

# **24 HOUR HOME SERVICE**

## **TERMS AND CONDITIONS**

### **1. Definitions**

- 1.1 Supplier – 24 Hour Home Service Limited
- 1.2 Customer – name as set out on the agreement document
- 1. Agreement - these Terms and Conditions and the document agreed between the parties including the identity of the parties, date of agreement, services to be provided and first annual subscription.
- 1.2 Annual Subscription - the subscription payable at the outset and by each anniversary of the Commencement Date, subject to the quarterly / monthly payment option.
- 1.3 Exposed – a system or fitting is exposed if it can be readily accessed without need for the removal of permanent or temporary obstruction(s) (excluding purpose-designed inspection doors, covers and hatches).
- 1.4 Survey – the inspection / assessment of the System / Supply to verify that it is in good working condition as further defined elsewhere in this Agreement.
- 1.5 Property – the private domestic property owned by the Customer at which the System or Supply is located excluding any non-permanent structures.
- 1.6 Services - the parts and labour set out at clause 5;
- 1.7 System – the system and/or fittings to which Services may be provided under this Agreement as set out at clause 5.
- 1.8 Evidence – receipts, log books, service manuals, benchmarks
- 1.9 Emergency – sudden and unforeseen breakdown or damage which immediately exposes you or others to a risk affecting safety or health , damage to the property or makes the property uninhabitable.
- 1.10 Regular servicing – servicing of the installation in accordance with the manufactures recommendation
- 1.11 Maintenance – repairs and servicing carried out by a competent person

### **2. Basis of the Agreement**

- 2.1 The Supplier agrees to supply the Services to the Customer at the Property (subject to clause 10.5) and the Customer agrees to pay the Annual Subscription, any deposit and any additional charges in accordance with the terms of this Agreement.
- 2.2 This Agreement shall become binding on the Supplier only when all of the following conditions are satisfied;-
  - 2.2.1 payment of the Annual Subscription has been made, or payment of the deposit has been made and acceptable facilities for payment of the balance of the Annual Subscription under the quarterly / monthly payment option have been established;
  - 2.2.2 the survey has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired or the Supplier has confirmed that the System has passed the Initial Inspection, if sooner;
  - 2.2.3 28 days have elapsed from receipt by the Supplier of the Agreement from order by telephone or post.
  - 2.2.4 In the event that the Supplier or their agent is at the property and clauses 2.2.1 and 2.2.2 are satisfied with immediate effect.
- 2.3 Subject to the Customer's right of cancellation at clause 10.2, this Agreement shall be binding on the Customer at the earliest of;-
  - 2.3.1 the Customer's signature of this Agreement, if requested; or
  - 2.3.2 the Customer's receipt of this Agreement, after the Customer has returned written payment instructions, or has set up payment facilities or made payment by telephone to the Supplier, or has returned a signed order form or similar document summarising the Services and Annual Subscription.
- 2.4 This Agreement shall apply to the provision of the Services by the Supplier in connection with the System to the Customer to the exclusion of all other terms and conditions.

- 2.5 The Supplier may employ sub-contractors to carry out any part of its obligations under the Agreement at its sole discretion and it may assign its obligations under this Agreement to any other party. This Agreement is for the sole and personal benefit of the Customer, who may not assign any benefits or obligations under this Agreement without the written consent of the Supplier.
- 2.6 The Supplier may vary the terms of this Agreement at any time by written notice to the Customer. Any variation of these terms and conditions shall be inapplicable unless agreed in writing by an authorised officer of the Supplier.
- 2.7 The Supplier will conduct a survey of the System to verify that it is in good working condition at the outset, usually at the date of first attendance or first service. In the majority of cases, no qualifications will be made to the terms of this Agreement, and in that case the Supplier shall not be obliged to communicate any results of the Initial Inspection to the Customer. However, on identification of any existing faults at this stage, the Supplier may at its discretion by immediate notice in writing to the Customer served within 14 days of the Initial Inspection, and in any event within 70 days of the date of the Agreement;-
  - 2.7.1 cancel the Agreement;
  - 2.7.2 attach a condition on continued performance of the Agreement that the specified fault be corrected at the Customer's cost within 28 days or another specified timescale, provided that if the Customer instructs the Supplier to carry out such work, it may raise additional charges in respect of the parts and labour concerned, and provided that the Customer shall have the option to cancel this Agreement within 7 days of such notice;
  - 2.7.3 exclude certain faults or facilities from the System, provided that the Customer shall have the option to cancel this Agreement within 7 days of such notice.
- 2.8 In the event of a Customer notifying a fault on or after the Commencement Date but before the Initial Inspection has been conducted in accordance with clause 2.7, or after the Initial Inspection but before the time limit for serving notice of any existing defect at clause 2.7 has expired, the Supplier will promptly;-
  - 2.8.1 attend the Property to conduct the Initial Inspection; or
  - 2.8.2 notify the Customer whether the System has passed the Initial Inspection; as applicable. Thereafter, subject to any conditions or exclusions imposed under clauses 2.7.2 or 2.7.3, the Supplier will provide the Services in respect of the reported fault in the usual way.
- 2.9 If either party terminates or cancels the Agreement in accordance with clause 2.7, any monies paid by the Customer up to that point shall be refunded less a £50 administration fee.
- 2.10 The Supplier may conduct further surveys, inspections or assessments at any time at its discretion by prior notice to the Customer, and like provisions shall apply to such surveys, inspections or assessments, save that, in the event of termination by either party in that event, the provisions of clause 10.9 shall apply to refunds.

