

## **MILLSIDE Maintenance and Breakdown Care Package**

### **Our promise to you.**

We aim to provide a safe, high-quality service to repair and maintain the equipment included in this agreement. If you have any questions or complaints about your agreement, please contact us on 01484 687997.

### **Summary of your agreement – What the agreement provides**

- Labour and parts for repairs, depending on the level of service you have chosen
- One Safety and Maintenance inspection in every year of your agreement for Gold, Silver and Bronze Area Care
- No limit to the number of call-outs\* (Gold Area and Silver Area only) to carry out work included in your agreement (\*Subject to our Fair Use Policy on the number of call-outs)
- Priority service (365 days a year)
- Advice about your system from engineers.

### **Millside Service Care options:**

We base your agreement on the Millside Service Care options that you choose (listed and described below).

### **MILLSIDE CARE OPTIONS**

#### **1. Gold Area Heating Care**

This service is for maintaining and repairing a single wet (using water) or warm-air gas central-heating system (or an electric system if installed by us) in your home and includes the following:

- a safety and maintenance inspection of your boiler and system (except for parts of the system that aren't readily accessible and electric boilers). Please read the section called 'Safety and maintenance inspection' for full details;
- labour and parts if your system breaks down;
- where we agree that your boiler is less than 7 years old, a replacement boiler will be installed if we decide that it would cost more to repair the boiler than to replace it with a suitable new boiler we have approved;
- if your boiler is 10 years old or older, and it is not possible to repair it because, for example, spare parts are no longer available to carry out the repair or you choose to replace it at any time, however old it is you are entitled to a 6% discount off the full installation cost of a replacement boiler if you choose us to replace your boiler (on top of any other offer which is available at that time);
- all necessary JetFlush work after your initial JetFlush (which we charge you for). See the JetFlush section.

#### **2. Silver Area Heating Care**

This is the same as Gold Area Central Heating Care, except that the labour and parts are for the boiler and controls only and the 6% discount does not apply.

#### **3. Bronze Area Appliance Care**

This service is for maintaining and repairing fires, water heaters, wall heaters and cookers in your home.

The service includes:

One safety and maintenance inspection of your appliance in every year of your agreement; and Labour and parts, if your appliance breaks down.

**4. Platinum Service & warranty plan.** This service is for servicing and maintaining your new boiler installed by MHS Ltd from the date of the installation for fifteen years.

The service includes:

One safety and maintenance inspection of your appliance in every year of your agreement; and Labour and parts, if your appliance breaks down.

### **BESPOKE CARE PLANS ON REQUEST.**

#### **5. Internal Gas Supply**

Any repairs to gas supply pipes within your home are only covered if you have a Gold Area agreement.

### **What is not included**

- Removing sludge or hard-water scale from the boiler or system (see the JetFlush section under Customer information).
- Replacing your boiler if it is 10 years old or older.
- Repairing or replacing appliance flues that aren't part of your boiler.
- Un-freezing of condensate pipes on condensing boilers
- Resetting programmer/ timers after power cuts or change over to/from British Summer Time (BST)
- Topping up pressure on combination or system boilers
- Any of the General Exclusions below:

## **GENERAL EXCLUSIONS**

Your Millside Service Care agreement does not include:

### **Design or existing faults**

The cost of repairs needed because of design faults (unless we are responsible), or faults which existed before you entered into the agreement and which could not be identified on initial inspection using reasonable care and skill.

### **Third-party or accidental damage**

The cost of repairs relating to damage caused by you or someone else.

### **Consequential loss**

Unless we are responsible for it, loss or damage to property caused by the appliance, boiler or system breaking down (for example, damage to furniture caused by water leaks). If we have to dig on your property, we will fill in any holes and leave the surface level but we will not necessarily replace the original surface or construction. Any redecoration that may be needed following our work is your responsibility unless we have been negligent.

### **Normal insured risks**

The cost of repairing faults or damage caused by freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm. The cost of repairing damage caused by changes to, or problems with, the gas, electricity or water services. You should check your household insurance to make sure you have enough cover for these risks.

