

Care Plan Terms & Conditions

1. Application

These Conditions form the basis of the contract between Gas Services Tamworth Ltd ('us', 'we', 'our') and you, the Consumer ('you'). Only the terms detailed herein shall apply; no other terms and conditions will be valid.

2. Information Provided

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations"), we must give you certain information. Please read these terms thoroughly, as they explain who we are, how we provide the services, how changes or termination can occur, and what to do if problems arise.

3. Interpretation of Key Terms

Add on plan: Additional maintenance plan for your Gas Fire, Plumbing System, and/or Home Electrics that can be added to your Boiler and System Care Plan (Option 2) at any time during the term.

Approved Engineer: A qualified individual authorised and instructed by us to perform the Services.

Business Day: Any weekday other than Saturday, Sunday or bank holidays in England where banks in London are open.

Business: Any trade, profession, or business activity conducted by you or any other party.

Boiler: Your domestic (up to 70kW) condensing gas central heating boiler, under 20 years old and doesn't need to be removed from the wall to be repaired.

Gas Heating Care Plan: The care plan covering the maintenance of your Boiler - Service Only (Option 1) or both your Boiler and Heating System (Option 2), as chosen by you.

Consumer: An individual customer as defined by the Consumer Rights Act 2015, receiving Services for personal use, not for any business purpose.

Care Plan(s): Collectively refers to the Gas Heating Care Plan and any additional Add-on plan requested or added during the Term. Maintenance and Service Plan only.

Charges: The fees payable by you for Services, as set out in the Contract Particulars or as revised for Add-on plan.

Contract Particulars: Details confirming your information and the Care Plans you have selected.

Commencement Date: Defined in clause 1; the date the contract is signed by you or when the Serviced Equipment passes suitability checks, whichever is later.

Conditions: These terms and conditions.

Contract: The agreement for Services between you and us, as per the Contract Particulars, these Conditions, and relevant Schedules.

Exclusions: Circumstances not covered by any Care Plan.

Gas Fire: Your domestic gas fire.

Heating System: Appliances and conduits of your central heating system, excluding the Boiler.

Property: The location where Services will be performed.

Plumbing System: Specific appliances and conduits inside your property, including water pipes, tanks, cylinders, heaters, overflow pipes, shower feeds, standard tap and cistern valves, and feed pipes.

Regulations: The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

Repair Service: Repairs to Serviced Equipment following a reported fault.

Services: The collective services listed in the Schedule, provided as per your selected Care Plan.

Serviced Equipment: The equipment covered under your chosen Care Plan.

Schedule: Details of services to be provided, depending on your selected Care Plan.

Substantial Works: Works requiring over two hours' labour to access your Plumbing System.

Visit: An engineer's visit to your property following a service request.

Interpretation Clause: Headings are for convenience and do not affect meaning. Singular and plural forms are interchangeable.

4. Commencement and Term

The Contract starts either on the date you sign it or when your Serviced Equipment is approved for suitability, whichever is later (“Commencement Date”). Subject to clause 9.2, the Contract shall last at least one year from the Commencement Date (“Initial Term”). After the Initial Term, the Contract continues until either party gives four weeks’ written notice of termination (“Term”).

You may request additional Add-on plans during the Term. We will try to accommodate your request, though this depends on resource availability and the suitability of the relevant equipment. If agreed, the Add-on plan is incorporated under the original Contract’s terms (except Term and Charges), and the Contract’s Initial Term is extended by the number of months between the Commencement Date and the date the Add-on plan is supplied (up to a maximum of 12 months).

5. Charges and Payment

You can choose to pay monthly or annually (Annual payment not available for Service Only - Option 1). For monthly payments, fees are collected by direct debit on either 15th or 28th each month. The plan is provided if payments are successfully collected; failure to pay may result in declined claims at our discretion.

All payments must be made in full, without set-off, counterclaim, deduction or withholding, except for tax deductions as required by law.

We may increase our Charges annually, providing at least 14 days’ written notice before any increase takes effect.

6. Services Maintained

This agreement is for the supply of specific services and is not a contract of insurance or guarantee. The Schedule details the services included, based on the Care Plan(s) you choose.