### **3. Customer's Responsibilities**

- 3.1 The Customer will provide the Supplier with such information and material and such access to and services and facilities at the Property as the Supplier may reasonably need to perform the Agreement. In particular, the Supplier may require access to the interior of the Property, any obstructions such as vehicles to be moved and access to mains electricity, gas, water and other services.
- 3.2 The Customer will pay such costs as the Supplier may incur in the event of breach of this clause 3. In addition to this any special access which requires provision of further equipment such as scaffolding will incur additional costs.
- 3.3 If the Supplier cannot gain access to carry out any Services at an agreed appointment, the Supplier will arrange another date and time. If, after two attempts, the Supplier still cannot gain access, it may levy a minimum charge of £80 and/or cancel the Agreement.
- 3.4 The Customer will take reasonable care of the System, will take reasonable precautions to prevent damage to it and will comply with any advice and instructions as to such facilities reasonably given to the Customer by the Supplier under this Agreement.
- 3.5 The Customer warrants that he owns the Property at which the Services will take place and the System and is entitled to commission the Services without the consent of any third party under any lease, agreement or other restriction or otherwise, including without limitation any landlord.
- 3.6 The Customer warrants that the Property is a private domestic property occupied by the customer.
- 3.7 Breach of the any clause in section 3 will at the discretion of the Supplier result in termination of the agreement.

#### 4. Payment Provisions

- 4.1 The first Annual Subscription shall be agreed between the parties before the Agreement is signed.
- 4.2 The Annual Subscription shall provide only for the Services (subject as stated elsewhere). The Supplier may raise additional charges in respect of any parts and labour not within the Annual Subscription, which charges shall be determined by the Supplier's scale of charges from time to time.
- 4.3 The Supplier reserves the right to vary the Annual Subscription and any additional charges at any time at its discretion, in the former case by notice in writing to the Customer. Such variation shall take effect in the former case on the next anniversary of the Commencement Date, and in the latter case immediately.
- 4.4 The Supplier may, if necessary, invoice the Annual Subscription in advance at or before the date of this Agreement and each anniversary of the Commencement Date.
- 4.5 If the Customer chooses the quarterly or monthly payment options, the Supplier will require the Customer to pay such **installments** by an appropriate banker's standing order, direct debit or by a credit or charge account under continuous authority.
- 4.6 The Supplier may levy the deposit and any add-on charges recorded in this Agreement on or at any time after the Agreement date, and shall be entitled to require payment of such sums in advance.
- 4.7 The Supplier may levy any additional charges immediately following the provision of the goods and/or services concerned.
- 4.8 Invoices, if necessary, will be addressed to the Customer's address set out in this Agreement.
- 4.9 All sums due under the Agreement will be payable by the Customer:-
  - 4.9.1 within 7 days of the date of invoice, if applicable; or
  - 4.9.2 on the date such sums fell due, if no invoice is raised.
- 4.10 Annual Subscriptions payable under the quarterly or monthly payment option shall be payable as follows:-
  - 4.10.1 Deposit – one-quarter/one-twelfth (as applicable) of first Annual Subscription paid on date of Agreement;
  - 4.10.2 3 or 11 (as applicable) further equal installments paid quarterly / monthly, starting 3 or 1 month after the Commencement Date (in each case as applicable);
  - 4.10.3 In second and subsequent years, 4 or 12 equal installments paid quarterly / monthly (in each case as applicable) starting on the anniversary of the Commencement Date and then continuing the existing payment pattern.
  - 4.10.4 In the event that two or more payments of the agreed subscription go unpaid the Supplier will levy an administration charge of £20 payable by the Customer along with any arrears due under the agreement prior to the services being reinstated.
  - 4.10.5 The Supplier reserves the right to employ the services of an agent to collect monies due under the terms of this agreement.
- 4.11 Time for payment shall be of the essence and payment shall be made without set-off or other deduction.
- 4.12 The Annual Subscription and any additional charges are inclusive of any VAT.
- 4.13 If the Customer fails to make any payment within the time specified in this Agreement the Supplier may take any or all of the following steps:-
  - 4.13.1 cancel the Agreement with immediate effect;
  - 4.13.2 suspend the provision of further Services and of any additional goods and/or services;
  - 4.13.3 charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of 8% per annum above the Lloyds TSB Bank plc base lending rate from time to time until payment in full is made, accruing on a weekly basis;
  - 4.13.4 appropriate any payment made by the Customer and set-off any monies due to the Customer, whether under this Agreement or any other contract or otherwise (including any VAT applicable), to or against the unpaid invoice or invoices;
  - 4.13.5 immediately invoice the balance of the Annual Subscription if the quarterly payment option has been chosen, and cancel the quarterly payment option.

