



Cowley Resident Management Organisation Ltd

Cowley House, 147 Brixton Road

London SW9 6LZ

Tel: 020-7926 0690 Fax 020-7926 0692 www.cowleymo.org

### **Gas Central Heating Contract for Homeowners**

**Basic Service Plan** - £75.00 + VAT

Or Six Standing Order Payments of £15.00 per Calendar Month

**Servicing Plus Plan** - £140.00 + VAT

Or Six Standing Order Payments of £28.00 per Calendar Month

### ***Conditions for admission into the Gas Servicing Scheme***

- Report of initial assessment of boiler
- Payment for selected Service Plan to '**Cowley RMO Ltd**' by cheque/ cash/ card
- Repairs/ servicing cannot be done until amount is paid in full

### ***Summary of coverage:***

- Yearly cover for boiler, radiators, controls and hot water systems
- Annual inspections and gas servicing certification
- Unlimited breakdowns call out normally within 24 – 48 hours
- Installation of new boiler/ heating (at a cost price)

### ***Summary Exclusions:***

- Cosmetic or third party damage
- Design or pre-existing faults
- System improvements, e.g. adding a new radiator etc.
- Back Boiler Removal
- Damage caused by sludge / scale
- Plumbing and drains
- Home electrics

### **Terms and conditions**

#### **Definitions used in your terms and Conditions**

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

**Agreement:** means the agreement you have with us, whether a Basic Plan or Service plus Agreement.

**Annual Service:** means the annual visit we undertake under this Agreement to check the elements included in your Agreement are safe and in good working order.

**Domestic Purposes:** means at least half the rooms at the 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:** for Agreements that require a First Service, means a visit we undertake towards the beginning of your first Period of the Agreement to confirm we can accept the elements included under this Agreement. Further details are contained in the section headed 'General Conditions'.

**Home:** means your place of residence or a home owned by you that is a private domestic dwelling including any covered garage connected to your home.

**Maintenance Inspection:** for Agreements that include Maintenance Inspection means a visit we undertake to check the elements included in your Agreement are safe and in good working order. Further details are contained in the section headed 'General Conditions'.

**Period of Agreement:** means the length of your Agreement shown in the summary. Your Agreement begins on the date your application is accepted and normally runs for 12 months. If you 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:** means Cowley RMO Limited which is the administrator of the agreement. and the provider of services under the Agreement.

**System Flush:** means the chemical removal of sludge and other waste build up from the central heating systems.

**Coverage Summary:** means a shortened version of your service coverage under this Agreement, the cost and your chosen method of payment.

### **General Conditions that Apply to this Agreement**

#### **Periods of Agreement**

The duration of your Agreement is shown on your Coverage Summary and will commence on the date your application was accepted. Note that for Boiler and Controls Breakdown Cover and/or Central Heating Breakdown Cover.

**(breakdowns in the first 14 days of your first year are not included).**

#### **Price and Price Changes**

The price you pay for your Agreement is set out in the Summary and will not change during the period of coverage unless legislation demands otherwise. We reserve the right to make changes to the price you pay for any future coverage and will advise you of any such changes prior to the renewal of the Agreement.

#### **Payments**

If you choose to pay by Standing Order you can pay either annually or over a period of six months which should reach us on a specific date or next working day on a monthly basis. (This will usually be the date your contract commenced). You can also choose to pay by cheque, credit card or debit card. All final charges are inclusive of relevant VAT at the prevailing rate.

## **Renewals**

Prior to the end of your Agreement, we will write to you to tell you about any changes to the Agreement or any changes to prices for the next year. Unless you tell us when we write to you that you do not wish to renew, we will automatically renew your Agreement for another year. Any payment which becomes due upon renewal must be received within 28 days of your renewal to avoid termination of cover.

## **Our responsibilities**

We will meet our responsibilities under your Agreement(s) within a reasonable time unless it is impossible because of circumstances outside of our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons why we are unable to meet our responsibilities and provide you with an alternative time when we expect we can satisfy our obligations to you.

