

Blue Home Cover Range *Terms and Conditions*



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1. Introduction to your Terms and Conditions

It is important you read these terms and conditions carefully. These form the basis of your Agreement with us.

If you have any questions, please call us on 01443 266722.

You can choose to hold our products as part of a package Blue Home Cover or individually as separate Agreements.

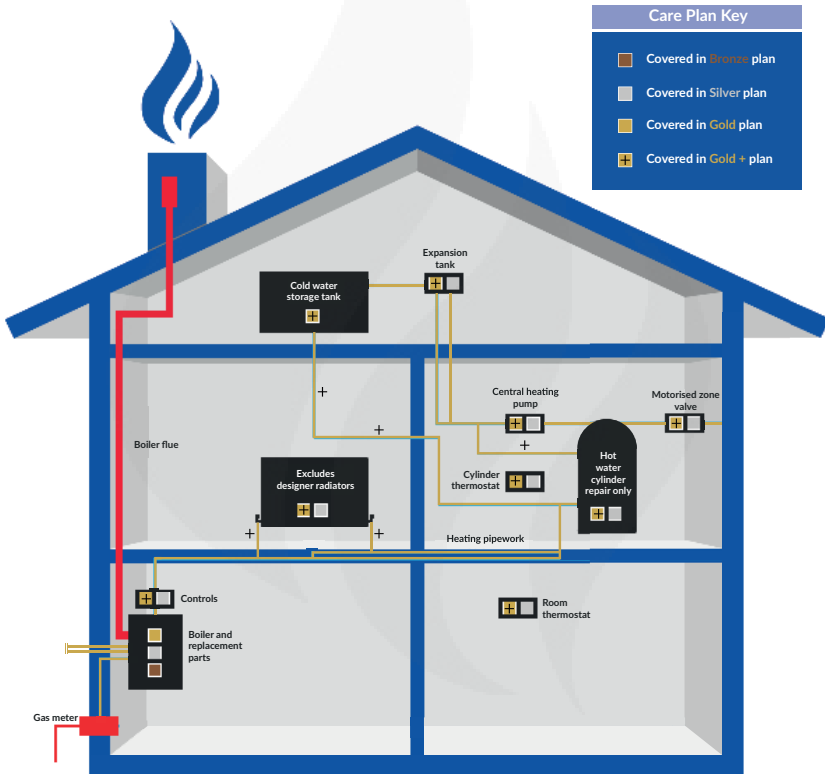
Cover You've chosen	Boiler	Central Heating	Plumbing	Electrics	Boiler Service
Bronze					✓
Silver		✓			✓
Gold	✓				✓
Gold +	✓	✓			✓
Blue Home Cover	✓	✓	✓	✓	✓

Please Note (Plumbing and electrical cover is only available as an "add-on")

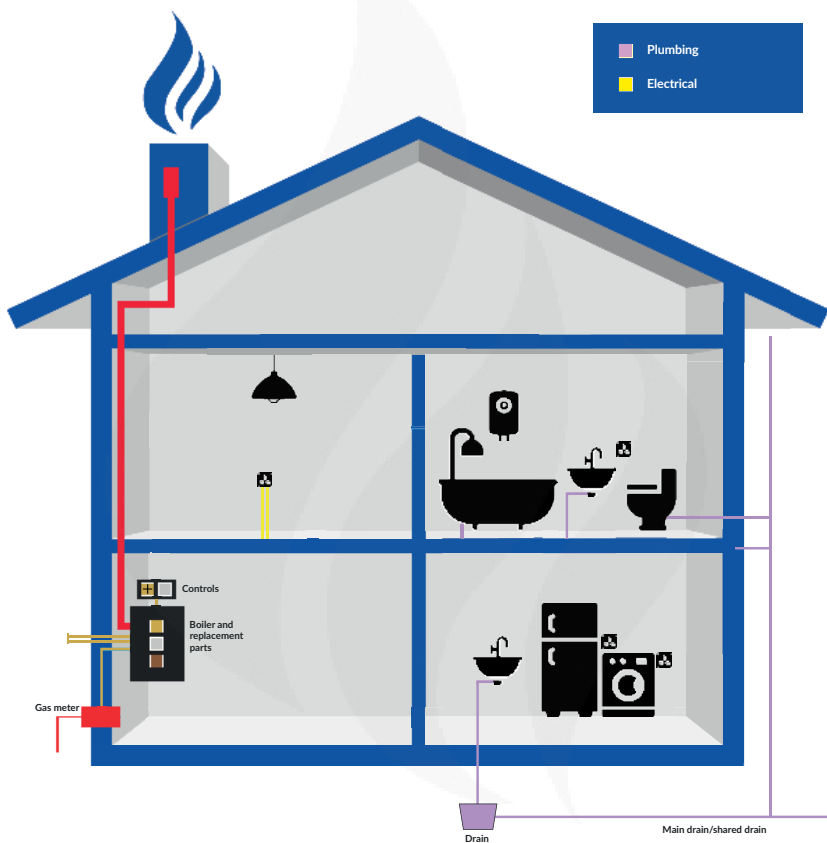
Terms and Conditions for Your Agreement

2. What we can look after

Boiler System Cover



Plumbing System Cover



3. Definitions used in your Terms and Conditions

Wherever the following words and phrases appear, they will have the following meaning:

Agreement means each agreement you have with us.