## 5. Services and the System

### **Central Heating**

- 5.1 The Services provided under this Agreement include the maintenance and repair of the Customer's domestic gas central heating system at the Property.

#### **What the Services include**

- 5.2 One survey comprising a site visit to the Property to inspect the System, save where the Supplier itself installed the System within the previous 12 months.
- 5.3 One maintenance inspection during each consecutive 12 month period of the Agreement running from the Commencement Date.
- 5.4 Maintenance and repair of the Customer's boiler, central heating controls, radiators, pipes and valves essential to the normal operation of the Central Heating system.
- 5.5 Provided the Supplier accepts that the Customer's boiler is under 5 years old, the Supplier will replace it with a suitable new boiler approved by the Supplier if the Supplier decides at its discretion that replacement is more economic than the cost of repair (and provided also that spare parts for the existing boiler remain readily available). In any event, the aggregate liability of the Supplier under this clause including all parts, materials and labour shall be limited to £2,000 (including VAT) in aggregate.
- 5.6 If the Customer's boiler is 5 years old or more and in the view of the Supplier it is beyond economic repair or the Supplier cannot readily obtain spare parts, the Supplier will contribute £200 towards the cost of installing a replacement boiler fitted by the Supplier.
- 5.7 Using the Supplier's best endeavours to repair the System in the event of a breakdown which results in substantial impairment to the Customer's normal enjoyment of the System or where the System breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating unreasonable risk to health and safety.
- 5.8 All labour, parts and materials for repairs and access costs are included up to an aggregate maximum of £2,000 (including VAT) for each job (whether such job requires one or more visits to complete).
- 5.9 The Supplier's engineers are available every day of the year.
- 5.10 The Supplier provides a helpline which is open 24 hours a day.

#### **What the Services do not include**

- 5.11 Maintenance or repairs of the System before the Initial Inspection has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired or the Supplier has confirmed that the System has passed the Initial Inspection, if sooner.
- 5.12 Maintenance and/or repair of "warm air", "piped under floor" central heating systems or any non-gas" powered systems (e.g. electric, oil, , solid fuel etc) or any "air conditioning" system or appliance or any other non-water-based system.
- 5.13 Repairs to boilers over 10 years old where repairs are not practicable or are uneconomic, or repairs to any boilers where spare parts are not readily available.
- 5.14 Removing lime-scale, sludge or other deposits from the boiler or other parts of the system.
- 5.15 Maintaining or replacing flues that are not part of the Customer's boiler, replacing flues which fail to meet current standards.
- 5.16 Conducting work to the extent that the Supplier has told the Customer on the Initial Inspection that repairs or improvements are required as a condition of continued performance (at clause 2.7.2) or which are excluded (at clause 2.7.3). A "Powerflush" may be required on recommendation of the Supplier following the Initial Inspection.
- 5.17 The cost of repairs needed because of:-
- 5.17.1 design faults in the System;
  - 5.17.2 any item not installed or serviced to the manufacturer's specifications (unless the Supplier is responsible); or
  - 5.17.3 faults which existed before the date of the Agreement, save where those faults should reasonably have been discovered on the Initial Inspection by the Supplier using reasonable standards of care where an actual inspection of the System including a site visit was carried out. For clarity, faults which are not Exposed could not reasonably have been discovered.

