

**A C Gas**  
**GOLD STAR MAINTENANCE PLAN AGREEMENT TERMS & CONDITIONS.**

'A C Gas' means: A C Gas and any authorised representative.

'Customer' means: the person who signed this agreement or their authorised representative.

A C Gas may amend these Terms & Conditions at any time. Changes will be notified to all Customers and continued payments thereafter are acceptance of the amended Terms & Conditions. Only A C Gas may amend these Terms & Conditions.

'This agreement is between A C Gas and the Customer.

'Covered' means: subject to the benefits of this agreement in accordance with these Terms & Conditions.

'Covered address' means: the 'Customer's Address' or addresses listed on an attached 'Multiple Addresses Form', as cited at the bottom of this agreement.

'Modify or upgrade' means: install new equipment, alter the existing equipment or install new components in order to improve the performance of the existing equipment or associated system, or replace obsolete components with suitable replacements.

'Equipment' covered by this agreement is the boiler, controls, radiators, and all equipment and components associated with the central heating system installed at the covered address.

'Equipment specifically not covered' is water storage tanks, hot water cylinders, expansion vessels, hot & cold water supply pipes, hot & cold water taps or any other gas/plumbing fittings/appliances installed at the covered address that is not listed in the paragraph above.

The purpose of this agreement is that in return for a monthly payment, A C Gas will, within reasonable time, repair the covered equipment if it becomes defective due to fair wear & tear.

The Customer shall every month by Bank Standing Order pay A C Gas a charge set by A C Gas. The charge is subject to increase from time to time as decided by A C Gas and such increase will be notified to the Customer by A C Gas before it becomes payable.

A C Gas will carry out a free annual inspection and service the covered boiler. One inspection/service is free of charge with every twelve consecutive payments received. If an agreement is terminated and an annual service has already been carried out, the service will be charged for at the current rates minus 5% for every payment already received. If the annual service has not been carried out at the time of termination, no further discounts/refunds will be due.

If requested, A C Gas shall issue a service report following the annual inspection and/or a 'Gas Safety Record' (GSR) if the equipment covered is in a tenanted property. By law, GSR's require an inspection of all appliances installed at the subjected property. This inspection of additional appliances is minimal and must not be mistaken for a full service. Additional appliances will be serviced upon request subject to our normal charges. Customers are advised that all gas appliances must be serviced at intervals as guided by the manufacturer or at least once per year.

A C Gas may at any time name components, parts of equipment or appliances that are no longer suitable for cover. Such items will be covered on a labour only basis and the cost of these items will be charged for at normal retail prices. Labour to repair or replace these items will not be charged for. A C Gas may at any time offer a 'labour only cover' (at the same price as full cover) for equipment considered to be at high risk of failure or very old. Customers will receive notification in writing (normally via a service report sheet) identifying any items no longer covered or intended 'labour only cover'. If any covered equipment is subject to 'labour only cover', all parts or materials used in repairing any equipment will be subject to charge at normal retail prices. There will be no charge for labour.

Subject to these Terms & Conditions, if the covered equipment fails to function due to fair wear & tear, A C Gas will attend to the fault within 24 hours of receiving notification of the fault. A C Gas will endeavour to repair or replace defective components as necessary in order to eliminate the fault and will make no additional charge for such repair/replacement.

A C Gas will not be responsible for any delay in obtaining replacement parts. A C Gas reserves the right to use its normal parts supplier or any other parts supplier it so chooses regardless of the availability of parts at other suppliers.

The agreement shall commence upon the receipt of the first monthly payment to A C Gas

The agreement is continuous and shall only cease when either party (A C Gas or the Customer) gives notice of at least 7 days or it shall cease immediately upon failure of any payment.

A C Gas will not be liable for any fault caused by: misuse of any equipment, equipment used in a manner other than as instructed by the manufacturer, and for the use of equipment other than for the purpose it was designed. A C Gas will not be liable for any installation fault or any fault that has occurred due to the design of an appliance, associated system or equipment.

A C Gas will not modify or upgrade any appliance or associated equipment free of charge, whatever the reason.

A C Gas will not replace free of charge, any boilers, radiators or gas appliances, which are defective due to old age. (Old age means any equipment that is over 15 years old and/or for which the manufacturers no longer produce a full list of spares).

A C Gas will not repair or replace any equipment free of charge if that equipment has become defective due to extreme weather conditions, storm, any other Act of God, any build up of scale, corrosion, black sludge, or for any other reason other than fair wear & tear.

A C Gas will not be liable for repairing or replacing free of charge any decorative or cosmetic parts or trims or any equipment for reasons of appearance.

A C Gas will not repair or replace any equipment free of charge that was defective before the commencement of this contract.

A C Gas will not attend to any equipment free of charge for the purpose of re-lighting pilots or re-setting thermostats or any other controls, which are designed to be re-lit, re-set or adjusted by the user, except any such control that is defective due to fair wear & tear.

A C Gas will not be liable for any defect or equipment if, since the commencement of this contract, any person not authorised by A C Gas works on any equipment covered.

A C Gas will not replace any equipment or be liable for any repair if that defective equipment is obsolete or any part of it is no longer available.

A C Gas will not repair any fault free of charge that has occurred because work recommended by A C Gas has not been completed.

A C Gas will not repair any fault free of charge if annual inspection appointments have not been adhered to or A C Gas has not been allowed access by reasonable appointment to inspect the equipment.

A C Gas will not be liable for any damage caused to any person or property by any defect of any equipment covered by this contract.

A C Gas will not repair or replace free of charge any equipment not covered including expansion vessels. (Expansion vessels are part of sealed systems including most combination boilers. They cannot normally be repaired/replaced and when defective, additional vessels have to be installed.)

---

I agree to these Terms & Conditions (above & over) and wish to commence/continue with the Gold Star Maintenance Plan Agreement.

Signed.....Print.....Date.....

Customer Address .....

.....

POSTCODE.....TELEPHONE/S.....

Additional signature required from landlords, property agents and/or multiple property owners.

I am responsible for more than one property and have listed all of the properties to be covered (including my own if required) on the attached 'Multiple Addresses Form'.

Signed.....Print.....Date.....

**Return the entire sheet to: A C Gas, 39 The Avenue, Rubery, Birmingham. B45 9UE**