Annual Service An annual service of your boiler. Checking safety, efficiency and general condition.

Cover Agreement means cover you have chosen

Domestic Purposes means at least half the rooms in your Home must be used for normal living purposes and not more than half the rooms are used in any connection with a business, trade or profession.

First Service Inspection to check feasibility and boiler is in good working order and suitable for cover with us. This will be done within 28 days of joining. It may differ if high demand for our services in colder weather.

Maintenance Inspection (for Agreements that include a Maintenance Inspection) means a visit we carry out to check that the elements included in your Agreement are safe and in good working order. You can find more details in the section headed 'General Conditions'.

Period of Agreement means your Agreement begins on the date we accept your application and normally runs for twelve months then on a rolling basis.

We, us, our meaning Blue Flame Gas Solutions

You or your means the person named. 'on your Cover Contract agreement.

BFGS – Blue Flame Gas Solutions

4. General Conditions that apply to all Agreements

4.1 Periods of Agreement

Your agreement will begin on date we receive your application. (Subject to first visit inspection).

4.2 Price and Price Changes

We will always email or call directly to you to tell you about any change to your price/plan and Direct Debit instalments.

4.3 Payments

Your Direct Debit is to be paid on a monthly basis.

4.4 Renewals

Your contract will be renewed automatically on a rolling basis.

For any price changes please refer to price & price changes.

4.5 Our responsibilities

We will meet our responsibilities under your Agreement within a reasonable time unless it is impossible because of circumstances outside our control.

However we will endeavour to attend within a reasonable timeframe of a 72 hour period.

Emergencies will be treated as a top priority.

4.6 Boilers

If your Agreement includes repairs to boilers, the following will apply.

- Whether or not we installed your boiler, favourable and discounted rates apply. We will do this when it is not possible to repair yours because, for example, spare parts are not available, or we decide that the boiler is beyond economic repair.

4.7 Gaining access to your property and arranging appointments

Our engineers will only work in your property if there is someone aged 18 or over there at all times. It is your

responsibility to allow us access to your property. If we cannot gain access, we will not be able to carry out the necessary work and you will need to arrange another appointment.

If there are three failed attempts to access property for service visit there will be an additional charge for any subsequent visits which will be the set at per service cost.

4.8 Spare parts

If our engineer does not carry the spare parts needed on the day of your appointment, we will use local merchants and return next day dependant on part availability / weekend / holidays.

4.9 Moving home

You will need to tell us as soon as possible about any change of address as you may not be covered if you make a claim at your new property. Once we receive new address details from you. We will need to carry out a new first visit inspection. You have the right to cancel agreement subject to the above.

4.10 First Visit

If first visit inspection reveals existing problems we will:

- Advise what work is required and cost.
- Offer a different cover contract
- Cancel our agreement and refund monies paid.

We will not carry out first visit inspection if we have completed annual service at same property within the last 12 months.

4.11 Waste Removal Terms

Waste will be left/contained in a safe place, agreed with customer in advance. We will not be held liable for any accidents caused by customer/s undue care and attention. Our contractors will remove your waste within 1 week of job completion.

5. General Conditions – Cancellation

5.1 Cancellation charges

If you cancel any Agreement you have with us part way through your Period of Agreement and you have had work relating to that Agreement, you may be charged for cancellation.

The cancellation charge will be the total of the relevant amounts set out in the table below less;

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

These charges will not be more than the annual price of the product you are cancelling, deducting any money you have paid to us for the product in the current Period of Agreement.

Type of work completed	Charge for each piece of work completed
Boiler or central heating repairs	£115
All other completed repairs	£50
Annual service	£75
Landlord's gas appliances safety inspection (LGASI)	£24

5.2 Our Cancellation rights

We may cancel your Agreement in the following circumstances:

- If you have given us false information,
- If you do not make an agreed payment.
- If we find something wrong at First Service.
- If there are health and safety issues.
- If your appliance or system is not on our approved list.
- If you do not give us access to your property if this is needed.
- If we are not reasonably able to find parts for your appliance or system.
- If permanent repairs or improvements we tell you are needed are not completed.