Under all Millside Care Options

- Replacing appliances, bathroom fixtures, showers and sanitary ware (apart from boilers as described earlier)
- Improvements including work that is needed to bring your system up to current standards. Examples of improvements include system upgrades, such as adding thermostatic radiator valves, replacing parts such as flues which do not meet current standards, and replacing working radiators with improved models. (These are examples only, not a complete list)
- Replacing or repairing decorative or other parts which do not affect how the system or appliance works
- Resetting controls (for example, thermostats and programmers following wintertime or summertime changes)
- Repairing faults or clearing physical blockages (blockages such as rubble, sludge and scale, but not air locks) if we have told you permanent repairs or improvements are needed to make sure your appliance or system works properly. We will only tell you this if, in our expert opinion, it is necessary.
- Removing asbestos associated with repairing the appliance or system
- Cash alternatives for repair or maintenance
- Repairing any damage caused by our work or redecorating, unless we or our agents have been negligent or broken this agreement
- Replacing (where a repair is not possible) lead or steel pipes (other than for internal-gas supply customers where the gas-supply pipe from your meter to the appliance is included), including lead or steel pipes in taps.

## **ABOUT YOUR AGREEMENT**

### **Domestic Use**

Millside Service Care agreements are only available for appliances in domestic use inside your home. If you own a domestic property which you let out, we will offer you a Landlords Care agreement, at £1.99 per month only – please see the Landlords Service Care section below.

### **Period of agreement**

Your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or

prices. We may also cancel the agreement at any time as long as we give you reasonable notice of this. If you pay each year in advance (by cash, cheque, credit or debit card) instead of by monthly direct debit and cancel the agreement during that year, we will give you a refund based on how long is left of any 12-month advance payment. There will be a minimum payment for the year of £69.00 + VAT if we have done work or an inspection.

### **Start date**

Your agreement begins when we process your application.

### **Initial safety inspection**

If you choose Gold Area or Silver Area Heating Care, we will inspect your system or appliance (or both) to make sure they are safe and in good working order. Your Millside Service Engineer will fill in an Initial Safety Inspection check list to show you what he or she has checked. We will normally do this inspection within 28 days of the beginning of your agreement where possible but, as we give priority to breakdowns, it can be later if we are busy. If the inspection reveals a problem, we may:

- tell you what work is needed and what it will cost you for that work to be done
- offer you an agreement from the section 'Millside Care Options' which will not include the parts causing the problem; or
- cancel the agreement and refund your money.

### **Safety and maintenance inspection**

We will normally carry out the safety and maintenance inspection for gas options at the same time as the initial inspection. After that, for gas options, we will normally carry out a safety and maintenance inspection once in every year of your agreement. We will aim to carry out the safety and maintenance inspection around the same time each year where possible, depending on our workload and your appointment preferences. As long as we can get into your property, we will always make sure that we check that your system is safe. You can also call us at any time to arrange or rearrange your safety and maintenance inspection.

### **Cancellation**

We will cancel your agreement if:

- you have given false information;
- you do not make an agreed payment;
- for Millside Care Options, we find something wrong at the initial safety inspection;
- we are not reasonably able to find parts to keep your system or appliance working safely; or
- circumstances arise (including health and safety issues) which make it inappropriate for the contract to continue.

If we cancel your agreement, we will:

- for Millside Care Options, give you a full refund if we find something wrong at the initial safety inspection; or
- give you a refund based on how long is left of any 12-month advance cash, cheque, BACS or debit card payment.

There will be a minimum payment of £69.00 +VAT a year if we have done work or an inspection. You may cancel your agreement within seven working days starting from the day after you receive written confirmation of your agreement with us and you will receive a full refund of any money paid (as long as we have not done any work). You may also cancel your agreement immediately, either after us letting you know about changes in prices or terms and conditions, or if we fail to do something which we should have done. In this case, you will receive a refund based on how much time is left of the relevant 12-month period or, if you agree, we will put things right and continue the contract. You may cancel your agreement at any time. If you do so after we have done an inspection or other work, and you have paid less than £69.00+VAT in the last 12 months at the time you cancel, we may charge you an extra amount which brings your total payments under the agreement to £69.00 +VAT when we have done an inspection or other work.

### **Spare parts**

If we do not carry the spare parts your repair needs on the day, we will do all we reasonably can to find parts from our suppliers. We cannot be held responsible for any delay in the supply of parts although we will do everything possible to obtain them in a reasonable time. We may use an approved alternative or parts that have been reconditioned by the original manufacturer.