Coverage applies only to Serviced Equipment at your Property. If you move, you must inform us. We may, at our discretion, transfer the Contract to your new Property, subject to inspection. In the case of your plan ceasing due to a property move both your and our obligations under any Plan will cease and you will not be entitled to a refund of any of the Fees you have already paid.

7. Exclusions

Certain exclusions may limit your Care Plan. Please review each Care Plan's Schedule carefully to ensure it meets your needs.

8. Provision of Services

We perform Services during normal working hours (8am–5pm, Monday to Friday), unless otherwise agreed.

Services are carried out with reasonable care and skill and in compliance with applicable codes and regulations.

Repair services are completed as promptly as possible by Approved Engineers with suitable qualifications and experience. We are not liable for delays caused by factors beyond our control, your failure to meet obligations, or dependencies on third-party works.

If additional work is needed to meet regulatory standards during a Repair Service or inspection, we will inform you. Such work (e.g., power flushes, cleaning flues, full drain-downs, electrical improvements) is not included in your Care Plan and is chargeable at prevailing rates. Failure to carry out recommended additional work may affect Service availability until compliance is achieved.

9. Your Obligations

You must allow us reasonable access to your property at agreed times for service delivery.

You must promptly notify us of any issues affecting Services to enable a timely investigation and remedy.

Provision of incomplete or incorrect information, or denial of access, may result in contract termination or additional charges. We are not responsible for delays resulting from your failure to provide information or access.

We are not required to provide Services where harmful contaminants are present or at risk. You are solely responsible for investigating and addressing such substances, including commissioning professional third-party advice.

10. General Exclusions

Services not included within the plan:

- Repairs needed due to design faults in Serviced Equipment.
- Improvements required to meet current standards.
- Damage caused while accessing Serviced Equipment (e.g., lifting carpets, making holes).
- Claims from defective installation or improper servicing.
- Accidental or negligent damage.
- Routine maintenance of Serviced Equipment.

We aim to avoid unnecessary damage during work but may need to lift carpets/flooring or make access holes. We are not responsible for repairing surfaces or redecorating. No warranty is given that equipment can be repaired or that parts are available. If repairs or parts are unavailable, we have no further liability unless expressly stated in the Contract.

11. Sub-Contracting

We may sub-contract any or all Services, ensuring subcontractors have appropriate skills. Additional charges from sub-contracting will not be passed to you.

12. Termination

Your Right to Cancel

If the Contract is not made at our premises, you have cancellation rights under the Regulations, in addition to other statutory and contractual rights. You may cancel any Services within 14 days of the Commencement Date. If you request and receive Services before the end of this period, you cannot cancel those Services and must pay for them.

Cancellation must be confirmed in writing. If payment has already been made, we will refund it within 14 days of receiving your cancellation, deducting charges for services already provided (including parts, labour, and equipment). You are not liable for cancellation beyond these charges.

You may cancel your Maintenance Plan at any time after the first 14 days of the commencement date. All cancellations must be made in writing, either by email to info@gstgas.co.uk or by post to:

Gas Services Tamworth Ltd
Unit 1 Sterling Park
Claymore, Wilnecote
Tamworth
Staffordshire
B77 5DQ

If the Maintenance Plan is cancelled within 12 months of its commencement and replacement parts have been supplied and fitted under the plan, Gas Services Tamworth Ltd reserves the right to require payment for the cost of those parts or £100, whichever is greater. Payment must be made within 30 days of receiving notification of the amount due.

Our Right to Terminate

We may immediately terminate Services and the Contract if you seriously breach your obligations, fail to carry out recommended additional services, or do not pay Charges despite seven days' prior notice.

If terminated by notice (clause 1), Charges are payable up to the termination date. If terminated under clause 9.2, we may claim the full cost of Services provided or the Charges payable to the end of the Initial Term, whichever is higher.

13. Liability and Consumer Rights

If a fault or defect arises in the Services, we may remedy it by re-supplying the Service. If you do not notify us of any defect within 30 days of completion, you are deemed to have accepted the Service.

