

Terms and conditions

This version v1.5 - 27th January 2020

While this is the legal bit of your contract, we have tried to write it in a way that is clear and easy to understand. Please read these Terms and Conditions carefully as this is the basis of your agreement with us. If there is anything you are not sure about in your contract, please get in touch with our Customer Success Team. We would love to hear from you.

Your contract is bound by the laws of the country in which your home is located - England, Wales, or Scotland.

This contract forms a maintenance service agreement between you and Mcr Gas LTD. We are a company registered in England and Wales (company number 11548289. Gas Safe: 631303 at 10 Windsor Drive, Bury, Greater Manchester, BL82DB.

Any repairs and replacements detailed in this agreement which are provided outside the annual service are provided at the absolute sole discretion of Mcr Gas LTD.

Some phrases that we use in these terms and conditions have specific meanings. If you're unsure about the words that appear in bold, take a look at the list of definitions found in the "definitions" tab below.

Your Boiler

What is included

- a welcome service and/or annual service; and
- adding an inhibitor if we have drained your system down. An inhibitor is a liquid which helps to slow down any internal corrosion of your central heating system.

It may also include the following repairs and replacements, however as this is a maintenance contract (rather an insurance contract) any repairs or replacements will be carried out at our sole discretion (see section 7):

Boiler

Repairs to:

- a single natural gas boiler in your home that is designed for residential use and has a heat output of up to 70kW.

Flue

Repairs to the flue including the flue terminal, up to three metres in length.

We will arrange a replacement of the existing flue, including the flue terminal up to three metres in length if we can't repair it.

Controls

Repairs to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange replacement controls if our heating experts or engineers advise that we can't repair them.

What is not included - there are some things that we unfortunately cannot protect

Sludged up Boiler and Central Heating system

We won't be able to repair damage caused by limescale, sludge or other debris if our heating experts or engineers have advised you that you need to carry out repairs or a MCR GAS Powerflush.

Wider Gas Central Heating

RADIATORS AND DESIGNERS RADIATORS ARE NOT COVERED UNDER ANY CONTRACT.

GAS SUPPLY PIPEWORK.

DAMAGE TO ANY GAS SUPPLY PIPEWORK OR GAS ESCAPE INVESTIGATION WILL BE CHARGEABLE.

Repairing or replacing your central heating system. This is covered by our separate Your Heating care package.

Wifi or hub issues

Repairing or replacing any network hub, smart speaker, voice-controlled equipment or any WiFi-related issues. The best people to help you with this are your network providers, who will have in depth knowledge in this area.

Swimming Pools, Heat Pumps and Underfloor/ Outdoor Heating

- **Any part of your boiler and controls which directly supplies a swimming pool.**
- **Repairing or replacing air or ground source heat pumps.**
- **Repairing or replacing any systems or controls designed for underfloor or outdoor heating.**

Please note:

For the avoidance of doubt, this is a maintenance agreement for services supplied at our absolute sole discretion. This is not a contract or insurance, a guarantee or an insurance policy.

Your Heating

What is included

- a welcome service and/or annual service; and
- adding an inhibitor if we have drained your system down. An inhibitor is a liquid which helps to slow down any internal corrosion of your central heating system.

It may also include the following repairs and replacements, however as this is a maintenance contract (rather an insurance contract) any repairs or replacements will be carried out at our sole discretion (see section 7):

Boiler

Repairs to:

- a single natural gas boiler in your home that is designed for residential use and has a heat output of up to 70kW.

Flue

Repairs to the flue including the flue terminal, up to three metres in length.

We will arrange a replacement of the existing flue, including the flue terminal up to three metres in length, if we can't repair it.

Controls

Repair to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange replacement controls if our heating experts or engineers advise that we can't repair them.

Gas Supply Pipe

Repairs to the gas supply pipe.

We will arrange a replacement gas supply pipe if our heating experts or engineers advise that we can't repair them.

