

GASMAN DIRECT LTD

Complete Heating Service Plan

SERVICE PLAN AGREEMENT AND TERMS & CONDITIONS

ONE PLAN • ANNUAL SERVICE • COVERED PARTS & LABOUR • 24/7 CALL-OUTS

Initial minimum term: 12 months. Thereafter, the Plan continues on a rolling monthly basis until ended in accordance with these Terms.

This Agreement sets out the scope, conditions, limitations and exclusions applying to the Gasman Direct Ltd Complete Heating Service Plan. The Plan is a contract for servicing, maintenance and repair services. It is not a contract of insurance and does not indemnify the Customer against every unforeseen loss or risk.

IMPORTANT: This Agreement is a legally binding contract. Before signing, please ensure that you have read and understood all provisions of this Agreement.

Particular attention should be paid to the eligibility requirements, exclusions, limitations, cancellation provisions and liability provisions contained within Clauses 3, 5 to 11, 14, 15 and 18.

If there is any provision that you do not understand, you should seek clarification before signing this Agreement.

PLAN SCHEDULE

Customer name	
Service address	
Correspondence address	
Telephone / email	
Plan reference	
Monthly Plan Fee	£26
Start Date	
Initial Term	12 months from the Start Date
Payment method	Direct Debit
Boiler make / model	
Boiler age / serial number	
Accepted by Gasman Direct Ltd	

SUMMARY OF COVER

INCLUDED

- Annual boiler service and safety checks described in clause 4
- Labour reasonably required to diagnose and repair a covered breakdown
- Available replacement parts reasonably required for a covered repair
- Covered boiler, heating controls, radiators, radiator valves, central-heating pipework and gas pipework
- 24-hour, 7-day call-out request line for covered breakdowns, subject to clause 6
- Priority handling of covered heating and hot-water breakdowns

EXCLUDED

- Faults or damage caused by sludge, scale, corrosion products, magnetite, dirty water or debris
- Finding, tracing or locating a leak; the leak must be identified and shown to us
- Opening up, exposing or providing access to concealed pipework, leaks, faults or components
- Making good, reinstatement or redecoration after inspection, access or repair work
- Pre-existing faults, non-covered systems, misuse, accidental damage and third-party work
- Upgrades, enhancements, modernisation, conversion or system improvements, including at the point of breakdown or component failure
- Non-conventional, specialist or proprietary systems and components, including 12-volt system wiring and proprietary control or system boards
- Boilers or components that are Beyond Economic Repair or for which suitable parts are unavailable

Customer signature: _____ **Date:** _____

By signing, the Customer confirms that they have read and agree to the Plan Schedule and Terms and Conditions.

1. Definitions and interpretation

- 1.1** “Agreement” means the Plan Schedule, Summary of Cover, these Terms and Conditions and any written amendment agreed by the parties.
- 1.2** “Annual Service” means the routine inspection and servicing operations described in clause 4, undertaken approximately once in each Plan Year.
- 1.3** “Boiler” means the domestic gas-fired condensing central-heating boiler recorded in the Plan Schedule, including integral components ordinarily supplied as part of that appliance.
- 1.4** “Beyond Economic Repair” or “BER” has the meaning given in clause 10.
- 1.5** “Covered Breakdown” means a sudden mechanical or electrical failure of a Covered Component arising during the Plan and not falling within an exclusion, limitation or condition in this Agreement.
- 1.6** “Covered Component” means the Boiler, its internal controls, external heating controls, radiators, radiator valves, accessible central-heating pipework, accessible gas pipework and header tank, to the extent expressly covered by clause 5.
- 1.7** “Customer”, “you” and “your” mean the person named in the Plan Schedule who is responsible for payment and entitled to request services under the Plan.
- 1.8** “Initial Term” means the fixed period of twelve months beginning on the Start Date.
- 1.9** “Normal Working Hours” means our published daytime working hours, excluding public holidays. Emergency requests may be received outside Normal Working Hours under clause 6.
- 1.10** “Plan”, “Service Plan” or “Complete Heating Service Plan” means the single service and maintenance plan supplied by Gasman Direct Ltd under this Agreement.
- 1.11** “Plan Fee” means the recurring fee shown in the Plan Schedule, as varied in accordance with this Agreement.
- 1.12** “Plan Year” means each successive period of twelve months beginning on the Start Date or an anniversary of it.

1.13 "Property" means the domestic premises at the Service Address in the Plan Schedule.

1.14 "we", "us" and "our" mean Gasman Direct Ltd, a company incorporated in England and Wales under company number 13996599 whose registered office is at 1st Floor, 6-7 Clock Park, Shripney Road, Bognor Regis, England, PO22 9NH. References to Gasman Direct Ltd include its employees, engineers, subcontractors, agents and authorised representatives where the context permits.

1.15 **Headings** are for convenience only and do not affect interpretation. References to writing include email. "Including" and similar words do not limit the words preceding them.

1.16 "Reasonable", "Reasonably Required", "Reasonably Necessary", "Reasonable Endeavours" and similar expressions mean such labour, attendance, materials, replacement parts, investigations, diagnostic procedures, temporary repairs, methods of working, expenditure and associated actions as Gasman Direct Ltd, acting in good faith, exercising the judgement of a competent engineer and having regard to accepted industry practice, considers appropriate, proportionate, commercially justified and technically suitable in the circumstances.

In determining what is reasonable, Gasman Direct Ltd may take account of:

- (a) the age, condition, repair history and expected remaining service life of the equipment;
- (b) the availability, cost and suitability of replacement parts;
- (c) the accessibility of the equipment;
- (d) health and safety considerations;
- (e) manufacturer recommendations and technical guidance where reasonably available;
- (f) the economic viability of repair compared with replacement; and
- (g) the likelihood that the proposed work will provide a safe, reliable and lasting repair.

For the avoidance of doubt, no provision of this Agreement shall require Gasman Direct Ltd to provide labour, materials, replacement parts, services, upgrades, investigations or expenditure which, in its reasonable professional opinion, are commercially uneconomical, technically inappropriate, disproportionate to the value of the equipment, unlikely to achieve a reliable repair, or otherwise beyond the scope of this Agreement.

1.17 "Covered Heating System" means the Boiler, integral boiler components, heating controls, radiator valves, radiators, accessible central-heating pipework, accessible gas pipework, header tanks and any other components expressly stated within this Agreement as being covered.

The Covered Heating System does not include domestic hot-water systems, hot-water storage cylinders, cold-water storage tanks, cold-water pipework, potable water services, incoming mains water supplies, taps, mixers, showers, sanitaryware, wastes, drains, sinks, basins, baths, water softeners, water treatment equipment or any other plumbing installation unless expressly stated otherwise in writing.