If we cancel at the First Service, we will give you a full refund of any money you have paid. If we cancel your Agreement at any time after your First Service, we will refund any money you have paid for the time left to run in your current Period of Agreement.

6. General Exclusions that apply to all Agreements

6.1 Design or existing faults

We will not be responsible for the cost of repairs or gaining access to make repairs if there are design faults (unless we are responsible for the design faults), faults which existed before you entered into your Agreement with us or faults which we could not, using reasonable care and skill, identify on our First Service or a repair call out to your system or appliance. For example, this would apply to pipes buried under concrete floors that have been installed incorrectly or without wrapping or movement protection.

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

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

6.3 All other loss and damage

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

6.4 Making good

We will fill in any holes and leave the surface level if we have had to make access to your system or appliance so we could carry out a repair. However, we will not replace the original surface or construction (for example, redecoration).

6.5 Risks normally insured under household or other insurances

Except and only to the extent specifically stated as included under your Agreement, we will not include the repairing of faults or damage or replacement of appliances or systems caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. You should check your household insurance to make sure you have 'enough cover for these risks.

If anything specifically stated as being included under your Agreement is also included under any other insurance 'or maintenance contract you hold, the repair will be the responsibility of the provider of your other insurance 'or maintenance contract. In the event of joint responsibility with your other provider, we will only ever be responsible for our fair share and to the extent of our obligations under your Agreement.

6.6 Approved equipment

'For certain items, we keep an approved list. We only carry out work on gas and central heating system controls, energy-management systems and plastic pipes which are on our approved list.

6.7 Third-party rights

Nobody other than you will be able to benefit from your Agreement, which cannot be passed to someone else without our written permission.

6.8 Other Exclusions

We will not include the following:

- Replacing appliances, bathroom fixtures, showers and sanitary ware unless we say this is included under your Agreement.
- Upgrades which you may want to have carried out to improve your appliance or system.
- Replacing or repairing parts that do not affect how the appliance or system works, or decorative or specialist parts.
- Resetting controls (for example, thermostats and programmers following changes due to winter or summer months).
- Removing asbestos associated with repairing the appliance or system. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at your property. By law, the person who removes the asbestos must give you a clean-air certificate.
- Hot water cylinders are not covered (Cylinder replacements)
- Repairing or replacing any lead, steel or central heating iron pipes.
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity or water services.
- Beginning or continuing services where we reasonably consider that there is a health and safety risk, including the presence of dangerous materials, infestations, or harassment of our staff (including verbal or physical abuse). We will not start work again until there is no longer a risk to health and safety.
- Loss of or damage you may suffer to your system if radio frequency allocations are subsequently altered by other people that interfere with your system or its controls.
- Replacing any batteries for your system controls.

6.9 Boiler and Controls Cover and Central Heating exclusions

These exclusions plus 'General Exclusions' apply (see section 7). We will not cover the following in your Agreement:

- Removing sludge or hard-water scale from your system or appliance.
- Repairing damage caused by scale, sludge or other debris if we have told you on a previous visit that permanent repairs, improvements or a BFGS (or a similar cleaning procedure) are needed to help make sure your appliance or system works properly.
- Repairing or replacing appliance flues, or flue terminals that are not a part of the flue system, other than room-sealed appliance flues (up to 1 metre in length). Unless fitted by BFGS
- Servicing and maintaining electric boilers.
- Repairing or replacing parts of your central heating system and controls that are specifically designed for piped or electric underfloor heating.
- Any boiler over 70kW and/or not purpose built for domestic use.

7. Cover Agreements

7.1 Plumbing Cover™

The following are included in your Agreement:

- Repairs or replacements inside your Home if there are leaks or a mechanical failure.
 - hot- and cold-water pipes from the mains stopcock inside your Home leading to your taps and garden taps;
 - your cold-water storage tank;
 - leaking overflow pipes;
 - standard ball valves and toilet siphon;
 - pipes that burst as a result of cold weather;
- Leaking or seized stopcocks where the stopcock is in your Home, or within the boundary of your property that you are responsible for.
- Parts and labour for fitting standard replacement parts. Standard replacement parts only, unless you give us an alternative to use.
- Repairs to taps inside your Home and replacing standard non-ceramic tap washers to repair water leaks and dripping taps (not including replacing taps themselves).

7.2 Plumbing Cover™ exclusions

These exclusions plus 'General Exclusions' apply (see section 7).