Wider Gas Central Heating

Repairs to:

- **Expansion tank, bypass and radiator valves;**
- **The pipes that connect the central heating system, for example, the pipes that connect to your radiators or cylinders.**

What is not included - there are some things that we unfortunately cannot protect

Sludged up Boiler and Central Heating system

We won't be able to repair damage caused by limescale, sludge or other debris if our heating experts or engineers have advised you that you need to carry out repairs or a Mcr Gas Powerflush

WiFi or hub issues

Hot water cylinders and any immersion heater and its wired in timer switch;

Repairing or replacing any network hub, smart speaker, voice controlled equipment or any WiFi-related issues. The best people to help you with this are your network providers, who will have in depth knowledge in this area.

Showers and Taps

Repairing your showers and taps, their parts and pumps.

Battery Replacements

Resetting your controls or replacing your batteries (but we can show you how to do this).

Swimming Pools, Heat Pumps and Underfloor/ Outdoor Heating

- **Any part of your boiler and controls which directly supplies a swimming pool.**
- **Repairing or replacing air or ground source heat pumps.**
- **Repairing or replacing any systems or controls designed for underfloor or outdoor heating.**

Please note:

For the avoidance of doubt, this is a maintenance agreement for services supplied at our absolute sole discretion. This is not a contract or insurance, a guarantee or an insurance policy.

Your Home

What is included

- **a welcome service and/or annual service; and**
- **adding an inhibitor if we have drained your system down. An inhibitor is a liquid which helps to slow down any internal corrosion of your central heating system.**

It may also include the following repairs and replacements, however as this is a maintenance contract (rather an insurance contract) any repairs or replacements will be carried out at our sole discretion (see section 7):

Boiler

Repairs to:

- **a single natural gas boiler in your home that is designed for residential use and has a heat output of up to 70kW.**

Flue

Repairs to the flue including the flue terminal, up to three metres in length.

We will arrange a replacement of the existing flue, including the flue terminal up to three metres in length, if we can't repair it.

Controls

Repairs to the controls that make the boiler work, including the programmer, any thermostats, motorised zone valves and central heating pump.

We will arrange replacement controls if our heating experts or engineers advise that we can't repair them.

Wider Central Heating

Repairs to:

- **Expansion tank, radiators, bypass and radiator valves;**
- **Hot water cylinders and any immersion heater and its wired in timer switch; and**
- **The pipes that connect the central heating system, for example, the pipes that connect to your radiators or cylinders.**

Plumbing

Repairs to the plumbing system on your home including:

- **Your hot and cold water pipes between your internal stopcock up to but not including your taps, garden taps or the flexible pipes to your kitchen appliances**
- **Cold water tanks, toilet siphons, isolation, ball and radiator valves; and**
- **Your water supply pipe from the boundary of your property to your home.**

We will arrange a replacement of the parts if our plumbing experts or engineers advise that we can't repair them.

Drains

Repairs to the drainage system on your home including:

- **Repairing and unblocking drains to restore flow, including toilets**
- **Repairing leaks to internal waste water pipes and external soil and vent pipes**
- **A replacement of parts that we can't repair**

What is not included - there are some things that we unfortunately cannot protect

Sludged up Boiler and Central Heating system

We won't be able to repair damage caused by limescale, sludge or other debris if our heating experts or engineers have advised you that you need to carry out repairs or a Mcr Gas Powerflush

Gas Supply Pipe

Repairs to the gas supply pipe.

We will arrange a replacement gas supply pipe if our heating experts or engineers advise that we can't repair them.

WiFi or hub issues

Repairing or replacing any network hub, smart speaker, voice controlled equipment or any WiFi-related issues. The best people to help you with this are your network providers who will have in depth knowledge in this area.

Showers and Taps

Repairing your showers and taps, their parts and pumps.

Battery Replacements

Resetting your controls or replacing your batteries (but we can show you how to do this).

