

TotalCare

from **HeatSource**
MALDI 

1. Introduction

We have designed our TotalCare plans to provide a safe, reliable and professional service to maintain or repair (or both) the elements included in your Agreement. It is important you read these terms and conditions carefully, together with your chosen plan details to confirm the products you hold, as these form the basis of your Agreement with us.

If anything is incorrect or if you have any questions, please call us Free phone from Landlines and Mobiles on 0333 577 1600, or email on info@heatsourcewales.co.uk

2. Our Cover

All our covers are on a repair only basis. You can choose to hold our products as part of a package, (Total Care Bronze, Silver, Gold or Platinum), individually as separate Agreements or, if you are a landlord, one of our Landlord packages (TotalCare Landlords, TotalCare Landlords Plus or TotalCare Landlords Complete). All our cover are on a repairs only basis. For more information on our Landlord's services or your Gas Safety Record (CP12), see your chosen plan details for confirmation of the products you hold.

2.1 Periods of Agreement

Your TotalCare agreement is made up of the elements highlighted below. Please read carefully as they specify what you are covered for.

Boiler and Controls:

- Breakdown only of boiler
- Breakdown only of controls
- Annual Inspection (visual)

We will replace any boiler we cannot repair under 7 years old subject to installation date evidence. The boiler we will provide may not be of the same manufacturer, but will be of the same output capability.

Central Heating:

- Radiators
- Thermostatic valves (TRV's)
- Lock shield valves
- Zone valves
- Pumps
- Pipe work
- Magnetic filter
- Annual inspection (visual)

Plumbing

- Hot and cold pipe work
- Cold water storage and expansion tank
- Leaking overflow pipes
- Burst pipes
- Leaking or seized stopcocks
- Accidental damage to pipework e.g. screw puncture
- Annual inspection of system (visual)

Drains Cover

- Restoring flow by unblocking or repairing drainage pipes and waste pipes for example, unblocking sinks, waste and rainwater drains. This applies to pipes that you are responsible for within the boundary of your property.
- Annual inspection of system (visual)

Electrical Cover

Repairs of:

- Fixed electrical wiring system
- Fuse boxes
- Central heating wiring
- Wall sockets
- Light switches
- Light fittings
- Circuit breakers
- Transformers
- Outside security lighting
- Doorway lighting
- Damage caused by rodents
- Bathroom extractor fan
- Smoke alarms off main circuit
- Accidental damage to wiring e.g. screw puncture
- Lights switches
- Plug sockets
- Annual inspection (visual)

Our plans also include as standard:

- No excess fee
- Unlimited 365 days call out
- CP12/Annual Service
- Unlimited parts and labour
- Annual inspection (visual)

Please see section 5 for our exclusions under our agreement.

All works carried out by us come with a 12 month labour guarantee.

	Boiler and Controls	Central Heating	Plumbing	Drains	Electrics	Annual Service
Bronze	✓	✗	✗	✗	✗	✓
Silver	✓	✓	✗	✗	✗	✓
Gold	✓	✓	✓	✓	✗	✓
Platinum	✓	✓	✓	✓	✓	✓
Landlord's	✓	✗	✗	✗	✗	✗
Landlord's Plus	✓	✓	✗	✗	✗	✗
Landlord's Extra	✓	✓	✓	✓	✗	✗
Landlord's Complete	✓	✓	✓	✓	✓	✗

All Landlords cover include an annual CP12 (Gas Safety Record)

3. General Conditions which apply to our Agreement

3.1 Periods of Agreement

All Agreements are monthly payable Agreements for a minimum term of 12 months. At the end of your 12 month Agreement, your cover will continue on a rolling monthly agreement. For all levels of cover there will be a 14 day administrative period from the time we receive your signed Agreement, before your cover takes effect. You will receive confirmation of receipt of your signed Agreement, but under no circumstances will you be covered within 14 days of receipt of the signed Agreement.

3.2 Price and Price Changes

Your Agreement price is set out in your Statement and will not change during your Period of Agreement unless you change your Agreement terms. We will always contact you to tell you about any change to your price and Direct Debit instalments.

3.3 Payments

You are required to pay by Direct Debit, you can pay either annually in advance or monthly as the payment becomes due for that month. If you choose to pay annually in advance, you may also do so by cheque.

