



## Care Plan 4 Terms & Conditions

Care Plan 4  
Annual Service, Annual Landlords Record plus free repairs

### **Introduction**

The Lothian Gas Care Plan 4 provides cover for repairs to gas central heating systems, and a yearly safety and performance inspection, designed to ensure your system and appliance is safe and in good working order. We provide this service to domestic customers for home central heating systems up to 70kW.

### **What parts does my Lothian Gas Care Plan 4 Contract cover?**

Under the agreement the following parts of your central heating system are covered:

Boiler parts; radiators and valves with or without thermostats; room, hot water and frost thermostats; time clock or programmer; circulating pump and valves and motorised valves.

The issue of a Landlords Record once in a twelve month period

### **What can I expect for my money?**

You can expect us to provide you with a safe, excellent quality service to repair and maintain all equipment covered by the agreement.

Although we assume that most customers will be able to carry out adjustments detailed in "user's instructions" ie. removing air from radiators, topping up pressure etc, we will always be available with help and advice if you need us.





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### **Breakdown cover**

We aim to provide a fast, reliable and efficient service, and wherever possible, we will provide a same day service.

### **What happens if we find something wrong with your system or appliance during the initial safety inspection?**

If our inspection reveals a problem with your installation, then before we agree to accept you on to our Care Plan, we would inform you of the work that is required to be done. We may have to take action to “make safe” the installation. We would also provide you with an estimate of the likely cost to carry out the work required. **The costs involved in the above inspection and reporting may be chargeable to you.**

If we carry out the yearly safety and performance inspection, during this initial visit, and subsequently do not accept you on to our care plan, we will deduct, the costs involved in this visit from any monies refunded to you. In the event of you opting to pay by standing order we will send you an invoice for this amount.

During our initial safety inspection we will be seeking to establish the following:-

- That the appliance and installation are safe.
- That the appliance and installation meet the relevant standards and have been fitted in compliance with the current applicable regulations by a suitably qualified person.
- That any replacement parts that are required for the maintenance of the system or appliance are still readily available and not obsolete.
- That the system is in good condition and working order.
- That no parts of the system (including pipes, electrical wiring and individual components) are difficult to gain access to safely, or are impossible or impracticable to maintain because of where they have been positioned or the methodology employed in their fitting.



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## **What if replacement parts are required?**

We will endeavour to do all that we can to supply suitable replacement parts for your appliance, assuming these are still readily available from the manufacturer. We may alternatively use an approved part that has been reconditioned if it satisfies the necessary criteria to match the replacement part required. We will endeavour to do all that we can to source the part quickly and ensure that it is fitted without any undue delay. There may on occasions be circumstances, depending on the age of the appliance, where we will be unable to carry out the necessary repair if we are unable to obtain a suitable replacement part or an acceptable alternative. Please be aware that the availability of spares is controlled by the manufacturer.

## **What is not covered under my Lothian Gas Care Plan 4?**

- Carrying out any work that is deemed necessary as a result of aggressive water which gives rise to corrosion or hard water scale in the system, which creates a detrimental chemical reaction within the system (ie sludge).
- Replacement of the existing central heating appliance, if new or reconditioned replacement parts that are necessary to ensure its proper functioning are not readily available.
- Remedying any faults or other problems that have arisen as a direct result of an inappropriate original design of the system, or the methodology of installation.
- Carrying out repairs to any appliance casing, decorative parts, paint work, enamelled surface or other damage which does not affect the way the system operates.
- Any part of the system (including pipes, electrical wiring and individual components) that are difficult to gain access to safely, or are impossible or impracticable to maintain because of where they have been positioned or the methodology employed in their fitting.
- The gas supply pipe work from the meter to the boiler.
- Any part of the flue system that is concealed or buried within the structure of the building, or any flue that is not part of the appliance.



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**What is not covered under my Lothian Gas Care Plan 4? (contd)**

- Any part of the electrical power circuit that the installation is connected to.
- All energy management systems and equipment associated with them.
- The domestic water supply from the hot water cylinder up to and including the taps.
- Domestic hot water cylinder.
- Unvented hot water cylinders and their controls.
- Carrying out repair work or replacing any part of the installation or appliance that has been damaged by someone not employed by Lothian Gas.
- Payment of compensation for any loss, damage or inconvenience that has been caused by the system malfunctioning or failing, unless this is as a direct result of Lothian Gas not having fulfilled its obligations under this Care Plan.
- Recompense for the cost of any work carried out without the written approval of Lothian Gas.
- The cost of remedying a fault which someone, not employed by Lothian Gas has caused by altering the installation in any way that compromises the original design, safety, flueing arrangement, ventilation or the method of operation of the installation.
- Work that becomes necessary as a result of altering or, extending a building or any other change that prevents the installation from being operated properly or safely.
- Damage caused by fire, lightning, explosion, flood, freezing or other adverse weather conditions.
- Remedying any fault or damage, which has arisen as a result of a failure of the gas, electricity, or water supply.
- Lifting and relaying of decorative floor coverings.





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### **How do I renew my Lothian Gas Care Plan 4?**

Your Care Plan 3 with Lothian Gas lasts for twelve months and its terms and conditions will not change during this period. We will contact you before the twelve month agreement ends, with details of any changes to price and conditions and offer you the opportunity to renew your contract. Your agreement will end automatically if you do not renew it by the due date.

### **Third Party rights**

No one other than the party to the contract shall benefit from this agreement.

### **Our Responsibilities**

Lothian Gas will meet its responsibilities under this Lothian Gas Care Plan 4 within a reasonable time unless it is impossible for us to do so due to circumstances out with our reasonable control. In particular we will not be responsible for delays caused by our suppliers or their agents.

### **Refund Policy**

During the course of the agreement, either party may terminate the agreement by notifying the other to that effect.

If we terminate the agreement, you will be entitled to a refund of any premium which you have prepaid to us. You will not, however, be entitled to a refund if we terminate the agreement because of your breach or if you terminate the agreement within the 12 month period. For customers paying by direct debit, the balance of any premium which remains outstanding for the remainder of the 12 month period shall be immediately due and, we shall be entitled to take payment from your nominated account using your direct debit instruction for the outstanding balance.

If you are a landlord, you will not be entitled to a refund if you cancel the agreement at any time following the issue of the Gas Safety Certificate.





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**Cooling off period**

You will have 10 working days from the date you receive our acceptance letter in which to cancel the agreement. If you do change your mind within this period you can cancel by contacting our office and we will provide you with a full refund. We will not normally carry out any work for you during this period (with the exception of the initial inspection) unless you specifically ask us to in which case, you will be deemed to have waived your cancellation rights.

