

Terms and Conditions: Domestic Service Plans

If you require this document in an alternative form please contact our sales team on 01326 378122

Terminology

"You and your" means "you and/or your spouse, partner or appliance"

"Us, we and our" means Blue Flame (Cornwall) Ltd

Our promise to Customers:

We aim to provide a safe, high-quality, professional service to repair and maintain the equipment covered by this agreement. If there are any questions or concerns about this agreement, please contact our Sales Team **Free on 0800 074 9132**

What this plan covers:

This plan covers any heating appliance or other appliance set out below.

What this agreement provides:

- Cover, for each appliance, per the Covered Equipment Schedule below, or contained within a personalised quotation.
- One annual service to any item of covered equipment or system, including a Safety and Maintenance Inspection of the equipment, in every year of your agreement. Please read the section called 'Service and Safety Inspection' for further details.
 - You will receive an electronic job sheet emailed to you, provided your email address is given to us, detailing the work done, matters requiring attention and improvement suggestions etc. for every visit made to you.
- (If you are a Landlord) CP12, Landlord Safety Report covering all Gas appliances
 - An electronic CP12 emailed to you (provided your email address is given to us)
- A guaranteed call for the Equipment covered by this plan:
 - 24 hours a day
 - A customer helpline is available 24 hours a day. During working hours, Monday to Friday 8.00am to 5.00pm, this will be via our office team. Outside of these hours, our emergency on-call supervisor, and/or engineers, will attend to calls
 - 7 days a week, 365 days a year availability
 - Includes emergencies
 - Emergency visits/call outs are charged where applicable, but dependant on cover, at pre-set and discounted rates (see below) no matter when the visit is made.
 - These rates may be subject to change. Details of any changes will be advised as they change, via our website or in your renewal letter.
- Dependent on the cover taken, reduced costs for:
 - Bronze Plans.
 - 7.5% discount on parts
 - 7.5% discount, from the standard Bronze rate, for the first hours labour charge
 - 25% discount, from the standard Bronze rate, for the second hour, and over, for labour charges
 - Silver Plans
 - 7.5% discount on parts
- Priority service every day of the year, normally same day but, subject to workload and labour availability, always within 24hrs.
- If you ask us to make a visit for any reason, for the majority of calls, you will pay as follows for the first and subsequent visits:

- The standard Bronze rate charge for the call out and first hour regardless of time spent on site
- Any time over the initial first hour will be charged in 15 minute increments using the standard Bronze charge rates
- Advice about your system, its operation and use from our technical staff.
- An additional £100 Scrappage allowance, over and above any other Scrappage Offers BF has, against any main appliance or full heating system replacement.

The current prices for this agreement are set out in the "**Customer Benefits for Plan holders**" schedule attached to this agreement. All prices and discounts are subject to change but may not be notified individually.

What cover IS included for any piece of Covered Equipment?

- A Service and Safety Inspection of any appliance you purchase cover for.
 - Please read the section 'Service and Safety Inspection' for full details
- Access to all of our other services at agreed labour rates
- Automated Update Process
 - For all planned works, you will receive a text message reminder 24 hours before the appointment.
 - On the day of the visit, you will then receive a further message as the engineer starts travelling to site.
 - For all works, once the job is complete, you will receive full details of the work carried out and, if applicable, any certification documents such as CP12.
- The cover provided will be dependent on your particular appliance. You will be notified of the final cover being offered once an evaluation (first) visit has been made. Any amendments to cover will be notified in writing

What is NOT included?

- The cost of any parts required for the initial visit
- Removing sludge or hard-water scale from the appliance or system. We do offer a 'Power Flush' service, if required and applicable, to the piece of covered equipment. Prices for this service will be given on application.
- Replacing your appliance if it is not repairable, old and/or genuine parts are no longer available.
- The full cost of labour and parts for each repair carried out to appliances and systems not covered by this agreement.
- Any work to the associated hot and cold pipe work.
- Resetting controls (for example thermostats and programmers) following changes due to winter or summer times.
- Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.
- Repairing any damage or redecoration, caused by our work unless we, or our agents, have been proven to be negligent.