Swimming Pools, Heat Pumps and Underfloor/ Outdoor Heating

- **Any part of your boiler and controls which directly supplies a swimming pool.**
- **Repairing or replacing air or ground source heat pumps.**
- **Repairing or replacing any systems or controls designed for underfloor or outdoor heating.**

Bathroom and water related items:

- **Repairing or replacing**
- **Sanitary ware - which is ceramic such as sinks, lavatories or toilet bowls**
- **Seals and grouting, which generally fill gaps between tiles**
- **Spa baths, water softeners, water filters, water meters, waste disposal units and taps**
- **Water Pumps that are designed to boost your mains water pressure**

- **Water pipes between your home and any detached outbuildings on your property and any water supply pipe that doesn't supply water to your home**

Garden items

- **Repairing or replacing**
- **Fountains, ponds or water features, garden irrigation systems**
- **Rainwater pipes, guttering and frozen pipes that need defrosting where there is no other damage**
- **Plumbing in your outbuildings if the supply is provided by a separate mains connection than to your home**
- **Manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes**
- **Cleaning and descaling your drains and shared drains**

Repairing or replacing:

- **Storage and panel heaters, underfloor heating**
- **Solar panels and solar inverter**

Please note:

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Packages for Landlords

Landlords can buy any of our packages, Your Boiler, Your Heating or Your Home and in addition to the services provided by these packages will also receive a Landlords Gas Safety inspection on all the gas appliances in the home. After completing the inspection, we will issue the Landlords Gas Safety Record (LGSR). We will normally do the inspection of any additional gas appliances at the same time as we carry out the annual service or welcome service of your Gas Boiler.

Landlord Gas Safety Record (LGSR)

If you're a landlord, it's a legal requirement that you have a valid Landlord Gas Safety Record for the gas meter, gas pipework and all the gas appliance(s) in your home.

What's included

- **An inspection of your gas meter, gas pipework and gas appliances in your home**
- **A Gas Safety Certificate for your gas meter, gas pipework, gas boiler and gas appliances. We can email the Gas Safety Certificate to you and your tenant too if you prefer.**

The Gas Safety Certificate will include all details where any gas meter, gas pipework or gas appliances have failed the safety inspection. We will normally give you a quote for any work that needs doing to ensure that your gas appliance(s) pass the inspection.

What's not included

Repairs or a replacement of your gas meter.

Repairs or a replacement of gas appliances (unless gas fire protection bought as an optional extra).

The cost of re-inspecting any of the failures detailed on your Landlord's Gas Safety Record.

We can only give you a Gas Safety Certificate for gas boilers or gas appliances we have actually inspected.

Optional Extras

Gas Fires Protection

You can choose to add gas fire protection to your care package. You can see how many fires you have protected on your statement.

What's included

- **Repairs to the gas fire. The flue including the flue terminal up to one metre in length.**
- **An annual service.**

What's not included

- **Replacement of your gas fire should we be unable to fix it.**
- **Repairing or replacing the flue or flue terminal for any open flued appliances or if the flue is over one metre in length.**
- **Any pre-existing faults.**
- **Gas fires without a flue**

Definitions

Phrase Word	Definition
annual service	a check-up of your gas boiler, central heating and ventilation each year to make sure it is working safely in line with the relevant laws and regulations.
approved list	a list of the boilers or parts that we can repair or replace. If you have an older boiler, there is a chance that we may not be able to get hold of all the parts we need.
authorised contact	any person who you've agreed can act on your behalf to make arrangements under your contract.
boiler and controls	a single natural gas boiler in your home that's designed for domestic use and has a heat output capacity of up to 70kW. This includes the flue and the controls that make it work, including the programmer, any thermostats, motorised zone valves and central heating pumps.
care packages	the various packages Mcr Gas offers, like Your Boiler Care Package, Your Heating Care Package, Your Home Care Package and Landlord Care Packages.