3.4 Initial Service

If you are a new customer and would like to take out one of our plans then you will need an initial Service. We will arrange to inspect your boiler and controls or gas central heating system (depending on what is included in your Agreement), to help make sure we can include them in your Agreement and that they are safe and in good working order. We will always carry out your initial Service before the start of your first Agreement, of which a charge will be incurred. Our engineer will fill in a service or breakdown checklist to show you what has been inspected. If your initial Service reveals a problem (such as boilers for which we know we cannot get parts, or systems that are not installed safely or which we cannot get to) we may:

- Tell you what work is needed and what it will cost to do that work;
- Offer you a different product which will not include the parts of your system causing the problem.

3.5 Annual Service

Your annual Service will be carried out in each Period of Agreement to check that the elements included in your Agreement are safe and in good working order. We will contact you to arrange a visit to your home up to 30 days prior to the renewal date stated in your agreement, to inspect your boiler and controls and gas central heating system (depending on what is included in your Agreement). We will check that your boiler, its flue and ventilation are working in accordance with legal requirements and regulations, and we will analyse the combustion gases that your boiler produces using a probe where appropriate. We will disassemble your boiler to clean and/or repair it if the tests indicate that this is necessary. This is to help make sure that they are safe and in good working order. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your annual service. To arrange your annual service we may contact you by phone, email, text message or letter. Where contact is by letter or email, we will make 3 attempts. Should you not respond, we will assume that you do not wish to have an annual service carried out for that particular Period of Agreement and

move your annual service due date to approximately the same time in the following year. In these instances, we will not reimburse any of the Agreement fees.

3.6 Renewals

We will always expect you to renew your agreement on the annual service visit and to commence on the 12 month renewal date. We will give you 30 days notice to tell you (in advance) about any changes to what is included in your Agreement (or any changes to your prices) for the next Period of Agreement, unless exceptional circumstances apply. Unless you inform us when we write to you that you do not want to renew, we will automatically renew your Agreement for another fixed period of a year if you have chosen to pay by Direct Debit. At the end of your Period of Agreement and at the end of each subsequent year, the price of your Agreement may change. This can be because of general inflation and/or because we have more detailed and accurate information on your boiler, system or appliances, as well as your breakdown history, this meaning the price we charge when your Agreement renews will be tailored to you.

3.7 Moving Home

If you are moving out of your Home, or buying a second Home, you will need to tell us as soon as possible about any change of address. Once we receive your new address details we can set up a new Agreement or transfer your existing Agreement to your new address (unless you tell us you do not want to continue with your Agreement) and are past your first 12 months. We will also arrange an initial Service for your new Home, here there will be a charge of £55.

3.8 Domestic Use

Agreements are only available for appliances and systems used inside your Home for Domestic Purposes. If you own a domestic property which you let out, you can also hold our Agreements for these properties. Additional products are available for landlords.

3.9 Our Responsibilities

We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control. If we cannot meet our responsibilities, we will let you know as soon as possible to confirm the reasons why.

We will also give you another time when we expect we can meet our responsibilities to you. Where we have agreed to take your appliance/system onto an Agreement, and have previously advised there may be restrictions over our ability to maintain your appliance/system or the supply of parts, we will use all reasonable endeavours to carry out repairs.

3.10 Gaining access to your property and arranging appointments

We will only carry out work in your property if there is someone aged 18 or over there at all times. It is your responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment resulting in a call out charge of £55. If you do not arrange an appointment or we

cannot gain access, your Agreement will continue even though we have not been able to carry out the work. If, after several attempts, we have been unable to make an appointment or we still cannot gain access, we may write to you to let you know we have cancelled your Agreement.

3.11 Safety advice

We may advise you that permanent repairs or improvements are needed to help make sure your appliance or system works safely (for example, to keep to gas-safety regulations, such as upgrading your ventilation to meet current standards). If you do not follow our advice, it may mean that we cannot meet all of our obligations to you under your Agreement. In this case, your Agreement will continue to run unless you tell us you would like to cancel, or if we cancel.

3.12 Spare parts

If our engineer does not carry the spare parts needed on the day of your appointment, we use a number of approved suppliers which means we can normally get hold of most items the following working day. If not, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts or parts that have been reconditioned by the original manufacturer or approved parts which are used.