- 5.18 Enhancing or upgrading the System or its performance for any reason, including bringing it to current standards, installing thermostatic radiator valves.
- 5.19 Maintenance or repairs to a second central heating system at the Property. The Agreement applies only to the Customer's primary central heating system (as determined by the Supplier) if there are more than one.
- 5.20 Power flushing of the system unless this has previously been carried out by the Supplier.
- 5.21 The reinstatement of any surfaces or coverings obstructing access which in the opinion of the Supplier must be removed to enable access. The Supplier will relay floor coverings floorboards fixtures and fittings to a standard sufficient to provide a safe environment but not necessarily to the original standard.

## **Plumbing**

- 5.22 The Services provided under this Agreement include the maintenance and repair of the domestic plumbing and drainage system at the Property.

### **What the Services include**

- 5.23 One Initial Inspection comprising a site visit to the Property to inspect the System and / or a remote assessment of the System using the Supplier's experience and expertise and for which the Supplier may require the Customer to provide certain information and material;
- 5.24 One safety and maintenance inspection during each consecutive 24 month period of the Agreement running from the Commencement Date.
- 5.25 Maintenance and repair of the plumbing system running from the mains stopcock to the taps, including any external taps fixed to the main dwelling, cold water storage tanks, hot and cold supply pipes, sanitary fittings, valves, internal drainage within the envelope of the Property.
- 5.26 Maintenance of hot water storage tanks that are less than 10 years old.
- 5.27 Making the Property and its contents safe from additional material damage caused by a breakdown.
- 5.28 Leaking overflow pipes, leaks to central heating water pipes or radiator valves (but not the radiators themselves nor other central heating appliances or components). Lagged pipes inside the main dwelling that burst as a result of cold weather (but not pipes which have been left unlagged).
- 5.29 Flexible pipes to properly plumbed-in washing machines, dishwashers and refrigerators providing that they have been installed in accordance with the relevant instructions manual.
- 5.30 Unblocking, repairing and getting to waste drainage pipes that are inside the Property (e.g. unblocking sinks).
- 5.31 Using the Supplier's best endeavours to repair the System in the event of a breakdown which results in substantial impairment to the Customer's normal enjoyment of the System or where the System breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating material risk to health and safety.
- 5.32 All labour, parts and materials for repairs and access costs are included up to an aggregate maximum of £1,250 (including VAT) for each job (whether such job requires one or more visits to complete).
- 5.33 The labour cost of fitting standard replacement parts. For example, the Supplier will replace a non-repairable brass sink tap with a standard (unmatched) chrome equivalent.
- 5.34 The reinstatement of any excavations for drainage works to the extent that the ground is level
- 5.35 The Supplier's engineers are available every day of the year.
- 5.36 The Supplier provides a helpline which is open 24 hours a day.
- 5.37 Maintenance of the foul and surface water drains at the property.

### **What the Services do not include**

- 5.38 Maintenance or repairs of the System before the Initial Inspection has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired or the Supplier has confirmed that the System has passed the Initial Inspection, if sooner.
- 5.39 Maintaining or replacing mains shower pumps and mixer valves, rainwater pipes and guttering, mechanical pumps, water filters, water heaters, radiators, swimming pools, decorative garden features, macerators (e.g. Saniflo electrical units for toilets) cold-water stopcocks or water softeners.

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- 5.40 Repairing/replacing hot water storage tanks 10 or more years old where repairs are not possible or are uneconomic (e.g. due to corrosion).
- 5.41 Central heating faults or breakdowns, faults with radiators and thermostatic radiator valves (except for leaking radiator valves).
- 5.42 Following excavation for drainage works the Supplier will not be responsible for the reinstatement of hard or soft landscaping to include lawns flower beds pathways walls driveways
- 5.43 Working on cesspits, soakaways, septic tanks, treatment plants or their outflow pipes.
- 5.44 Conducting work to the extent that the Supplier has told the Customer on the Initial Inspection that repairs or improvements are required as a condition of continued performance (at clause 2.7.2) or which are excluded (at clause 2.7.3).
- 5.45 The cost of repairs needed because of:-
  - 5.45.1 design faults in the System;
  - 5.45.2 any item not installed or serviced to the manufacturer's specifications (unless the Supplier is responsible); or
  - 5.45.3 faults which existed before the date of the Agreement, save where those faults should reasonably have been discovered on the Initial Inspection by the Supplier using reasonable standards of care where an actual inspection of the System including a site visit was carried out. For clarity, faults which are not Exposed could not reasonably have been discovered.
- 5.46 Enhancing or upgrading the System or its performance for any reason, including bringing it to current standards, fitting isolation valves.
- 5.47 The reinstatement of any surfaces or coverings obstructing access which in the opinion of the Supplier must be removed to enable access. The Supplier will relay floor coverings floorboards fixtures and fittings to a standard sufficient to provide a safe environment but not necessarily to the original standard.

