

Terms and Conditions for Care Agreements and Cover Agreements

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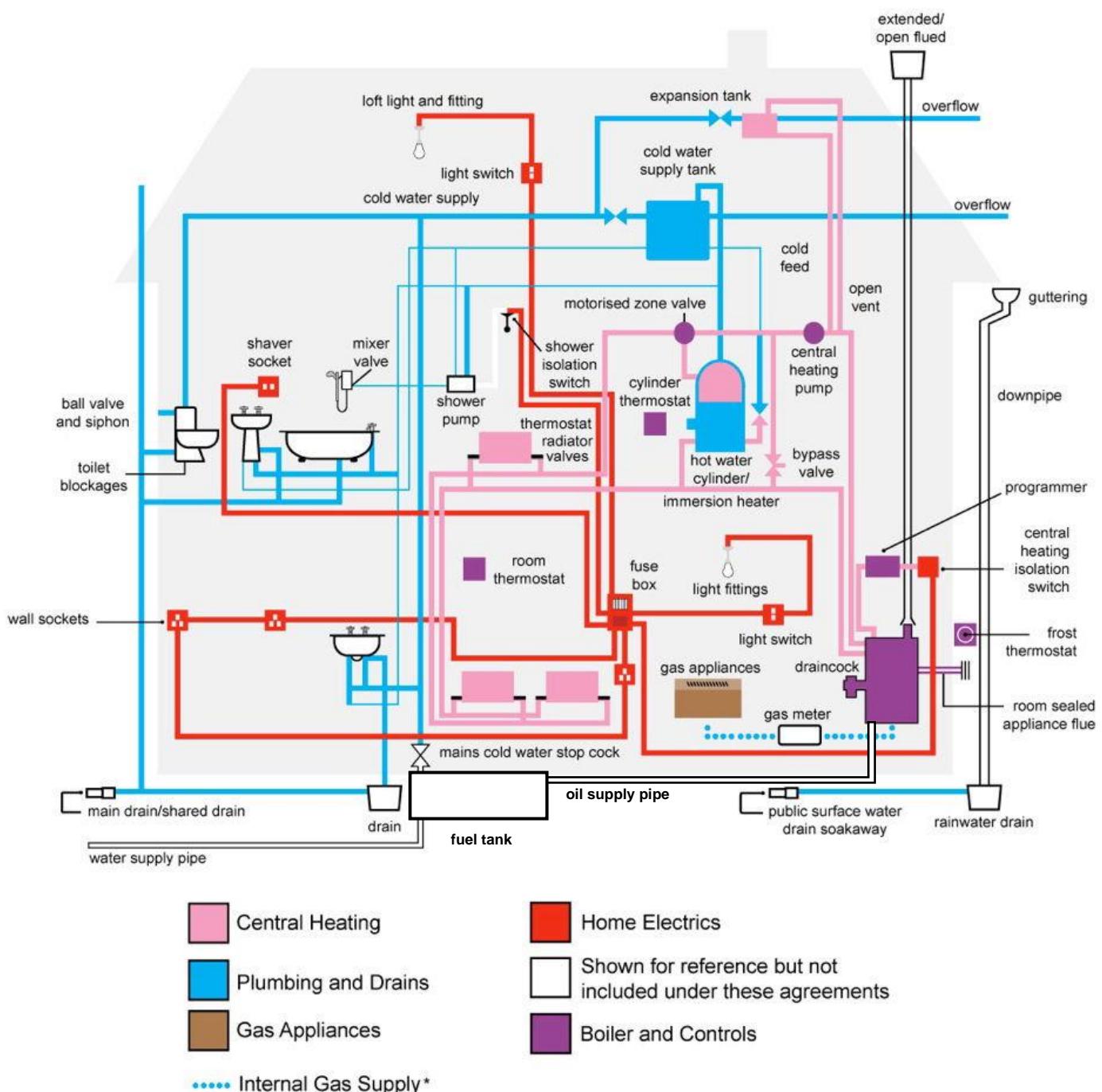
1. Introduction to Your Terms and Conditions.

You must carefully read these Terms and Conditions with Your Statement confirming the products and Agreement(s) You hold. These form the basis of Your Agreement with Us. We ask that You complete and return page 16 of the Terms and Conditions but will assume You have accepted and understood them in the absence of this completed form. Up-to-date versions are always available on Our Website. <https://www.gasboilercare.com/gas.html>. If anything needs to be corrected on Your Statement, or if You have any questions, please call Us on 0800 4087 911.

2. Queries regarding Your Terms and Conditions

All Agreements are annual renewable contracts. We hope that You will find the format straightforward and easy to follow. If You have any questions, contact Us at 0800 4087 911.

3. Diagram of what We cover.



*This applies when you take out a Platinum Care Only.

4. Definitions used in Your Terms and Conditions.

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

Agreement: Each Agreement You have with Us, whether a Care with Fixed Price Repair Agreement or a Cover Agreement.

Annual Service: This is a visit We undertake in each Period of the Agreement to check that the elements included in Your Agreement are safe and in good working order. Further details are contained in the section headed "General Conditions".

Cover Agreement: Agreements in the section headed Cover Agreements.

Care Agreement: Agreements in the section headed Care Agreements with Fixed Price Repair.

Domestic Purposes: All the Home rooms must be used for regular living purposes.

First Service: a visit We undertake towards the beginning of Your first Period of Agreement to confirm that We can accept the elements included under Your Agreement. Further details are contained in the section headed "General Conditions".

Home: Your place of residence or a Home owned by You that is a Domestic private dwelling, including any covered garage connected to Your Home.

Period of Agreement: The length of Your Agreement shown on Your Statement. Your Agreement begins when Your application is accepted in writing and typically runs for 12 months. You can add additional products to an existing Agreement. The Period of Agreement for any new products may be less than 12 months so that We can align Your products so that they all renew at the same time each year.

Our/Us/We: Prestige Solar and Heating Ltd.