Phrase Word	Definition
central heating	the heat and hot water system in your home – this includes your radiators, expansion tank, bypass and valves, system filters, cylinders (tanks that store hot water), any immersion heater and its wired-in timer switch, and the pipes that connect them.
contract	all the bits and pieces that together form the basis for us working together. This includes your agreement to take out care packages with us, as shown on your statement.
contract period	the total length of the contract from the day your contract starts until your contract ends, as shown on your statement.
call out fee	the amount you've chosen to pay towards completed repairs or replacements. You will only pay this once for each fault within the contract period. Our engineers will use their expert judgement to assess whether it is the same fault.
existing faults	any problems with the boiler that our experts judge to have happened before the start of your contract.
Flue	the pipe used to remove waste gases produced by the boiler
gas supply pipe	the pipe that connects your gas meter to your gas boiler and other gas appliances you have in your home.

Phrase Word	Definition
home electrics	electrical wiring, fuse boards and electrical fittings inside and outside your property.
Mcr Gas Powerflush	a process designed to remove sludge and other debris from your central heating.
Home	a building designed for residential use that you live in or rent out for someone else to live in, including any attached garage or conservatory.
Repairs	Fixing your system following a non-cosmetic fault or breakdown, which stops your system from working properly, or makes it unsafe.
residential use	A building where fewer than half of the rooms are used for any type of commercial purposes. We can only cover it if the total output of all boilers combined is less than 70kW.
replace / replacement	changing your boiler, appliances or parts with a Mcr Gas approved standard alternative. We'll give you parts with similar functionality but not necessarily an identical make and model or type of fitting.
plumbing and drains	the system of pipes, tanks and fittings for the water supply and sanitation in a building.

Phrase Word	Definition
Sludge	the natural build-up of deposits in your boiler or central heating system as it corrodes over time.
statement	the document that shows the care packages you have with us, the contract period, how much you're paying and any call out fee.
stopcock	a valve for turning off and on the cold water system in your home. also known as stop tap or stop valve.
System	a particular area of the home that we have agreed to protect. Depending on your care package, these are the boiler and controls, central heating, plumbing and drains and home electrics.
welcome service	an initial check of your boiler and controls to check that it is working properly. We also conduct an annual service at the same time.

1. When your contract begins

Start of the contract

Once you have completed signup, we'll send you an email confirming when your contract starts.

2. Paying for your care packages

Payments

You can pay for your contract yearly or monthly by Direct Debit. All of our prices include the relevant taxes at the current rate.

Prices and price changes

Your statement shows the price of your contract. That price won't go up or down over the contract period, unless:

- **you change your contract or packages; or**
- **the Government changes the relevant tax rate.**

We will let you know if there are any changes to the price of your contract.

If you miss any payments

Before we book your annual service or any repair, we will need you to pay for any unpaid payments and we may not visit the home before these are paid.

3. Keeping us up to date

Moving home

Please tell us your new address as soon as possible after you move home because the contract you have with us is based on your

current home. Depending on the circumstances, we may start a new contract; transfer your current contract to your new address; or if you ask us to, cancel your current contract.

Changes to your home or boiler

It's your responsibility to let us know if there are any changes to your contact details including telephone number, address or email. If you change your boiler during your contract period, please tell us so that we can check whether your new boiler is on our approved list or not. Your package will continue as normal until you inform us. If we can't cover your new boiler or appliance, we might need to cancel or change your package. It is your responsibility to check that you still need the same level of care. (This may not be the case if your new boiler has a manufacturer's warranty).

4. Safety and security

Getting into your home

To ensure the comfort and safety of our customers, our engineers will only work on your home if there's someone 18 years or older there the whole time. They must be able to give instructions to our engineer on your behalf.

It's your responsibility to arrange for us to access your home. If we can't access your home, you will need to rearrange the appointment. If you don't arrange a new appointment, your contract will still continue. After three failed attempts to get into your home, we may cancel your contract, but we'll make sure we let you know beforehand.

Safety risks in your home

We won't start or continue doing any work in your home if we believe there's a health and safety hazard. We will only return to finish the work if that risk is gone. Asbestos needs to be removed before we

can repair your boiler, central heating or gas supply pipe. You will also need to arrange and pay for someone else to remove the asbestos and give us a Certificate of Reoccupation, which proves that all asbestos has been removed in line with legislation and it is safe to return to the home. Only after this can we start working again.

Under warranty from a third party

If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty. We will not be liable if any work we conduct on your boiler or system does not comply with the manufacturer's warranty.

Authorised contacts

If you want to appoint an authorised contact, please let us know who they are so that we can note it on your contract, and we can communicate with that authorised person when required.

Manufacturer's security instructions

It's your responsibility to follow manufacturer's security instructions related to internet or mobile connected devices which are used to communicate with boilers, appliances or systems covered under this contract.

Getting access and making good

Our engineers will let you know if we need to remove cupboards or make holes in original surfaces in order to make a repair. We will COVER THE COSTS FOR gaining access or repairing damage we cause by replacing items such as cupboards or filling in any holes. We won't be able to completely make good by replacing or restoring the original surface, e.g. tiles, floor coverings, decoration, grass or plants.

5. Your service visits

Welcome service

If your care package includes a welcome service it is usually carried out within the first 28 days of you taking out the care package or changing address. At the welcome service our engineer will check that your boiler is on our approved list, was installed according to manufacturer's instructions and your boiler or central heating and ventilation don't have any existing faults.

If we confirm that your system does not have any existing faults we will then carry out an annual service.

If we find your existing boiler and controls is not on the approved list or it has an existing fault, depending on the circumstances, we'll either:

- **offer you a different care package; or**
- **cancel your contract or care packages; or**
- **tell you what needs to be done to fix it and give you a quote for the cost of the repair. Once we or someone else has fixed it then we can then cover you.**

There are cases where we will not need to carry out a welcome service:

- **If we've already carried out a welcome service or an annual service at your address in the last twelve months, even if you have just moved in**
- **If you are switching your Boiler and/or Central Heating Plan from a different supplier and you've had an annual service within the last 12 months, or**
- **If we've installed a new boiler for you, we don't need to do a welcome service.**

We can still carry out a welcome service if you specifically ask for one.

If you need a welcome service, you will not be able to request a repair until we have carried out the welcome service.

Annual service

Your annual service may include testing the gas your boiler produces. If it is necessary to take your boiler apart to adjust or clean it, we'll do so. When we complete the annual service, our engineer will give you, or we will send you a checklist that shows you exactly what we've looked at as part of the annual service. If we find a problem or

fault that needs to be fixed, we'll tell you about it and we will fix it at the time or at a subsequent callout.

We'll attempt to contact you or your authorised contact to arrange your annual service. After the third failed attempt to contact you or your authorised contact, it is up to you to rearrange your annual service and you will not be refunded for the cost of the missed annual service. You can still contact us at any time within the period of your contract to rearrange your annual service.

Your annual service may be more than 12 months after your last service visit.

We will carry out an annual service at the same time as a welcome service, if we do one.

In periods of local or national high demand for our services (usually due to cold weather), we will prioritise breakdowns and therefore we may need to rearrange your annual service.

We will carry out an annual service at the same time as a welcome service, if we do one.

If your care package has a call-out fee, we will have to pre-authorise payment before we make any repairs.

Landlords/Tenant occupied homes

Your tenants or letting agents can call us directly to arrange an engineer's visit to save you having to be at home.

Reasonable time to visit or make repairs

We'll carry out any repairs or visits within a reasonable time, unless something beyond our control makes that impossible – in which case we'll let you know as soon as possible and arrange another time when we can visit.

Our engineers

We'll send a Mcr Gas approved Gas Safe engineer to carry out the work for your gas heating and appliances. We'll send an approved plumber where you buy these additional products. Our engineers have

experience and knowledge so that they can talk you through any problems and how they will fix it.

Cash payments

We won't offer you cash instead of carrying out a welcome service, an annual service, repairs or replacements.

6. Repairs and replacements

Grace period before you can request a repair

If you need a welcome service, you will not be able to request a repair until we have carried out the welcome service. If you don't need one then we can carry out a repair any day after your start date.

Call-out fee for repairs

Your statement shows the call out fee that you've agreed to pay, whether:

- **You report a fault to us; or**
- **We find a fault during a welcome service or annual service**

If you signed up on or after 23rd August:

The call out fee is a payment towards a repair you request. If you call us out again for the same fault within the contract period, you won't have to pay an additional call out fee. Our engineers will use their expert judgement to assess whether it is the same fault.

Note: If you signed up before 23rd August:

You will only have to pay the contribution fee for the first repair you receive in a 12-month period for a particular area (boiler and controls, central heating, plumbing and drains, home electrics).

There will be no contribution fee for every subsequent repair to the same area in that 12-month period.

When we book your repair, we'll ask to pre-authorise your debit or credit card for any call out fee to the repair. If you're a landlord, the pre-authorised credit or debit card call out fee can come from your tenants, letting agents or other party you have chosen. We won't put the charges through until after we complete the repair.

If we have reason to believe that the people living in your home are at risk as a result of a health and safety hazard, we'll send an engineer out even if we haven't been able to pre-authorise a debit or credit card.

Instead, we will invoice you for the call-out fee after we've completed the work.

Safety advice

From time to time, we may tell you that your boiler, appliance or system needs repairs or improvements, to keep it working safely, but are not covered by your contract, for example, if your ventilation doesn't meet current Gas Safe regulations. If you decide not to follow this advice, we will not be able to complete any further repairs to your boiler or system, and your contract will keep running until you or we change or cancel it.

When this happens, you will still be liable for the agreed payments under the contract until it is cancelled.

Spare parts

We'll provide replacements with similar functionality to the replaced parts but these might not have the exact same features. If you decide to give us a replacement part that you've bought yourself, we will install it as long as the replacement part is on our approval list.

We'll try to get parts from the original manufacturer or our approved suppliers but if we cannot source the parts, we need we might cancel your contract.

If you have an older boiler there is a chance that we may not be able to get hold of all the parts we need to fix your boiler or central heating. If we've agreed to protect a boiler or appliance but warned

you that it might be difficult to find spare parts, we'll do what we can, within reason, to repair it. If you are able to find a manufacturer approved part, we will be happy to fit it and reimburse you if you give us a receipt.

When the cost of repair is more than a new boiler

If the cost of the repair for the boiler is likely to be more than the cost of a new boiler we will not be able to carry out the repair and instead we will recommend that you get a replacement boiler. You don't need to use us to get a new boiler but we will give you a 15% discount if you get it replaced by us.

If we think that the repair won't solve the underlying problem we will advise you that we can fix it this time but will not be able to make any further repairs.

Our guarantee for our work

If we have supplied any faulty parts, we will repair or replace any parts we've supplied. We will also fix any faulty work that we've carried out within 12 months from the date that we carried out the work. This doesn't affect your statutory rights under the Consumer Rights Act 2015, if applicable, and any laws that replace it. If you want independent advice about your rights, you can speak to Citizens Advice, or Trading Standards.

The Mcr Gas Powerflush

Over time, gas central heating systems build up sludge that can block or narrow your pipes, radiators and boiler parts. The Mcr GAS Power Flush is our way of removing that sludge from your system. We'll tell you if your system needs a power flush to work properly. Please note that this will cost extra as this is not included in your care package.

UPTO 8 RADIATORS £400

EACH ADDITIONAL RADIATOR £35

Following the purchase of your first Mcr Gas Powerflush, any subsequent required powerflush will be complementary so long as you keep continuous care packages with us.

If someone else carries out a powerflush for you, we will need to see the receipt before we are able to carry out any more repairs or replacement work for damage caused by sludge.

Recovering losses caused by third parties

If you request a repair, replacement or service under your contract or care package you will give us all the help necessary to recover any losses owed to us from third parties, following any repair or replacement that we carry out. We may ask you to give us help to recover losses before or after we carry out any repair or replacement.

7. What we mean by sole discretion

As this is a maintenance contract, rather than an insurance contract, any repairs or replacements will be carried out at our sole discretion. What this means is that we will use our judgement to decide whether or not we will complete the repair or replacement as part of your care package, but there will be certain times where the nature of the fault or the repair or replacement required or the circumstances that caused the fault will mean that we will choose not to complete the repair. We have provided some common examples below of where we are likely to exercise our discretion not to undertake the repair, however this is not a fully exhaustive list.

For this reason, we are not registered with the Financial Conduct Authority (FCA) for these contracts and they are therefore outside the remit of the FCA. This operational model allows us the discretion to approve or reject claims outside a strict interpretation of these terms and conditions.

Existing faults

We are likely to refuse to include repairs of any faults that existed before you took out the care package. Our engineers will use their expert judgement to decide when the damage happened.

Intentional damage

We may not repair or replace any parts that have been deliberately damaged or misused though we would usually repair accidental damage. Our engineers will use their expert judgement to decide how the damage happened.

Damage caused by others

We are unlikely to agree to repair any faults or design faults that are caused by anyone apart from us.

Our engineers will use their expert judgement to decide how the damage happened and whether anyone other than us carries out any work on your boiler, appliance or system and damaged it.

8. General things that aren't included

These conditions exist to make sure we provide you with the best service Mcr Gas can, using our expertise. We also put you first and will always take actions to lower costs for our care packages wherever possible.

Curved or designer radiators

We will not replace curved or designer radiators.

We can either:

- **replace any curved or designer radiators with a standard radiator;**
or
 - **install a curved or designer radiator that you've bought yourself.**
- Where we install a designer or curved radiator purchased by you, we will only accept responsibility for our workmanship, not any manufacturing faults in the radiator itself.**

By designer radiator we mean a radiator

- **of particular artistic design; or**
- **of intricate shape; or**

- **made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material.**

Any other loss or damage

We're not responsible for any loss of, or damage caused as a result of, your boiler, appliance or system breaking or failing unless you can show that we caused the damage.

Who can benefit from this contract?

Nobody other than you can benefit from your contract. However you can add authorised persons onto your account from whom we will take instructions

Faults caused by utilities supplies

We won't repair your boiler or system if the damage has been caused by changes in, or problems with, the supply of your gas, water or electricity.

External water supply stopcock (also known as stop tap or stop valve)

If we can't turn off the external water supply stopcock to your home to complete your repair it's your responsibility to arrange for this to be turned off.

Any damage that's covered by insurance

Your care package doesn't include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions – or any other kind of damage that's normally covered by household insurance.

Software, internet communications or radio signals

We're not responsible for any loss or damage caused by malicious, inappropriate or unintentional interference with the software, internet communications or radio signals of any boiler and controls, appliance, device or system covered under this contract.

Smart home connections

We're not responsible for your internet connection or the data transmission to, or from any boiler, appliance, device or control system.

Making any improvements

Your care package doesn't include any improvements or upgrades.

Your care package does not include:

replacing smoke alarms that are past their recommended replacement or expiry date;

replacing working radiators;

swapping standard radiator valves for thermostatic ones; or

Where we've told you that an improvement is necessary, we may not continue to make repairs on that part of your boiler, appliance or system until the work has been carried out.