We are responsible for direct, foreseeable loss or damage resulting from our breach or negligence. We are not responsible for indirect or unforeseeable losses.

Services are provided for personal use only. No warranty is given for suitability for commercial or business purposes, and we are not liable for loss of profit, business interruption, or business opportunities.

Nothing excludes or limits our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

If you are a Consumer under the Consumer Rights Act 2015 or other consumer legislation, your statutory rights are unaffected by these Conditions. For further details, contact your local Citizens Advice Bureau or Trading Standards Office.

14. Data Protection

We only share your personal information when necessary for Service completion, which may include providing Approved Engineers or subcontractors with your details and relevant repairs. Your data is used to manage your Contract, ensure your health and safety, or meet regulatory/legal requirements.

15. How to Contact us

To book a service or maintenance visit, telephone our Customer Services on 01827 893200. We will appoint an Approved Engineer to visit your property.

We retain reasonable discretion over when and how Services are provided.

16. Force Majeure

Neither party is liable to the other for delays or failures in fulfilling obligations where such delays arise from causes beyond reasonable control (“Force Majeure”). Such delays are not considered breaches of these Conditions.

17. Communications

All notices or communications under these Conditions must be in writing.

18. Waiver

Failure or delay by either party to exercise rights under these Conditions does not constitute a waiver of those rights. Waiver of a breach does not imply waiver of subsequent breaches.

19. Severance

If any part of these Conditions is found invalid or unenforceable by a competent authority, the validity of the remaining provisions remains unaffected.

20. Law and Jurisdiction

These Conditions and the relationship between you and us are governed by English Law. Any disputes will be subject to the courts of England, Wales, Scotland, or Northern Ireland, depending on your residency.

21. Company Information

Gas Services Tamworth Ltd

Unit 1 Sterling Park Claymore, Tame Valley Industrial Estate,

Wilnecote, Tamworth, Staffordshire, B77 5DQ

Schedule – Care Plans

Gas Heating Care Plan

Option 1 (Service Only):

Annual service of your Boiler only.

Annual Service

Each year, we will provide one service and operational check, arranged based on when your Boiler was last serviced. If it was serviced within the last 12 months, your first service will be approximately a year after the last service. If not, we will service your Boiler within three months of starting your cover. Subsequent services will occur annually around the same time. Appointments take place between 8am and 5pm, Monday to Friday (excluding bank holidays), subject to engineer availability.

Option 2 (Boiler and Heating System):

Includes Option 1 plus parts and labour for repairs to your Heating System by an Approved Engineer.

Exclusions

The following are not covered:

Any accidental damage, deliberate damage, or damage caused by third parties, including but not limited to actions, negligence, or interference by the customer or any other person.

- Any faults, defects, or issues that existed prior to the commencement of cover, including pre-existing installation faults or non-compliant installations.
- Damage or loss arising from insured perils or external events, including but not limited to weather conditions, fire, flood, subsidence, or other force majeure events.
- Rectification of blockages caused by sludge, scale, or debris within the system. Replacement of parts where-by failure has been caused by sludge, scale or debris within the system. (A power flush may be provided at an additional cost, subject to agreement.)
- Adjustment, configuration, or reprogramming of heating controls, thermostats, or timers.
- Works requiring access to areas deemed unsafe, hazardous, or not reasonably accessible under applicable health and safety requirements.
- Making good, reinstatement, or cosmetic repairs to walls, floors, ceilings, fixtures, or finishes where access has been required, except where damage has arisen solely due to our proven negligence.
- Any consequential, indirect, or secondary loss, including loss or damage arising from defects or faults that occurred prior to our attendance or attempted repair.
- System alterations, enhancements, modifications, improvements, or upgrades, whether advised or requested.

- Replacement of any central heating boiler, including supply, installation, flue works, system conversions, or associated pipework.
- Replacement of curved or designer radiators, designer towel rails, or other bespoke heating emitters. (Standard radiators may be replaced or installed where supplied by the customer; additional pipework is excluded.)
- Replacement of internet-enabled, smart, or Wi-Fi-controlled thermostats or radiator valves. (Standard programmable thermostats and radiator valves may be supplied and fitted where applicable.)
- Replacement of batteries within room thermostats or other battery-operated control devices.
- Re-pressurisation of the central heating boiler or system except where this forms part of another authorised repair or service.