3.13 Labour

One of our engineers will usually undertake the work. In some cases we may authorise a suitably qualified engineer from outside our company to carry out the work.

3.14 Guarantees

We guarantee to make good any faulty parts or faulty workmanship for a period of twelve months from the date we completed your repair.

3.15 Upgrades

The cost of upgrading your system is not included in your Agreement. You can buy system Upgrades from Heat Source Wales, such as a Powerflush and Magnetic Filters. Examples of upgrades include replacing working radiators with improved models and replacing standard radiator valves with thermostatic radiator valves. Any repairs required to your upgraded system will be included within your Total Care Plan Agreement unless we have not installed them after policy. Should you have a Powerflush from a third party, Heat Source Wales would require proof of purchase of the Powerflush in order to complete any subsequent repairs.

4. Cancellation

4.1 Your Cancellation Rights

You may cancel any Agreement you have with us at any time as long as you let us know by calling 0333 577 1600 or by emailing: info@heatsourcewales.co.uk . Cancelling your Direct Debit without contacting us will not mean you have cancelled your Agreement. If you do not inform us that you wish to cancel and your Direct Debit payment is rejected, we will attempt to contact you by using the email address we have on our records to rectify your account. If we do not hear from you following contact, and the outstanding payment is not made, we will cancel your Agreement not less than 30 days after the date we were first notified payment was not received. Any outstanding charges will be payable and subject to the terms outlined in section 4.2.

If you cancel within the first 14 days of your Agreement, we will give you a full refund of any money you have paid, unless we have carried out work, in which case cancellation charges may apply (see section 4.2).

If you cancel after the first 14 days of your Agreement and pay by monthly Direct Debit, we will continue to provide cover until the end of the period from which your last payment applies, unless we have carried out work. If you have paid by cheque, we will cancel the product at the end of the month in which you notify us. Your Agreement is a minimum term of 12 months with the agreement continuing on a rolling monthly Agreement thereafter.

4.2 Cancellation Charges

If you cancel your Agreement at anytime after the initial 14 days of your agreement, you are liable to pay the full amount for the 12 month Agreement.

- Any money you have paid to us for the product in the current Period of Agreement.

Type of work completed	Charge for each piece of work completed
Boiler or Central Heating repairs	£115
All other completed repairs	£50
Annual Service	£55
Landlords Gas Safety Certificate (CP12)	£55

4.3 Our Cancellation Rights

We may cancel your Agreement in the following circumstances:

- If you have given us false information.
- If you do not make an agreed payment.

- If we find something wrong at the annual service.
- If there are health and safety issues.
- If you do not give us access to your property if needed.
- If we are not reasonably able to find parts for your appliance or system.
- If improvements we tell you are needed are not completed.

5. General Exclusions that apply to our Agreements

5.1 Design or existing faults

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults (unless we are responsible for the design faults), faults which existed before you entered into your Agreement with us, faults which we have identified on a previous visit or Agreement at the property or faults which we could not, using reasonable care and skill, identify on our Initial Service or a repair call out to your system or appliance. For example, this would apply to pipes buried under concrete floors that do not have acceptable pipe protection. Acceptable pipe protection is factory sheathed, soft copper laid through plastic ducting. Joints should not be located in the plastic ducting/sleeve, and the pipe should be installed according to the manufacturer's instructions. We do not cover cold main supply pipe from outside main stop tap, to internal stop tap. We do not cover steel pipe work which is connected to copper pipe work. We do not cover problems that occur due to sludge.

5.2 Accidental damage, third-party damage and damage from deliberately taking risks

Unless we say in the Agreement that we will cover accidental damage caused by you, we will not cover the cost of repairs relating to damage caused by you. If work is carried out on your system or appliance by someone other than us, whether or not following our advice (e.g. Powerflush), which results in damage to that or another part of your system because of poor workmanship, the repair will be excluded from your Agreement.

5.3 All other loss and damage

Unless we cause it, we will not be responsible for any loss or damage to your property as a result of your appliance or system breaking or failing, including any cleaning needed or damage to fixtures or furniture, for example, damage caused by water leaks.

5.4 Making Good

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair, however, we will not replace the original surface or construction, or for example redecoration. If the original surface or construction was damaged as a result of the fault, for example water leak, we will not replace the original surface.