Power Flush: A product that is available for purchase and designed to remove sludge and other waste from central heating Systems. Further details can be found in the "Other Products and Services" section.

Statement: a written Statement You receive from Us confirming the products You hold and the price for the products.

System: Includes Your expansion tank, pipework, cylinder, and radiators: Excludes fuel tanks, fuel supply pipes and water jackets on oil boilers.

You or Your: The person(s) named on Your Statement, together with the members of Your household who usually reside with You.

5. General Conditions that apply to All Agreements.

5.1 Periods of Agreement.

The duration of Your Agreement is shown on Your Statement. It commences when Your application is accepted. For Care Agreements, breakdowns in the first 14 days of Your first year are not included.

5.2 Price and Price Changes.

Your Agreement price is set out in Your Statement and will not change during Your Period of Agreement. We will always write to You to tell You about any change to Your price and Direct Debit instalments.

5.3 Payments.

Direct Debit payments are collected for all Agreements on the first of the month.

5.4 Renewals.

Before the end of Your Period of Agreement, We may write to You to tell You about any changes to what is included in Your Agreement or any changes to Your prices for the following year. If there have been no changes to what is included in Your Agreement, or any changes to the prices for the next year, We will not write to You. Unless You tell Us when We write to You that You do not wish to renew Your Agreement for another year, We will automatically renew Your Agreement for another year.

5.5 Domestic Use.

Agreements are only available for appliances and Systems used inside Your Home for Domestic Purposes. If You own a Domestic property which You let out, You can hold Our Agreements for Your tenanted property.

5.6 Service Coverage.

There are some areas of Great Britain where We do not currently provide Agreements. If this affects You, We will tell You when You apply.

5.7 Our Responsibilities.

We will meet Our responsibilities under Your Agreement(s) within a reasonable time unless it is impossible because of circumstances outside Our control. Suppose We are unable to meet Our responsibilities. In that case, We will endeavour to notify You, confirming why We cannot meet Our responsibilities. We will provide

You with an alternative time when We expect We can satisfy Our obligations to You. In the event of a Pandemic, Our responsibilities will be governed by the following: Department of Health and Social Care (DHSC), Public Health Agency (PHA), Public Health England (PHE), NHS England, and the World Health Organisation (WHO). The guidance they provide will be in addition to applicable legislation within the Health and Safety at work etc. Act 1974.

5.8 Boilers.

If Your Agreement includes repairs to boilers: whether We installed Your boiler or not, if We agree that Your boiler is less than seven years old and You have had continuous Platinum with Fixed Price Repair for seven years or more, We will provide a suitable new replacement boiler, on the condition that You have the original Gas Safe or OFTEC Registration Certificate for Your boiler. We will approve this if it is impossible to repair Yours because, for example, spare parts are not available, or We decide that it would cost more to repair the boiler than to replace it. Suppose We installed Your boiler, and We agree that Your boiler is seven years old or older but is less than ten years old, and You have had continuous Platinum with Fixed Price Repair for the life of the boiler. In that case, We will provide You with a suitable new replacement boiler approved by Us if it is not possible to repair Yours because, for example, spare parts are not available, or We decided that it would cost more to repair the boiler than to replace it. Outside of these circumstances or any other specific circumstances specified in Your Agreement, You are not entitled to a replacement boiler.

5.9 Gaining Access to Your property and arranging appointments.

Our engineers must always be accompanied on Your property by someone aged over 18 years, and the work area must be clear upon the engineer's arrival. It is Your responsibility if a parking permit is required to provide this on the scheduled date. Please note that any cost incurred cannot be redeemed against the policy. It is Your responsibility to allow Us access to Your property. If We cannot gain access, We will be unable to carry out the necessary work. You will need to arrange another appointment and may be charged for the no-access appointment if a parking permit is required but not provided, if the work area is not accessible, and if the engineer cannot access the property (see Section 7.10). If You do not arrange an appointment or We cannot gain access, Your Agreement will continue even though We have been unable to carry out the work. If, after several attempts, You still need to make an appointment or We still cannot gain access, We may write to You to let You know that We have cancelled Your Agreement.

5.10 Safety Advice.

Follow Our advice to ensure that We can fulfil all Our obligations to You under Your Agreement. We may advise You that permanent repairs or improvements are needed to help ensure Your appliance or System works safely (for example, to comply with Gas Safety Regulations, such as upgrading Your ventilation to meet current standards). In this case, Your Agreement will continue to run unless You tell us You would like to cancel or if We cancel it (see "Your Cancellation Rights" and "Our Cancellation Rights").

5.11 Spare Parts.

Our engineer may not carry the spare parts needed at Your appointment. We use a central stock of parts carried by national wholesalers. We can typically get hold of most items the following working day. Otherwise, We will do all We reasonably can to find and install parts from Our approved suppliers. We may use other approved parts or parts that are reconditioned.

5.12 Labour.

One of Our engineers will usually carry out the work. In some cases, We may authorise a suitably qualified contractor to carry out the work. All Our contractors carry identity cards.

5.13 Guarantees.

We guarantee to make good any faulty parts or defective workmanship for 12 months from when We complete Your repair. The rights concerning any guarantee We give You are in addition to and do not affect Your legal rights under the Consumer Rights Act 2015. You can get advice about Your rights from a Citizens Advice Bureau or Trading Standards Department.

5.14 Moving Home.

You will need to notify Us as soon as possible about any change of address. You may not be covered in a claim at Your new property. Once We have received new address details from You for Your new Home, We will transfer Your Agreement to this new address (unless You tell Us You do not want to continue with Your Agreement) and arrange a First Service for Your new Home (see 5.16). Suppose You have already received an annual boiler service at Your old address within the existing Period of Agreement. In that case, We will not automatically provide a First Service at Your new address. Your First Service at Your new address is typically

carried out within the next Period of Agreement. You may require a First Service at Your new address before the next Period of Agreement commences. We can provide this with a 50% discount at the prevailing rate.