### **Labour**

One of our engineers will always carry out the work at this moment in time. In some cases in the future we may need to authorise a suitably qualified contractor to carry out the work.

### **Approved equipment**

We provide service options for appliances, energy management systems and copper pipes which are on our approved list.

### **Landlord's Service Care**

Landlord's safety records. This service is available to landlords who let out properties for domestic purposes, chargeable at £1.99 per month per property additional to the Care Option chosen.

### **Legal requirements**

By law, landlords must have gas appliances in properties they let checked for safety every 12 months. They should also hold a Gas Safety Record as proof.

### **Our service**

We can carry out the inspections that are needed at the same time as the safety and maintenance inspection. We will only check and issue an Appliance Safety Record for the appliances that are included on either your Gold or Silver Area Heating Care, or Bronze Area Care (whichever applies) agreement. Any other gas appliances in the rented property can be individually serviced or safety-inspected for an extra cost. After the necessary inspections on the selected gas appliances, we will then give you, in writing (for a small extra fee unless you have Landlord's Care which includes this cost), a Gas Safety Record, showing that we have done a safety inspection, which will include details of any faults we have found and any repairs that are needed.

### **Gaining access to your property**

It is your responsibility to let us into your property. If we cannot gain access to your property to carry out the necessary work, we will tell you and arrange another appointment. If, after several attempts,(3) we still cannot gain access, we may cancel your agreement. We will tell you in writing if this is the case.

### **Third-party rights**

Nobody other than you will be able to benefit from this agreement, which cannot be passed to someone else without our agreement.

### **Our responsibilities**

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances outside our reasonable control.

## **CUSTOMER INFORMATION**

### **Useful telephone numbers**

: In the event of a breakdown during office hours please call **01484 687997**, alternatively out of hours please call **07885 347621** and in the event of an emergency.

For all other enquiries, or if you are moving home, you should contact us on 01484 687997. (We do not automatically transfer this agreement to your new home, so you need to contact us to discuss your options.)

### **Ways to pay**

There are a number of different ways for you to pay. You can pay by:

- monthly or annual standing order, or
- annual cheque, BACS or debit card.

## **CENTRAL HEATING IMPROVEMENTS**

### **Replacing your boiler**

The Energy Savings Trust recommends that gas central-heating boilers are replaced every 15 years. While boilers older than this can often still work properly, their effectiveness and efficiency becomes reduced. Technological advances mean that today's boilers, if regularly serviced, have significantly improved efficiency, performance, reliability and safety features. Every new boiler we sell is at least 90% efficient ('A' rated condensing boilers) – this compares with boilers over 15 years old, which have an average efficiency of around 65%.

### **Upgrading the system and energy-efficiency improvements**

If you ask us to improve your system (for example, by adding new controls), we will give you a minimum of two-year parts and labour guarantee.

### **Jetflush**

Jetflush is a way of removing sludge and other waste matter from central-heating systems. We might also suggest you correct any design faults which might cause the problem to return. This work can increase the life of your system, and improve efficiency.

When a repair is needed due to sludge (for example, damage to the pump, valves or radiators) we will complete this job, at no extra cost, as long as we have not already told you that you need a Jetflush or similar procedure. Our engineer will also tell you what other work is needed to avoid further problems, or offer you a different Millside Service Care option. If we recommend that you carry out a Jetflush we will charge you to carry out this work. Once it is finished, there will be no charge for any future Jetflush work that may be needed as long as you keep a continuous Gold or Silver Area Central Heating Care agreement with Millside Heating Services Limited at that property and as long as any work to correct design faults are carried out by us.

### **Guarantees**

Any guarantees do not affect your legal rights under the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a citizens advice bureau or trading standards department.

### **If you smell gas**

Phone the free National Grid emergency service immediately on **0800 111 999**

## **DECLARATION**

**I have read the above terms and conditions and I fully understand and agree to the conditions specified.**

**I would like to take out the GOLD / SILVER / BRONZE AREA PLAN (Delete as appropriate)**

**I would like to pay MONTHLY / ANNUALLY by STANDING ORDER / CHEQUE / CASH /BACS / DEBIT CARD (Delete as appropriate)**

**Signed** \_\_\_\_\_

**Date** \_\_\_\_\_