Steel or iron pipes

We won't repair or replace steel or iron pipes from your meter to your boiler or appliance(s). The only exception to this is your gas supply pipe.

Energy/central heating management systems

We won't repair or replace energy or central heating management systems.

9. Please tell us if you are not happy

At Mcr Gas, we are dedicated to giving you the best customer experience. If we make a mistake or if you think we haven't done the right thing, please let us know so that we can put things right.

Complaints and compensation

Please get in touch with us as soon as possible.

- **Call us on 0161 964 4272**
- **Email us at support@mcrgas.co.uk**

We take any complaint seriously and we'll do our best to fix any issue as soon as possible. If we need time to investigate, we'll let you know and keep you updated. We will aim to provide a final response to any complaint within 2weeks.

If you are unhappy with our final response, you have the right to request an independent ombudsman to review your case. We will provide details of our appointed ombudsman our final response letter.

Renewals

- **We'll write to you at least 20 days before your contract is due for renewal.**
- **If you pay by Direct Debit, we'll keep renewing your contract automatically, unless you ask us to stop.**

10. How to cancel your care packages

How to cancel

All our contracts are fixed term which means you can cancel your contract at any time before the renewal. The cancellation will take effect when the contract period is over.

You have a cooling off period, 14 days from the start of your contract, within which you can cancel your contract immediately without penalty.

If you cancel your care package within the 14 days cooling off period

If you are in your cooling off period we'll cancel your care package from the date you tell us and we'll refund you for the whole amount you have already paid, as long as we have not carried out any work under your contract.

If we've carried out work for you before the cooling off period ends and then you cancel your contract, you'll have to pay cancellation charges as follows.

	Charge
welcome service	£75
annual service	£75
Repair	£170
Landlord Gas Safety record	£70

You will never be asked to pay more than the total value of your contract.

If you cancel after 14 days

If you cancel outside of your cooling off period, we'll cancel your care package from the date you tell us but you will have to pay the remaining balance outstanding under the contract. For example, if you have 5 months left of your contract you will need to pay an amount equivalent to 5 outstanding payments.

Cancelling your Direct Debit through your bank doesn't mean that you've cancelled your contract with us. If you stop your Direct Debit without telling us, we will contact you to collect the money due. If we don't hear from you and you don't pay, we'll cancel your contract 30 days after the date we first found out your payment failed and we will look to recover any outstanding payments.

Introductory offers

Existing customers, or customers that have cancelled within the last year cannot take advantage of any introductory offers.

When we can cancel

We can cancel your contract or care package straight away if:

- **You give us false information;**
- **Your boiler isn't on our approved list;**
- **We find an existing fault during your welcome service;**
- **We can't find the parts we need to repair your boiler, appliance or system, despite our best attempts;**
- **You put our people's health and safety at risk, for example, through physical or verbal abuse;**
- **Your home is unfit or unsafe to work in;**
- **You don't let us in to your home to work, despite several attempts;**
- **We tell you to make permanent repairs or improvements, but you don't; or**
- **You don't make your payments.**

We'll try writing to you to collect the money you are due to pay. If we don't hear from you and you don't pay, we'll cancel your contract no less than 30 days after the date we first found out your payment had failed.

11. Using your personal information

Through this contract we will use your personal data in accordance with our Privacy Policy, which you can find at Mcr Gas.co.uk.

12. Changes to this contract

If we make changes to it that are clearly in your favour, we'll tell you once we've made them. Otherwise we'll give you 30 days' notice. If you do not agree with the changes, you can cancel without any penalty.

13. Moving these contracts to an insurance contract

If we move to become an insurance provider in the future (as we plan to) you agree that we can move you to an insurance contract at your next renewal, or earlier if you or the regulator request us to.

14. Third party rights

Other than as expressly provided for in this contract, no other party shall have the right to enforce any term of this contract which that party would not have had but for the Contracts (Rights of Third Parties) Act 1999.