

Atom Gas Ltd – Service Plan Terms & Conditions

Company: Atom Gas Ltd

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Gas Safe Reg: 559265

Registered Address: _____

These Terms & Conditions (“T&Cs”) form the agreement between **Atom Gas Ltd** (“we/us”) and the **Customer** (“you”). By signing up to a plan and confirming acceptance, you agree to these terms.

1. Definitions

1.1 **Boiler** – the domestic mains-gas boiler providing central heating and/or hot water at the property.

1.2 **System** – the heating system only: radiators, radiator valves, heating pipework inside the property, zone or motorised valves, and standard (non-smart) heating controls, **where included** by your chosen plan.

1.3 **Property** – the single domestic address covered by this plan.

1.4 **Repair** – labour and parts provided by us to fix a covered fault.

1.5 **Service** – an annual boiler safety and performance check carried out by us.

1.6 **Plan Year** – the twelve-month period starting from your plan start date (and each renewal).

1.7 **Excess** – a customer contribution payable on certain claims, as described in your plan.

1.8 **BER (Beyond Economical Repair)** – when the cost of a repair is greater than the value of the boiler, or parts are obsolete/unavailable.

1.9 **Smart Controls** – internet-connected heating controls (Hive, Nest, Tado, etc).

1.10 **We/Us** – Atom Gas Ltd and any approved subcontractors acting on our behalf.

1.11 **You/Customer** – the homeowner or landlord purchasing the plan.

2. Eligibility and Start of Cover

2.1 The boiler must be **under 12 years old** at sign-up.

2.2 The boiler must be in **safe working order** and pass our **Initial Health-Check Sheet**.

2.3 Any issues recorded on the Health-Check are **excluded from cover** until repaired at your cost.

2.4 Plans apply to **domestic properties only**. Commercial/industrial properties or HMOs with commercial plant are excluded.

2.5 Cover begins once the Health-Check is completed and your **first payment** has been received.

2.6 We may refuse or suspend cover if the boiler/system is unsafe, BER, or parts are obsolete.

3. Plan Options

3.1 Essentials Plan – £9.50/month

- **Annual boiler service only**
- **No repair cover included**

3.2 Full Cover Plan – £19.50/month

- Annual boiler service
- Repairs to:

- a) Boiler
- b) Radiators & radiator valves (including TRVs)
- c) Heating pipework inside the property
- d) Zone or motorised valves
- e) Standard (non-smart) heating controls and wiring centres
 - £400 repair limit per claim
 - £60 excess applies from the **third repair** each Plan Year

3.3 Landlord Full Cover – £24.50/month

- Everything in Full Cover
- Annual CP12 Gas Safety Record (legal safety checks; repairs to excluded items are quoted separately)
- Priority booking for tenant callouts (reasonable endeavours, no guaranteed response times)

4. What's Not Covered (applies to all plans)

4.1 Any **pipework not forming part of the heating system**, such as mains cold water pipes, hot/cold tap supplies, showers, wastes, or drains.

4.2 Any **gas pipework outside the boiler casing**, including leaks between the meter and boiler, or branch supplies to other appliances.

4.3 **Cylinders, tanks, and associated components** (observations for safety only).

4.4 **Smart controls** or internet-connected devices unless specifically added as an upgrade.

4.5 **Scale, sludge, silt, airlocks, or blockages**. Powerflushing/chemical cleaning is not included.

4.6 **Showers, taps, toilets, sanitaryware, kitchen/utility appliances** and associated fittings.

4.7 **Flues** – replacement, relocation, roof works, or inaccessible/sealed-in flues.

4.8 **Electrical supply issues** beyond the boiler's fused spur.

4.9 **Access and making good** – removal or replacement of cupboards, units, tiles, floors, decoration, or building fabric to reach faults, and cosmetic reinstatement afterwards.

4.10 **Consequential or indirect losses** – such as carpets, flooring, redecorating, hotels, alternative heating, or loss of rent.

4.11 **External damage** caused by freezing, flood, fire, storm, theft, vandalism, vermin, or similar events.

4.12 **Pre-existing faults** or issues identified at the Initial Health-Check.

4.13 **Boilers older than 12 years** at sign-up.

5. Repair Limits, Excess and BER (Full and Landlord Plans Only)

5.1 **Per-repair cap** – Repairs are covered up to **£400 (parts and labour) per claim**.

5.2 **Excess** – From your **third repair** in a Plan Year, a **£60 excess** is payable per additional repair. Excess must be paid before we continue work.

5.3 **Separate faults** – Multiple unrelated faults may be treated as separate claims.

5.4 **BER/obsolete parts** – If BER or parts are obsolete, we may offer a contribution toward a replacement boiler supplied/installed by Atom Gas Ltd. Contribution level at our discretion.

