parts/appliances caused by any of the following: fire, lighting, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial device, storm, flood, impact by vehicles, damage by malicious persons and vandals, freezing weather conditions and structural alterations and/or repairs.

***Consequential Loss:-***

Any loss, damage, cost or expenses of any nature whatsoever incurred or suffered by you of an indirect

**14. Personal Information**

The Company will use your personal information for:

- Identification purposes when you telephone the Company,
- Prevention of fraud and loss, and
- The administration of the Agreement

We may keep your personal information for a reasonable period to contact you about our services in the future; if you do not want us to do this you can opt out by ticking the box.

By returning these Terms and Conditions signed you consent to our processing your personal information for the above purposes. You have the right to ask for a copy of your personal information (for which we may charge a small fee) and to correct inaccuracies in your data.

**15. Method of Payment**

**It is agreed that payment will be:-**

In full with the signed Agreement:

By monthly instalments:

**I have enclosed with Agreement my:-**

Cheque for the full yearly charge:

Or Debit/Credit card details:

Or completed and signed Direct Debit Mandate:

**16. Service Cover Required**

Gold Cover	£11.25 per month (£135.00 per year)	<input type="checkbox"/>
Silver Cover	£9.50 per month (£114.00 per year)	<input type="checkbox"/>
Bronze Cover	£8.50 per month (£102.00 per year)	<input type="checkbox"/>

**Brief Description of the K&T Gas Care Level of cover**

***Gold***

Is for single wet or warm-air central heating systems and includes:-

- An annual gas safety inspection of the gas boiler and heating system.
- Labour and parts if your boiler or system breaks down.
- There is no age limit on your existing boiler as long as parts are reasonably available

***Silver***

Is for single gas fires, water heaters, wall heaters and cookers and includes:-

- An annual gas safety inspection of the gas boiler and heating system.
- Labour and parts if your appliance breaks down. (Excludes Gas Boiler & System)

***Bronze***

Is for single gas fires, water heaters, wall heaters and cookers and includes:-

- An annual gas safety inspection of the gas boiler and heating system.
- This does not include labour and parts if your appliances break down.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_