Plumbing Care Plan (Add-On)

If you add the Plumbing Care Plan, we will assist with sudden and unexpected water leaks or breakdowns in your Plumbing System, provided Charges are paid, by arranging an Approved Engineer to repair the fault.

Exclusions

The following are not covered:

- Any external drainage systems or sewers located outside the boundary of the dwelling.
- Damage resulting from accidental incidents or actions carried out by you, a third party, or any other external cause.
- Defects arising from installation faults.
- Internal waste or soil pipework, grey water systems, and any blockages in the internal waste or drainage system.
- Taps, mixer taps, or taps containing ceramic or plastic components. Internal valves and washers for standard taps are included; however, the repair or replacement of taps themselves is excluded.
- Flush pipes, flush valves, toilet syphons, and any repairs or replacements associated with toilet flushing mechanisms.
- Sink, basin, and bath wastes, including repairs, replacements, or blockages related to these components.
- Mechanical or non-standard plumbing installations, including but not limited to: stopcocks, water softening systems, shower pumps, swimming pool plumbing, rainwater pipes, macerators, and any lead or steel pipework.
- Plumbing that is inaccessible and would require significant remedial works to gain access, unless you agree to arrange and/or pay for such works.
- Any pre-existing faults or issues present before the commencement date of the plan.
- Accidental or third-party damage of any kind.
- Damage or loss arising from risks already covered under existing insurance policies.
- Repairs or services required in conditions deemed hazardous or unsafe.
- The reinstatement or making good of any damage caused during access to equipment, except where such damage directly results from negligence by the attending engineer.
- Any consequential loss, damage, or liability arising from leaks, defects, or faults occurring prior to the completion of repairs.
- System upgrades, improvements, enhancements, or any decorative or cosmetic repairs.

Gas Fire Care Plan (Add-On)

Options available:

Service Only: Annual service of your Gas Fire.

Annual Service

An annual service is provided each year, scheduled according to the last service date. If serviced within the last 12 months, the first service will be about a year after the last service; otherwise, within three months of plan commencement. Subsequent services occur annually, subject to workload. You must be reasonably flexible with appointment times for access.

Exclusions

The following are not covered:

- Damage or faults affecting operation or safety.
- Replacement Parts and Labour
- Existing faults prior to plan commencement.
- Accidental or third-party damage.
- Damage from insured risks.
- Repairs in hazardous conditions.
- Making good damage caused while accessing apparatus, unless due to engineer negligence.
- Consequential loss caused by faults prior to repair.
- System improvements or upgrades.

Home Electrics Care Plan (Add-On)

If you add this plan, we will assist with sudden unexpected faults in the main electrical system/wiring, including repairs to:

- Fuse box
- Standard light fittings/downlights, switches, pull cord switches (excluding cord)
- Standard electrical sockets and isolation switches
- Immersion heater switch
- Doorbells and smoke alarms connected to wiring
- Standard outside lighting fixed to the property and less than ten metres above ground
- Ceiling roses

On notification of a fault, an Approved Engineer will be arranged for repair.

Exclusions

The following are not covered:

- Electrical appliances, burglar alarms, camera systems, internet connected equipment.
- Installation Faults
- Showers, shower pumps, extractor hoods, heaters, underfloor heating, controls, pumps, detectors, timers, programmers, solar panels/inverters
- Decorative/non-standard downlights.
- Electricity supply cable up to fuse box or isolation switch
- Power cable to outbuildings, outdoor fittings/appliances, outbuilding electrics
- Rubber or lead covered cables
- Complete system rewires
- Outside lighting not fixed to the Property
- Existing faults prior to plan commencement
- Accidental or third-party damage
- Damage from insured risks
- Repairs in hazardous conditions
- Making good damage caused while accessing apparatus, unless due to engineer negligence
- Consequential loss caused by faults prior to repair
- System improvements or upgrades including Transformers.