

# TERMS AND CONDITIONS

These are our latest Terms and Conditions, version 1.

Thames Flame Limited - General Terms and Conditions for supply of Services for Consumer Customers and Business Customers.

Last updated on 2023

## 1. Definitions

Where any word or phrase is capitalised in these Terms and Conditions, they will have the meaning set out below.

“Business Customer”	means a customer purchasing the Services as a landlord or as a registered company in respect of a premises which is not their home as opposed to in their own name for their personal home.
“Catchment Area”	area where Services are provided, which is within a 10 mile radius of our office address which is  Osborne House, 143-145 Stanwell Road, Ashford, TW15 3QN
“Commencement Date”	the date the last of us signed this Contract.
“Consumer Customer”	means a customer obtaining the Services for domestic use in respect of their personal home.
“Contract”	the contract under which we supply Services to the Premises.
“Contract Details”	the information under clause 1 applicable to the Contract.
“Equipment”	means the equipment in respect of which the Services are to be provided as set out in clause 1 above.
“Care Plan”	the plan chosen by you and the Services provided under that plan as set out in Schedule 1.
"Premises"	the property (including any part of any land, building or structure) at which the Services will be supplied under this Contract as set out in clause 1 above or as updated in accordance with the terms of this Contract.
"Privacy Policy"	our policy on how we manage your personal data which can be found here: <a href="https://thamesflame.com/privacy-policy/">https://thamesflame.com/privacy-policy/</a> .

"Services"	the goods and services provided to you under the Care Plan you selected as set out in Schedule 1 and any further services provided by us to you under the terms of this Contract.
"Terms & Conditions"	these general Terms and Conditions for supply of Services for Consumer Customers and Business customers.
"we", "us" and "our" and "Thames Flame"	in each case refers to Thames Flame Limited (08842534), having its registered address at Osborne House, 143-145 Stanwell Road, Ashford, TW15 3QN and includes us supplying Services under our Care Plans.
"Year"	means (i) the 12 month period commencing on the Commencement Date and expiring on the date immediately preceding the first anniversary of the Commencement Date, and (ii) each 12 month period thereafter in each case commencing on the relevant anniversary of the Commencement Date and expiring on the date immediately preceding the next anniversary of the Commencement Date.
"you", "your" and "Customer"	in each case refers to the person or persons named on the Contract Details under clause 1, or any persons notified to us from time to time and accepted by us.

## 2. Introduction

- 2.1 Please read these Terms and Conditions carefully so that you fully understand your commitments and our responsibilities.
- 2.2 A binding contract will come into effect between you and us once both parties have signed this Contract.
- 2.3 These Terms and Conditions set out the terms on which we will supply the Services to you ("Terms").
- 2.4 There are various items which are excluded from the Services we provide which can be found in clauses 9 of these Terms and Conditions.
- 2.5 Details of who we are and how to contact us can be found in the Contract Details under clause 1 at the start of this Contract.
- 2.6 In this Contract when we use the words "writing" or "written" it includes emails but not fax.

### 3. Business customers

- 3.1 We don't give Business Customers all the same rights as Consumer Customers. For example, Business Customers don't have the same cancellation rights, they have different rights where there is a problem with the Services we provide and we don't compensate them in the same way for losses caused by us or our Services. Where a term applies just to Business Customers or just to Consumer Customers, this is clearly stated. You are a Business Customer if you are purchasing the Services as a landlord or as a registered company in respect of a premises which is not your home as opposed to in your own name for your personal home. You are a consumer customer if you are obtaining the Services for domestic purposes in respect of your personal home.
- 3.2 If you are a Business Customer, this Contract constitutes the entire contract between us in relation to the Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 3.3 If you are a Business Customer, you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.4 We only provide the Services in respect of properties which are being used for domestic residential use. If you are a Business Customer, you must ensure that the Premises is not used other than for domestic residential use and must immediately notify us if it ceases to be used for domestic residential purposes. If we become aware that the Premises is not being used for domestic residential use, we may immediately end this Contract.

### 4. Our liability to Business Customers

- 4.1 This clause and the limits and exclusions contained herein do not apply to Consumer Customers.
- 4.2 References to liability in this clause include every kind of liability arising under or in connection with this Contract including liability in contract, tort (including negligence), for breach of a statutory duty, misrepresentation, restitution or otherwise.
- 4.3 Nothing in this Contract shall limit or exclude our or your liability in respect of any claims:
- 4.3.1 for death or personal injury caused by the negligence of either you or us;
  - 4.3.2 resulting from any fraud including fraudulent misrepresentation made by either you or us; or
  - 4.3.3 for which liability may not otherwise lawfully be limited or excluded.
- 4.4 Subject to clause 4.2 we shall not be liable to you, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for any:
- 4.4.1 loss of profits;

- 4.4.2 loss of sales or business;
- 4.4.3 loss of contracts;
- 4.4.4 loss of anticipated savings;
- 4.4.5 loss of use or corruption of software, data or information;
- 4.4.6 loss of or damage to goodwill; or
- 4.4.7 indirect or consequential loss, suffered or incurred by you that arises under or in connection with this Contract.

4.5 Subject to clause 4.2 and clause 4.3, our total aggregate liability to you in each Year for claims or a series of connected claims which arise in that Year and which is/are directly related to damage to the Premises during the Contract shall be limited to an amount of £7000.

4.6 Subject to clause 4.2, clause 4.3 and clause 4.4 our total aggregate liability to you in each Year for claims or a series of connected claims which arise in that Year which are for all other liability which is not directly related to damage to the Premises shall be limited to the total charges for the Services paid by you during the Year.