5.15 Governing Law.

The Terms and Conditions and correspondence for all Agreements are in English. The laws of England and Wales govern Your Agreement.

5.16 First Service.

If Your Agreement includes a First Service, We will arrange to inspect Your boiler and controls or central heating System (depending on what is included in Your Agreement) to help ensure We can include them in Your Agreement and that they are safe and in good working order.

We will typically carry out Your First Service within 42 days of Your first Agreement. However, it may be later if there is a high demand for Our services, especially in colder weather.

Our engineer will fill in a service/breakdown checklist to show You that it has been inspected. If Your First Service reveals a problem (such as boilers for which We know We cannot obtain parts or Systems that are installed unsafely or are inaccessible), We may:

- a) Tell You what work is needed and what it will cost to do that work,
- b) Offer You a different product which will not include the part(s) of Your System causing the problem which We are unable to include in Your Agreement,
- c) Cancel Your Agreement and refund any money You have paid. If You have had Your appliance(s) serviced, You will be required to pay for this in full at the prevailing rate outside of Our Agreements. If the cost of the Service(s) exceeds the scheduled payments You have made up to this point, We will provide an invoice for the outstanding amount.

We will not carry out a First Service if We have already carried out a First Service or Annual Service at the same property in the previous 12 months, irrespective of any change of ownership.

5.17 Annual Service.

If Your Agreement includes an Annual Service, We will arrange to visit Your Home in the second and subsequent years of Your Agreement to inspect Your boiler and controls or central heating System (depending on what is included in Your Agreement) to help ensure that they are safe and in good working order. We aim to complete all Annual Services between March and September. In periods of high demand for Our services (such as cold weather), We prioritise breakdowns. We may need to rearrange Your Annual Service visit. If You have a breakdown in the four months before Your Annual Service is due, We may complete it at the same time We visit to repair the breakdown to Your System or appliance.

Suppose We install a boiler at Your Home. In that case, We will not be obligated to carry out an Annual Service on Your new boiler within that Period of Agreement.

5.18 Fixed Price Repair.

You pay a Fixed Price Repair (as shown on Your Statement) every time We are called out:

- To repair a fault(s) under Your Agreement,
- If We find that the cause for the visit is excluded from Your Agreement,
- If We are called out to a fault or need to repair a fault at the same time as an Annual Service,
- If We are called out to a fault or to repair a fault at the same time as the Landlord Gas Safety Certificate.

Annual Service visits and Landlord Gas Safety Certificate visits are excluded from Fixed Price Repair charges and callouts related to a previously completed fault that is still under guarantee. We will ask for pre-authorisation of any Fixed Price Repair payment by credit or debit card when We book Your appointment. This payment must be made before an engineer is dispatched. It is the landlord's responsibility to pay this; however, We will accept advance payment from the tenant to allow the engineer to attend.

5.19. Amendments and Upgrades

We require 28 days written notice to amend or upgrade an Agreement.

5.19. Chargeable works

When We invoice for chargeable works, as part of an Agreement or outside of an Agreement, payment is due as per the Payment Terms on the invoice. If You have failed to pay the invoice in full, We may refuse to attend to Your Home and any Homes You own. We may only attend to something usually covered under Your Agreement once the invoice is paid in full.

6. General Conditions – Cancellation.

6.1 Your Cancellation Rights.

You may cancel any Agreement You have with Us at any time provided You notify Us via email to:

info@kentsolar.uk.com

Or in writing to:

Prestige Solar and Heating Ltd
10 Savage Road
Lordswood
Chatham
Kent
ME5 8DY

Cancelling Your Direct Debit without notifying Us will not cancel Your Agreement with Us.

If You cancel within the first 14 days (starting from the day after You receive written confirmation of Your Agreement with Us), We will give You a full refund of any money You have paid unless We have carried out works/repairs, in which case cancellation charges will apply if the contract has begun with Your written Agreement before the end of the cancellation period (see section 6.2).

If You cancel after the first 14 days (starting from the day after You receive written confirmation of Your Agreement with Us), We will give You a full refund of any money You have paid for the time left to run in Your current Period of Agreement after the point of cancellation unless We have carried out works/repairs in which case cancellation charges may apply (see section 6.2).

If You wish to cancel Your Agreement, We will require 28 days' notice. Please specify the date You would like Your Agreement to cease considering section 6.2 of the Terms and Conditions.

6.2 Cancellation Charges and Waiver of 14 Day Cancellation Notice.

If You cancel any Agreement You have made with Us part way through Your Period of that Agreement and You have had repairs/work completed in respect to that Agreement, We may charge You a contribution towards the costs We have incurred but not yet recovered. The charge would be less scheduled payments You have already made in Your Period of Agreement but may be up to £500 Charge per type of repair/work completed for each repair/work completed. Charges will be based upon the standard charges for parts and labour for works/repairs outside of Our Agreements at the time of completion of the works/repairs per Your fuel type. Annual boiler services and Landlord Gas Safety Certificates are paid for in arrears and may occur before Your Period of Agreement for the Direct Debits commences. They will be included in the works/repairs chargeable if You choose to cancel part way through Your Agreement.

You accept this Agreement subject to the Terms & Conditions herein. You understand that You have the right to cancel within 14 days of receiving this notice. If You wish to cancel, You will provide this in writing (see section 6.1). You acknowledge that if You cancel the contract within 14 days, You will be asked to pay for any works/repairs that have been carried out or goods purchased before Your cancellation. You give Your permission for works/repairs included under Your Agreement to start before the statutory 14-day cancellation period expires.

6.3 Our Cancellation Rights.

We may cancel Your Agreement in the following circumstances:

- If You give Us false information,
- If You do not make an agreed payment,
- If We receive physical or verbal abuse,
- We find something wrong at a First Service,
- Where there are Health and Safety issues,
- Your appliance or System is not on Our approved list,
- You do not provide Us with access to Your property where required,
- We are not reasonably able to find parts for Your appliance or System,
- Permanent repairs or improvements We tell You are required and are not completed.

