

# Gledhill (Response) Ltd

AMD. DEC 2018

## TERMS AND CONDITIONS OF CONTRACT

### 1. GENERAL

- A. These are the terms and conditions upon which we will provide the Services unless our Company Secretary otherwise agrees in writing.
- B. In these terms and conditions the words and phrases listed below will have the following meanings:
- |                          |  |
|--------------------------|--|
| You                      | The person paying for the cover, their domestic partner and members of their family permanently living with them.  |
| We, us, our              | Gledhill (Response) Limited of Sycamore Trading Estate, Squires Gate Lane, Blackpool FY4 3RL and our authorised representatives acting on our behalf.  |
| You, your, the customer  | You, the Customer, being the occupier or owner of a property within which is installed an Appliance and to whom we are providing a Service under the Contract, and your authorised representatives acting on your behalf.  |
| Appliance                | The Gledhill appliance installed in your property to include all parts, pumps, thermostats and controls contained within or mounted on the appliance.  |
| Breakdown                | The cessation or substantial impairment of the Appliance serving the heating or hot water services caused by the failure of any component part of the Appliance.   |
| Breakdown Service        | The service to rectify a Breakdown described in Section 2 of these Conditions.   |
| Charges                  | The amounts payable by you to us for providing a Service as specified in our Schedule of Charges at the commencement or renewal of the Contract as may be varied by agreement between you and us from time to time.  |
| Conditions               | These terms and conditions as varied from time to time by agreement in writing between you and us.   |
| Contract                 | The contract between you and us which incorporates these Conditions.   |
| Contract Period          | The period of one year from the date on which this Contract is accepted by us. If the contract is renewed by the Customer on payment of the Charge applicable on the anniversary of the date of acceptance, the Contract Period shall mean each successive period of one year. |
| Service                  | Each of the services we offer as described in these Conditions.  |
| Beyond Economical Repair | The point at which we estimate that the cost to repair the appliance exceeds its value and is therefore uneconomic. This normally (but not always) occurs due to an internal leak caused by aggressive water or corrosion.   |

### 2. WHAT YOU ARE COVERED FOR:

We will cover breakdown to the following parts of your hot water/central heating system:

- All parts, pumps, thermostat and controls contained within or mounted on the Appliance.

Cover begins anytime after 30 days following the start date of this Breakdown Contract. The 30 day restriction applies only at the start of the contract; it does not apply if the contract is renewed.

Under the terms of the Standard Breakdown Agreement contract we will pay the cost of:

- Call-out charges
- Parts
- Labour charges

For customers with a PulsaCoil appliance who have selected the Platinum Breakdown Agreement contract we will pay the cost of:

- Call-out charges
- Parts
- Labour charges
- Annual health check by a Gledhill engineer and any labour and parts resulting from the inspection

If the appliance is Beyond Economic Repair (normally due to an internal leak) then we will pay to you an amount towards the cost of a new equivalent product purchased from Gledhill. The amount payable by us against units older than 5 years will be calculated based on a combination of the appliance age and how many years a 'Breakdown Contract' has been held. Discount will be applied against our standard retail price. Platinum Breakdown Agreement customers also benefit from an additional contribution as outlined below.

How long have you had the contract with us?	Age of Appliance	Amount Payable by us on a Standard Agreement	Amount Payable by us on a Platinum Agreement
Any active contract	Up to 1 year	Free of charge replacement	Free of charge replacement
	Up to 2 years	80% of replacement cost	80% of replacement cost
	Up to 3 years	60% of replacement cost	60% of replacement cost
	Up to 4 years	40% of replacement cost	50% of replacement cost
	Up to 5 years	20% of replacement cost	50% of replacement cost
More than 2 years	5 to 10 years	20% of replacement cost	40% of replacement cost
More than 5 years	10 to 15 years	20% of replacement cost	35% of replacement cost

For the purpose of calculating the age of the appliance, we will use the 10 digital serial number which indicates the date of manufacture. The table shown does not include any contribution to the cost of installation or for any costs associated with re-decoration associated with the removal of the old appliance.

### 3. WHAT HAPPENS IN THE EVENT OF AN EMERGENCY?

We know that problems can occur at any time of day or night. A sudden and unforeseen issue can occur with your PulsaCoil outside of our normal opening hours which you cannot control through turning off the water or electricity supply. In such circumstances **and** where there is a significant risk to your health or of loss or damage to property, we will cover the reasonable costs of a local 24 hour emergency plumber or electrician to attend to make the situation safe.