4.7 For the purposes of clause 4.5 and clause 4.6:

4.7.1 a claim or series of connected claims shall be deemed to arise on the date when the first event giving rise to the claim or series of connected claims occurred; and

4.7.2 any claim or series of connected claims which arises after termination of this Contract shall be deemed to have arisen on the day immediately preceding the effective date of termination of this Contract.

## **5. Duration of this Contract and its start date**

5.1 This Contract comes into effect and the Services will commence on the Commencement Date.

5.2 Save in respect of any rights of you or us to end the Contract early as set out in these Terms and Conditions including (where applicable) during the cooling off period if you are a Consumer Customer (see clause 28 for further information), the Contract will last for a minimum period of 12 months from and including the Commencement Date. At the end of the initial 12 month period (and at the end of each 12 month period thereafter), this Contract will renew for a further 12 month period (or such other 12 month period determined in accordance with clause 13.4) unless we or you elect to terminate the Contract before the end of the relevant 12 month period (the initial minimum period and the renewal period hereby collectively the "Term"). We will notify you 1 month before the relevant 12 month period expires. If you do not wish for this Contract to renew for a further 12 month period you must email us at least 2 weeks before the relevant 12 month period

expires, at . If we decide not to renew the Contract, we must give you not less than 2 weeks notice before the end of the relevant 12 month period.

- 5.3 You may not end the Contract with us during the initial 12 month period.
- 5.4 If you are a Consumer Customer and you want to end the Contract during a renewal 12 month period, you will have to provide us with 1 month's notice and pay the cancellation fee set out under clause 1 in the Contract Details. If you have paid any sums in advance, we shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided less the cancellation fee for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made less the cancellation fee.
- 5.5 If you are a Business Customer you will not have the right to terminate this Contract pursuant to clause 5.4.
- 5.6 By agreeing to this Contract, you confirm and promise that you are the owner or occupier of, or for any other reason have responsibility for, the Premises (or will be on the date you want your supply of Services to start).
- 5.7 By entering into this Contract you are agreeing that you will:
- 5.7.1 pay the charges associated with the Services and under this Contract;
  - 5.7.2 keep your personal details (including current email address) and any other details you have provided us, accurate and up to date; and
  - 5.7.3 tell us if you change your Premises from domestic to business use so we can ensure you are on the correct tariff. We reserve the right to move you onto a non-domestic tariff if this is appropriate and a different Care Plan will apply.
- 5.8 If any initial inspection we undertake reveals faults with the Equipment which require repairs, we will record the faults and notify you of this. We may be able to undertake the repairs on your behalf and we will notify you of the cost for doing so. If you would like us to undertake the repairs you must notify us and such repairs would be considered to be Services provided under this Contract. If you instruct us to undertake such repairs we will invoice you for them once they have been completed. If you refuse to undertake such repairs then we may refuse to provide the Services in respect of the relevant Equipment and end the Contract in respect of that Equipment and you shall be required to pay the cancellation fee. In such instances we shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided (less the cancellation fee) for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made less the cancellation fee.

## 6. Application for Services

- 6.1 Any application for the Services you provide must provide true and accurate information and you must immediately notify us if anything you have provided is untrue or inaccurate and a different Contract will apply.
- 6.2 By submitting an application to us, a contract is not automatically formed and we reserve the right to reject applications. We will give reasons for rejecting applications. A binding contract is only formed between you and us when this Contract has been signed by both you and us.
- 6.3 We may immediately end this Contract by giving you written notice if any of the information provided in your application is untrue or inaccurate, and this has a material impact on the Services. This would include making the provision of the Services illegal or significantly different, or impossible. In such circumstances you will be required to pay the cancellation fee. We shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided less the cancellation fee for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made less the cancellation fee.

## **7. Location of Services**

- 7.1 Unless we expressly agree otherwise, we only provide the Services to Premises which fall within the Catchment Area. If we do agree to provide Services to a Premises outside the Catchment Area then there may be an additional charge for this and you will be notified of this in advance and you may end this Contract if you do not agree to such additional costs. We will invoice for these additional costs at the same time as we invoice for the Services or if it relates to one-off visits to or repairs at the Premises, we will invoice on completion of the relevant visit or repair.
- 7.2 The Services only cover a single property. You will need a separate Contract for each property you wish to have covered by any Services provided by us.

## **8. Services**

- 8.1 We will provide the Services with reasonable skill and care.
- 8.2 The Services will only be provided in respect of Equipment which is used for domestic use. We do not provide the Services in respect of any Premises or Equipment not being used for residential domestic use.
- 8.3 Unless we agree otherwise, the Services will only apply to the Equipment as set out in the Contract Details. You may request that additional appliances or equipment be covered by the Services and we will let you know if we are able to accept such addition. We will give reasons if we choose not to do so (and we can choose not to do so in our sole discretion). The charges payable for each additional item of equipment or appliance will be quoted for on request. If additional equipment or appliance is added to the Contract after the Services Start Date, the Contract will be applicable to such equipment or appliance at the start of the next calendar month and the charges payable for each additional item of

equipment or appliance will be added to the existing charges if you are paying monthly, or a pro-rata amount will be invoiced to you for the additional charges applicable for the remaining 12 month period.