If We cancel during the First Service, We will give You a full refund of any money You have paid.

If the boiler has been serviced at the First Visit for a Care Agreement, there will be a charge for the boiler service even if We cannot offer You a Care Agreement.

Suppose We cancel Your Agreement at any time after Your First Service. In that case, We will refund any money You have paid for the time left to run in Your current Period of Agreement after the point of cancellation

unless We have carried out works/repairs, in which case cancellation charges may apply.

6.4 Cancellation of Direct Debit.

Suppose You cancel the Direct Debit, and We have received written notification of the request to cancel the Agreement, considering the notice period required (see 6.1). In that case, You will be charged a £25 administration fee in addition to an invoice for an unpaid Direct Debit due before the Agreement's cessation date. The outstanding amount will also be subject to interest at 8.5% APR for commercial and 3% for non-commercial.

Suppose written notification is not received (by post or email), and You cancel the Direct Debit. In that case, the initial unpaid Direct Debit will be subject to a £25 administration fee and interest at 8.5% APR for commercial and 3% for non-commercial. Subsequent outstanding Direct Debits will be subject to a £10 administration fee and interest at 8.5% APR for commercial and 3% for non-commercial.

Interest will be charged from the date the payment becomes due.

Until written notification is received, these unpaid Direct Debit amounts will continue to accrue.

After 90 days, We will proceed to legal action without further notice.

6.5 Unpaid Direct Debit when the Agreement has not been cancelled.

Suppose We cannot collect a Direct Debit, and the Agreement has yet to be cancelled. In that case, each unpaid Direct Debit will be subject to a £25 administration fee. The outstanding amount will also be subject to interest at 8.5% APR for commercial and 3% for non-commercial from the date it is due.

7. General Exclusions that apply to all Agreements.

7.1 Design or existing faults.

We will not be responsible for the cost of repairs or gaining access to make repairs where there are design faults (unless We are responsible for the design faults), faults which existed before You entered Your Agreement with Us or faults which We could not, using reasonable care and skill, identify on Our First Service of Your System or appliance. An example of fault is pipes buried under concrete floors installed incorrectly or without wrapping or movement protection.

7.2 Accidental damage/third-party damage/damage from calculated risk taking.

The cost of repairs relating to accidental damage caused is excluded.

Where work is undertaken on Your System or appliance by anyone other than Us, whether following Our advice or not, which results in damage to that or another part of Your System, for example, because of poor workmanship, the repair of any such damage will be excluded from Your Agreement.

7.3 Oversight.

Situations arising due to oversight or lack of proper attention from You, or a third party are excluded. An example may be a filling loop not closed following the topping up of the System under general maintenance.

7.4 All other losses and damage.

Unless We cause it, We will not be responsible for any loss or damage to property (including any cleaning needed) or any other type of loss caused by the System or appliance to which Your Agreement relates breaking down/failing or being accidentally damaged by You or leaking (for example, damage to fixtures/furniture caused by water leaks). If access must be made to Your System or appliance, We will fill any holes and leave the surface level. However, We will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following Our work is Your responsibility unless We have been negligent.

7.5 Making Good.

We will fill in any holes and leave the surface level where access must be made to Your System or appliance to repair. However, We will not replace the original surface or construction (e.g., redecoration).

7.6 Risks typically insured under household or other insurances.

We will not include repairing faults or damage or replacing appliances or Systems caused by freezing Weather conditions, subsidence, structural repairs, accidents, fire, lightning, explosion, flood, or storm. You should check Your household insurance to ensure you have enough coverage 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 Your other insurance or maintenance contract provider.

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.

7.7 Approved equipment.

For certain items, We maintain an approved list. We only work on oil/LPG/gas/electric appliances, central heating System controls, energy-management Systems and plastic pipes that are on Our approved list.

7.8 Third-party rights.

Nobody other than You will be able to benefit from Your Agreement, which cannot be passed to someone else without written consent.

7.9 Other Exclusions.

We will not include the following:

- Breakdowns in the first 14 days of Your first Period of Agreement,
- Replacing appliances, bathroom fixtures, showers, and sanitary ware except as expressly stated as being included under Your Agreement,
- Improvements include work needed to bring Your appliance/System up to current standards/legislative requirements. You may need to have the improvements carried out before We can complete other repairs to Your appliance/System,
- Upgrades which You may want to have carried out to improve Your appliance/System,
- Replacing or repairing parts that do not affect how the appliance/System works or decorative or specialist parts,
- Resetting controls (for example, thermostats and programmers following changes to season),
- General maintenance (for example, topping up central heating Systems, bleeding radiators, changing batteries in heating controls),
- Removing asbestos associated with repairing the appliance/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,
- Cash alternatives for Service, maintenance, or repair,
- Repairing or replacing any lead, steel, or central heating iron pipes (other than where the gas-supply pipe from meter to appliance is specified stated as being included under Your Agreement),
- The cost of repairing damage or breakdowns caused by changes to, or problems with, the gas, electricity, or water services,
- Commencing or continuing services where We reasonably consider that there is a Health and Safety risk including, but not limited to, the presence of; hazardous materials, infestations, or harassment of Our personnel, including verbal or physical abuse. We will not recommence work until the Health and Safety risk has been rectified to Our satisfaction,
- Any costs over £1,000 (incl. VAT) to gain access to Your System, built-in appliance, buried pipework, or wires to make a repair and then make good (see section 7.4),
- Costs over £1,000 (including VAT) per claim.

7.10 Chargeable Visits.

If a visit is booked on the assumption that the existing Agreement covers it, but it is found that the matter which necessitated the visit is excluded, You will be charged for the visit as per Your fuel type and Our standard charges at the time of the visit, outside of Our Agreements.