Any work, relating to the above, **IS CHARGEABLE** at our standard hourly rates, subject to you being advised of said costs.

Appliance Data

As part of this agreement, you agree to supply us with your appliance make and model prior to us attending. The reason for this is so that we can ensure that we, wherever possible, have suitable parts and products available for that first visit which increases the chance of a successful conclusion.

Existing faults

When we attend, for an initial visit, and if we find an existing fault, we will:

- Charge our standard Bronze rate call out fee which covers the first hour.
- Thereafter you will pay the standard Bronze rate charge for every ¼ hour longer it takes to affect a repair.
- We will advise of the costs for any parts needed to affect a repair.
- Having obtained authorisation, we will affect the repair whilst we're on site if possible.
 - When undertaking a repair, you will be charged for any parts and additional time, in excess of the 1 hour given to undertake the inspection.
 - The rate for the undertaking additional works will be chargeable at our standard hourly rate.
- If we need to schedule a return visit, whilst obtaining the necessary parts, the time on site will recommence when we return and the charging regime, as detailed above, will accumulate from the moment we get to site again. We do not charge for any travelling time to site.

Equipment, or systems, not covered by a plan

Once you have a plan should you have an emergency, system failure or need to use our other services, we will charge you the reduced hourly rate for attending. However, if any visit relates to an item that is not covered, attendance will only be made if we have staff availability. We will endeavour to attend to emergencies. However no guarantee can be given for this. Should you contact us, you will be advised of the expected visit. By signing this agreement and using the emergency service, you agree to pay us, on demand, the costs associated to the visit. We would suggest you take out suitable cover as part of your annual package to ensure an immediate response.

General exclusions

This agreement has the following exclusions:

Design or existing faults

We will not cover the cost caused by design faults (unless we designed the system), or faults which existed before you entered into the agreement. This also includes faults we could not identify on our first inspection of your systems or appliances, using reasonable care and skill.

Third-party or accidental damage

We will not cover the cost of repairs relating to damage caused by you or someone else.

Consequential loss

Unless we are responsible for it, we will not cover any loss or damage to property (including any cleaning needed), caused by the appliance, appliance or system breaking down or leaking (for example damage to furniture caused by water leaks).

In carrying out any work needed to affect a repair or solution, in fulfilling our obligations under this agreement, if we have to dig on your property, we will fill in any holes and leave the surface level. We will not necessarily replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility, unless we have been proven to be negligent

Normal Insured Risks

We will not cover the cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. Also not covered, is the cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services or its supply. You should check your household, letting or business insurance to make sure you have enough cover for these risks.

About your Agreement

Service Coverage

This agreement covers the whole of Cornwall and West Devon.

Period of Agreement

This agreement will remain in place for one calendar year from the date of acceptance (signing). Thereafter, the 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 but, as above, will be covered until the anniversary date of signing. We will write to you to tell you about any changes to the terms and conditions or prices as and when they change.

Start date

Your agreement begins on the date this document is signed. We will not book any visit until we have received, or arranged collection of, a signed copy of this agreement. By asking us to visit you agree to our minimum standard rate Bronze charge for the visit. Payment must be made before we attend (See below).

Invoicing and Payments for Domestic plans

You will receive an invoice for your plan or subsequent services. This will either be annual, quarterly or monthly dependant on your payment profile. All other invoices will be created at the time as work is done for you.

Your payment terms will depend on the type of customer you are:

- New Customer – 1st Year
 - You can pay your invoice, in full, at the start of the agreement by:
 - Credit or Debit card
 - Bacs
 - Cheque*
 - We require all new customers to pay our standard bronze cover fee before we attend. Once we have attended and established that there is not an appliance breakdown, we will complete the service and advise what cover your equipment is eligible for.
 - Once eligibility is established the total cost of cover, less the bronze cover fee you have paid, can be spread over 11 equal instalments by **Direct Debit ONLY**
 - In year 2 (see below) you can spread the whole of the cost over 12 equal instalments by **Direct Debit ONLY**
- Existing – 2nd year and on
 - You may pay your invoice, in full, at the start of the contract year by:
 - Credit or Debit card
 - Bacs
 - Cheque*
 - You can spread the whole of your cost over 12 equal instalments by **Direct Debit ONLY**

For any other visits, work, parts or sundry charges made to customers, by signing this agreement, you agree to settle any invoices by card in advance or at the point of notification. The only exception to this is with prior sanction from a Blue Flame manager. If sanctioned, by signing this document, you agree to settle invoices within 14 days of invoice date. If we cannot determine the costs in advance, or the charges exceed the foreseen costs, under these circumstances, by signing the agreement, you agree to pay outstanding amounts by card or within 14 days if sanctioned as above.

