



## Terms and Conditions of Gold Service Contracts

### Introduction

Our Gold Service products have been designed to provide our customers with a high quality central heating cover. These terms and conditions are provided to show you exactly what is, and what is not, covered. Please read this document carefully.

We have been as transparent as possible and we have tried to use simple terminology. If you have any questions about our Gold Service cover, please telephone 0345 2570130 or e-mail [gold@statusheating.co.uk](mailto:gold@statusheating.co.uk)

### Period of Cover and Acceptance

The contract is for a 12 month period from the date of acceptance and the receipt of funds for the contract cover (first Direct Debit if paid monthly). The decision to accept an appliance on to cover is at the absolute discretion of Status Heating Limited

The cover is subject to an initial inspection which will normally take place in the first 28 days. On this initial inspection we may well carry out the annual service at the same time (if your selected cover includes an annual service).

We reserve the right to terminate the agreement at this initial inspection if any of the following are found:

- × The boiler is made by one of the following manufacturers: Ferroli, Heatline, ELM Le Blanc
- × The boiler is over 15 years old
- × The boiler / central heating system does not meet current gas safety regulations
- × The boiler / central heating system is in poor repair / condition
- × The boiler / central heating system is included on our list of “unreliable” or “excessively expensive to repair” appliances.
- × The central heating system has been designed or installed incorrectly
- × There are signs of sludge in the system
- × The system is not a domestic installation
- × The boiler / central heating system is broken down at the time of taking out the cover
- × Access to work on the boiler / central heating system would form a Health & Safety risk (i.e. boiler installed in a loft with no boarding or access).

The customer will be informed of any remedial works that may be required to the system. If the customer agrees to have the works carried out, then the system will be accepted once these items have been completed and paid for.

Even if your system does not qualify for Gold Service cover we may still offer to repair and service your boiler / central heating system on a parts and labour basis.

## **Renewals**

Before the end of your period of agreement we will contact you to tell you of any changes to the agreement, including any price changes for the following year. If you do not tell us in writing that you do not wish to renew your cover we will automatically renew your agreement for another year if you have chosen to pay by Direct Debit.

We reserve the right to review your cover on an annual basis. If your boiler / central heating system has passed the 15 year old threshold, or you have had an unusually high number / value of repairs during the period, we may inform you that we cannot continue to cover your boiler / central heating system on Gold cover. If this is the case, we will write to you to let you know of this decision. Once again, we may still offer to repair and service your boiler / central heating system on a labour and materials basis.

## **Payment for Cover**

Payment for the cover may be made in one of two ways:

- 1) A Single lump sum by cash, cheque, debit or credit card (Visa, Mastercard or Amex).
- 2) Direct Debit over 12 equal monthly payments from a nominated bank account.

If paying by Direct Debit, the first monthly instalment will be taken approximately 2 weeks after acceptance and then in the first 10 days of each calendar month thereafter.

If a Direct Debit payment is returned, we will contact you to let you know. If a Direct Debit is returned for 2 consecutive months, then we reserve the right to terminate the coverage with immediate effect. At this point, the cover will be subject to the conditions laid out under the "Cancellation" section of this document.

## **Moving Home**

If you are about to move home, please inform us as soon as possible, especially if you would like to continue your Gold Service cover in your new property. Although the cover is "portable" your new home will still be subject to the same initial checks as your existing home.

If we find that the boiler or central heating system does not qualify for Gold Service cover we may apply the cancellation charges as set out in the section "Cancellation" in this document.

## **Cancellation**

### **If we cancel your agreement**

If we have to cancel your agreement because of something that we find during our initial inspection we will give you a full refund. If we cancel your agreement after a later visit, your refund will be based on how long is left on your agreement.

### **If you cancel your agreement**

If you cancel within the first 14 days we will give you a full refund of any money you have paid, unless we have carried out work, in which case cancellation charges may apply (see section entitled "cancellation charges").

If you cancel after the first 14 days and pay by monthly Direct Debit, we will continue to provide you coverage up to the end of the period covered by your last monthly payment. If you have paid by a lump sum, we will continue to cover you up to the end of that calendar month and then we will refund you the balance of what is left on the contract period value. In both circumstances this only applies if you have not had any work carried out by us in the period of cover. If you have had any works carried out cancellation charges may apply (see section entitled "cancellation charges").