The following are not included in your Agreement:

- Replacing taps.
- Replacing bath and shower seals or grouting.
- Repairing or replacing water softeners, shower pumps and mixer valves, combined overflow and pop-up waste mechanism, all electrical hot water pumps and parts of your water system that are designed to increase mains pressure, water filters, radiators, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo, and electrical units for toilets.
- Water pipes to or from and in detached outbuildings, fountains, swimming pools, ponds, other decorative garden features, garden taps, treatment plants, rainwater pipes, roofs, guttering or other external property.
- Repairing water supply pipes shared with another property or properties that are not your responsibility or outside the boundary of your property.
- Repairing or replacing manholes, soak aways, septic tanks, cesspits, treatment plants and their outflow pipes.
- Repairing and replacing lead and steel pipes (other than for your water supply pipe).
- Dealing with temporarily frozen pipes which have not resulted in confirmed damage.

8. Electrical Cover

8.1 Electric Cover

The following are included in your Agreement:

- Repairing minor electrical wiring and electrical fixtures inside your Home. This covers the fixed electrical wiring system light switches, wall sockets, light fixtures, circuit breakers and transformers.

- Parts and labour are included for fitting standard replacement parts, for example we will replace all fittings with our nearest equivalent standard white plastic, unless you give us an alternative to use.

8.2 Electrical Cover Exclusions

These exclusions plus 'General Exclusions' apply (see section 7).

The following are not included in your Agreement:

- Repairing controls, pumps, detectors, timers, programmers and electric showers.
- Repairing or replacing the mains supply up to the fuse box.
- Repairing the parts of the power supply between your home and the outbuildings on your property that are outside of the buildings.
- Repairing or replacing wiring encased in rubber or lead.
- Replacing Fuse Board or upgrading.
- Home Appliances

9. Landlord Services

If you are a landlord and let out properties for Domestic Purposes, you can buy any of our Agreements. You can also buy the following extra services for your rented properties.

9.1 Landlord's Gas Safety Record (CP12)

By law, landlords must make sure they maintain gas appliances in a safe condition; they must also have gas appliances in properties they rent checked for safety as well as an inspection of the installation pipe work every twelve months. They should also hold a Gas Safety Record (CP12) as proof. It is your responsibility to make sure that you keep to your legal obligations and we will not be legally responsible for any failure on your part to carry out these checks.

- Includes a safety inspection on the gas installation and pipe work at the property.
- A Gas Safety Record (CP12) which will contain details of the gas installation and all gas appliances checked by our engineer.
- In order for records to be displayed on the certificate, you must pay for a safety check for each gas appliance in your property separately, which can be a Landlord's Gas Appliance Safety Inspection or a HomeCare® product which includes an Annual Service visit.
- The checks and completion of the Gas Safety Record will be carried out at the same time as your Annual Service.

- We will post a copy of the Gas Safety Record to you and your tenant. This can be emailed if you prefer but you will need to supply British Gas with your email address.
- If any of the appliances fail our inspection, we will issue the Gas Safety Record (CP12) and include details of any faults found and any remedial action taken (for example disconnecting the appliance). It is your responsibility to make sure that the appliances are repaired or replaced. An additional charge will be made for any future inspections and any confirmation of gas safety following the work needed to meet regulations.

'General Conditions' apply (see section 5),

9.2 Landlord's Gas Appliance Safety Inspection (LGASI)

We can provide a one-off safety inspection for your gas appliances, for example, boilers, fires, cookers and hobs (charged for each appliance).

We include the following with your LGASI:

- An inspection of your chosen gas appliance to make sure it is working safely.
- If you buy a LGASI and also have a HomeCare® Agreement with us that includes an Annual Service, you will receive your LGASI at the same time we carry out the Annual Service visit.
- You can choose to buy a LGASI as either a one-off Landlord's Inspection or as a yearly Agreement.

9.3 Landlord's Gas Appliance Safety Inspection (LGASI) Exclusions

The following are not included with your agreement:

- The cost of any repairs that we find necessary to the appliance during the inspection.
- If you have already had a First Service or an Annual Service carried out, we will charge you an extra amount for carrying out the LGASI.
- The cost of the Landlord's Gas Safety Record (CP12). You have to pay for this separately.

- When you buy a Landlord's Gas Safety Record (CP12) we will add the details of the appliance inspected to that certificate for your records.
- The exclusions in section 10.3 and 'General Conditions' and 'General Exclusions' also apply (see section 5 to 7).

10. Other Products and Services

10.1 BFGS Power-flush

You can buy BFGS to remove sludge and other waste from your central heating system. Once you have bought BFGS from us, there will be no charge for any future BFGS work that may be needed, as long as you keep a continuous BFGS Agreement (including boilers) at that property.

10.2 System filters & scale reducers

You can buy system filters and scale reducers. Once we have installed them, there will be no charge for any future system filter work that may be needed, as long as you keep a continuous Agreement at that property. As part of any Annual Service, if necessary we will also clean the filter on any system filter you have had installed, by BFGS.

Need an Engineer?



Call us on

01443 266 722 / 07519 808 663

Contact Us



General Enquiries

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Website

www.blueflamegassolutions.co.uk