- 8.4 Where we agree, after the Services Start Date set out in the Contract Details, for additional items to be covered by the Services, we will undertake an inspection of such item at the costs set out in the Contract Details, which costs will be payable within 7 days after the additional inspection (and if you don't allow us access to provide such inspection we may refuse to cover the relevant equipment/appliance under the Service). If the relevant item, equipment or appliance does not pass or other repairs are required we will notify you of this. If you would like for us to undertake the repairs and we are able to do so, there will be additional charges for this of which we will notify you and such additional charges will be invoiced upon completion of the repairs. If you do not wish for us to undertake the repairs then you must arrange for them to be done and the relevant item will not be covered by the Services until this has been done and we have signed off on the repairs as being satisfactory. We may refuse for the relevant item to be covered if the repairs are not undertaken to our satisfaction.
- 8.5 If the Services require replacement of components we will make reasonable attempts to obtain components from approved suppliers within a reasonable time unless circumstances are beyond our control.
- 8.6 If there are works or components required on your Equipment which are not covered by the Services on your Care Plan (including but not limited to for health and safety reasons), we will provide you with a written report and a quotation for the excluded works or required components. Any quotation accepted by you will be invoiced to you upon completion of the work.
- 8.7 We are not responsible to you if we are unable to provide the Services due to the state of the property, including due to limited access.
- 8.8 You agree and consent to us taking photographs of the Equipment and / or the Premises for us to use in our marketing and promotional material. You may at any time withdraw your consent by notifying by email at [info@thamesflame.com](mailto:info@thamesflame.com).

## 9. Exclusions to the Services

### 9.1 WE DO NOT COVER THE FOLLOWING UNDER THE SERVICES:

- 9.1.1 Any breakdown or fault arising within the first 14 days of the Services Start Date.
- 9.1.2 Any pre-existing fault which you know about or reasonably should have known about.
- 9.1.3 Any deliberate or reckless damage caused to the Equipment
- 9.1.4 Any Equipment containing or comprising heat pumps.
- 9.1.5 Any solar powered Equipment.

- 9.1.6 Any Equipment in respect of which you have not complied with the requirements of clause 15.6.
- 9.1.7 Any damage or fault caused by any third party undertaking works or repairs to the Equipment.
- 9.1.8 Any damage to the Premise caused by a fault in the Equipment, for example, water damage from leaks unless we have been negligent and caused the relevant damage.
- 9.1.9 Your Equipment that is not for domestic purposes.
- 9.1.10 Changes or problems with the gas, electricity, oil or water services causing damage or breakdown repairs.
- 9.1.11 Gaining access to your system or pipeline if it is not accessible, eg. concealed pipework.
- 9.1.12 Replacing any batteries in your system controls.
- 9.1.13 Where there is a significant health & safety issue such as infestations, hazardous material, harassment to our staff (verbal or physical), work will discontinue until issues are resolved.
- 9.1.14 Replacing any fittings, fixtures, showers or sanitary ware.
- 9.1.15 Replacement of a boiler or other equipment.
- 9.1.16 Upgrades that you may want to have carried out for improvements.
- 9.1.17 Replacing or repairing parts that are not necessary to the way it is working or for decorative purposes.
- 9.1.18 Repairing or replacing flues or terminals that are not directly part of the appliance flue system.
- 9.1.19 Oil tank and any external pipework to an oil tank.
- 9.1.20 Removal of any asbestos needed to repair an appliance or system. If you have the asbestos removed, you must supply us with a Clean Air Certificate by law before we carry out any work on the property.
- 9.1.21 Resetting controls (for example adjusting digital thermostats timings and settings).
- 9.1.22 Gledhill water storage products.
- 9.1.23 Cash alternatives instead of a service, maintenance or repair.
- 9.1.24 Repairing or replacing steel, lead or iron pipes (not applicable to your gas supply pipe from appliance to meter if covered in your Contract).



- 9.1.25 Any issues related to either limescale, sludge and other debris.
- 9.1.26 Designer or curved radiators or towel rails.
- 9.1.27 Underfloor heating.
- 9.1.28 Repeat calls for user error following Thames Flame's advice.
- 9.1.29 Solar, HIU, smart controls and any non-standard components.
- 9.1.30 If your boiler is more than 7 years old and the cost of repair will exceed £350 then the boiler will no longer be covered - In this instance, money spent on your Care Plan will be taken off the cost of a new boiler.
- 9.1.31 If parts needed to repair your boiler are obsolete and not available from our trusted suppliers - In this instance, money spent on your Care Plan will be taken off the cost of a new boiler.
- 9.1.32 Removal of fixtures or fittings on your Premises to gain access to your Equipment.
- 9.1.33 Faults or faults arising as a result of third parties providing any service to your Equipment throughout the Term of this Contract.

- 9.2 In addition to the above, the Service does not cover replacement of boilers or any other Equipment in circumstances where we are unable to repair the boiler or other Equipment.
- 9.3 If we are able to provide any additional services in respect of the excluded items set out above then we will let you know and will provide you with a quote for providing such services. If we do provide any such services they will be deemed to be Services and the terms of this Contract will apply. Any such additional services will be invoiced to you on completion of the work.

## **10. Insurance events**

- 10.1 If any damage or failure or faults in any of the Equipment is covered under an existing insurance policy, you must first submit a claim to your existing insurer. We do not provide Services if you are insured for an event which causes loss or damage to your Equipment.
- 10.2 We will not provide Services in respect of any faults usually covered by insurance including flooding, storms, fire, structural repairs, freezing weather, subsidence, lightning, accidents etc.

## **11. Annual Service**

11.1 Subject to the Care Plan chosen by you, you will receive one service of your boiler and a maintenance inspection of your Equipment (“Annual service”) during each Year of the Contract.

11.1.1 We will notify you no later than 30 days of the expiry of the Term of your Contract to conduct an Annual service of your Equipment.