1.18 "Commercially Uneconomical Repair" means a repair which, in the reasonable opinion of Gasman Direct Ltd, is not justified having regard to one or more of the following:

- (a) the age of the equipment;
- (b) the condition of the equipment;
- (c) previous repair history;
- (d) availability of replacement parts;
- (e) estimated repair costs;
- (f) anticipated future reliability;
- (g) manufacturer support status; or
- (h) the assessed current value of the equipment.

A repair may be commercially uneconomical notwithstanding that a repair is technically possible.

1.19 "Latent Defect" means a defect, fault, deterioration, weakness, non-compliance, installation defect, manufacturing defect or other condition which is not reasonably apparent from a visual inspection, routine testing, normal servicing procedures or other examinations reasonably undertaken by a competent engineer and which could not reasonably have been identified at the relevant time without carrying out invasive investigation, dismantling beyond normal servicing requirements, specialist testing, trace and access works, destructive inspection or other procedures outside the scope of the relevant service, inspection or attendance.

2. Nature of the Plan

- 2.1 The** Plan provides the Annual Service and maintenance and repair benefits expressly set out in this Agreement, subject in every case to eligibility, payment of the Plan Fee, availability of parts, safe access and all stated exclusions and limitations.
- 2.2 The** Plan includes labour and available replacement parts reasonably required to complete a Covered Repair. It does not cover every fault, expenditure, loss, alteration or improvement affecting the Property or heating system.
- 2.3 The** Plan is not an insurance policy, does not constitute a contract of insurance and does not provide compensation for consequential loss, alternative accommodation, loss of use, loss of income, distress or inconvenience.
- 2.4 No** cash alternative is payable where a service, repair or part cannot be supplied. Benefits are personal to the Customer and Property and may not be transferred without our prior written consent.

3. Eligibility and commencement

- 3.1 The** Customer must be aged 18 or over and be the owner or owner-occupier of the Property, unless we agree otherwise in writing.
- 3.2 Unless** separately agreed, the Property must be used principally for domestic purposes, contain no more than five bedrooms and be within our service area.
- 3.3** The Boiler must be a domestic gas-fired condensing boiler with a rated input not exceeding 70 kW, have a conventional accessible flue arrangement and not require routine removal from the wall as a normal means of diagnosis, maintenance or repair. Subject to Clauses 3.4 and 3.5, the Boiler must be less than 30 years old on the Start Date.
 - 3.3.1** Any Boiler manufactured before 1 April 2005 shall be accepted onto the Plan only at the absolute discretion of Gasman Direct Ltd and only where Gasman Direct Ltd has confirmed acceptance in writing.
 - 3.3.2** Gasman Direct Ltd may require an inspection, service history, photographic evidence or any other information it reasonably considers necessary before deciding whether to accept a Boiler manufactured before 1 April 2005.
 - 3.3.3** Gasman Direct Ltd may refuse acceptance of any Boiler manufactured before 1 April 2005 without providing a reason and shall have no obligation to offer cover unless written acceptance has been issued.
 - 3.3.4** Written acceptance of a Boiler manufactured before 1 April 2005 shall not constitute a representation, warranty or guarantee regarding the Boiler's condition, reliability, future reparability, remaining service life, availability of replacement parts or suitability for continued operation.
 - 3.3.5** A Boiler accepted under this Clause may subsequently be declared Beyond Economic Repair, Commercially Uneconomical to Repair or ineligible for further cover in accordance with this Agreement and no such acceptance shall restrict Gasman Direct Ltd's rights under this Agreement.
- 3.4 The** Boiler and heating system must be safe, operational and in reasonable working order when the Plan begins. A Plan does not cover a fault, defect, leak, deterioration or condition which existed, was developing, had been previously diagnosed or ought reasonably to have been apparent before the Start Date.
- 3.5 We** may inspect the Boiler and heating system before or during the first service. Acceptance of payments does not prevent us from rejecting a pre-existing fault or cancelling the Plan if eligibility information was inaccurate or material information was withheld.
- 3.6 If** remedial work is required to bring the Boiler or system to an acceptable standard, we may issue a separate quotation. If the Customer does not accept the work, we may suspend or terminate the Plan and charge for non-covered attendance or work already undertaken.
- 3.7** Cover begins only when we confirm acceptance and the first payment has been received, unless the Plan Schedule expressly states otherwise. Investigation or rectification of faults arising within the first 14 days is excluded unless we installed and have continuously maintained the relevant equipment.

4. Annual service

- 4.1** We will use reasonable endeavours to contact the Customer when the Annual Service becomes due. The Customer remains responsible for ensuring that an appointment is arranged and for providing safe and reasonable access to the Property and Boiler.
- 4.1.1** Gasman Direct Ltd may contact the Customer by telephone, mobile telephone, email, text message, post or any other contact method previously provided by the Customer. The Customer shall ensure that all contact details held by Gasman Direct Ltd remain accurate and up to date at all times.
- 4.1.2** The Customer shall promptly notify Gasman Direct Ltd of any change to their name, correspondence address, service address, telephone number, mobile number, email address, payment details, Direct Debit details, bank account details or any other information relevant to the administration of the Plan.
- 4.1.3** Gasman Direct Ltd shall be entitled to rely upon the most recent contact and payment details provided by the Customer. Where the Customer fails to notify Gasman Direct Ltd of any change to such details, Gasman Direct Ltd shall not be responsible for any missed communication, missed appointment, missed Annual Service, failed payment, suspension of cover, cancellation of the Plan, loss of service entitlement or any resulting loss, damage, inconvenience, cost or claim.
- 4.1.4** Any reminder, notice, appointment invitation, appointment confirmation, service notification, payment notification or other communication sent by Gasman Direct Ltd using the most recent contact details provided by the Customer shall be deemed properly served whether or not the Customer receives, reads or responds to that communication.
- 4.1.5** Where Gasman Direct Ltd has offered one or more reasonable appointments before the service becomes due, the obligation to offer the Annual Service shall be deemed satisfied whether or not the Customer accepts an offered appointment. The Customer acknowledges that the actual service date may take place after the due date where this results from the Customer's availability, appointment preferences, rescheduling requests or other circumstances outside the reasonable control of Gasman Direct Ltd.
- 4.1.6** Where an Annual Service is carried out after its due date because of the Customer's availability, appointment preferences, failure to respond, failure to provide access, cancellation of appointments or any other act or omission of the Customer, Gasman Direct Ltd shall not be liable for any loss, damage, deterioration, breakdown, increased repair costs, loss of manufacturer warranty, inconvenience, consequential loss or other claim arising from the later service date.
- 4.1.7** Failure by the Customer to respond, arrange access or make themselves available for an appointment shall not constitute a failure by Gasman Direct Ltd to provide the Annual Service.
- 4.1.8** Where access is not provided within 60 days after the Annual Service becomes due, Gasman Direct Ltd may treat that year's service entitlement as forfeited. No refund, credit, rebate, reduction of Plan Fees or compensation shall be payable in respect of a forfeited service entitlement. The Plan shall otherwise continue in force subject to the remaining terms of this Agreement.
- 4.1.9** The forfeiture of an Annual Service entitlement under Clause 4.1.8 shall not constitute a breach of this Agreement by Gasman Direct Ltd and shall not give rise to any claim for compensation, damages, reimbursement, reduction of Plan Fees or other remedy.
- 4.2** The Annual Service will be undertaken to applicable statutory requirements and, where reasonably available and appropriate, the manufacturer's servicing instructions.
- 4.2.1** The precise scope, method and extent of the Annual Service may vary depending upon the make, model, age, condition, accessibility and configuration of the Boiler and heating system together with applicable health and safety requirements, manufacturer recommendations and the professional judgement of Gasman Direct Ltd.
- 4.2.2** Gasman Direct Ltd shall determine the extent of any inspection, testing, dismantling or examination carried out during the Annual Service and shall not be obliged to undertake any procedure that is unnecessary, unsafe, disproportionate or otherwise outside normal servicing requirements.
- 4.3** The Annual Service ordinarily includes a visual inspection; flue and combustion checks; flue-gas analysis where appropriate; examination of accessible internal components and safety devices; checks to electrical connections, fan, ignition probe, main heat exchanger, condensate trap, gas pressure and controls; and cleaning of an accessible system filter where fitted and serviceable.
- 4.3.1** The Annual Service is limited to components that are visible, accessible and capable of being safely inspected without carrying out trace and access works, structural opening-up, specialist access arrangements or other work excluded elsewhere in this Agreement.