When We cannot gain access to a property or appliance, whether it is to carry out a pre-arranged Annual Service, Landlord Gas Safety Certificate or Fixed Price Repair, We may charge You for this and each subsequent no-access visit at the prevailing hourly rate.

8. Care Agreements with Fixed Price Repair.

8.1 Bronze Care with Fixed Price Repair.

(Boiler and Controls with Annual Service).

This Fixed Price Repair Agreement is designed to meet the demands and needs of householders who want protection in place in the event of various problems with their boiler and controls, on a repair and maintenance basis, including Annual Service.

The following are included in Your Agreement for Bronze Care with Fixed Price Repair.

- First Service of Your boiler in Your first Period of Agreement and an Annual Service in subsequent Periods of Agreement for Your boiler,

- Service and repairs in the event of a breakdown of a single gas or oil boiler and controls in Your Home (shown in purple in diagram 3),
- Parts and labour – if all the essential working parts are available and the appliance is on Our approved list,
- Controls operated by the customer (clock/timer, room thermostat, cylinder thermostat).

8.2 Bronze Care with Fixed Price Repair Exclusions.

These exclusions and the General Conditions and Exclusions apply (see sections 6 and 7).

The following are not included 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 Power Flush (or a similar cleaning procedure) are needed to help ensure Your appliance/System works correctly,
- Repair or replace appliance flues other than room-sealed (up to 1m in length).
- Repairing or replacing appliance flues that are not part of Your boiler,
- Servicing and maintenance of electric boilers,
- Oil tanks and oil supply pipes.

8.3 Silver Care with Fixed Price Repair.

(Boiler and Controls, Central Heating with Annual Service).

This Fixed Price Repair Agreement is designed to meet the demands and needs of householders who want protection in place in the event of various problems with their boiler and controls and central heating on a repair and maintenance basis, including Annual Service.

All the benefits of Bronze Care with Fixed Price Repair and:

- Service and repairs in the event of breakdown of a single Wet central heating (using water) or warm air gas central heating System in Your Home or an electric (repairs only) and solar thermal System if We installed it,
- Zone/motorised valve,
- Central heating pump.

8.4 Silver Care with Fixed Price Repair Exclusions.

The exclusions below are for Bronze and Silver Care with Fixed Price Repair. The General Conditions and Exclusions apply (see sections 6 and 7).

The following are not included in Your Agreement:

- Repairing or replacing parts of Your central heating System and controls specifically designed for piped or electric underfloor heating (other than warm air Systems).

8.5 Gold Care with Fixed Price Repair.

(Boiler and Controls, Central Heating, Internal Plumbing, Internal and External Drains with Annual Service).

All the benefits of Bronze and Silver Care with Fixed Price Repair and the following:

- Repairs or replacement inside Your Home and fixed external pipes if supplying water from Your Home in the event of leaks or mechanical failure (shown in blue in section 3),
- Hot and cold-water pipes from the mains stopcock inside Your Home leading to Your taps and garden taps (but not including the mains stopcock and taps themselves),
- Your cold-water storage tank,
- Leaking overflow pipes,
- Standard ball valves and toilet siphon,
- Pipes that burst because of cold weather, if they are correctly insulated,
- Central heating water pipes if there is a water leak,
- Radiator valves,
- Hot water cylinders and immersion heaters,
- Washing machine and dishwasher hot and cold flexible pipes (if they are installed to the Manufacturers' instructions),
- Parts and labour for fitting standard replacement parts. Standard replacement parts may differ from the original, for example, using a standard flush handle to replace a gold-plated flush handle unless You provide an alternative,
- Restoring flow by getting to and unblocking or repairing drainage and waste pipes, for example, unblocking sinks, waste, and rainwater drain. Pipes are included within the boundary of Your property

but only where You have the sole responsibility for the pipes (this does not include public or shared drains, even if these are within the boundary of Your property).

8.6 Gold Care with Fixed Price Repair Exclusions.

The exclusions for Bronze Care, Silver Care and Gold Care with Fixed Price Repair and the General Conditions and General Exclusions apply (see sections 6 and 7).

The following are not included in Your Agreement:

- Replacing ceramic discs in taps,
- Replacing or repairing taps,
- Bath and Shower seals/grouting,
- Repairing or replacing the mains cold water stopcock, water softeners, shower pumps and mixer valves, combined overflow and pop-up waste mechanism, mechanical pumps, water filters, swimming pools, decorative garden features, rainwater pipes and guttering, waste disposal units, macerators such as Saniflo and electrical units for toilets,
- Repair and replacement of lead and steel pipes,
- Temporarily frozen pipes which have not resulted in confirmed damage,
- Pipes that burst because of cold weather, where We have previously advised that insulation is required,
- Repairing or unblocking drains shared with another property or properties that are the responsibility of Your water company,
- Repairing or replacing utility holes, soakaways, septic tanks, cesspits, treatment plants and their outflow pipes,
- Regularly cleaning Your drains and any de-scaling of Your drains,
- Repairing or unblocking drains outside the boundary of Your property,
- Repairing or unblocking drainage and waste pipes blocked or damaged by waste products that are inappropriate to the location,
- Repairing or unblocking drains used for mainly commercial purposes,
- Making access to drain Systems points of entry (such as utility hole covers) where these have been built over.

8.7 Platinum Care with Fixed Price Repair.

(Boiler and Controls, Central Heating, Internal Plumbing, Internal and External Drains, Home Electrics with Annual Service).