11.2 If you are a Business Customer and have chosen the Care Plan Landlord Additions (as described in Schedule 1), you will receive one gas safety inspection in respect of the Equipment (“Gas Safety Inspection”) during each Year of the Contract.

11.2.1 We will notify you no later than 30 days of the expiry of the Term of your Contract to conduct the Gas Safety Inspection.

## 12. Timing of Services

12.1 Where it forms part of the Care Plan you have selected we will endeavour to respond to any request for Services within 24 hours of receiving your request however this cannot be guaranteed.

12.2 As part of the Services we operate an emergency line for breakdowns which is in operation 24 hours a day, 7 days a week (including bank holidays) but this only applies if you have selected a Care Plan which is not a Starter Plan or Basic Plan, as described below in Schedule 1 Paragraph 2.1.

12.3 We cannot always guarantee that repairs will be completed on the same day our engineer attends the Premises as many factors are outside of our control, including availability of parts.

12.4 For non-emergency repairs (we will determine whether something is an emergency following the initial call with you) we only undertake Services between 8am and 5pm Monday to Friday (excluding bank holidays) (“Business Hours”). Any Services provided outside of this time for non-emergency repairs will be charged based on the time spent at the rate applicable outside Business Hours as notified to you from time to time.

12.5 Where you have selected a Care Plan which is not a Starter Plan or Basic Plan, we will endeavour to respond to any emergency relating to the Services as soon as practicably possible, seven days a week (including Bank holidays) unless circumstances are beyond our control. Emergencies can be reported 24 hours a day on 0203 189 1414.

## 13. Changes to the Service

- 13.1 **Minor changes to the Services.** We may change the Services to implement minor technical adjustments and improvements. These changes will not affect your use of the Services and are only designed to improve the quality of the Services.
- 13.2 **Changes requested by you.** You may request certain changes to the Services, but we will not be obliged to undertake any such changes until we expressly agree to do so. If you wish to make a change to the Services, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 13.3 **Upgrading your Care Plan.** You may, on providing us with 1 months' written notice, request that your existing Care Plan is upgraded to a more expensive Care Plan with no cancellation costs. At the end of the notice period, your existing Care Plan will upgrade on the last day of the month the notice period ended and your upgraded Care Plan will start on the 1st day of the next month and continue for the balance of your Contract 12 month period.
- 13.3.1 If you paid a lump sum in advance for the charges and not a monthly debit, the additional charges will be applicable to the new upgraded Care Plan for the balance of your Contract 12 month period and will be due and payable on the 1st day of the month the upgraded Care Plan starts. If your existing Care Plan is paid on a monthly debit, the additional charges applicable to the new upgraded Care Plan will be due and payable on the 1st day of the month the upgraded Care Plan starts.
- 13.4 **Downgrading your Care Plan.** You may not downgrade your existing Care Plan within the first 12 months of the Contract. After the first 12 months of the Contract you may downgrade the Care Plan to a cheaper plan on providing us with 1 month's notice. The new plan will commence on the start of the calendar month falling not less than 1 month after you notify us of your intention to downgrade the plan. When you downgrade your Care Plan, a new 12 month fixed term will apply during which you will not be able to cancel the Contract unless we have done something wrong. After the 12 month fixed term expires then the provisions of clause 5.3 will apply.

## 14. Access

- 14.1 You agree to give us or our agents access to the Premises and the Equipment at reasonable times:
- 14.1.1 to supply the Services;
- 14.1.2 to carry out a safety inspection; and
- 14.1.3 to install, replace, test or reposition the Equipment.
- 14.2 If we have arranged an appointment with you to access the Premises as required in clause 14.1, and you either fail to give 24 hours notice of cancellation of the appointment or you are not available at the Premises when we arrive, or you refuse us entry to the Premises, we will charge you the failed call out charge as set out in the Contract Details.

- 14.3 You must ensure that there is someone over the age of 18 at the Premises when we arrive and for throughout our time at the Premises.
- 14.4 We will arrange an appointment with you to supply the Services. If you repeatedly refuse to allow us access to the Premises or your Equipment, we will be under no duty to perform the Services and we will have the right to cancel the Contract and the cancellation fee as set out in the Contract Details will become due and payable by you.
- 14.5 You must ensure that the Premises is safe and in a fit and proper state to allow us to provide the Services, including ensuring that the area around the Equipment is clean and tidy and the means of access are free from interruption or blockage. We are not obliged to provide any Services and will not be liable for any failure or delay in providing the Services if we do not do so because we consider that the Premise is not safe. If we are required to open up for access and/or damage the Premises to gain access to the area around the Equipment or access to the Equipment, we will obtain your permission in writing to damage the Premises. We will not be liable for any damage at all where we have received your permission in writing. At our sole and absolute choice, we will use our reasonable endeavours to repair any damage. If you do not give us permission to damage the Premises, we will suspend the Services until we can gain access to the area around the Equipment or access to the Equipment or you can end the Contract as set out in these Terms and Conditions.

## **15. Your other obligations**

- 15.1 You must promptly provide us with all information we reasonably request. You must ensure that all information is true and accurate and you must notify us if this ceases to be the case and provide updated information.
- 15.2 You must provide us with reasonable assistance as we reasonably require when providing you with the Services.
- 15.3 You must take reasonable care of all of the Equipment and must inform us immediately if there are any problems or faults with any of the Equipment.
- 15.4 You must not undertake any repairs or allow any other person to undertake any repairs on any of the Equipment without our prior written consent.
- 15.5 You must comply with all laws at all times.
- 15.6 In relation to the Equipment you must:
- 15.6.1 use them in accordance with the instructions (whether written or otherwise) provided by us or the relevant manufacturer or supplier from time to time;
  - 15.6.2 not make any addition, modification or adjustment to them without our prior written consent;
  - 15.6.3 allow us to undertake an annual service and safety check; and

- 15.6.4 maintain all records and documentation in respect of the Equipment, including in relation to all previous safety and compliance checks and make them available to us on request.