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### **Domestic Electrical Wiring**

- 5.48 The Services provided under this Agreement include the maintenance and repair of the domestic electrical wiring system at the Property.

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#### **What the Services include**

- 5.49 One Initial Inspection comprising a site visit to the Property to inspect the System and / or a remote assessment of the System using the Supplier's experience and expertise and for which the Supplier may require the Customer to provide certain information and material;
- 5.50 One maintenance inspection during each consecutive 12 month period of the Agreement running from the Commencement Date.
- 5.51 Maintenance and repair of the Customer's permanent 240v electrical supply from the electrical companies supply meters to include fuse box wall sockets switches and bulb sockets.
- 5.52 Using the Supplier's best endeavours to repair the Supply or installation in the event of a breakdown which results in substantial impairment to the Customer's normal enjoyment of the Supply or installation or where the breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating unreasonable risk to health and safety.
- 5.53 The Supplier's engineers are available every day of the year.
- 5.54 The Supplier provides a helpline which is open 24 hours a day.

#### **What the Services do not include**

- 5.55 Maintenance or repairs of the Supply or installation before the Initial Inspection has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired or the Supplier has confirmed that the System has passed the Initial Inspection, if sooner.
- 5.56 Conducting work to the extent that the Supplier has told the Customer on the Initial Inspection that repairs or improvements are required as a condition of continued performance (at clause 2.7.2) or which are excluded (at clause 2.7.3)
- 5.57 Repairs to supplies over 25 years old where repairs are not practicable or are uneconomic, or repairs to any part of the installation where spare parts are not readily available.
- 5.58 The reinstatement of any surfaces or coverings obstructing access which in the opinion of the Supplier must be removed to enable access. The Supplier will relay floor coverings floorboards fixtures and fittings to a standard sufficient to provide a safe environment but not necessarily to the original standard.

- 5.59 Enhancing or upgrading the electrical supply or installation or its performance for any reason, including bringing it to current standards
- 5.60 The cost of repairs needed because of:-
  - 5.60.1 design faults in the System;
  - 5.60.2 any item not installed or serviced to the manufacturer's specifications (unless the Supplier is responsible); or
  - 5.60.3 faults which existed before the date of the Agreement, save where those faults should reasonably have been discovered on the Initial Inspection by the Supplier using reasonable standards of care where an actual inspection of the System including a site visit was carried out. For clarity, faults which are not Exposed could not reasonably have been discovered.

**Solar**

- 5.61 The Services provided under this Agreement include the maintenance and repair of the domestic solar heating system at the Property.

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**What the Services include**

- 5.62 One Initial Inspection comprising a site visit to the Property to inspect the System and / or a remote assessment of the System using the Supplier's experience and expertise and for which the Supplier may require the Customer to provide certain information and material;
- 5.63 One maintenance inspection during each consecutive 12 month period of the Agreement running from the Commencement Date.
- 5.64 Maintenance and repair of the Customer's complete installation provided proof is provided of the date of installation to the Supplier and the installation is less than 10 years old the system is available for sale in the United Kingdom and certified by the WRAS.
- 5.65 Using the Supplier's best endeavors to repair the System in the event of a breakdown which results in substantial impairment to the Customer's normal enjoyment of the System or where the System breakdown is resulting in material damage to the Property or its contents or is likely to do so or is creating unreasonable risk to health and safety.
- 5.66 The Supplier's engineers are available every day of the year.
- 5.67 The Supplier provides a helpline which is open 24 hours a day.

**What the Services do not include**

- 5.68 Maintenance or repairs of the System before the Initial Inspection has been conducted and the time limit for serving notice of any existing defect at clause 2.7 has expired or the Supplier has confirmed that the System has passed the Initial Inspection, if sooner.
- 5.69 The reinstatement of any surfaces or coverings obstructing access which in the opinion of the Supplier must be removed to enable access to carry out repairs or maintenance. The Supplier will relay floor coverings floorboards fixtures and fittings to a standard sufficient to provide a safe environment but not necessarily to the original standard.
- 5.70 Conducting work to the extent that the Supplier has told the Customer on the Initial Inspection that repairs or improvements are required as a condition of continued performance (at clause 2.7.2) or which are excluded (at clause 2.7.3).
- 5.71 Enhancing or upgrading the System or its performance for any reason, including bringing it to current standards.
- 5.72 The cost of repairs needed because of:-
  - 5.72.1 design faults in the System;
  - 5.72.2 any item not installed or serviced to the manufacturer's specifications (unless the Supplier is responsible); or
  - 5.72.3 faults which existed before the date of the Agreement, save where those faults should reasonably have been discovered on the Initial Inspection by the Supplier using reasonable standards of care where an actual inspection of the System including a site visit was carried out. For clarity, faults which are not Exposed could not reasonably have been discovered.