#### **4. WHAT YOU ARE NOT COVERED FOR:**

We will not be liable to you for carrying out or for the cost of:

- The periodic topping-up of the Feed and Expansion tank. (where applicable).
- Any breakdown which occurred before the Contract starts, or within 30 days from the start of the Contract. The 30 day restriction applies only at the start of the Contract; it does not apply if the Contract is renewed.
- Any Breakdown caused by a problem you were aware of at the time of entering into this contract.
- De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
- Any breakdown of your appliance or water / heating system caused by you failing to follow the manufacturer's instruction for usage.
- Any breakdowns resulting from accidental damage, including damage caused by fire, theft, storm, water, lightning, flood or frost.
- Any defect, damage or breakdown caused through malicious or willful action, negligence, misuse or third party interference including any attempted repair or modification to the Appliance which does not comply with recognised industry standards.
- Any breakdown resulting from a fault with any gas, water or electricity supply.
- Any losses or associated costs arising from delays in getting spare parts.
- Any consequential loss or damage following a repair, caused by a defect or malfunction of the Appliance or arising from any goods, services, arrangements or advice provided by us or any Claims Administrators or Approved Agents, unless through Our or their negligence.
- Replacing the Appliance (other than any amount payable if it is deemed 'Beyond Economic Repair').
- Any cost of repairing or replacing the Appliance as a consequence of natural wear and tear, gradual deterioration or corrosion.
- Any costs associated with loss or damage to any equipment, which has not been installed, serviced or maintained in accordance with manufacturer's instructions or British Standards.
- Any costs where replacement is only necessary as a result of changes in legislation or health and safety guidelines.
- Any part of the Appliance which can not be accessed safely, or is impossible or impractical to maintain because of its position.
- By entering into this Contract with you we do not warrant that the Appliance has been installed satisfactorily or to prevailing industry standards.
- Repairs, rectification or replacement of any part of the system except as specifically covered by this Agreement. For example: external controls (such as timers or other ancillary equipment) will not be covered.
- Repairs rectification or replacement of the Appliance or any component part arising from faulty or sub-standard installation of the Appliance or inherent design faults in the central heating or hot water system.

#### **5. HOW TO ACTIVATE THE BREAKDOWN CONTRACT:**

- In the event of failure of the Appliance you should contact us at our Service Centre in Blackpool by calling 0800 1018 365 and selecting the Breakdown Agreement Service from the options.
- We will endeavour wherever possible to arrange for an engineer to attend the next working day after your call provided that the call is received by us no later than 12 noon on a weekday (Monday to Friday). Alternatively we will arrange a visit at a time after this arranged to our mutual agreement. Our offices are open to receive your call between 9am and 5pm Monday to Friday and between 9am and 12 noon Saturday and Sunday; however, our engineers will attend Monday to Friday only.

#### **6. OUR RIGHTS AND OBLIGATIONS:**

- Subject to the payment of our Charges, when due, we shall provide the Breakdown Services to you during the Contract Period. We will provide the Services with care.
- We may use sub-contractors, who are entitled to the benefit of the limitations of liability described in this Agreement, but the use of sub-contractors will not affect your rights.

#### **7. YOUR RIGHTS AND OBLIGATIONS:**

- You must operate the Appliance only in accordance with the recommendations contained in our published literature.
- You must not allow any person other than a person authorised by us to adjust, maintain, repair or replace the Appliance or any of its component parts without our prior written approval or our warranty or our obligations under this Contract shall cease to have effect. If the Appliance is relocated or altered in any way by someone other than a person authorised by us you must notify us immediately. We may, at your cost, carry out an inspection to ensure that the Appliance is installed in accordance with our published literature and operating safely.
- If ownership or occupation of the property changes, we are able to either continue to provide the Service during the Contract Period, or, by mutual agreement you may cancel this Contract at any time by giving us not less than 7 days notice in writing to the address set out above. You will not be entitled to any refund of amounts which you have paid if any repairs, rectification or replacement has been carried out during the Contract. We will only refund charges where a Breakdown Agreement has been in place for a minimum of 12 consecutive months.
- You will pay the Charges when due in accordance with this Contract. We may charge you interest on any amount which you owe us but not paid within 14 days of the due date at the rate which is 4% above the base rate of interest charged by Barclays Bank at the time the amount is due for payment, calculated on a daily basis. If we make an appointment with you to provide a service and we are unable to gain access to your property at the time of the appointment, we reserve the right to seek reimbursement for the cost of the attendance.
- Neither you or we shall be liable to the other for any failure to comply with our obligation under these Conditions due to circumstances beyond our reasonable control.
- This contract between you and us is governed by English Law. Any dispute between you and us will be dealt with by the English courts.

#### **IMPORTANT:**

If we do not keep to these Conditions, or if you suffer any loss, our liability to you is limited and, in certain circumstances, excluded altogether. The limitations and exclusions are explained below.

- We are responsible for loss or damage caused to your property which was our fault. However, our liability to you or to any person claiming through you for loss or damage to property and related expenses will not, under any circumstances, exceed £3000 in total.
- We will accept liability for death or personal injury caused by our negligence without limitation.
- We shall not accept liability under any other circumstances for loss, damage, expense, or inconvenience incurred by you, or any person claiming through you, that is not directly caused by our failure to carry out our responsibilities to you under this Agreement.