* Please note, if you're only able to pay by cheque attendance will not be made until the payment has cleared.

If any payment is not made when due your services will be suspended. If you do not settle the outstanding sum, for the annual charge, court action will be taken to recover the goods. Please see the section regarding Moving Premises below.

Interest will be charged at 1% per month on overdue accounts and items.

Covered Equipment

All appliances must be covered individually, per fuel type. Each agreement must have a main appliance covered. The cover for subsequent covered equipment **CANNOT** exceed the main appliance for that fuel type. By way of example, if your Gas Appliance had Silver cover, you can only cover your system and/or cylinder to the Silver level.

Alternative fuel types can be covered to a different level. By way of example, as a customer, you could have Smoke Alarm Level covered at Gold.

Cover	Detail
Gold	Annual Service. 24 hour call out cover. Covers all labour and part costs for any visits to the appliance and the controls
Silver	Annual Service. 24 hour call out cover. Covers all labour costs for any visits to the appliance. All parts used, in repairing or maintaining the covered equipment, are charged separately but receive a 7.5% discount.
Bronze	Annual Service. 24 hour call out cover. All labour and parts used, in repairing or maintaining the covered equipment, are charged separately but receive the following discounts: Parts – 7.5% Labour – 7.5% off of the standard charge 2 nd Hour – 25% off of the standard charge

Cover Eligibility

Levels of cover cannot be guaranteed until our initial visit has been made. Appliances may have restrictions to cover based on, but not limited to:

- Age
- Reliability
- Parts availability
- Obsolescence

Once the initial visit has been completed, you will be advised of the cover available to you. Should you not wish to take the cover offered, you will only be charged for the initial visit plus any parts and additional hours. You would have made a payment on account, being the standard Bronze rate which will be deducted from any balance. By signing this agreement you agree to pay any additional charges, subject to the "Initial service and safety inspection" and "Faults found in the course of Inspection" clauses below.

Initial service and safety inspection

We require a signed copy of this agreement for all plans. They can be provided to us:

1. By post
2. By email – but it must contain the following text:
 - a. We hereby confirm that this email is acceptance of the Blue Flame (Cornwall) Ltd Terms and Conditions of Business.
3. On our Engineer's attendance

If option 3 is taken, the engineer **WILL NOT** commence work until the signed agreement has been handed over. If we attend, and no signed agreement is available, you will be charged the standard call out.

We will schedule an inspection of your appliance and other items of covered equipment, to make sure they are safe, are in good working order and meet the criteria of this agreement. Subject to the above our Engineer will complete a service, and if applicable, safety inspection checklist and this will be e-mailed to you. We will normally do this inspection at the beginning of your agreement where possible. However, as we give priority to emergencies and breakdowns, this can be later given the demand on our services.

Faults found in the course of Inspections

We will advise you what work needs to be undertaken

We will provide an estimate for the work to be done

With your approval, and parts availability, affect a repair

We may have to cancel the agreement

We will charge you for the whole time taken for the visit and any parts used

Service and Safety Inspections

We will normally carry out the service at the same time as the initial inspection.

After that, for all covered equipment, we will carry out an annual Service once in every year of your agreement. We will aim to carry out the visit around the same time each year where possible. This will depend on our workload and your preference for an appointment. As long as we can get into your property, we will always make sure we check that your system and/or appliances are safe. You can also call us at any time to arrange or rearrange your Service visit.

If required, we can agree and schedule, Service and Safety Inspections on your appliance(s) at quarterly or 6 monthly intervals. This will incur separate charges but these will be advised to you by quotation in advance.