## **Boilers**

If your Agreement includes repairs to boilers; Whether or not we installed your boiler, if we agree that your boiler is less than seven years old and you have had 3 years continuous Cowley Cover we will supply and install a suitable new replacement boiler approved by us at no extra cost if it is not possible 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.

If we installed your boiler and we agree that your boiler is seven years old or more but is less than 10 years old and you have had a Continuous Cowley Cover for the life of the boiler, we will provide a suitable new replacement boiler approved by us if it is not possible to repair yours because, for example, spare parts are not available. We will supply and install a suitable new replacement boiler approved by us at no extra cost.

Outside of these circumstances or any other specific circumstance(s) not specified in your Agreement, you are not entitled to a replacement boiler at no additional cost.

## **Maintenance Inspection**

If you are a boiler and controls/central heating customer entitled to a Maintenance Inspection. For customers entitled to a Maintenance Inspection (but not an Annual Service) your Maintenance Inspection will be dependent on you contacting us to arrange it and the scheduling will be dependent on our workload.

## **Gaining access to your property and arranging appointments**

Our engineers need to be accompanied in your property at all times by someone aged 18 years or older. 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 and you will need to arrange another appointment. 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 have not made an appointment or we still cannot gain access, we may write to you to let you know we have cancelled your Agreement and you will not be entitled to a refund.

## **Safety advice**

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). If you do not follow our advice, it may mean that we are unable to fulfil all of our obligations to you under your Agreement. In this case, your Agreement will continue to run unless you tell us you would like to cancel or if we cancel (see 'Your Cancellation Rights' and 'Our Cancellation Rights').

## **Spare parts**

If our engineer does not carry the spare parts needed on the day of your appointment, we use a central stock of 30,000 parts which means we can normally get hold of most items within 2 working days. Otherwise, we will do all we reasonably can to find and install parts from our approved suppliers. We may use other approved parts that have been reconditioned by the original manufacturer.

## **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 of our contractors carry identity cards.

## **Guarantees**

We guarantee to make good any faulty parts and/or defective workmanship for a period of 12 months from the date we completed your repair. The rights in relation to any guarantee we give you are in addition to, and do not affect your legal rights under the Sales 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.

## **Governing law**

The terms and conditions for all Agreements are written in English and all correspondence entered into shall be in English.

**Your Agreement is governed by the laws of England and Wales.**

## **First Service**

If your Agreement includes a First Service, we will arrange to inspect your boiler and controls/gas central heating system/gas appliance (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 normally carry out your First Service within 42 days of your first Agreement, although it may be later if there is a lot of demand for our services especially in colder weather. Our engineer will fill in a service/breakdown checklist to show you what 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:

- Tell you what work is needed and what it will cost to do that work;
- 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; or
- Cancel your Agreement and refund any money you have paid. 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.

## **Annual Service**

If your Agreement includes an Annual Service, we will arrange to visit your Home in the second and subsequent year(s) of your Agreement to inspect your boiler and controls/gas central heating system/gas appliance (depending on what is included in your Agreement) to help ensure that they are safe and in good working order. We will normally complete your Annual Service around twelve months from the date of your last Annual Service. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit. If you have a breakdown in the three 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. We will not normally carry out an Annual 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.

## **General Conditions– Cancellation**

### **Your Cancellation Rights**

You may cancel any Agreement you have with us at any time provided you notify us by contacting our office on 0207 926 0690/0697 and you also cancel your Standing Order.

If you cancel your Standing Order without notifying us this 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 a repair in which case cancellation charges will apply.

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 a repair in which case cancellation charges will apply.

If you cancel your Agreement you have with us part way through your Period of that Agreement and you have had work completed in respect to that Agreement, we may charge you a contribution towards the costs we have incurred but not yet recovered.