## **6. Exclusions**

- 6.1 Faults falling outside the specifications recorded at clause 2.7, or attributable to the following, shall not fall within the Services and may be subject to additional charges:-
- 6.1.1 existing faults expressly excluded following the Initial Inspection;
  - 6.1.2 faults which had previously arisen within 5 years before the date of the Agreement, whether or not disclosed by the Customer on commencement, save where those faults should reasonably have been discovered on the Initial Inspection by the Supplier using reasonable standards of care where an actual inspection of the System including a site visit was carried out;
  - 6.1.3 faults which arose between the date of this Agreement and the Commencement Date;
  - 6.1.4 faults, or work on facilities, which are identified in the Initial Inspection or any subsequent inspection or otherwise by the Supplier, and are then expressly excluded from the Agreement by written notice to the Customer;
  - 6.1.5 misuse of or damage to any part of the System, whether by the Customer or any third party;
  - 6.1.6 damage caused by the Customer or any third party by any negligent or intentional act or failure to carry out routine maintenance;
  - 6.1.7 subsidence or other faults in the Property generally not falling within the specification at clause 5;
  - 6.1.8 Shared drains outside the property boundary swimming pools ponds water features pipe work connected to any of the above;
  - 6.1.9 failure to follow the Supplier's or manufacturers advice or statutory requirements as to the maintenance or installation of the System;
  - 6.1.10 any modification made or other work undertaken to the System, whether by the Customer or by third parties, during the course of this Agreement without the prior written consent of the Supplier;
  - 6.1.11 pollution or contamination of any kind;
  - 6.1.12 animals or insects;
  - 6.1.13 adverse weather conditions, including freezing weather conditions, storm, floods or lightning;
  - 6.1.14 fire, explosion, structural repairs, accident, earthquake, subsidence, malicious damage, burglary or attempted burglary, theft or attempted theft, defective materials or sub-standard workmanship (save as supplied by the Supplier), demolition, alteration of the Property,;
  - 6.1.15 hostilities, war, invasion, terrorism, civil war, military power, riot, any hazardous properties/materials;
  - 6.1.16 matters covered by other agreements or by any insurance policies held by the Customer or which would be covered by a normal domestic home and contents insurance policy;
  - 6.1.17 problems consequent on changes to or problems with the provision of utility services including gas, electricity or water services;
  - 6.1.18 any system or fitting which the Customer does not own or for which the Customer does not have responsibility;
  - 6.1.19 the Property being left unoccupied for more than 28 consecutive days;
  - 6.1.20 LPG dual boilers AGA Raeburn or similar systems
  - 6.1.21 All multiple installations unless supported by an individual agreement for each installation.

### **6.2 The Services shall not include:-**

- 6.2.1 repairs to, or replacement of, any item which, in the Supplier's opinion, is beyond economic repair;
- 6.2.2 services requiring the removal of asbestos;
- 6.2.3 replacement or repair of decoration or cosmetic improvements which do not affect how the System works even if required following provision of Services by the Supplier;
- 6.2.4 repairing or replacing any parts as a result of normal wear and tear or ordinary deterioration;
- 6.2.5 repair of any item not conforming to applicable British Standards or to then current legal requirements from time to time;
- 6.2.6 consumable items;
- 6.2.7 electrical wiring and electrical fixtures nor any electrical work;
- 6.2.8 the repair of any item not installed to manufacturer's specifications (inclusive of servicing requirements);