## 16. Moving House

- 16.1 If you are a Consumer Customer and you move out of the Premises, then unless we agree to transfer the Care Plan to the new property (deemed to be the Premises from the point that the plan is transferred), this Contract will end. You may be liable for cancellation charges depending on when this happens and how much notice you give us. See clauses 5 and 30 for more details. If you wish to transfer your Care Plan to your new property the following will apply:
- 16.1.1 You must provide us with one months' written notice.
  - 16.1.2 We will conduct an additional inspection at the costs set out in the Contract Details.
  - 16.1.3 If we are unable to transfer your Care Plan to your new property, this Contract will end. You may be liable for cancellation charges depending on when this happens and how much notice you give us. See clauses 5 and 30.
- 16.2 If you are a Business Customer, this Contract will end if you sell the property on the day the property is sold and you will be required to pay the early termination charges set out in clause 30.
- 16.3 You are required to notify us as soon as you become aware that you may move or sell the property (as applicable).
- 16.4 If you are moving or selling the Premises and do not tell us, we will terminate your existing Contract with effect from the date when a new owner or occupier moves into the Premises and you will be liable for the early termination charges as set out in clause 30.

## 17. Our Prices and Charges

- 17.1 Our prices for supplying Services and any other charges associated with your Care Plan are set out in the Contract Details under clause 1.
- 17.2 Our charges (other than for charges for which we quote when the need arises) are based on the Care Plan chosen by you for the Equipment at the Premises and are fixed for the first 12 month period of this Contract.
- 17.3 Not less than a month before this Contract renews for any further 12 month period we will advise you of the charges applicable for the new 12 month period and you will have the ability to end the Contract if you do not agree to such charges in accordance with clause 5.

- 17.4 We can also charge you for other reasonable costs that aren't included in our Services under certain circumstances. We will tell you how much such charges are at the time and will provide a breakdown of the costs if you ask us for one. These can include costs arising from the following:
- 17.4.1 Visiting your property to repair damage that you have caused to the Equipment.
  - 17.4.2 Inspecting, testing, replacing or working on your Equipment if you ask us to but there's no problem with it.
  - 17.4.3 Costs of replacement parts not covered by the Services if you ask us to replace the parts.
  - 17.4.4 Call out fee as set out in the Contract Details if you report a fault not covered by the Services.
  - 17.4.5 Charges we are required to pass on to our customers by law or regulation or a regulatory authority.
  - 17.4.6 Any reasonable cost we incur (including administration cost) because you failed to meet the Terms and Conditions of this Contract.
- 17.5 We will invoice you in respect of costs referred to in clause 17.4 upon completion of the work.
- 17.6 VAT is also payable at the applicable rate. If the rate of VAT changes throughout the duration of this Contract then we will adjust the rate of VAT you pay, unless you have already paid for the Services before the change takes effect.

## **18. Payment Method**

- 18.1 You are responsible for paying for the Services until your Contract with us ends, including any charges or debts that remain outstanding at the end of your Contract. Any outstanding charges or debts outstanding at the end of the Contract will be due and payable by you within 7 days of the Contract ending.
- 18.2 The method of payment will be either an annual payment for the 12 month period of the Contract, which payment will become due and payable upon receipt of our invoice, or a standard monthly direct debit (unless otherwise agreed with us) and you are responsible for ensuring that the direct debit can be paid in full on the due date.
- 18.3 We reserve the right to refuse to process any transaction we deem fraudulent or suspicious.
- 18.4 We will act in accordance with the Direct Debit Guarantee.
- 18.5 If you do not pay annually or by direct debit, you will still be responsible for paying for the Services in full each month by an alternative payment method agreed with us.

18.6 If we raise any invoices for any specific Services including for any items described in clause 17.4, such invoices must be paid within 7 days of the date of the invoice.

## 19. Non-Payment of Charges

19.1 If you do not pay your bill on time, we may:

19.1.1 require that you bring your account into good order;

19.1.2 take such steps as are necessary to recover the sums due to us, which may include employing a debt collection agency;

19.1.3 provide information about your non-payment to credit reference agencies, which may impact your ability to get credit in the future;

19.1.4 suspend the Services if you still do not make payment within 7 days of us reminding you of the overdue amount. We will contact you to let you know we are suspending the Services. No faults that arise during the suspension of the Services will be covered by your Care Plan; and

19.1.5 charge interest at the rate of 4% above the Bank of England Bank base rate at the relevant time on all outstanding charges from the date the charges first became overdue until the date you make payment of such charges.

19.2 If you are having difficulty in paying your bill, please let us know as soon as possible and we can discuss ways that might help make paying your bills more manageable. You can contact us by email at [info@thamesflame.com](mailto:info@thamesflame.com), and we will provide all such help and assistance as we can.

## 20. Warranty

20.1 **In respect of Consumer Customers:** You will have all the rights and warranties provided to you under the Consumer Rights Act 2015 (see the section below relating to your consumer rights).

## 21. Intellectual property rights

21.1 In relation to the Services, we shall retain ownership of all intellectual property rights in the Services unless stated otherwise in the Contract.

## 22. Confidentiality

22.1 Both you and us promise that at any time during this Contract, not to disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 22.2.