## **Cancellation Charges**

If you cancel your agreement part way through a cover period and have had works carried out, you may be charged a fee for the cancellation.

The charge will be calculated based upon the number and types of jobs that we have carried out at your home during the period, less any money that you have already paid in monthly payments.

We will base the charges on the following job values

Annual Service	£42.00
Boiler / central heating repair	£120.00

For example, Mrs. W cancels her agreement after 6 months, having paid monthly instalments of £15.00 per month, totaling £90.00. During the period she had a breakdown on her boiler which was repaired by our Company.

Using the job values above, Mrs. W would be charged the £120.00 for a repair, less the £90.00 already paid, giving an outstanding balance of £30.00. The £30.00 would be taken by Direct Debit.

## **Items covered by the Gold Contract**

- ✓ All Gold Codes include for all labour and materials associated with their covered appliances and systems subject to these terms and conditions. There are no limits to the number of visits allowed in a coverage period.
- ✓ All customers with Gold Service cover will receive priority attention via a unique Gold Service hotline telephone number. We will endeavour to call the same day in response to any breakdown or failure of the appliance or system.
- ✓ Gold Codes 1 to 8 will include an annual service to the covered appliance/s.

For Gold Codes 1 to 3 as follows:

### Central Heating System

- ✓ The Central Heating boiler and the gas supply from the appliance isolating cock
- ✓ Boiler parts
- ✓ Primary flue and draught diverter
- ✓ Time clock or programmer
- ✓ Room, hot water and frost thermostats
- ✓ Circulating pump and valves
- ✓ Motorized and manual diverter valves
- ✓ Radiators and their valves (manual and thermostatic)
- ✓ Hot water storage cylinder

- ✓ Central heating pipes and fittings
- ✓ Feed and expansion tanks
- ✓ Repairs to an unvented hot water cylinder

#### Additional Gas Appliance

- ✓ All operational parts on any other gas appliance accepted on to the agreement with the exception of gas cookers

For Gold Codes 4 to 7 as follows:

#### Gas Warm Air Unit

- ✓ Circulation Fan
- ✓ Gas Valve
- ✓ Burner assembly
- ✓ Pilot assembly and thermocouple
- ✓ Fan speed regulator
- ✓ Electronic module
- ✓ Electric panel
- ✓ Thermostat
- ✓ Room thermostat
- ✓ Overheat and fan stat

#### Circulator

- ✓ Burner Assembly
- ✓ Water Jacket
- ✓ Pilot assembly

#### Additional Gas Appliance

- ✓ All operational parts on any other gas appliance accepted on to the agreement with the exception of gas cookers

For Gold Code 8 as follows:

#### Central Heating System (excluding boiler)

- ✓ Time clock or programmer
- ✓ Room, hot water and frost thermostats
- ✓ Circulating pump and valves (external to boiler)
- ✓ Motorized and manual diverter valves (external to boiler)
- ✓ Radiators and their valves (manual and thermostatic)
- ✓ Hot water storage cylinder
- ✓ Central heating pipes and fittings
- ✓ Feed and expansion tanks
- ✓ Repairs to an unvented hot water cylinder