4.3.2 The Annual Service is limited to defects, faults, conditions and safety concerns which are reasonably apparent from the inspections, tests and procedures undertaken during the Annual Service. Gasman Direct Ltd shall not be responsible for identifying Latent Defects, intermittent faults, hidden deterioration, concealed leaks, internal blockages or other faults which are not reasonably apparent at the time of the Annual Service and could not reasonably have been identified by a competent engineer carrying out the Annual Service in accordance with Clause 4.2.

4.3.3 Gasman Direct Ltd shall not be responsible for historic installation defects, design defects, commissioning defects, non-compliances, alterations, modifications or workmanship carried out by third parties before the Annual Service where such matters are not reasonably apparent from the inspections and tests undertaken during the Annual Service. Where any such defect, non-compliance or unsafe situation is identified, Gasman Direct Ltd may make recommendations, issue warnings, classify the installation in accordance with applicable industry procedures and, where required by law, take appropriate safety action.

4.3.4 Nothing in this Agreement shall relieve Gasman Direct Ltd of any duty imposed by applicable law or gas safety legislation in respect of defects, faults or unsafe situations identified during the Annual Service.

4.4 The Annual Service does not include power flushing, chemical cleaning, chemical dosing, inhibitor, descaling, draining the whole system, removal of corrosion products, repair of pre-existing faults or work excluded elsewhere in this Agreement.

4.4.1 The Annual Service is a routine maintenance procedure and does not include investigative fault-finding, diagnostic work beyond normal servicing requirements, repair work, replacement parts, remedial work, system upgrades, performance improvements, redesign of the heating system or rectification of defects unless expressly included elsewhere in this Agreement or separately agreed in writing.

4.4.2 The Annual Service does not constitute a representation, warranty or guarantee that the Boiler or heating system will remain free from faults, continue to operate without interruption, remain repairable, remain economically repairable, remain supported by the manufacturer, remain efficient or continue to operate for any particular period following the Annual Service

4.5 The service date may be varied, postponed or rescheduled because of demand, emergency workloads, severe weather, illness, engineer availability, operational requirements, parts availability, health and safety considerations or circumstances beyond the reasonable control of Gasman Direct Ltd.

4.5.1 Subsequent Annual Services may be arranged by reference to the date of the most recent Annual Service rather than the original Start Date.

4.5.2 An Annual Service shall not be regarded as missed, overdue or unperformed solely because it takes place before or after a particular anniversary date.

4.5.3 Where an Annual Service takes place after its due date because of operational requirements, engineer availability, customer availability, rescheduling requests, weather conditions, emergencies or other circumstances reasonably affecting scheduling, Gasman Direct Ltd shall not be liable for any loss, damage, deterioration, breakdown, increased repair costs, loss of manufacturer warranty, inconvenience, consequential loss or other claim arising solely from the later service date.

4.5.4 Nothing in this Clause shall require Gasman Direct Ltd to prioritise an Annual Service ahead of emergency attendance, safety-related work, statutory obligations or other operational requirements which Gasman Direct Ltd reasonably considers to be of greater urgency.

5. Covered repairs, parts and labour

5.1 Subject to this Agreement, we will provide labour reasonably necessary to diagnose and repair a Covered Breakdown affecting a Covered Component.

5.2 Subject to availability and BER provisions, we will supply and fit replacement boiler parts reasonably necessary for a Covered Repair. We may fit a compatible part with equivalent functionality where the identical part is unavailable.

5.2.1 Gasman Direct Ltd shall determine whether a replacement part is suitable, compatible and commercially appropriate for the purposes of the repair.

5.3 Cover extends to reasonable repair or replacement, at the discretion of Gasman Direct Ltd, of accessible radiators, radiator valves, central-heating pipework, accessible gas pipework and header tanks where their failure constitutes a Covered Breakdown.

- 5.4 Where** a replacement heating control is required, fitting labour is included. The supply cost of an upgrade, smart control or control requested for preference rather than repair is excluded unless we agree otherwise in writing.
- 5.5 Gasman Direct Ltd** shall determine the appropriate diagnostic method, repair method and whether a Covered Component is repaired, partially repaired or replaced. The Plan does not require Gasman Direct Ltd to replace a complete Boiler, heating system or Covered Component where a safe, effective and commercially reasonable repair is available.
- 5.6 Parts** removed during a repair become our property unless the Customer asks to retain them and no manufacturer, supplier or environmental disposal requirement prevents this.
- 5.7 Repairs** are limited to maintaining covered equipment in safe working order. Improvements, upgrades, relocation, system redesign, increased capacity and work needed solely to meet later standards or preferences are excluded.
- 5.8 The Plan** does not include any upgrade, enhancement, modernisation, conversion, redesign or improvement to the Boiler, heating system, controls, wiring or any Covered Component, whether requested by the Customer, recommended by a manufacturer or engineer, required because of incompatibility, or proposed at the time of a breakdown or component failure. Our obligation is limited to a covered repair using a suitable conventional replacement part that restores substantially equivalent functionality where such a part is reasonably available. Any additional cost of an upgrade or alteration shall be payable separately by the Customer under an accepted quotation.
- 5.9 Non-conventional**, specialist or proprietary systems and components are excluded unless we expressly accept them in writing. This exclusion includes 12-volt or other non-standard system wiring, proprietary wiring centres, proprietary control systems, proprietary printed circuit boards or system boards, communication modules, gateways, interfaces, controls or components that require manufacturer-specific equipment, software, programming, commissioning, access codes, specialist technical support or proprietary replacement parts.
- 5.10 Gasman Direct Ltd** shall not be required to continue undertaking repeated repairs, investigations, attendances or replacement of components where, in its reasonable opinion:
- (a) *the Boiler or Covered Component has become Beyond Economic Repair;*
 - (b) *the Boiler or Covered Component is Commercially Uneconomical to Repair;*
 - (c) *suitable replacement parts are unavailable;*
 - (d) *further repair work is unlikely to provide a safe, reliable or lasting remedy; or*
 - (e) *continued repair would be disproportionate having regard to the age, condition, repair history, assessed value or anticipated remaining service life of the equipment.*
- 5.11 The inclusion of parts and labour under the Plan** shall not oblige Gasman Direct Ltd to carry out work, supply parts or incur expenditure beyond that which is expressly provided for under this Agreement. Parts and labour are provided only in respect of Covered Breakdowns affecting Covered Components and remain subject to all exclusions, limitations, eligibility requirements, availability of parts, BER provisions and other conditions contained within this Agreement.