- 22.2 Each party may disclose the other party's confidential information:
- 22.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party will ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 22; or
  - 22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 22.3 No party will use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

## 23. Changing the Contract

- 23.1 We can change the terms of your Contract at any time, which may include situations where it is necessary for us to comply with any laws, or other rules that we are obliged to follow.
- 23.2 We will inform you of any changes and the latest copy of our Terms and Conditions will be provided to you.
- 23.3 We will not change the prices applicable to your Contract during any 12 month period of this Contract.
- 23.4 If we propose to make changes to your Contract that are not to your advantage we will give you reasonable notice of the changes. If you do not agree with the changes, you can end this Contract.

## 24. Reasons we may suspend the Services

- 24.1 We may have to suspend the Services to:
- 24.1.1 deal with technical problems or make minor technical changes;
  - 24.1.2 update the Services to reflect changes in relevant laws and regulatory requirements;
  - 24.1.3 make changes to the Services as requested by you or notified by us to you; or
  - 24.1.4 as described in clause **Error! Reference source not found.** and 18.6.

## 25. Your rights if we suspend the Services

- 25.1 We will contact you in advance to tell you that we will be suspending the Services, unless the problem is urgent or an emergency. Unless we suspend the Services due to your non-payment, or for any other reason caused by you, then if we have to suspend the Services



for longer than 30 days, we will adjust the length of the Services, so that you will still receive the full agreed period of the provision of the Services and these days do not continue to run down whilst Services are suspended. Unless we suspend due to your non-payment or for any other reason caused by you, you may contact us to end the Contract if we suspend the Services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made.

## **26. Your rights to end the Contract**

- 26.1 If you are a Consumer Customer then you have the right to cancel the Contract for a range of reasons, including if you have just changed your mind about the Services. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions for any Services already started.
- 26.2 You can always end the Contract for supply of Services before the Service has been initiated and paid for. If you are a Consumer Customer you may contact us to end this Contract in respect of the Services at any time before we have started to supply them and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a Service is of poor quality or is mis-described.

## **27. What happens if you have good reason for ending the Contract**

- 27.1 If you are a Consumer Customer ending the Contract for a reason set out at clause 27.1.1 and clause 27.1.2 below, the Contract will end immediately and we will shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made. If we have provided valid Services for which you have not paid you will be required to pay for those Services. The reasons are:
- 27.1.1 there is a risk that us providing the Services may be significantly delayed because of events outside our control; or
- 27.1.2 you have a legal right to end the Contract because of something we have done wrong. (see clause 33 below).

## **28. Exercising your right to change your mind (Consumer Contract Regulations 2013)**

- 28.1 If you are a Consumer Customer then where this is a distance contract or an off-premise contract (see the important section at the outset of this Contract for an explanation of these phrases), you have a legal right to change your mind within 14 days and receive a

refund of sums paid subject to deductions as explained below. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

28.2 **How long do I have to change my mind?** You have 14 days from the day *after* the day on which the Contract was entered into being the date it is signed by the last of you or us.

## 29. Paying for Services provided

29.1 This clause 29 shall apply in respect of any termination or cancellation of this Contract other than where you terminate it under clause 28.

29.2 By entering into this Contract, you are expressly consenting to us starting to provide the Services immediately. Therefore, you will be required to pay for any Services provided during the cooling off period described above, even where you do cancel during such period.

## 30. How to end the Contract with us (including if you have changed your mind)

### 30.1 Termination for Business Customers.

30.1.1 the rights in this clause of either party to terminate this Contract shall only apply if you are a Business Customer.

30.1.2 without affecting any other right or remedy available to it, we may terminate this Contract, at any time:

30.1.2.1 on giving not less than one months' written notice to you; or

30.1.2.2 with immediate effect if the Contract infringes or allegedly infringes any laws or rules including all legislation, regulations, directives, orders, decisions of any court or authority with applicable jurisdiction.

30.1.3 without affecting any other right or remedy available to it, we or you may terminate this Contract with immediate effect by giving written notice to the other party if:

30.1.3.1 the other party commits a material breach of any material term of this Contract (other than failure to pay any amounts due under this Contract) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

30.1.3.2 the other party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that

its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

- 30.1.3.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- 30.1.3.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 30.1.3.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;
- 30.1.3.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 30.1.3.7 an application is made to court, or an order is made, for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the other party;
- 30.1.3.8 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 30.1.3.9 a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- 30.1.3.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 30.1.3.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 30.1.3.3 to clause 30.1.3.10 (inclusive);
- 30.1.3.12 the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or

30.1.3.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy.

30.1.4 For the purposes of clause 30.1.3.1, a **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

30.1.4.1 a breach of any of the obligations set out in clauses 5.6, 5.7, 6.8, 7.3, 10, 14.4, 14.5, 15, 16, 18.6, 19, and 22.

## 30.2 Consequences of termination for Business Customers

30.2.1 On termination or expiry of this Contract you shall:

30.2.1.1 pay any invoices we have submitted to you; and

30.2.1.2 pay any applicable cancellation fee.

## 30.3 Tell us you want to end the Contract. To end the Contract with us, please let us know by doing one of the following:

30.3.1 **Phone or email.** Call or email us using the contact details set out in the Contract Details. Please provide your name, home address, details of the order and, where available, your phone number and email address. If you are a Consumer Customer then the model cancellation form can be found in Schedule 3 to these Terms and Conditions which you may use but are not obliged to.