## Items Not covered by the Gold Contract

- × Call outs within the first 14 days of cover
- × Underfloor Heating Zones and associated controls
- × Replacement of the central heating boiler or appliance
- × Any work needed as a result of the appliance being incorrectly installed
- × Clearing blockages or repairing damage caused by a foreign object
- × Removing asbestos associated with repairing the appliance
- × The cost of repairing or replacing casings, decorative parts, paint work, enamel, batteries, bulbs, filters and any damage which does not affect the way the boiler or appliance works
- × Customer error – Resetting controls, turning up thermostats, resetting programmer, repressurising boiler/system
- × Faults caused by running out of gas or electricity
- × Unvented hot water cylinders
- × Warm Air unit main heat exchanger
- × Any loss you suffer because of water leaks or a breakdown
- × The cost of putting right faults caused by damage or not using the appliance or system correctly
- × The gas supply from the meter to the appliance and any secondary flue and flue terminal
- × Energy management systems and their associated controls
- × Damage caused by accident or by fire, lightning, explosion, flood, storm, freezing weather, wind conditions or changes to or failure of the gas, electricity or water supplies
- × Thawing out frozen pipework
- × Any parts of the central heating system that are too difficult to get at safely or which are impossible or impractical to maintain because of where they are
- × Any faults or problems caused by the original design of your system or the way it was installed or first commissioned
- × Steel pipes, steel cylinders and steel tanks, electrical immersion heaters, electric showers, showers and their associated controls, pumps and booster pumps
- × The cost of removing sludge, hard water scale or adding corrosion inhibitor to the central heating system including the cost of any associated work or replacement parts. Signs may include a noisy boiler, cold spots on radiators, sludged up pipes or poor circulation
- × Flues
- × Pipework that is not visible or easily accessible (water or gas)
- × Repairs to an appliance that is deemed to be beyond economical repair (BER) by a Status engineer

# Status Heating Limited - Privacy Notice

This Privacy Notice provides details of the personal data we collect from you, what we do with it, how you might access it and who it might be shared with.

## Our Contact Information (Data Controller)

Status Heating Limited

Brook House, 153 Newborough Road  
Shirley, Solihull  
B90 2HE  
United Kingdom

Telephone: 03452570130

Company Email: [info@statusheating.co.uk](mailto:info@statusheating.co.uk)

## What we do with your personal data

We process personal data only for the purpose for which they are collected. The purpose is dependent on whether you use only our website, or additionally, our services. If you use our services you are required to register and we collect your personal data. We use this personal data for the provision of the service or the performance of the contract. We may use your personal data for other similar purposes, including marketing and communications, but that will only occur in the case we have your consent or another legal justification for doing so.

From our **Customers / Clients** we process and retain personal data for the following purposes and periods, with the applicable legal basis.

Processing purpose	Legal basis	Retention period
Administrative enquiries	we have the data subject's consent	Until consent withdrawn
Communications, marketing and intelligence	we have the data subject's consent	Until consent withdrawn
Customer support	we have a contract with the data subject	Until consent withdrawn
Sales and Distribution of Products and Services	we have the data subject's consent	Until consent withdrawn
Service delivery	we have a contract with the data subject	Until consent withdrawn

## What personal data do we collect?

The personal data we collect depends on whether you just visit our website or use our services. If you visit our website, you do not need to provide us with any personal data. However, your browser transmits some data automatically, such as

the date and time of retrieval of one of our web pages, your browser type and settings, your operating system, the last web page you visited, the data transmitted and the access status, and your IP address.

If you use our services, personal data is required to fulfill the requirements of a contractual or service relationship, which may exist between you and our organisation.

We collect:

- Email, Social Networks
- Location Information
- Name
- Telephone contact details

## How do we look after personal data

We limit the amount of personal data collected only to what is fit for the purpose, as described above. We restrict, secure and control all of our information assets against unauthorised access, damage, loss or destruction; whether physical or electronic. We retain personal data only for as long as is described above, to respond to your requests, or longer if required by law. If we retain your personal data for historical or statistical purposes we ensure that the personal data cannot be used further. While in our possession, together with your assistance, we try to maintain the accuracy of your personal data.

## How can you access your personal data?

You have the right to request access to any of your personal data we may hold. If any of that information is incorrect, you may request that we correct it. If we are improperly using your information, you may request that we stop using it or even delete it completely.

**If you would like to make a request to see what personal data of yours we might hold, you may make a request from our company website or [here](#).**

Where you have previously given your consent to process your personal data, you also have the right to request that we port or transfer your personal data to a different service provider or to yourself, if you so wish.

Where it may have been necessary to get your consent to use your personal data, at any moment, you have the right to withdraw that consent. If you withdraw your consent, we will cease using your personal data without affecting the lawfulness of processing based on consent before your withdrawal.

## Our Supervisory Authority

You have the right to lodge a complaint with any Supervisory Authority. See our Supervisory Authority contact details below

United Kingdom  
Water Lane, Wycliffe House  
Wilmslow - Cheshire SK9 5AF  
[international.team@ico.org.uk](mailto:international.team@ico.org.uk)