6. 24/7 call-outs and emergency attendance

- 6.1 The Customer** may report a suspected Covered Breakdown 24 hours a day, 7 days a week, using the emergency contact details notified by us. The availability of a 24/7 reporting and call-out service does not amount to a guaranteed attendance time or guaranteed completion time.
- 6.2 We** will use reasonable endeavours to assess the report, give appropriate safety instructions and arrange attendance according to urgency, engineer availability, location, weather, road conditions, workload, part availability and circumstances beyond our reasonable control.
- 6.3 Outside Normal Working Hours**, the immediate objective may be to make the situation safe, isolate equipment, stop an accessible leak or provide a temporary repair. Permanent repair may be scheduled during Normal Working Hours or after parts become available.
- 6.4 A 24/7 call-out** is included only where the reported matter is reasonably believed to be a Covered Breakdown. We may charge our prevailing rates where attendance concerns an excluded matter, no covered fault is found, the Customer has failed to follow reasonable instructions, access is unavailable, or the call arises from user error, loss of utilities or third-party interference.
- 6.5 The Customer** must immediately contact the National Gas Emergency Service where gas is suspected to be escaping and must follow any emergency instruction given by us, the network operator, emergency services or another competent authority.
- 6.6 Repeated or excessive requests** that are not attributable to covered mechanical or electrical failure may be treated as non-covered attendances. This does not restrict genuine reports of separate Covered Breakdowns

- 6.7** Gasman Direct Ltd shall not be liable for any loss, damage, deterioration, loss of heating, loss of hot water, inconvenience, alternative accommodation costs, loss of income, consequential loss or other claim arising from any delay in attendance, delay in repair, temporary repair, part availability issue, manufacturer delay or circumstance beyond the reasonable control of Gasman Direct Ltd.
- 6.8** The Customer acknowledges that the availability of a 24-hour, 7-day reporting and call-out service does not guarantee attendance within any specific timescale and does not create an obligation on Gasman Direct Ltd to attend within a fixed response period unless otherwise agreed in writing.
- 6.9** Gasman Direct Ltd may prioritise attendances according to safety risk, vulnerability, weather conditions, engineer availability, operational requirements and the severity of the reported fault. Emergency gas safety matters and situations involving an immediate risk to persons or property may be prioritised ahead of other reported breakdowns.

7. Sludge, scale, corrosion and debris exclusion

- 7.1** The Plan excludes the investigation, cleaning, rectification, repair or replacement of any item where the fault, restriction, loss of performance, noise, damage, deterioration or breakdown arises directly or indirectly from sludge, magnetite, corrosion products, limescale, system debris, dirty or contaminated system water, blocked pipework, blocked heat exchangers, blocked radiators, blocked valves, blocked filters, inadequate water treatment, insufficient corrosion inhibitor or any other water-quality related condition affecting the heating system.
- 7.2** Power flushing, chemical flushing, descaling, chemical dosing, inhibitor addition, water-quality testing, water-quality remediation and removal of corrosion products are not included and may be quoted separately.
- 7.3** Where contamination, sludge, corrosion products, poor water quality, inadequate inhibitor levels or any other water-quality related condition prevents safe or effective diagnosis, servicing or repair, Gasman Direct Ltd may suspend the affected cover until the heating system has been cleaned, treated and protected to its reasonable satisfaction.
- 7.3.1** Any damage, deterioration, fault, restriction, inefficiency, breakdown or subsequent failure attributable wholly or partly to the condition referred to in Clause 7.3 shall remain excluded from cover whether arising before or after remedial cleaning or treatment.
- 7.4** Where Gasman Direct Ltd identifies sludge, contamination, corrosion products, poor water quality, inadequate inhibitor levels or any other water-quality related condition and recommends remedial work, cleaning, flushing, chemical treatment, inhibitor dosing, filter installation, filter maintenance or any other corrective action, such work shall not be included within the Plan and may be quoted separately.
- 7.5** Where the Customer declines, delays or fails to proceed with remedial works recommended under Clause 7.4, Gasman Direct Ltd shall not be liable for any fault, deterioration, blockage, inefficiency, breakdown, damage or subsequent failure arising wholly or partly from the condition identified or the failure to undertake the recommended remedial works.
- 7.6** Gasman Direct Ltd shall be entitled to rely upon visual inspection, service findings, removed components, water samples, diagnostic evidence, manufacturer guidance and the professional judgement of its engineers when determining whether sludge, contamination, corrosion products, limescale, debris or poor water quality has caused or contributed to a fault or breakdown.

8. Leaks, trace and access

- 8.1** Repair of a leak affecting a Covered Component is included only where the precise source of the leak has been identified, is visible or otherwise clearly demonstrated to us, and is readily and safely accessible for repair.
- 8.2** The Plan does not include finding, tracing, locating, investigating or proving the source of a leak. The Customer must identify the source and show us the leak before a repair can be considered under the Plan.
- 8.3** Trace and access operations are expressly excluded, including pressure testing undertaken primarily to locate a leak, thermal imaging, acoustic detection, lifting floor coverings, taking up flooring, opening ceilings, chasing or opening walls, removing boxing, removing fitted furniture, removing kitchen or bathroom units, excavation and any other exploratory or exposure work.
- 8.4** Where pipework, joints, valves, cables, flues or components are concealed in floors, walls, ceilings, voids, ducts, boxing, insulation, external ground or the fabric of the Property, the Customer is responsible for arranging and paying for their accurate location and safe exposure before we attend to repair them.
- 8.5** A loss of system pressure, water staining, dampness, an audible sound, increased water consumption or any similar symptom does not by itself identify a leak location. Attendance to investigate such symptoms may be separately chargeable unless a covered fault is found in an accessible Covered Component.

- 8.6** The existence of a leak, loss of pressure, dampness, staining, water ingress or similar condition shall not of itself create an obligation upon Gasman Direct Ltd to undertake trace and access works, exploratory investigation, exposure works, excavation, dismantling or any other activity excluded by this Agreement.
- 8.7** Any attendance for the purpose of locating, tracing, confirming or investigating the source of a leak, where no Covered Breakdown is identified in an accessible Covered Component, may be treated as non-covered work and charged at Gasman Direct Ltd's prevailing rates.
- 8.8** Gasman Direct Ltd shall not be liable for any damage, deterioration, consequential loss, increased repair costs, water damage, mould, staining or other loss arising from any leak whose location has not been identified, exposed and made accessible to Gasman Direct Ltd.

9. Access and making good

- 9.1** The Customer must provide safe, clear and unobstructed access to the Boiler, controls, pipework and other relevant components. We may decline or stop work where access is unsafe, inadequate or likely to cause disproportionate damage.
- 9.2** The Plan does not include removal or reinstatement of cupboards, boxing-in, pipe casings, decorative enclosures, sanitaryware, appliances, furniture, stored possessions, fitted units, worktops, wall panels, bath panels or any other obstruction preventing access to the Boiler, pipework, controls or other relevant components
- 9.3** The Plan does not include making good. We are not responsible under the Plan for reinstatement, repair, replacement, finishing or redecoration of any part of the Property disturbed, removed, opened, cut, lifted or otherwise affected to obtain access or carry out inspection, diagnosis, maintenance or repair.
- 9.4** Without limitation, excluded making-good work includes plastering, rendering, brickwork, pointing, painting, wallpapering, tiling, grouting, carpentry, joinery, sealing, boxing-in, kitchen or bathroom finishes, external surfaces, floor screeds and decorative finishes.
- 9.5** Carpets, laminate, engineered timber, vinyl, tiles and other floor coverings must be lifted and reinstated by the Customer or a suitable specialist at the Customer's cost. Where we agree to lift an accessible floorboard, we will use reasonable care and ordinarily relay it, but replacement of damaged or unsuitable boards and all floor finishes remains excluded.
- 9.6** We are not liable for pre-existing weakness, deterioration, poor installation, age-related degradation, hidden defects or unavoidable damage arising because an item cannot reasonably be removed, opened or accessed without damage. Nothing in this clause excludes liability which cannot lawfully be excluded, including damage caused directly by our negligence.
- 9.7** Where the Customer declines to provide access, arrange access or expose concealed components, Gasman Direct Ltd shall not be liable for any resulting delay, deterioration, breakdown, increased repair cost, consequential loss or inability to complete the required work.
- 9.8** Any access, exposure, opening-up, dismantling, removal, reinstatement, making-good, redecoration or specialist building work arranged by the Customer shall be undertaken at the Customer's risk and expense. Gasman Direct Ltd shall not be responsible for the quality, suitability or cost of such work.
- 9.9** The Customer acknowledges that certain repairs may require components, pipework or equipment to be made visible and accessible before work can proceed. Gasman Direct Ltd shall not be obliged to commence or continue work until such access has been provided.

10. Beyond Economic Repair and unavailable parts

- 10.1** We may determine that a Boiler or Covered Component is Beyond Economic Repair where, in our reasonable opinion, it cannot be repaired safely or reliably, the primary heat exchanger has failed, essential parts are obsolete or unavailable, repeated failure makes repair impracticable, or the estimated cost of repair, including parts and labour, exceeds the assessed current value of the item calculated in accordance with this clause.
- 10.2** For a Boiler, the assessed current value shall be determined by applying the percentage in the depreciation scale below to the current retail supply price, at the date of assessment, of the nearest reasonably equivalent replacement boiler, excluding installation, system alterations and associated works. Boiler age shall be measured from the documented date of manufacture or installation; where that date cannot reasonably be established, we may estimate age from the serial number, service records, model history and other available evidence. The scale is a valuation guide, and we may also reasonably take account of condition, service history, prior repairs, manufacturer support, anticipated remaining life and the likelihood that a repair will restore reliable operation. Where a manufacturer's warranty may apply, we may, at our discretion, pursue and administer a warranty claim on the Customer's behalf or require the Customer to pursue the claim directly. The Customer must provide any

authority, proof of purchase, installation or commissioning records and other reasonable assistance required for the claim. Any work, parts or benefit supplied under that warranty shall be taken into account before work is considered under the Plan.

Boiler depreciation scale	
Boiler age	Assessed value
Up to 5 years	90%
Over 5 to 6 years	80%
Over 6 to 7 years	70%
Over 7 to 8 years	60%
Over 8 to 9 years	50%
Over 9 to 10 years	40%
Over 10 to 12 years	30%
Over 12 to 15 years	20%
Over 15 years	10%

10.3 Where a manufacturer's warranty has been invalidated, withdrawn or become unavailable because the Boiler has not been serviced or maintained at the intervals or in the manner required by the manufacturer, we may make a reasonable downward adjustment to the assessed current value. Any adjustment shall take account of the servicing and maintenance history, the reason the warranty became unavailable, the Boiler's condition, whether the failure to service or maintain contributed to the relevant breakdown, and the extent to which the loss of warranty increases the cost or reduces the economic viability of repair.

10.4 Where the Boiler is declared Beyond Economic Repair, cover for the Boiler and its integral components shall cease from the date on which we notify the Customer of that determination. Subject to continued payment of the Plan Fee and all other terms of this Agreement, the Plan shall continue to provide the remaining applicable benefits for other eligible Covered Components of the heating system. The Plan Fee shall remain unchanged following a BER determination, and no automatic reduction, refund, credit or rebate shall be due solely because cover for the Boiler and its integral components has ceased. The Plan does not include the supply or installation of a replacement Boiler, replacement heating system or replacement of an item declared BER. We may provide a separate quotation for replacement work, but the Customer is not obliged to accept it.

For the avoidance of doubt, where a Boiler or Covered Component is declared Beyond Economic Repair, Commercially Uneconomical to Repair, obsolete, unsupported by the manufacturer or incapable of being repaired using commercially available parts, Gasman Direct Ltd shall have no obligation to:

- (a) replace the affected equipment;
- (b) contribute towards replacement costs;
- (c) reimburse installation costs;
- (d) provide cash compensation;
- (e) refund any Plan Fees previously paid; or
- (f) reduce the Plan Fee in respect of services already provided before the determination.

The Customer acknowledges that Plan Fees are paid in consideration of the availability of services, inspections, maintenance, attendance, support and repair benefits during the period of cover and are not paid solely in consideration of any individual repair or replacement.

10.5 We are not responsible for manufacturer or supplier discontinuance, shortages, delivery delay, excessive lead times or inability to source a safe and suitable compatible part. Cover for the affected item may cease where repair is impossible, commercially unreasonable or impracticable because required parts are unavailable.