Gaining access to your property

You are responsible for gaining us access to your property. If we cannot gain access to your property to carry out the necessary work we will tell you so that you may arrange an alternative appointment. If, after 3 attempts, we still cannot gain access, we may cancel your agreement. The costs from these visits will ALL be chargeable in this instance. We will tell you in writing if this is the case.

Moving Premises

If you move home or premises, please advise us either in writing, by email or telephone call. As this is an annual agreement, cover will pass to the purchasers of your premises. By signing this agreement you, however, agree to pay for this plan in full. You may seek adjustment, in your sale agreement, with the other parties that they recompense you for the outstanding cover.

Cancellation

If you wish to cancel your agreement, you must notify us in writing (email being acceptable). If we wish to cancel the agreement, we will do the same.

We may cancel your agreement in the following circumstances:

- If you have given false information.
- If you do not make any agreed payment.
- If we find issues during the initial service and safety inspection that are beyond economic repair.
- If we are not reasonably able to source genuine parts to keep your systems or appliance working safely.
- If circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.
- If we give you reasonable notice that we are going to cancel.

You may cancel your agreement in the following circumstances:

- If it is within seven working days for the agreement start date (see above).

- If it is within one month of us letting you know about changes in prices or terms and conditions.
- If we fail to do something which we should have done.

In the case of any cancellation, you will only receive a refund based on what you have paid less any costs we have incurred to that point. These costs may include:

- The cost of the initial inspection visit
- The cost of any further visits
- The cost of any parts used
- The cost of producing the CP12
- Any administrative costs reasonably accrued in establishing the agreement

In any circumstance other than the above, by signing this agreement, you are deemed to be liable for the cost of the agreement in full.

Spare Parts

Our engineers carry spare parts for the majority of major manufacturers as well as considerable consumable items to effect a repair. If the engineer does not have the part or consumables needed, our central stores will be contacted to see if the items are available from there. If we do hold the item, the engineer will endeavour to complete the job the same day or make arrangements to revisit as soon as possible.

Should the parts not be available from us, we will use our external suppliers to source the product. In many cases this means we can acquire most items for delivery, to us, the following working day. We will make revisit arrangements based on parts availability in this case. We will do all we reasonably can to source parts from our suppliers.

In every case, you will be notified of the costs for parts by the engineer or our admin support team. At that point you have to decide, and agree to, the parts being ordered. By agreeing to the ordering of parts, you are then liable for any cost associated to the parts, including administrative charges which may be levied, should the work not go ahead for any reason. If you wish us to proceed, you will need to make payment for the parts as per the "Invoicing and Payment" section above.

Failing the above, we will endeavour to source and use other approved parts, or parts that have been reconditioned by the original manufacturer.

We will not fit parts where the source cannot be verified, notably internet offerings.

Parts and Consumable Guarantees

Materials that are used for plumbing, electrical, central heating and any other work are guaranteed for a minimum of 12 months from the date they are fitted. Within this period, if the material is faulty, we will repair or replace the faulty materials free of charge. If our work is faulty, we will do any repair work free of charge. Our work is guaranteed for 12 months from the date that the work is completed.

Labour

One of our employed, fully trained and certified engineers will normally carry out the work. In some exceptional cases, we may authorise a suitably qualified contractor to carry out the work.

Using personal information

Information you provide, or we hold about you (whether or not under our plans or contracts with you), will only be used by us to:

- Identify you, or your agent, when you contact us;
- Help us to identify any additional services and products which you could have from us from time to time;

- We may do this using an automatic scoring system, which uses the information you have provided, any information we hold about you and information from other agencies, including credit-reference agencies;
- Carry out marketing analysis and customer profiling (including with transactional information) and create statistical and testing information;
- Help to prevent and detect fraud or loss;
- Contact you (including mail, e-mail, phone, visit, text or multimedia messages) about products and services offered by us. We will only contact you in this way if you have previously shown your consent.

“Transactional information” relates to the services or products you buy from us and how you pay for it. For example, usage rates and any discounts we have offered you or whether you pay by credit card, debit card or bank transfer. (These are examples only not a complete list.)