## 31. How we will refund you

31.1 If any refunds are due to you, we will refund you by the method you used for payment.

## 32. Our rights to end the Contract

32.1 We may end the Contract for certain reasons. We may end the Contract at any time by writing to you if:

32.1.1 you do not make any payment to us within 14 days of it becoming due;

32.1.2 if any of the information you provide us proves to be inaccurate or misleading;

32.1.3 you commit any fraudulent or other criminal act during our dealings or in respect of your request for our Services;

32.1.4 if we are unable to provide the Services at the Premises on more than one occasion due to health and safety concerns;

- 32.1.5 if any repairs are required to the Equipment (including those identified during the first inspection) and you fail to procure those repairs within a reasonable period;
  - 32.1.6 if you fail to grant us the required access to provide the Services on more than one occasion; or
  - 32.1.7 for any of the other reasons described in this Contract including breach of the obligations in the following clauses clauses 5.6, 5.7, 6.8, 7.3, 10, 14.4, 14.5, 15, 16, 18.6, 19, and 22.
- 32.2 You must compensate us if you break the Contract or if we have the right to end the Contract.
- 32.3 If you are a Consumer Customer then if we end the Contract in the situations set out in clause 32, we will (unless it would be unlawful for us to do so) refund any money you have paid in respect of Services not received, on a pro-rata basis less the cancellation fee set out in the Contract Details. For instance if the Contract terminates after 6 months you will be due a refund for 50% of the annual fee less the cancellation fee. If you pay on a monthly basis you will be required to pay for the Services up until the point of termination.

### **33. If there is a problem with the Service**

- 33.1 If you have any complaints or questions about the Service, please contact us using the details set out in the Contract Details section.
- 33.2 If you submit a complaint we will try to respond within 2 working days.
- 33.3 If you need independent advice at any time you can contact Citizens Advice Bureau by phone on 0808 223 1133 or [visit their website at www.citizensadvice.org.uk/](http://www.citizensadvice.org.uk/). Their service is free, independent and confidential.
- 33.4 Summary of your legal rights. We are under a legal duty to supply Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights. If you have any questions about your legal rights, we recommend you discuss them with the Citizens Advice Bureau.

## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website <https://www.citizensadvice.org.uk/> or call 0808 223 1133.

The Consumer Rights Act 2015 says that services must be carried out with reasonable care and skill.

The services must comply with any pre-contract information provided under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

The services must also comply with any information that has been voluntarily provided by the trader.

If the Services aren't provided in accordance with these requirements then you can ask us to fix it or repeat the service or get some money back if we can't fix it.

## 34. Your Information

- 34.1 We agree that we will use any personal data that you provide to us in accordance with our Privacy Policy, which is available on our website at <https://thamesflame.com/privacy-policy/>. We will always process personal data fairly and lawfully in accordance with your rights. This means that we will not process your personal data unless you have consented to this happening or where we have another legitimate basis for doing so.
- 34.2 It may be necessary to share your data with third parties, in order to process your data and comply with industry obligations.

## 35. Our responsibility for loss or damage suffered by you

- 35.1 This clause does not apply to you if you are a Business Customer. If you are a Business Customer then our liability is limited and capped as per clause 4 above.
- 35.2 **Our liability to consumers.** We're responsible for losses you suffer caused by us breaking this Contract unless the loss is:
- 35.2.1 **unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
  - 35.2.2 caused by a delaying event outside our control;
  - 35.2.3 **avoidable.** Something you could have avoided by taking reasonable action. For example, damage you cause to your own Equipment or where you have failed to take reasonable steps to minimise any damage to the Equipment; or
  - 35.2.4 any business related losses.

35.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are as described and supplied with reasonable skill and care.

## 36. Damage to the Premises

36.1 If we damage the Premises whilst providing the Services you must take steps to reduce the impact of such damage and you must give us a reasonable opportunity to rectify the damage.

## 37. Safety and Emergencies

37.1 If you have an emergency relating to your Equipment covered under the Services, you can contact us on 0203 189 1414 or if you suspect or are aware of a gas leak you must immediately telephone the Gas Emergency Number 0800 111 999.

## 38. Force Majeure

38.1 We're not responsible for delays outside our control.

38.2 If our supply of the Services is delayed by an event outside our reasonable control, such as:

38.2.1 acts of God, flood, drought, earthquake or other natural disaster;

38.2.2 epidemic or pandemic;

38.2.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

38.2.4 nuclear, chemical or biological contamination or sonic boom;

38.2.5 any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

38.2.6 collapse of buildings, fire, explosion or accident;

38.2.7 any labour or trade dispute, strikes, industrial action or lockouts other than in each case by the party seeking to rely on this clause, or companies in the same group as that party;

38.2.8 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

38.2.9 interruption or failure of utility service,

we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be more than 6 weeks you can contact our Customer Service Team via email on **info@thamesflame.com** to end the Contract and receive a refund (or pro-rata refund as may be applicable) for any Service you have paid for in advance, but not received, less reasonable costs we have already incurred.

## 39. General

39.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the Contract within 30 days of us telling you about it and we shall refund you on a pro rata basis for any sums paid in advance but for which Services have not been provided for instance if the Contract is terminated after 6 months, we shall refund you 50% of the annual payment you made.

39.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent.

39.3 **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need the consent of any person acquiring rights under our guarantee to end the Contract or make any changes to these terms.

39.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

39.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the Services, we can still require you to make the payment at a later date.

39.6 **Notices to each other.** Notices to you under this Contract will be sent by post or delivered by hand to the billing address, or in the case of email to the last known email address that you have provided.