10.6 Any previous inspection, temporary repair, replacement part or successful repair shall not prevent us from subsequently determining that the Boiler or a Covered Component is Beyond Economic Repair. Each breakdown shall be assessed according to the equipment's condition, estimated repair cost, availability of suitable parts, repair history and likely reliability at the time of the relevant breakdown.

10.7 We will notify the Customer in writing of any determination that a Boiler or Covered Component is Beyond Economic Repair. The notice will identify the affected item, state the principal reason for the determination, provide the estimated repair cost and assessed current value where the determination is based on cost, specify the date on which cover for the affected item

ceases, and confirm the continuing cover and unchanged Plan Fee applicable to the remaining eligible Covered Components. Any separate quotation for replacement work may accompany or follow that notice and shall not form part of the Plan.

- 10.8** Where the Customer replaces a Boiler that has been declared Beyond Economic Repair, the replacement Boiler shall not be covered automatically under the Plan. The Customer must notify us promptly and provide such installation, commissioning and equipment information as we may reasonably require. We may inspect the replacement Boiler and heating system and assess whether they satisfy our eligibility and acceptance requirements. Cover for the replacement Boiler shall commence only when we confirm its acceptance in writing, and we may, acting reasonably, amend the Plan Schedule, Plan Fee, scope of cover or other applicable terms. Until written acceptance is given, the replacement Boiler and its integral components shall remain outside the Plan, although cover for any other eligible Covered Components shall continue subject to this Agreement.
- 10.9** Acceptance of a Boiler onto the Plan, whether following inspection, service, repair, payment of Plan Fees or otherwise, shall not constitute a representation, warranty or guarantee by Gasman Direct Ltd regarding the Boiler's condition, reliability, future repairability, remaining service life, future parts availability or suitability for continued operation.

11. General exclusions

11.1 In addition to the exclusions contained elsewhere in this Agreement, the Plan does not cover:

- (a) accidental damage, malicious damage, misuse, neglect, frost, fire, flood, storm, lightning, explosion, subsidence, structural movement, infestation, contamination or other external causes;*
- (b) failure or interruption of gas, electricity, water, drainage, broadband or communications supplied by another person;*
- (c) defective design, installation, commissioning, specification, sizing or workmanship not undertaken by us; manufacturer recall; inherent defect; Latent Defect; or work required because equipment does not comply with law, regulations, standards or manufacturer requirements;*
- (d) work affected by asbestos or another hazardous material until the hazard has been professionally assessed and made safe;*
- (e) faults caused or worsened by anyone other than us or our authorised subcontractor, including unauthorised alteration, repair, isolation or adjustment;*
- (f) warm-air heating, underfloor heating, ground or air source heat pumps, solar thermal systems, thermal stores, unvented cylinders, hot-water cylinders, macerators, waste disposals, water-softening equipment, gas fires, cookers or appliances other than the Boiler;*
- (g) domestic hot- and cold-water services, hot-water storage cylinders, unvented cylinders, thermal stores, sanitaryware, showers, taps, mixers, wastes, drains, external water supplies, incoming mains water, cold-water pipework and any plumbing installation not expressly identified as a Covered Component;*
- (h) flues, chimneys or terminals requiring specialist access, scaffolding, roof work, lifting equipment or work to the fabric of the Property;*
- (i) routine user tasks such as setting controls, bleeding radiators, repressurising the system, relighting a pilot, replacing batteries or resetting equipment unless undertaken incidentally during a covered visit;*
- (j) noise, cosmetic deterioration, minor seepage or inconvenience where no covered operational fault is present; and*
- (k) consequential damage or loss resulting from a leak, breakdown or excluded cause, subject to Clause 18.*

11.2 Where Gasman Direct Ltd reasonably determines that a fault, breakdown, damage or condition has been caused or contributed to by an excluded matter, the associated investigation, attendance, labour, materials, repair, replacement and related costs shall also be excluded from cover.

11.3 The existence of cover for a Boiler, Covered Component or heating system does not create an obligation upon Gasman Direct Ltd to repair, replace or attend where the relevant fault, breakdown, damage or condition falls within an exclusion contained in this Agreement.

12. Customer obligations

12.1 The Customer must pay Plan Fees when due, provide accurate information, maintain the Property and equipment with reasonable care, comply with operating instructions and take reasonable steps to prevent avoidable damage or loss.

12.2 The Customer must report faults promptly, stop using unsafe equipment, follow safety advice and not arrange third-party work on a reported fault without giving us a reasonable opportunity to assess it, except where immediate action is reasonably necessary to protect life or property.

12.2.1 Gasman Direct Ltd shall not be responsible for any fault, damage, deterioration, increased repair cost or consequential loss arising from unauthorised work, repair, alteration, adjustment, interference or investigation carried out by any person other than Gasman Direct Ltd or its authorised subcontractors.

12.3 The Customer must provide safe access at an agreed time, secure pets, disclose known hazards and ensure an adult aged 18 or over is present unless alternative arrangements are agreed.

- 12.4** The Customer must tell us promptly if the Boiler is replaced, the Property is sold or becomes unoccupied, the Property use changes, material alterations are made to the system, or contact or payment details change.
- 12.5** Where a Customer misses an appointment or access is refused, obstructed or unsafe, we may charge a missed-visit fee and reschedule the work.
- 12.6** The Customer shall take reasonable steps to minimise loss and prevent further damage following a fault, leak, breakdown or unsafe condition, including following any safety advice, isolation instructions or emergency guidance provided by Gasman Direct Ltd or any competent authority.

13. Plan Fees and payment

- 13.1** The Customer must pay the Plan Fee by Direct Debit or another method accepted by us. Fees are payable whether or not the Customer requests a repair during a particular month.
- 13.2** If payment is missed, reversed, cancelled, rejected or otherwise not successfully collected, we may suspend services, cover and benefits under the Plan after giving notice. The Customer remains liable for all sums falling due during the Initial Term and for any reasonable costs incurred in recovering overdue amounts, to the extent permitted by law.
- 13.2.1** Gasman Direct Ltd shall not be responsible for any loss of cover, missed service entitlement, delay in attendance, cancellation of appointments, suspension of benefits or any resulting loss, damage, inconvenience or claim arising from a failed, cancelled or invalid payment arrangement.
- 13.2.2** Where cover is suspended because of non-payment, Gasman Direct Ltd shall not be obliged to provide services, attendances, repairs or benefits until all overdue amounts have been paid and cover has been reinstated.
- 13.3** We may change the Plan Fee or scope after the Initial Term by giving at least 30 days' written notice. If the Customer does not accept the change, the Customer may cancel before it takes effect without a cancellation charge.
- 13.4** A quotation will be provided, where reasonably practicable, for non-covered work. No obligation to proceed arises until the Customer accepts the quotation and any required deposit is paid. Quotations remain valid only for the period stated within the quotation or, where no period is stated, for a reasonable period determined by Gasman Direct Ltd.
- 13.5** Plan Fees are paid in consideration of the availability of services, inspections, maintenance, support, administration, attendance, repair benefits and other rights provided under the Plan and are not paid solely in consideration of any individual service, repair, attendance or replacement part.
- 13.6** No refund, rebate, reduction of Plan Fees or compensation shall become due solely because the Customer does not request a service visit, does not experience a breakdown, does not utilise the available benefits of the Plan or elects not to proceed with a service, repair or attendance offered under the Plan.