5.5 Risks insured under household or other insurances

Except and only to the extent specifically stated as included under your Agreement, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have enough cover for these risks. If anything specifically stated as being included under your Agreement is also included under any other insurance or maintenance contract you hold, the repair will be the responsibility of the provider of your other insurance or maintenance contract. In the event of joint responsibility with your other provider, we will only ever be responsible for our fair share and to the extent of our obligations under your Agreement.

5.6 Third-party rights

Nobody other than you will be able to benefit from your Agreement. If you are a Landlord, you may give permission to your tenant, managing agent or other third party to arrange an engineer appointment on your behalf.

5.7 Exclusions

Boiler and Controls and Central Heating exclusions

The following are not included in your Agreement:

- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit (under any Agreement at the property) that permanent repairs, improvements or a HeatSource Wales Powerflush (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly and you have not taken recommended action.
- Repairing or replacing flues, including the flue terminal, that are over 1 metre in length.
- Repairing or replacing the flue, including the flue terminal for any open flue appliances.
- Servicing and maintaining electric boilers.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
- Any boiler over 70KW and/or not purpose built for domestic use.
- Topping up of system inhibitor.

- Breakdowns in the first 14 days of your initial Period of Agreement if you have either Boiler and Controls Breakdown Cover or Central Heating Breakdown Cover.

Plumbing Cover exclusions

The following are not included in your Agreement:

- Replacing ceramic discs in taps.
- Replacing taps.
- Replacing bath and shower seals or grouting.
- Repairing or replacing water softeners, combined overflow and pop-up waste mechanisms, all electrical hot water pumps and parts of your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets.
- Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering or other external property.
- Repairing water supply pipes shared with another property or properties, or that are not your responsibility or outside the boundary of your property.
- Repairing and replacing steel pipes (other than for your water supplies).
- Dealing with temporarily frozen pipes which have not resulted in confirmed damage.
- Replacing or repairing spa baths or the associated components that form part of its construction. These include, but are not restricted to, pumps, jets, hewing elements, pipes and tubes.

Drains Cover

The following are not included in your Agreement:

- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundary of your property).
- Repairing or replacing manholes, soak aways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Regularly cleaning your drains and any de-scaling of your drains.
- Removing, replacing or repairing any part of the drain which is damaged but does not result in a total blockage of the drain.
- Making access to drain systems and points of entry (such as manhole covers) if these have been built over.
- Repairing or replacing steel pipes.
- Dealing with temporarily frozen pipes which have not resulted in confirmed damage.

Electrical Cover

The following are not included in your Agreement:

- Repairing controls, pumps, detectors, timers and programmers.
- Repairing or replacing the mains supply up to the fuse box.
- Repairing the parts of the power supply between your home and the outbuildings of your property.
- Repairing or replacing wiring encased in rubber or lead.
- Repairing accidental damage to the main electrical consumer unit or fuse box.

5.8 Other Exclusions

We will not include the following:

- Upgrades that are required to improve your appliance or system due to poor access or poor condition.
- Replacing or repairing parts that do not affect how the appliance or system works, or decorative or specialist parts.
- Resetting controls. For example, thermostats and programmers following changes due to winter or summer months.
- 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.
- Cash alternatives instead of a service, maintenance or repair.

- Repairing or replacing any steel or iron pipes. These do not apply to your water supply pipe up to your stopcock and where the gas-supply pipe, from meter to appliance, is specifically stated as being included under your Agreement.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Beginning or continuing services where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff (including verbal or physical abuse). Nuisance non stop call outs will not be accepted. We will not start work again until there is no longer a risk to health and safety.
- Loss of or damage you may suffer to your system if radio frequency allocations are subsequently altered by other people that interfere with your system or its controls.
- Replacing any batteries for your system controls.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating (other than warm-air systems).
- Removing sludge or hard-water scale from your system or appliance.

6.0 Complaints

There are times when things don't go to plan, If you have a complaint about any part of our TotalCare, then please contact us by freephone (from landlines and mobiles) on 0333 577 1600 or email us at info@heatsourcewales.co.uk

I have read and understood the Terms and Conditions set out in this Agreement.

Print Name:

Signature: Date: