

Gas Servicing Plan for Leaseholders

Peace of mind against
boiler breakdown



Looking after your home can be expensive and sometimes stressful, particularly when it comes to making sure your home is safe.



City Build, Newcastle City Council's own building and property maintenance company, is here to help take some of the worry out of it by offering leaseholders a new gas servicing programme, designed to look after your appliances and make sure they are safe and kept in full working order.

City Build has been providing comprehensive and dependable gas servicing to both public and private organisations for many years. Now, for the first time, we're giving private leaseholders the opportunity to benefit from this, giving you all our experience at a great price.

LEASEHOLDER SERVICING

at a glance

What's included

- Initial safety inspection.
- Maintenance and breakdown repair service for your gas boiler, gas fires, pump, programmer, timers and associated electrical temperature controls.
- A yearly safety and maintenance inspection of your boiler which checks that your central heating appliance(s) are working safely and efficiently.
- Unlimited call outs, parts and labour (subject to terms and conditions).
- A 24 hour customer helpline, 365 days a year.

Peace of mind for £100 per year and you can choose to pay by direct debit or a one off annual charge.



Other benefits to the service

- Your safety is our main concern. All our gas engineers are members of the Council for Registered Gas Installers (CORGI) and use the latest technology to keep your appliances in full working order.
- We'll carry out our work at a time to suit you and you can be sure that we'll attend at the agreed time.
- We'll treat your property with respect.
- Our engineer will tell you exactly what work they are carrying out and give you good, honest advice about your appliances.

What's not included

- **PowerFlush.** An improvement service to remove sludge and other waste material from your system.
- Your central heating system, including radiators, pipework, cylinders and tanks or cookers.

Please ensure you read and understand the terms and conditions of this plan which are contained within this booklet.



INTERESTED?

Then just sign the form to say you'd like to take up the Gas Servicing for Leaseholders plan and that you understand the terms and conditions and complete the direct debit mandate at the back of this booklet. You can post these back to us in the envelope provided, no stamp necessary.

Once we receive your forms, we'll contact you to arrange a convenient time to carry out a safety and maintenance inspection of your boiler. Your plan will commence once we have completed this inspection and issued you with a certificate of safety (this is called a CP12).

We hope you decide to let us take some of the stress and worry out of running your home. If you have any questions or need to talk to someone about the Leaseholder Plan, please contact us on 0845 113 8888 and we'll be glad to help.

Terms & Conditions

TERMS AND CONDITIONS FOR GAS SERVICING PLAN FOR LEASEHOLDERS

CUSTOMER HELPLINE 0845 113 8888

The Council of the City of Newcastle upon Tyne (City Build) agrees to provide the Plan in respect of the System to the person taking out the gas servicing plan (You/Your) upon the following terms.

1. CUSTOMER PLAN AND RESPONSE TIMES

- 1.1 In consideration of You purchasing the Plan, City Build will provide an unlimited call-out repair and maintenance service between the Call-Out Times to Your System within the premises for which You bought the Plan during the period the Plan is valid.
- 1.2 City Build agrees to use their reasonable endeavours to ensure that any reported failure or breakdown to Your System is inspected by its heating engineers within 24 hours of notification to the above helpline which is open 24 hours a day (or such other telephone number which is notified to You in writing by City Build).
- 1.3 The Plan covers maintenance of the System only and does not include replacements of the System.

2. EXISTING SYSTEM AND CITY BUILD LIABILITY

- 2.1 You acknowledge that City Build has performed an initial safety check upon Your System to ensure safe operation of Your System but that You did not pay for this and City Build is not liable in respect of any reliance by You of this initial safety check.
- 2.2 City Build does not accept any liability in respect of the installation of Your System, the original manufacture of the System (including any spare part(s) or component(s)) or the System's fitness for purpose. City Build shall be liable only for any loss suffered by You when it is directly attributable to the work carried out by City Build's employees or sub-contractors. City Build excludes all liability for third party workmanship.
- 2.3 You acknowledge that You have read the definition of the System and the Plan within the definitions section of these terms and that you agree to purchase the Plan on the understanding of the repair and maintenance service cover set out therein.
- 2.4 Save for any matter which cannot be excluded or limited as a matter of law (such as death or personal injury), City Build's liability to You whether in contract, tort (including negligence) or otherwise shall be limited to the sum of £5,000.

3. ACCESS TO PROPERTY

- 3.1 You agree that it is Your responsibility to permit access to Your premises with a responsible adult present for City Build to inspect the System. Failure by You to do this shall relieve City Build of any obligations in respect of the Plan and servicing the System.
- 3.2 If City Build cannot gain access to Your premises, it will use its reasonable endeavours to re-arrange an appointment but will not be obliged to do so on more than two occasions of attempting to re-arrange the appointment.

4. COST OF LABOUR AND PARTS (INCLUSIVE OF FEE)

- 4.1 Labour provided by City Build in respect of such call-outs shall be inclusive of the Fee.
- 4.2 City Build will provide spare parts for Your System inclusive of the Fee and may, in its discretion, supply and fit parts which are not identical to the parts being replaced.

4.3 City Build shall not be responsible for any delay in the provision of spare parts from third party suppliers and any associated costs or inconvenience during such time

5. PERIOD OF PLAN

5.1 This Plan becomes effective and valid from the date confirmed to You in writing by City Build.

5.2 Where an annual lump sum is paid, the Plan will expire in accordance with clause 6.4.

5.3 Where ten-monthly payments are made, the Plan will expire in accordance with clause 6.5.

6. PAYMENT OF PLAN

6.1 You agree to pay the Fee either a) annually in advance or b) in ten-monthly payment by direct debit mandate transactions and, in the case of b), to provide all personal details to put this in place.

6.2 Upon City Build agreeing to provide the Plan to You in consideration of the Fee and You wishing to proceed, City Build will invoice You in one of the following means:

6.2.1 When You wish to pay by an annual lump sum, You will be invoiced for the total sum of the Fee which must be paid within 14 calendar days of receipt by You; or

6.2.2 When You wish to pay by direct debit mandate, You will be asked to provide the necessary documentation to set up a direct debit mandate and payment must be maintained as agreed within the direct debit mandate form.

6.3 Failure to pay the Fee (either by annual lump sum or by ten-monthly instalments) shall result in the Plan being invalid and City Build not being liable or responsible for the maintenance of Your System.

6.4 When paying by annual lump sum, the date upon which the Plan expires and becomes invalid shall be the anniversary of the date the Plan became effective in accordance with clause 5.1.

6.5 When paying by ten-monthly instalments, the date upon which the Plan expires and becomes invalid shall be one month following the last receipt by the Council of the monthly payment due.

7. TERMINATION

7.1 If You pay for Your Plan annually, You may terminate at any time within that year but You acknowledge the Fee is non-refundable. The Plan will remain valid until the anniversary of the date the Plan became effective in respect of the premises for which the Plan was bought.

7.2 If You pay for Your Plan in ten-monthly instalments, You may terminate with one month's notice BUT if parts have been installed in Your System within the last year (from the date of proposed termination), You will be liable to pay to City Build within 14 calendar days the difference between the annual sum payable that year and the total amount You have paid in monthly instalments within the year to date.

7.3 City Build may terminate Your Plan (and repay any paid Fee on a pro rata basis) in the following circumstances:-

7.3.1 If You have given false information; or

7.3.2 If You do not make an agreed payment; or

7.3.3 City Build has advised You that You need to replace your System; or

7.3.4 If circumstances arise (including health and safety issues) which make it inappropriate for the Plan to continue; or

7.3.5 If City Build gives You reasonable notice that it is going to cancel.

8. RENEWAL OF PLAN

- 8.1 The Fee payable will be reviewable by City Build upon annual renewal of the Plan and You will be notified in writing of any revised fee (Renewal Fee). Notification of the Renewal Fee will be sent to You in advance of the renewal date. Unless You otherwise inform City Build, You acknowledge that City Build will assume that You wish to renew the Plan and pay the Renewal Fee and the Plan will therefore be renewed. No action is therefore necessary if You wish to renew the Plan but You must inform City Build if You do not wish to renew the Plan.
- 8.2 City Build reserves the right to refuse renewal of the Plan or to offer a plan with a reduced level of cover at a reduced rate (details of which City Build will inform You at the relevant time).
- 8.3 Failure to pay the renewal fee will mean the Plan will expire. City Build will not responsible for providing a repairs and maintenance service when Your System has expired.
- 8.4 City Build will carry out an annual maintenance inspection on Your System free of charge so long as Your Plan is renewed within 28 calendar days of the date of renewal of the Plan.

9. CHANGE IN OWNERSHIP OF PREMISES

- 9.1 You agree that if you move premises within the period Your Plan is effective, the benefit of the Plan will remain with the premises. No refund of the Fee will be payable.
- 9.2 Upon request by You, City Build may agree in its absolute discretion to transfer the benefit of the Plan to another property which is leased by Your Homes Newcastle Ltd.

10. DATA PROTECTION AND PAYMENT CARD SECURITY

- 10.1 The Council agrees to hold all information provided by You in accordance with the Data Protection Act 1998 and all applicable law.
- 10.2 The Council agrees to comply with the Payment Card Industry Data Security Standards when processing banking transactions.

11. GENERAL

- 11.1 City Build reserves the right to sub-contract any services at its sole discretion.
- 11.2 Any notice given by one party to the other must be in writing and delivered personally or by first or second class post.
- 11.3 If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 11.4 Failure or delay by City Build in enforcing or partially enforcing any provision of these terms is not a waiver of any of its rights under these terms.
- 11.5 Neither party shall be liable to the other in respect of any event which is outside the reasonable control of the relevant party.
- 11.6 These terms can only be varied upon written agreement signed by both parties.
- 11.7 These terms and conditions shall be governed by English law and both parties submit to the exclusive jurisdiction of the English Courts.

12. DEFINITIONS

The terms set out below are defined as follows:

'Call-Out Times' means 24 hours a day, 7 days a week for responsive repairs and, for planned preventative visits, the hours of 8am — 8pm Monday to Thursday, 8am — 6pm Fridays and 8am — Noon Saturdays.

'Fee' means the annual sum of £100 or the ten-monthly sum of £10 or any revised renewal fees notified to You in writing by City Build which is to be paid by You to City Build in consideration of City Build providing the Plan.

'Main Central Heating Appliance' shall mean one of the following:- a combination boiler; or a wall mounted boiler; or a floor mounted boiler; and any other gas appliance (including gas fire(s) BUT EXCLUDING any gas cooking appliance) within Your premises and the gas supply for such from the appliance isolating valve and pump in respect of a standard private domestic gas central heating system up to a maximum output of 150,000 Btu/hr.

'Plan' means a gas servicing plan including the provision of a repairs and maintenance services in respect of Your System by CORGI (or any successor body) registered engineers as set out below which *excludes* maintenance or replacement of Your System as a result of the following events: necessary adjustments to time and temperature controls; any defect attributable to the original design of the System; any defect caused by accidental, malicious or wilful action, negligence, misuse or third party interference; any defect or damage caused by fire, lightning, explosion, flood, storm, tempest, frost, subsidence, structural repairs or other extraneous cause or resulting from a failure of the electricity or water supply; de-scaling work arising from hard water scale deposits or work caused from aggressive water; consequential loss; normal risks insured by standard household insurance.

'System' means Your Main Central Heating Appliance and, for the avoidance of doubt, *the System shall not include* any gas cooking appliances; decorative parts; any water supply from any hot water cylinder or gas appliance to (and including) the taps; the cold water supply tank, its feeds and outlets; the fabric of the building or pipe work and the flue pipe work buried within it; gas pipe work within Your premises and not within one metre of Your Main Central Heating Appliance; an improvement service to remove sludge and other waste material from Your System (PowerFlush); and any plumbing to Your Main Central Heating Appliance or to Your premises whatsoever (including without limitation radiators, pipework, cylinders and tanks).

This guarantee should be detached and retained by the Payer.

THE DIRECT DEBIT GUARANTEE

This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.

If the amounts to be paid or the payment dates change, Newcastle City Council will notify you 10 working days in advance of your account being debited or as otherwise agreed.

If an error is made by Newcastle City Council, or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your bank or Building Society. Please also send a copy of your letter to us.



Gas Servicing for Leaseholders Plan

Your details

Name _____

Address _____

Postcode _____ Tel. No. _____

Email _____

Yes, I'd like to have a safety and maintenance inspection carried out on my boiler and take up the Gas Servicing for Leaseholders plan. I have read and understood the terms and conditions.

Signed _____

Date _____

I would like to pay by 10 easy monthly instalments by direct debit **(tick box)** OR

I would like to make a one off payment by direct debit **(tick box)**

Please complete the direct debit form below.



Instruction to your Bank / Building Society to pay Direct Debits



1 Name and full postal address of your Bank / Building Society

To The Manager _____
_____ Bank / Building Society
Address _____
_____ Postcode _____

Originator's Identification Number

9	7	3	0	5	3
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5 Instruction to the Bank / Building Society

Please pay Newcastle City Council Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Newcastle City Council and, if so, my details will be passed electronically to my Bank / Building Society

2 Name of account holder(s)

3 Sort Code

- -

4 Account Number

Reference Number (office use only)

Signature(s) _____

Date _____

Bank / Building Societies may not accept Direct Debit instructions for some types of account.