14. Initial term, rolling continuation and cancellation

- 14.1** The Plan has a minimum Initial Term of twelve months from the Start Date. Except for statutory cancellation rights or rights expressly stated in this Agreement, the Customer may not end the Plan during the Initial Term without paying the Early Termination Amount described in clause 14.4.
- 14.2** At the end of the Initial Term, the Plan will not renew for a further fixed term. It will continue automatically as a rolling monthly contract on the then-current terms and Plan Fee until terminated by either party under this clause.
- 14.3** After the Initial Term, the Customer may cancel by giving at least 30 days' written notice by email or post. Fees remain payable during the notice period and cover continues until the termination date.
- 14.4** If the Customer cancels during the Initial Term outside any statutory cooling-off period, we may require payment of the lower of: (a) the unpaid Plan Fees for the remainder of the Initial Term; or (b) the reasonable value at our prevailing rates of services, labour and parts already supplied, less Plan Fees received. This clause is intended to compensate for actual contractual loss and not to impose a penalty. For the avoidance of doubt, the Early Termination Amount may take account of any services, inspections, attendances, labour, replacement parts or other benefits supplied under the Plan prior to cancellation, whether supplied during the Initial Term or following a Covered Breakdown.
- 14.5** We may terminate on 30 days' written notice after the Initial Term. We may terminate or suspend earlier for material non-payment, deliberate or material misinformation, ineligible equipment, refusal of essential safety work, commercial impossibility, abusive or threatening conduct, repeated misuse of the 24/7 service, or a serious breach not remedied within a reasonable period after notice.

- 14.6** Sale of the Property ends the Plan on completion unless we agree a transfer in writing. Fees already paid are not refundable merely because the Property is sold or the Customer no longer requires the Plan.
- 14.7** Termination does not affect rights and liabilities accrued before the termination date. No service or repair may be requested after cover ends.

15. Cooling-off rights

- 15.1** Where the Plan is entered into at a distance or away from our business premises and statutory cancellation rights apply, the Customer may cancel within 14 days beginning on the day after the contract is made, without giving a reason.
- 15.2** To cancel, the Customer must send a clear statement by email or post. The model cancellation form at the end of this Agreement may be used but is not compulsory.
- 15.3** If the Customer expressly asks us to begin services during the cancellation period, the Customer must pay a proportionate amount for services supplied before cancellation. If the service has been fully performed following the Customer's express request and acknowledgement, the statutory right to cancel may cease where the law permits.
- 15.3.1** For the purposes of Clause 15.3, services may include inspections, surveys, servicing, fault diagnosis, attendance, labour, administration, parts procurement, repair work, emergency attendance and any other work carried out at the Customer's request before cancellation.
- 15.4** Where the Customer exercises a statutory cancellation right after requesting services to commence during the cancellation period, Gasman Direct Ltd shall be entitled to recover the reasonable value of any services, labour, materials, parts, attendances, inspections or other benefits supplied before cancellation, to the extent permitted by law.
- 15.5** Cancellation under this Clause shall not affect any right of Gasman Direct Ltd to recover sums properly due for services supplied before cancellation or any other rights which by their nature are intended to survive termination of the Agreement.

16. Carrying out work

- 16.1** We will exercise reasonable care and skill. Dates and attendance windows are estimates unless expressly agreed otherwise in writing, and time is not of the essence.
- 16.2** We may use suitably qualified employees or subcontractors. Gas work will be undertaken by an appropriately registered engineer where registration is required.
- 16.3** We may stop work immediately on discovering an unsafe condition, asbestos, infestation, structural risk, aggressive behaviour or another material health and safety concern. Work will resume only when we are reasonably satisfied that it is safe and appropriate to do so.
- 16.4** Where equipment is unsafe, we may recommend isolation or disconnection and will act in accordance with applicable safety duties. Refusal of necessary safety action may result in suspension or termination of cover.
- 16.5** Additional work not included in the Plan will be governed by the accepted quotation and any supplementary terms supplied with it. Such work shall be treated as separate chargeable work and shall not form part of the benefits provided under the Plan unless expressly stated otherwise in writing.
- 16.6** Gasman Direct Ltd shall determine the appropriate method of diagnosis, testing, inspection, servicing, maintenance and repair having regard to the circumstances, applicable safety requirements, manufacturer guidance and the professional judgement of its engineers.
- 16.7** Gasman Direct Ltd shall not be required to carry out any work which, in its reasonable opinion, would be unsafe, unlawful, technically inappropriate, commercially uneconomical or inconsistent with applicable industry standards, manufacturer instructions or gas safety requirements.

17. Changes to equipment and Property

- 17.1** The Plan is specific to the Boiler and Property shown in the Plan Schedule. The Customer must obtain our written acceptance before expecting cover to continue following replacement, relocation or material alteration of the Boiler or heating system.
- 17.2** If the new equipment meets our eligibility criteria, we may amend the Plan Fee, conditions or recorded equipment. If it does not, we may terminate the Plan in accordance with clause 14.
- 17.3** Cover may be suspended while the Property is unoccupied for four consecutive weeks or more if reasonable frost and security precautions are not maintained. Damage, deterioration, leakage, freezing, breakdown or any other loss occurring during such unprotected vacancy shall be excluded from cover.

17.4 The Customer must notify Gasman Direct Ltd promptly of any replacement, removal, relocation or material alteration of the Boiler, heating system, controls, flue, gas pipework or other Covered Component. Gasman Direct Ltd shall not be liable for any fault, breakdown, damage or claim arising from equipment or alterations not disclosed to Gasman Direct Ltd.

17.5 Any replacement Boiler, heating system component or alteration accepted by Gasman Direct Ltd shall remain subject to the eligibility requirements, exclusions, limitations and other terms of this Agreement. Acceptance shall not constitute a representation, warranty or guarantee regarding the condition, reliability, future reparability or remaining service life of the equipment.

18. Liability

18.1 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of statutory rights which cannot lawfully be restricted, or any other liability which the law does not permit us to exclude or limit.

18.2 Subject to clause 18.1, we are not liable under the Plan for indirect or consequential loss; loss of profit, income, business, rent, opportunity or use; alternative accommodation; or damage caused by the underlying breakdown, leak, sludge, debris, corrosion, scale or another excluded cause.