- 6.2.9 parts not readily obtainable from leading stockist's or manufacturers;
  - 6.2.10 work on any item which is not Exposed;
  - 6.2.11 repairing or redecorating where any damage has been caused by the Supplier performing the Services, although the Supplier will undertake such work if it has been negligent or has acted in breach of any obligation and the work results directly from such actions;
  - 6.2.12 repair of systems or fittings that have failed temporarily due to freezing temperatures or repairing un-lagged pipes that burst as a result of cold weather;
  - 6.2.13 replacing tap washers;
  - 6.2.14 replacing appliances, save where specifically stated;
  - 6.2.15 resetting timing or other controls such as thermostats or programmers, because of seasonal time differences (clocks going forward or back);
  - 6.2.16 replacing bathroom fixtures such as showers, sinks or sanitary fittings;
  - 6.2.17 any monetary alternative to the Services (save as stated at clause 6.19.3);
  - 6.2.18 maintaining or replacing steel/lead piping.
- 6.3 Where repair of any part of the System is not reasonably practicable or is not economic, replacement of the item concerned is at the sole discretion of the Supplier;
  - 6.4 Where the Supplier agrees to conduct works to expose items which are not otherwise Exposed for inspection and / or repair the Customer agrees to pay for the time spent based on the Supplier's then emergency call out scale of charges. The Supplier is not required to restore the original surface.
  - 6.5 The Supplier shall not be required to reimburse the Customer for the cost of any work which is carried out by any party other than one of the Supplier's authorised repairers, unless the Supplier gives its prior written approval.
  - 6.6 The Supplier shall not be required to put any facilities in a better condition than at commencement of this Agreement.
  - 6.7 The Supplier may raise additional charges for any work or materials which are expended or used due to the Customer's notification of any fault where such fault does not fall within the Services.
  - 6.8 The Supplier may raise additional charges in respect of any increment if it supplies more costly parts than the originals.
  - 6.9 The Services shall be provided at the Property address recorded in this Agreement and in respect only of systems or fittings on the interior of the Property.
  - 6.10 The Services shall be provided only in respect of domestic premises with no more than 6 bedrooms, and not to any premises or facilities designed or used in full or in part for business purposes.
  - 6.11 Repairs and replacements will not necessarily be made with like-for-like parts;
  - 6.12 The Supplier may use new or re-conditioned parts in its provision of the Services, as it considers appropriate.
  - 6.13 The Supplier makes no representation as to the precise timing of provision of any Services hereunder. Any timescales will be treated as targets only and time will not be of the essence.
  - 6.14 The Supplier does not provide qualified telephone advice, and does not accept liability for advice which the Customer may claim to have received by telephone.
  - 6.15 The Supplier shall not be responsible for delay caused by factors beyond its control, including failure of the Customer to comply with clause 3, any action by the Customer and any condition which delays or prevents the provision of the Services.
  - 6.16 Repairs are conditional on the availability of approved spare parts. If spare parts for the components of the System are no longer available the Supplier will provide a discount off the installation (labour only) cost of an appropriate replacement system or facility fitted by the Supplier.
  - 6.17 The Supplier shall not be responsible for loss or damage to property caused by the System or any part of it breaking down (e.g. damage caused by water leaks), except where the Supplier has acted negligently.
  - 6.18 Where the Supplier is required by this Agreement to repair or maintain the System, it will endeavour to do so within a reasonable time of receiving notification of the breakdown or fault concerned (although time shall not be of the essence).
  - 6.19 Where the Supplier is required by this Agreement to repair or maintain the System, the Supplier may at its discretion;-
    - 6.19.1 carry out such work as is necessary to remedy the breakdown or fault;
    - 6.19.2 replace all or any part of the System;

6.19.3 refund to the Customer the value of the defective goods, provided that the Supplier need not refund in excess of such part of the then current Annual Subscription as has been paid by the Customer to that date.

- 6.20 The Customer's obligations at clause 3 shall apply in relation to the provision of additional services under this clause 6 as to the Services themselves.
- 6.21 The Supplier may invoice the Customer for the cost of any parts or labour brought about by the Customer's notification of any fault where such fault is not attributable to any act or omission of the Supplier, provided that such fault does not otherwise fall within the Services.
- 6.22 If any modification is made to the System which has not been authorised by the Supplier, the Supplier shall not be obliged to correct any defects or provide any guarantee services under this Contract.

## **7. Goods**

- 7.1 Any goods supplied under this Agreement, whether as part of the Services or otherwise, shall be at the Customer's risk as from delivery to the Property save for damage caused to such goods by any negligent act of the Supplier or any of its sub-contractors and the Customer will be responsible for insuring such goods from the time risk passes.

## **8. Warranties**

- 8.1 The Customer warrants that it has not relied on any representations made by or on behalf of the Supplier or upon any material produced by or on behalf of the Supplier save for the contents of this Agreement.

## **9. Limitation of Liability**

- 9.1 The terms of this Agreement represent the whole agreement between the parties and all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any parts or labour under or in connection with the Agreement are hereby expressly excluded from the Agreement save where prohibited by statute.
- 9.2 The Supplier shall not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused whether arising under contract, tort (including negligence) or otherwise, including without limitation any loss of income or profits or any damage to decoration.
- 9.3 The Supplier accepts liability for death or injury caused by the negligence of the Supplier or that of its employees, agents or sub-contractors acting in the course of their engagement under this Agreement, and liability which cannot be excluded under the Consumer Protection Act 1987 Part I and otherwise by law.
- 9.4 In all other cases not falling within clause 10.3, the Supplier's total liability (whether in contract, tort including negligence or otherwise) under or in connection with this Agreement or based on any claim for contribution or indemnity shall not in aggregate exceed twice the total of the Annual Subscription and any additional charges levied for that year.
- 9.5 The Customer agrees that except as expressly provided in this Agreement, the Supplier will not be under any liability of any kind whatever and however caused, arising directly or indirectly in connection with this Agreement.

## **10. Cancellation, termination and upgrades / downgrades**

- 10.1 This Agreement shall commence on the date of the Agreement (save that no Services shall be provided before the Commencement Date) and shall continue indefinitely until terminated in accordance with this clause 10.

### **Customer's rights to cancel**

- 10.2 The Customer has the right to cancel this Agreement within 14 days of the date the Supplier has indicated it has processed the application (the date of Agreement) by written notice to the Supplier. In that case, any payments already made under this Agreement will be returned.
- 10.3 The Customer may terminate this Agreement at the expiry of the Initial Term by giving not less than 30 days prior written notice to the Supplier. Thereafter the Customer may terminate by giving the Supplier not less than 30 days prior written notice expiring on any subsequent anniversary of the Commencement Date of this Agreement.

- 10.4 If the Customer is notified of an increase in the Annual Subscription or of any other change to the terms of this Agreement by the Supplier, it may terminate this Agreement by written notice to the Supplier served within 30 days of receipt of such notice
- 10.5 In the event that the Customer sells the Property, it may at its option by written notice to the Supplier:-
- 10.5.1 transfer the Agreement to its new premises (subject to a new Initial Inspection by the Supplier which shall be chargeable to the Customer at the Supplier's then current rates); or
  - 10.5.2 terminate this Agreement with effect on or after the date of completion of the sale, subject to production of satisfactory evidence of such sale if so requested by the Supplier.
- 10.6 The Customer may also cancel this Agreement under the provisions of clause 2.7.2 and 2.7.3.

**Supplier's rights to cancel**

- 10.7 The Supplier may terminate this Agreement at its discretion at any time for any reason by giving 30 days notice in writing to the Customer.
- 10.8 The Supplier may also cancel this Agreement if there is a health and safety issue which prevents the safe provision of any Services, if the Customer has provided inaccurate information to the Supplier and under the provisions of clauses 2.7.1, 3.3 and 4.13.1.

**Effect of termination**

- 10.9 Upon termination of this Agreement in accordance with this clause 10, the Supplier shall refund the balance of any Annual Subscription paid in respect of any un-expired portion of the Agreement period, subject to deduction of any monies then owing to the Supplier and an administration charge of £50.
- 10.10 Termination of this Agreement shall not affect any rights of the parties accrued to them up to the date of termination.

**Upgrades / downgrades**

- 10.11 The Customer may request an upgrade to add extra Services (within the range then offered by the Supplier) at any time. A new Agreement with a new Commencement Date will replace this Agreement and the Annual Subscription and any installments payable will change.
- 10.12 The Customer may request a downgrade to reduce the Services (within the range then offered by the Supplier) only on any anniversary of the Commencement Date by giving notice as at clause 10.3.

**11. Miscellaneous**

- 11.1 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this Agreement due to any Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the control of either party.
- 11.2 All notices to be given under this Agreement shall be in writing and shall be sent to the address of the party concerned recorded in this Agreement (or otherwise notified to the other party in writing) by first class post or by hand. In the case of the Customer, this address shall be the Customer's address.
- 11.3 No delay or failure by the Supplier to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them and any waiver, to be effective, must be in writing and signed by a duly authorised officer.
- 11.4 If any part of this Agreement is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.5 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and other arrangements, written or verbal. This clause and the guarantee contained in these terms do not affect the statutory rights of the Customer as a consumer.
- 11.6 The Supplier shall be entitled to set-off against any monies payable to it by the Customer under this Agreement, any monies which may be payable by it to the Customer, whether under this Agreement or otherwise. The Customer shall not be entitled to any right of set-off.