All the benefits of Bronze Care with Fixed Price Repair, Silver Care with Fixed Price Repair, and Gold Care with Fixed Price Repair and the following:

- Repairs of electrical wiring and electrical fixtures inside Your Home and within outbuildings if the outbuildings do not contain a separate power supply and the wiring and fixtures have been installed correctly. Repairs cover the fixed electrical wiring System and fuse boxes, light switches, wall sockets, circuit breakers and transformers (shown in red in section 3),
- Parts and labour are included for fitting standard replacement parts. We will replace all fittings with Our nearest equivalent standard white plastic unless You supply an alternative,
- Rodent damage to wiring (property must not be unoccupied for a continuous period of 4 weeks or more) once the customer has provided a certificate from a professional extermination company to prove the property is no longer infested,
- Repairs to all gas supply pipework inside Your Home, between Your meter and any gas appliance included in Your Agreement(s),
- Repairs following breakdowns to Your Solar Photovoltaic panels and System if installed by Us,
- Maintenance Inspection at Your request once in every two-year continuous Period of Agreement.

8.8 Platinum Care with Fixed Price Repair Exclusions.

The exclusions below, the exclusions for Bronze Care with Fixed Price Repair, Silver Care with Fixed Price Repair and Gold Care with Fixed Price Repair, and the general exclusions apply (See sections 6 and 7)

The following are not included in Your Agreement:

- Repairing detectors,
- 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 rubber or lead wiring,
- Repairing or replacing Solar Photovoltaic Panels.

9. Service Only Cover.

The following is included in Your Agreement:

- Annual Service for gas or appliances (boilers, fires, water heaters, wall heaters and cookers) in Your Home. We aim to carry out all servicing between March and September, excluding appliances included in Landlord Gas Safety Certificate Cover. Each appliance included in Your Annual Service will be specified in Your Statement.

9.1 Service Only Cover Exclusions.

- This Agreement does not include any repairs. You can choose to have extra work done, but You must pay for the parts (if available) and labour,
- Repairing or replacing appliance flues that are not part of Your boiler,
- Replacing seals.

10. Home Electrics Cover.

The following are included in Your Agreement:

- Repairs of electrical wiring and electrical fixtures inside Your Home and within outbuildings if the outbuildings do not contain a separate power supply and the wiring and fixtures have been installed correctly. Repairs cover the fixed electrical wiring System, fuse boxes, light switches, wall sockets, circuit breakers and transformers,
- Parts and labour are included for fitting standard replacement parts. We will replace all fittings with Our nearest equivalent standard white plastic unless You supply an alternative,
- Rodent damage to wiring (property must not be unoccupied for a continuous period of four weeks or more) once the customer has provided a certificate from a professional extermination company to prove the property is no longer infested.

10.1 Home Electrics Cover Exclusions.

The following are not included in Your Agreement:

- Repairing controls, pumps, detectors, timers, and programmers,
- 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 rubber or lead wiring,
- Repairing or replacing Solar Photovoltaic Panels.

11. Landlord Assistance.

Landlords can purchase any of Our Care Agreements with Fixed Price Repair and the following additional Cover services for their tenanted properties.

11.1 Landlord Gas Safety Certificate Cover.

By law, Landlords must have gas appliances in properties they let checked for safety every twelve months. They should also hold a Gas Safety Record as proof. A Landlord Gas Safety Certificate is an annual one-off inspection available for gas appliances.

The following are included with Your Landlord Gas Safety Certificate Cover:

- A one-off inspection for Gas boilers, fires, and cookers,
- A Gas Safety Record.

Landlords can choose to purchase:

- Landlord Gas Safety Certificate Cover (charge covers two appliances in any one property),
- Gas Safety Certificate for individual appliances added to a Care Plan (charges are per appliance),
- Gas Safety Certificate Cover combined with Service Only Cover.

Landlords, who purchase the Gas Safety Certificate Cover and Service Only Cover, will receive their Gas Safety Certificate at the same time We carry out their Annual Service.

11.2 Landlord Gas Safety Certificate Cover Exclusions

This Agreement does not include:

- Repairs. You can choose to have extra work done, but You must pay for the parts and labour,
- Repairing or replacing appliance flues that are not part of Your boiler,

- If Service Only Cover is purchased for the boiler, but Landlord Gas Safety Certificate Cover has been purchased for two appliances, the Annual Service Certificate will be issued for the boiler only. The Landlord Gas Safety Certificate will cover the boiler and one other gas appliance at the property,
- Replacing seals.

11.3 Landlord Electrical Inspection (LEI).

The following are included with Your LEI:

- A one-off visual safety inspection of electrical wiring and electrical fixtures,
- An Electrical Inspection Certificate.

11.4 Landlord Electrical Inspection Cover Exclusions.

This Agreement does not include any repairs. You can choose to have extra work done, but You must pay for the parts (if available) and labour.

12. Care with Fixed Price Repair and Cover Agreements.

All Care with Fixed Price Repair and Cover Agreements are Agreements for services provided by Prestige Solar and Heating Ltd.

12.1 Similar Services.

Prestige Solar and Heating Ltd may introduce Agreements that provide similar services and additional benefits to those currently being provided to You under Your Care with Fixed Price Repair or Cover Agreement(s). If You pay by Direct Debit, You now request and confirm that at the next anniversary of Your Care with Fixed Price Repair or Cover Agreement(s), We may arrange those Agreements for You and then renew them annually until You notify Us otherwise. You can write to Us anytime to amend Your Agreement with 28 days' notice.

13. Using personal information (applicable to all Agreements).

Our agents or we may use information about You to do the following:

- Provide You with the services You have requested (which may include loyalty and incentive schemes We may run from time to time),
- Offer You accounts, services and products from time to time from Us and Our partners. To help Us make these offers, We may use an automatic scoring system, which also uses information about You from other credit reference agencies, as well as other companies,
- Help run, and contact You about improving the way We run any accounts, services, and products We have provided before, now or in the future,
- Create statistics, test computer systems, analyse customer information, create profiles, and create marketing opportunities (including using information about what You buy from Us and how You pay for it),
- Help to prevent and detect debt, fraud, or loss,
- Help to train Our staff; and contact You in any way (including by post, email, phone, text or multimedia messages or other electronic communications, or by visiting You) about products and services Our partners offer.

We may contact You by email, phone, text message or other electronic communication or by visiting You. When We contact You, We may use any information We hold about You. Suppose We are contacting You to tell You about any offers. In that case, We will do this in line with how You have told Us You would prefer to receive marketing information. You can ask Us to refrain from sending You any information on Our offers by contacting Us and giving Us Your account details.

We may allow other people and organisations to use the information We hold about You:

- To provide services You have asked for, which may include providing information to members of Your family or household, anyone acting on Your behalf or other people who may be interested (such as landlords or letting agents),
- As part of the process of selling one or more of Our businesses,
- To help to prevent and detect debt, fraud, or loss (for example, by giving this information to a credit-reference agency), which is described in more detail below,
- If You do not pay Your debt, We may transfer Your debt to another organisation and give them details about You and that debt,
- If We have been asked (for example, by Ofgem or a lawyer) to provide information for legal or regulatory purposes,
- As part of current or future legal action,

- As part of Government data-sharing initiatives; for example, those designed to stop fuel poverty (where people cannot afford to pay for heating and electricity),
- To help manage any loyalty or rewards schemes,
- If You hold an insurance policy, pass information to an insurer to assist Your insurance policy (including underwriting and claims, to help develop new services and to assess financial and insurance risk). We may also monitor and record any communication We have with You, including but not limited to phone conversations and emails. We do this to ensure We provide an excellent service and meet our legal and regulatory responsibilities.

Suppose We suspect someone has committed fraud or stolen energy by tampering with the meter or diverting the energy supply. In that case, We will record these details on Your account record. We may share this information with Ofgem and other interested people (such as energy suppliers, landlords and housing associations). We may use this information to make decisions about You, Your character, and how likely We think You are to pay for Your Care with Fixed Price Repair or Cover Agreements. Details may include recording sensitive personal information such as criminal offences of which You have been accused. Also, if the gas or electricity supply to Your property has previously been tampered with or if gas or electricity has been stolen, or if We suspect it has been stolen, We may take this into account when We decide what products or services, We can offer You and the Terms and Conditions We give You.

We may pass Your address, property and postcode, and details of Your gas appliances, flue, hot water cylinder, System controls and electrical installations (including details of any repairs or removals) to organisations that supervise these activities, including but not limited to Gas Safe, the ECA (Electrical Contractors Association) and OFTEC. These organisations may pass this information to local authorities to meet building regulations. They may also use this information to contact You to inspect appliances or Systems, recall faulty products and carry out audits for Health and Safety purposes. Where appropriate, We will give You, or the property owner (or both), a certificate to show that Your appliances meet building regulations.

We may check Your details with one or more credit reference and fraud prevention agencies to help Us make decisions about Your ability to make payments and the goods and services We can offer You. Below We have given a brief guide to how We, the credit reference and fraud prevention agencies, will use Your information.

Suppose You are providing information about other people on a joint application. In that case, You must ensure they agree that We can use their information to do this. We may search at credit reference and fraud-prevention agencies for information about You and the people applying. Giving Us false or inaccurate information from which fraud is identified will require us to pass Your details to credit reference and fraud prevention agencies. Law enforcement agencies (such as the Police and HM Revenue and Customs) may receive and use this information.

Other organisations and We may also access and use information about You that credit reference and fraud-prevention agencies give Us, for example:

- Check details on applications You make for credit and credit-related services,
- Check Your identity,
- Prevent and detect fraud and money laundering,
- Manage credit and credit-related accounts or services,
- Recover debt,
- Check details on proposals and claims for all types of insurance,
- Check details of employees and people applying for jobs with Us.

When credit-reference agencies receive a search from Us, they will record this on Your credit file, whether Your application is successful or not. We will send information on Your account to credit reference agencies, and they will record it if You have an account with Us; We will give details of it and how You manage it to credit-reference agencies.

Credit reference agencies will record this debt if you have an account and do not repay the money You owe in full or on time. They may give this information to other organisations and fraud prevention agencies to carry out similar checks, find out where You are and deal with any money You owe. The credit-reference agencies keep records for six years after Your account has been closed, You have paid the final debt, or action has been taken against You to recover the debt.

Suppose You want to see what information credit reference and fraud prevention agencies hold about You. In that case, You can contact the following agencies in the UK. Their information may be different, so it is worth contacting them all. They will charge You a small fee. Other organisations and We may access and use information from other countries recorded by fraud-prevention agencies.

TransUnion www.transunion.co.uk

Equifax PLC www.my.equifax.co.uk
Experian www.experian.co.uk

Suppose You give Us information on behalf of someone else. Suppose You give Us sensitive information about Yourself or other people (such as health details or details of any criminal convictions or members of Your household). In that case, You agree (and confirm that the person the information is about has agreed) that We can use this information in the way set out in this document. In that case, You can confirm that You have given them the information set out in this document and that they have given permission for Us to use their personal information in the way We have described in this section.

You are entitled to have a copy of information We hold on You and to have any inaccurate information corrected. We may charge a small fee for providing a copy of any information We hold about You. For more information about this, contact Us at: -

Prestige Solar and Heating Ltd
10 Savage Road
Lordswood
Chatham
Kent
ME5 8DY

Or email Us at info@kentsolar.uk.com
Or contact Us via Our Website www.gasboilercare.com
Or telephone Us on 0800 4087 911.

The privacy act also extends to spouses, partners and family not named in this Agreement.

14. Other products and services.

14.1 Power Flush.

You can purchase a Power Flush to remove sludge and waste from Your central heating Systems. Once You have purchased a Power Flush from Us, there will be no charge for any future Power Flush work that may be needed, provided You keep a continuous Platinum Care with Fixed Price Repair Agreement at that property.

14.2 System filters and scale reducers.

You can purchase 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, providing You keep a continuous Care with Fixed Price Repair Agreement at that property. As part of any Annual Service, if necessary, We will also clean the filter on any System filter You have installed, whether We installed it or not.