We may pass your address and details of your gas appliances, flue, hot-water cylinder, system controls and electrical installations (including details of any repairs or removals), to competent person scheme operators and other appropriate organisations, as appropriate, including, but not limited to:

- Manufacturers
- Gas Safe
- Oftec
- Hetas
- MCS (Microgeneration Certification Scheme)
- ECA (Electrical Contractors Association).

These operators

and organisations, may pass this information to local authorities to meet Building Regulations. They may also use this information to contact you to inspect appliances or systems, recall faulty products and carry out audits and for any purpose, including health and safety verification. Where appropriate, we will give you, or tenant and agent, a certificate to show that your system and/or appliances meet the relevant Regulations.

We monitor and record communications with you, (including phone conversations and e-mails), for quality assurance and to make sure that we are meeting our legal and regulatory requirements.

We may check your details with one or more licensed credit-reference and/or fraud-prevention agencies. We, and they, may keep a record of this search and the payment details from your account and share it with other organisations. If a person provides false or inaccurate information and we suspect fraud, this is also recorded. This information may be used and searched by us and other organisations, to:

- Help make decisions about credit and credit-related services for you and members of your household;
- Help make decisions on motor, household, credit, life and other insurance proposals and insurance claims for you and members of your household;
- Recover debt, prevent fraud and manage your accounts for insurance policies;
- Check your identity to prevent money laundering, unless you give us other satisfactory proof of your identity;
- Carry out statistical analysis about credit, insurance and fraud.

We, and other credit and insurance organisations, may also use technology to detect and prevent fraud.

If you give us information on behalf of someone else, you are deemed by signing this agreement, to be confirming that you have given them the information set out in this document, and that they have not objected to their personal information being used in the way described in it. If you give us sensitive information about yourself or others (such as health details or details of any criminal convictions of members of your

household), you are deemed by signing this agreement, to be confirming that (and confirm that the relevant subject of the information has agreed) us processing this information in the way set out in this document.

If you are making a joint application or you have told us about some other financial association with someone else, a 'financial association' between you and that other person (or people) will be made at credit-reference agencies. This will link your financial records with that other person (or people) so that both (or all) your records will be taken into account in all future applications by either or both (or all) of you. This will continue until one of you successfully files a notice with the credit-reference agencies asking that you are no longer financially associated with that person.

Third-party rights

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

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 Benefits for Plan holders (subject to change)

Upgrading the system and energy efficiency improvements

We can often improve systems (for example, by adding new heating new controls) and offer a one year parts and labour guarantee. These energy-efficient products are supplied at a reduced VAT rate of 5%. So they save money both in terms of VAT and improved system efficiency (and therefore reduce heating/hot water costs) as well. To arrange for an evaluation visit, call the Customer Enquiry **0800 074 9132** for full details

Replacing an appliance, heating appliance or system

If any appliance, heating appliance or system is old and beyond economical repair, or you choose to replace it at any time, as a Service Plan customer, you are entitled to extra 'customer' discounts. These will be available on any new replacement appliance, heating appliance or system and associated products. The customer discount may vary, on top of any offer available at the time. Please call the Customer Enquiry Team on **0800 074 9132** for full details.

Other plans

We offer other plans for other products, namely Gold, Silver or Bronze cover. We can also cover secondary appliances, at varying levels of cover, such as Cookers, Fires, Smoke Alarms, CO Alarms and Electric Showers. These offer "parts only" to "fully encapsulating" cover, subject to terms and conditions and equipment type. We also offer plans for the following:

- Renewable Systems
 - Heat pumps, air and ground source
 - Solar PV
 - Solar Thermal
 - Biomass
- Electrics
- Oil
- Solid fuel

Please contact the Customer Enquiry Team on **0800 074 9132** for full details

FOR ALL OF OUR UP TO DATE INFORMATION, PRICES, OFFERS, HELP CENTRE AND MANY OTHER ITEMS OF INFORMATION, PLEASE VISIT:

www.blueflameheat.co.uk

Agreement Sign Off

Name	
Property Address	
Signature & Date	
Name (Print)	
Main Appliance Make	
Main Appliance Model	
Other Equipment to be covered	
Blue Flame Signature & Date	
Blue Flame Name (Print)	

Please sign and return in Freepost Envelope