5.5 **Temporary fixes** – We may make safe or provide temporary heat/hot water, but this counts toward your repair limit.

6. Access and Making Good

6.1 We do not cover the cost of removing or refitting cupboards, units, worktops, boxing, tiles, flooring, plasterboard, or brickwork to access a fault.

6.2 We do not cover cosmetic reinstatement after works, such as plastering, decorating, tiling, flooring, or roofing.

6.3 We do not provide “trace & access” services such as leak detection, thermal imaging, or camera inspection.

6.4 Where equipment is in a loft or roof area, you must provide safe, lit access with compliant flooring and ladders.

7. Annual Service

7.1 Includes: visual safety checks, flue gas analysis, cleaning where required (burner/condensate trap), inspection of seals/gaskets/ignition electrodes, ventilation checks, pressure/expansion vessel checks, and advice.

7.2 Excludes: system balancing, powerflushing, inhibitor top-ups, cleaning magnetic filters, or repairs found necessary.

7.3 The service must be booked **within your Plan Year**. If not, the entitlement is forfeited for that year.

8. Appointments and Response Times

8.1 **Emergencies** (total loss of heat/hot water): we **aim** to attend within **48 hours**, subject to workload and parts availability. This is not guaranteed.

8.2 **Non-emergency visits** will be arranged at the next mutually convenient time.

8.3 If access is not provided, or an appointment is missed/cancelled late, we may apply a reasonable charge and/or treat it as a callout used.

8.4 We may use vetted subcontractors to carry out work; these terms still apply.

9. Your Responsibilities

9.1 Keep payments up to date. Cover may be suspended or cancelled if payments fail.

9.2 Book your annual service when reminded.

9.3 Provide safe access to the property and clear working areas.

9.4 Maintain system pressure and inhibitor levels. Do not drain/refill without adding inhibitor.

9.5 **Landlords** must provide tenant contact details and ensure access.

10. Payments, Pricing and Changes

10.1 Plans are paid monthly in advance by Direct Debit or card.

10.2 If a payment fails, cover may be suspended until arrears are cleared.

10.3 If arrears persist, we may cancel your plan.

10.4 Prices may change at renewal or with at least 30 days' notice.

10.5 VAT changes are applied automatically.

10.6 We may update these T&Cs; the latest version applies and will be available on request.

11. Cancellation

11.1 **Cooling-off** – You may cancel within 14 days of sign-up for a full refund, provided no service or repair has been carried out.

11.2 After 14 days you may cancel at any time, but payments already made are non-refundable.

11.3 We may cancel your plan if:

- The boiler/system is unsafe, BER, or parts obsolete.
 - Payments are missed.
 - There is misuse or repeated issues outside cover.
 - We no longer operate in your area.
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12. Liability

12.1 Our liability is limited to the services described in your plan.

12.2 We are not responsible for consequential or indirect losses such as damage to carpets, decorations, alternative heating, hotels, spoiled food, or lost rent.

12.3 Nothing in these T&Cs limits liability for death or personal injury caused by our negligence, or for fraud.

13. Moving Home

13.1 Plans are tied to the named property and do not automatically transfer.

13.2 If you move, you may cancel or request transfer to your new property, subject to our agreement and eligibility.

14. Complaints

14.1 Contact us at atomenquiries@gmail.com or **01227 678047**. We aim to resolve complaints promptly and fairly.

14.2 Gas safety concerns can also be raised with **Gas Safe Register**.

14.3 This does not affect your statutory rights.

15. Data Protection

15.1 We process your personal data to administer your plan, arrange visits, and comply with legal and safety obligations.

15.2 We may contact you by phone, text or email regarding your plan and reminders.

15.3 We do not sell your data. Our Privacy Notice is available on request.

16. Force Majeure

16.1 We are not liable for delays or failures caused by events beyond our reasonable control (including severe weather, strikes, pandemics, or supply shortages).

17. General

17.1 We may assign or subcontract our rights/obligations under this agreement.

17.2 If any part of these T&Cs is found invalid, the rest still applies.

17.3 This agreement comprises these T&Cs, your plan confirmation, and your signed Health-Check.

17.4 These T&Cs are governed by the laws of England & Wales. Disputes will be subject to the jurisdiction of the courts of England & Wales.

18. Acceptance at Sign-Up

By signing or ticking acceptance, you confirm that you:

- have read and agree to these Terms & Conditions;
- understand what is included and excluded;

- confirm the boiler is under 12 years old and in safe working order;
- agree to make monthly payments.

Customer name: _____

Signature: _____ **Date:** // ____

Property covered: _____

Plan chosen: Essentials / Full Cover / Landlord Full Cover