14.3 Condensate pipe kits.

You can purchase Trace Heater kits/frost protection to help protect Your condensate pipe from freezing over. Once We have installed them, there will be no charge for any future Trace Heater kits/frost protection that may be needed, providing You keep a continuous Care with Fixed Price Repair Agreement at that property. Separate Terms and Conditions apply to the products and services in this section 14.

15. Frequently asked questions.

Q. My boiler, appliance or System is old. Does my Care Plus Agreement still cover me?

A. There is no age limit on Your boiler, appliance or System, and it does not matter who installed it, providing all the essential working parts are available. If some parts are not available, We will let You know.

Q. Why do Your engineers recommend changes to my System?

A. Our engineers are highly qualified and up to date with the latest technology and legislation. Suppose they identify a possible change to Your System. In that case, they will only recommend this if it is necessary for their expert opinion.

Q. What do "Upgrades to my System" mean?

A. Upgrades are changes to Your System which will improve its efficiency or safety. Upgrades include but are not limited to replacing working radiators with improved models, replacing standard radiator valves with thermostatic valves, Power Flush, and System filters. Upgrades are not included in Your Agreement.

Q. I need a new boiler. Do I benefit from being a Care with Fixed Price Repair Agreement customer?

A. Yes, as a Care with Fixed Price Repair Agreement customer with a boiler or central heating Agreement, You may be entitled to a discount on Your Care Agreement if Prestige Solar and Heating Ltd install a new boiler.

Q. My pipes seem to be frozen. Can You offer any advice to fix these?

A. You can usually decrease thaw time by applying gentle heat to the frozen area. Wrapping hot towels around pipework can be effective or adding a non-direct heat source to the area containing the frozen pipes. Applying too much direct heat, such as a blow torch or a naked flame, can cause damage to the pipework or surrounding area and could create a fire risk; therefore, this method of thawing must be avoided. Care should be taken where electrical appliances (for example, fan heaters) are used to heat the area. Please do not use it where there is a risk of flooding or contact with water. Please see Our Common Problem page on Our Website; <https://www.gasboilercare.com/common-problems.html>.

Q. How will I know what the engineer has done at my First Service, Annual Service, or breakdown?

A. Our engineer will fill in a digital checklist kept at Our main head office. We can email this to You upon request. The engineer will explain this to You and will answer any questions You may have.

Q. My new Agreement includes a First Service. When will this take place?

A. We aim to carry out this Service within 42 days from the beginning of Your Agreement. However, We prioritise breakdowns, it can be later if there is a high demand for Our services, especially in colder periods. See also 5.14 and 5.16.

Q. I think my Annual Service is due, but I am still waiting to hear from You.

A. On or around the anniversary date of Your last Annual Service, We will contact You in writing, by email or telephone to arrange a suitable appointment. On occasions, this may happen earlier or later than You expect if there has been or if We anticipate there will be high demand for breakdown repairs.

Q. I have a problem with my boiler, but I still have heating. How quickly will the engineer get to me?

A. demand for repairs increases when it is colder, and We cannot always accurately predict when this will be. We can only sometimes get to everyone as quickly as We would like. In these circumstances, We prioritise customers based on the severity of their problem and how vulnerable they may be without heating or hot water.

Q. Why doesn't the engineer have the necessary part to fix my problem?

A. Our engineers carry a van stock of the most used parts. If a part is unavailable on the van, We aim to get what is required to the engineer as soon as possible and, in most cases, for the next day. Unfortunately, with the vast range of boilers and parts available, it is only possible to carry some parts that may be required.

Q. Why has my price changed from last year?

A. In the first year of Your Agreement, We have limited information about Your boiler, System, and usage, so Your price is based on Our average costs. In subsequent years, We have much more detailed and accurate information about Your boiler and System, which means the price We charge is tailored to You. We can be fairer in Our pricing by charging less for customers who rarely have a breakdown, have a smaller property or a boiler which is cheaper to maintain and more for customers who have frequent breakdowns and boilers which are costly to maintain.

Q. In what circumstances would You suspend or cancel my Agreement?

A. If We encounter hazardous materials or infestations, We will suspend or cancel Your Agreement until the Health and Safety risk is resolved to Our satisfaction. If We encounter physical or verbal abuse, We will suspend or cancel Your Agreement.

16. Complaints.

We will always aim to do Our best, but unfortunately, there may be times when things go wrong. If You have a complaint about any part of Our Service or Your products, please write to Us at:

Prestige Solar and Heating Ltd
10 Savage Road
Lordswood
Chatham
Kent
ME5 8DY

Or email Us at info@kentsolar.uk.com

Or contact Us via Our Website www.gasboilercare.com.

Or call Us on 0800 4087 911.

We will deal with the matter immediately. If We cannot, We will keep You regularly informed about the progress of Our investigation. If You are unhappy with Our final response, or if We have not been able to complete Our investigation within eight weeks of Us receiving Your complaint, You may wish to take the matter further. Where We cannot resolve complaints using Our own complaints procedure, as a Which? Trusted trader We use Ombudsman Services Ltd for dispute resolution. In the unlikely event of a complaint arising and You wish to refer the complaint to them, please contact Which? Trusted traders in the first instance on 0117 456 6031. For full details of Our Customer Complaints Handling Policy, visit Our Website at: www.gasboilercare.com.

17. Acceptance of Terms and Conditions of Agreement.

Please complete this form and return to Us at:

Prestige Solar and Heating Ltd

10 Savage Road
Lordswood
Chatham
Kent
ME5 8DY

Or email the completed form to:

info@kentsolar.uk.com

As the person(s) named on the Statement, I/We confirm that I/We have read and understand the Terms and Conditions of the Agreement

Name (print):

Agreement Type (print):

£FPR (if applicable):

First Line of Your Home Address:

Postcode:

First Line of Address for tenanted property: (Landlords Only)

Postcode:

Signature(s):

Date:

Office Use Only

Date Received:

Customer ID:

Smart Debit Ref: T&C 5.2