- Less any Excess and/or Fixed Fee payments you have made for each repair;
- Less all the scheduled payments you have made in your Period of Agreement and;
- The total of any cancellation charges will not exceed your annual price as specified on your Statement.

### **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;
- 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 and relevant required repairs or improvements we advise are not completed.

### **General Exclusions that apply to this agreements**

#### **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 into 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. For example, pipes buried under concrete floors that have

been installed incorrectly or without wrapping or movement protection. Accidental damage/third-party damage/damage from intentional risk taking except where accidental damage caused by you is specifically stated as being included under your Agreement, the cost of repairs relating to damage caused by you is excluded. Where work is undertaken on your system or appliance by a third party, whether or not following our advice, which results in damage to that or another part of your system as a result of poor workmanship, the repair of any such damage will be excluded from your Agreement.

### **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/ failing, including any cleaning needed or damage to fixtures/furniture (for example, damage caused by water leaks).

### **Making good**

We will fill in any holes and leave the surface level where access has to be made to your system or appliance, in order to carry out a repair, but we will not undertake any superficial surface work (e.g. redecoration). We will not assume any risks normally insured under household or other insurances except and only to the extent specifically stated as being included under this Agreement; for purposes of specificity the following risks are not covered by this agreement; the repairing of faults, damage or the 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 ensure you have sufficient cover in this regard.

### **Care Agreements**

All Care Agreements are agreements for services provided by Cowley RMO Limited.

### **Boiler and Controls, Central Heating and Gas Appliance Care/Check**

The following are included in your Agreement:

- Service and repairs in the event of breakdown of a single gas boiler and controls in your Home
- Parts and labour – as long as this is part of your cover and all the essential working parts are available and we have approved your appliance.
- Boiler replacement under the circumstances and in accordance with the terms of the 'General Conditions
- First Service of your boiler in your first year and Annual Service of your boiler in subsequent years.
- Costs up to £1,000 (including VAT) we would incur to get access to your system/appliance in order to make a repair, (for example, pipes buried in walls or 'built-in' appliances) and making good. Making good damage caused by gaining necessary access means filling or plastering to make level but excludes any redecoration which will be your responsibility. We do not include the cost of getting to your appliance where your system is inaccessible due to a design fault.

The General Conditions and Exclusions below apply;

### **Central Heating Care**

The following are included in your Agreement:

- Service and repairs in the event of breakdown of a single gas boiler and controls and wet system (using of water) in your Home

- First Service of your boiler and central heating system in your first period of Agreement and an Annual Service of your boiler and central heating system in subsequent Periods of Agreement.

### **Gas Appliance Care**

The following are included in your Agreement:

- Service and repairs of gas appliances e.g. fires, water heaters, wall heaters and cookers in your Home. Each of the appliances included under your Agreement will be specified in your Statement.
- Parts and Labour – as long as all the essential working parts are available and we have approved your appliance.
- Annual Service of your appliances.

### **Gas Appliance Check**

The following are included in your Agreement:

- Annual Service for gas appliances e.g. boilers, fires, the appliances included in your Annual Service will be specified on your Certificate.
- This Agreement does not include any improvements to your system. You can choose to have extra work done, but you will have to pay for the parts **(if available)** and labour.

### **Complaints**

We will always aim to do our best to provide a responsive, effective and reliable service but unfortunately there may be times when things go wrong. If you have a complaint about any part of our service or products we have provided, please telephone us on; **0207 926 0690/0697** or **write to us at:**

**Cowley Resident Management Organisation,  
147 Brixton Road  
London,  
SW9 6LZ**

What the service will comply with:

- Gas servicing will comply with the one- year statutory inspection date relevant to each individual leaseholder
- Issuing of CP12's (Gas Certificate)
- Emergency breakdowns will take priority- a guaranteed response time of within 24 hours during winter months
- Normal breakdown will comply within the statutory 72 hours service

**For and On Behalf of Cowley RMO**

**Kehinde Olutade  
Quality & Monitoring Officer**

Date: 31/03/15