18.3 Subject to clause 18.1, we are not liable for the cost of trace and access, exposure, reinstatement, redecoration or making good except to the extent that the need for such work was directly caused by our negligence rather than by the location or condition of the covered equipment.

18.4 The Customer must take reasonable steps to mitigate loss, including isolating water or gas where safe, following emergency instructions and protecting the Property from further damage.

18.5 Any contractual limitation shall apply only to the extent permitted by applicable law and shall not prejudice the Customer's statutory rights.

18.6 Subject to Clause 18.1, Gasman Direct Ltd shall not be liable for any loss, damage, deterioration, breakdown, increased repair cost, loss of efficiency, loss of manufacturer warranty, inconvenience, loss of heating, loss of hot water or other consequence arising from:

(a) a Latent Defect;

(b) a pre-existing fault or condition;

(c) a defect, fault or non-compliance not reasonably apparent during a service, inspection or attendance;

(d) an installation defect, design defect, commissioning defect or workmanship issue not undertaken by Gasman Direct Ltd; or

(e) any matter otherwise excluded under this Agreement.

18.7 Subject to Clause 18.1, Gasman Direct Ltd shall not be liable for any delay in attendance, delay in repair, temporary repair, part availability issue, manufacturer delay, scheduling issue or circumstance beyond its reasonable control.

19. Events beyond reasonable control

19.1 We are not responsible for delay or failure caused by events beyond our reasonable control, including severe weather, flood, fire, epidemic, industrial dispute, road closure, utility failure, shortage of labour or parts, supplier failure, government action, failure of communications systems, fuel shortages, transport disruption, public health emergencies or other events beyond our reasonable control.

19.2 We will use reasonable endeavours to reduce the effect of such an event and resume performance when reasonably practicable. If performance becomes impossible for a prolonged period, either party may discuss termination or an appropriate adjustment.

19.3 During the continuation of an event referred to in Clause 19.1, Gasman Direct Ltd may suspend, postpone, reschedule or reprioritise services, attendances, inspections, repairs, Annual Services and other obligations under the Plan to the extent reasonably necessary.

19.4 Gasman Direct Ltd shall not be liable for any loss, damage, deterioration, delay, increased repair cost, loss of heating, loss of hot water, inconvenience, consequential loss or other claim arising directly or indirectly from an event referred to in Clause 19.1.

20. Complaints

- 20.1** Complaints should be sent to Gasman Direct Ltd using the telephone number, email or postal address shown in this Agreement. Please provide the Plan reference, Service Address, relevant dates and a clear description of the issue together with any supporting information reasonably available to the Customer.
- 20.2** We will investigate and respond within a reasonable period, taking account of the nature and complexity of the complaint. Nothing in this procedure affects statutory rights or the right to seek independent advice.
- 20.3** Gasman Direct Ltd may request reasonable information, photographs, documents, access arrangements or other evidence necessary to investigate a complaint. The Customer shall cooperate reasonably with any investigation.
- 20.4** No admission of liability shall arise solely because Gasman Direct Ltd investigates a complaint, requests information, attends the Property, carries out an inspection or enters into discussions regarding a complaint.

21. Data protection

- 21.1** We may collect and use the Customer's identity and contact details, Service Address, payment details, Plan and quotation records, equipment information, engineer notes, communications and details of visits, faults and work.
- 21.2** We use this information to administer the Plan, take payment, arrange and deliver services, maintain records, improve operations, prevent fraud, comply with legal duties and communicate about relevant products or services where permitted.
- 21.3** Information may be shared with payment providers, software and hosting providers, professional advisers, engineers and authorised subcontractors to the extent reasonably necessary. Such parties must process information in accordance with applicable data-protection requirements.
- 21.4** The Customer may request access to personal information, correction of inaccurate information and exercise other rights available under applicable data-protection law by contacting us.

22. General legal provisions

- 22.1** This Agreement contains the entire agreement concerning the Plan and replaces prior statements or understandings about its subject matter. It does not exclude liability for fraud or fraudulent misrepresentation.
- 22.2** A variation is effective only if recorded in writing by us, except for a notified change made under clause 13.3.
- 22.3** If a provision is found invalid or unenforceable, it will be treated as modified to the minimum extent necessary, and the remaining provisions will continue in force.
- 22.4** A delay in enforcing a right is not a waiver. Rights and remedies are cumulative.
- 22.5** The Customer may not assign the Agreement without our written consent. We may assign or subcontract our rights or obligations provided this does not reduce the Customer's statutory rights.
- 22.6** A person who is not a party to this Agreement has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.
- 22.7** Notices may be delivered by hand, prepaid post or email to the latest contact details notified by the recipient. Cancellation notices should clearly state the Customer's name, Service Address and Plan reference.
- 22.8** The Agreement is governed by the law of England and Wales. The courts of England and Wales shall have jurisdiction, without restricting any mandatory consumer right to bring proceedings elsewhere in the United Kingdom.

23. Customer declarations

- 23.1** The Customer confirms that, to the best of their knowledge, the information in the Plan Schedule is complete and accurate, the Boiler and system are in reasonable working order, and no known fault or leak has been withheld.
- 23.2** The Customer acknowledges the Initial Term, rolling monthly continuation, payment obligations and the principal exclusions concerning pre-existing faults, sludge and debris, leak finding, trace and access, making good, upgrades and improvements, non-conventional or proprietary systems and components, BER, unavailable parts, latent defects and matters not reasonably apparent during servicing, inspection or attendance.
- 23.3** The Customer confirms that they have had an opportunity to read this Agreement before accepting the Plan, to ask questions about any term requiring explanation and to obtain independent advice if they considered it necessary.

23.4 The Customer acknowledges that the Plan is a service and maintenance agreement and not a contract of insurance, warranty or guarantee and that the benefits available under the Plan remain subject to all eligibility requirements, exclusions, limitations and conditions contained within this Agreement.

23.5 The Customer acknowledges that acceptance of a Boiler onto the Plan does not constitute a representation, warranty or guarantee by Gasman Direct Ltd regarding the Boiler's condition, reliability, future repairability, remaining service life, future parts availability or suitability for continued operation.

ACCEPTANCE

Customer name	Plan reference
Customer signature	Date
For Gasman Direct Ltd	Date
Service Address	
Emergency contact number	01243 933955
Customer service email	accounts@gasmandirect.com

24. Model cancellation form

Complete and return this form only if you wish to cancel the Agreement. You may instead send any other clear written statement of cancellation.

To: Gasman Direct Ltd, 25 Frith Road, Bognor Regis, PO21 5LJ / accounts@gasmandirect.com

I/We give notice that I/We cancel the Complete Heating Service Plan.

Customer name(s): _____

Service Address: _____

Plan reference: _____

Agreement date / Start Date: _____

Signature (only if submitted on paper): _____

Date: _____