39.7 Notices to us under the Contract must be sent by post to Thames Flame Ltd, Osborne House, 143-145 Stanwell Road, Ashford, Middlesex, TW15 3QN.



- 39.8 Save where receipt can otherwise be demonstrated, notices will be deemed as having been received:
- 39.8.1 at the time of delivery if delivered by hand;
  - 39.8.2 2 working days after sending if sent in the post; and
  - 39.8.3 at the time of delivery in the case of emails unless this is not on a working day or after 5pm on a working day, in which case it will be deemed received at 9am on the next working day.
- 39.9 These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a Business Customer you irrevocably agree to submit all disputes arising out of or in connection with our Contract with you to the exclusive jurisdiction of the English courts.

# Schedule 1

## 1. Care Plans:

Each Care Plan Contract provides:

- 1.1 One service and maintenance inspection of your boiler during each year of our Care Plan Contract. This includes safety checks on the boiler, inspecting the appliance system and controls to ensure they are operating correctly;
- 1.2 Advice on your central heating from our experienced engineers; and
- 1.3 All Care Plans are subject to Exclusions listed in clause 9.

## 2. Types of Care Plans:

### 2.1 Starter Plan:

2.1.1 Annual Boiler Service including:

- 2.1.1.1 Checking safety devices on the boiler
- 2.1.1.2 Pressure testing and gas rating the appliance
- 2.1.1.3 Inspecting seals
- 2.1.1.4 Inspecting the heat exchanger and burner
- 2.1.1.5 Ensuring the appliance is free from water leaks
- 2.1.1.6 Cleaning condensate traps
- 2.1.1.7 Inspecting water seals
- 2.1.1.8 Testing working pressure
- 2.1.1.9 Inspecting the combustion chamber
- 2.1.1.10 Checking ignition
- 2.1.1.11 Checking the fan and other moving components
- 2.1.1.12 Setting time controls
- 2.1.1.13 Checking flue integrity
- 2.1.1.14 Looking for signs of corrosion
- 2.1.1.15 Keeping you up to date with current regulations and standards

- 2.1.1.16 Ventilation inspection
- 2.1.2 Add-ons for the below are available at an extra cost.
  - 2.1.2.1 Liquid Petroleum Gas
  - 2.1.2.2 Unvented Cylinders
- 2.1.3 Neither inspections of Equipment or call outs to the Premises or repairs to Equipment are covered under the Starter Plan.
- 2.1.4 Exclusions apply please see clause 9 for full information.

### **3. Total Plan:**

- 3.1 Unlimited Call Outs.
- 3.2 All Annual Boiler Services outlined in the Starter Plan.
- 3.3 Repairs to Boiler and Controls Heating Care (parts and labour) including:
  - 3.3.1 Timers
  - 3.3.2 Thermostat
  - 3.3.3 Zone Valve 2 or 3 port
  - 3.3.4 Radiator Valve
  - 3.3.5 Cylinder Stat
  - 3.3.6 Boiler Repairs
  - 3.3.7 Hot Water Tanks
  - 3.3.8 Immersion
  - 3.3.9 Radiators (excluding designer or curved radiators or towel rails)
  - 3.3.10 Sludge-related issues (blockages in pipes and components), exclusions apply.
- 3.4 Exclusions apply please see Exclusions in clause 9 for full information.

## **4. Ultimate Plan:**

- 4.1 Unlimited Call Outs.
- 4.2 All Annual Boiler Services outlined in the Starter Plan.
- 4.3 All Boiler and Controls Heating Cover outlined in the Total Plan.
- 4.4 Repairs to Internal Hot & Cold Pipes care including:
  - 4.4.1 Internal stopcock
  - 4.4.2 Ball valves
  - 4.4.3 Gate/ Lever Valves
- 4.5 Repairs and maintenance to internal Drainage care only, including:
  - 4.5.1 Internal Draining pipes within the property for blocks or leaks
  - 4.5.2 Traps for blocks and leaks
  - 4.5.3 Pop up plugs
- 4.6 Sludge-related issues (blockages in pipes and components), exclusions apply.
- 4.7 Exclusions apply please see Exclusions in clause 9 for full information

## **5. Basic Plan:**

- 5.1 Only applicable to boilers inside manufacturer's warranty
- 5.2 Repairs to Controls Heating Care (parts and labour) including:
  - 5.2.1 Timers
  - 5.2.2 Thermostat
  - 5.2.3 Zone Valve 2 or 3 port
  - 5.2.4 Radiator Valve
  - 5.2.5 Cylinder Stat
  - 5.2.6 Boiler Repairs
  - 5.2.7 Hot Water Tanks
  - 5.2.8 Immersion

5.2.9 Radiators (excluding designer or curved radiators or towel rails)

5.2.10 Sludge-related issues (blockages in pipes and components), exclusions apply.

5.3 Exclusions apply please see Exclusions in clause 9 for full information.

## **6. Landlord Additions Plan**

6.1 The Thames Flame Care Plan's Landlord Add-On is only applicable for landlords who let out properties for domestic purposes and includes in addition to your chosen plans Services:

6.1.1 A gas safety inspection

6.1.2 Completion of the Landlord Gas Safety Certificate (CP12).

## Schedule 2

### MODEL CANCELLATION FORM

*(Complete and return this form only if you wish to withdraw from the Contract)*

To: Thames Flame Limited, Osborne House, 143-145 Stanwell Road, Ashford, Middx, TW15 3QN ,  
Tel: 0203 189 1414 email: [info@thamesflame.co.uk](mailto:info@thamesflame.co.uk).

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Contract for the supply of the following services [\*,

Ordered on [\*/received on [\*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate