

# Servicecare Terms and Conditions

(applicable to all contracts and renewals from 01/02/2020)

All previous Servicecare Contracts and Terms are superseded by these terms on your contract renewal from this date.

## 1. Introduction

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Thank you for choosing Servicecare. Please read these terms thoroughly. **They are very important.**

Please read our terms and conditions in conjunction with your overview to confirm that the Servicecare Contract you have purchased meets your requirements.

If you find that anything is incorrect or you have any questions please contact us immediately.

## 2. Definitions

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Servicecare : is a trading title and registered trademark of Emanuel Spence Maintenance Services Ltd.

Contract : means the terms and conditions, and your Servicecare agreement.

Contract Price : means the price to pay on your contract invoice.

Plan: means the cover you have purchased.

Domestic : means at least half the rooms in the property are used for normal living and not tenanted.

Landlord : means a contract or property that is not the Landlord's domestic dwelling and are considered commercial.

Commercial : means someone who has a tenant or a leased premises for commercial gain or income.

Excess Fee : means the amount paid each time we call out.

Normal Hours : means 09:00 a.m to 5.00 p.m Monday to Friday (excluding public holidays).

Cover : means the elements of your Servicecare contract you are covered for.

Work : means the service and repairs we carry out at our absolute discretion on the occurrence of any uncertain event relating to your Servicecare Contract.

Working Order : is defined as providing heat and or hot water in a safe manner.

Gas Supply : the Gas Suppliers pipework and meter.

Gas Pipework : the internal gas supply pipework.

## 3. Service Contract Conditions

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### 3.1 Period of Contract

Our contracts run on an Annual rolling basis until cancelled. Your contract begins on the date you choose it to begin or on the day payment is made.

### 3.2 Price Changes

Your contract price may be subject to change during the contract if the Government introduces new tax rates/costs or if staff costs rise.

You will always be informed in advance of any cost changes.

### 3.3 Payments

Monthly / Annual Payments are to be made by Square recurring card payments. Only Annual payments may be made by Bank Transfer in one payment.

If a Domestic Customer wishes to cancel their contract within the first 14 days of the specified start date, you will receive a full refund.

You may cancel your contract at any time after the 14 day period by giving us 30 days written notice by email or recorded delivery. Provided that:

- You have not had your Annual Service or made a Claim.
- In the circumstances that a Service has been provided within the first 14 days and you cancel you will be required to pay for the service at our full standard rates.

Landlords are considered as Commercial and cannot cancel the contract with 14 days, but may give the required 30 days notice to end at the end of the current contract.

At our absolute sole discretion, we may require at any time the delivery of an invoice to you. Sums so invoiced shall be payable immediately.

On the due date of either Annual or Monthly payments, if the full payment is not received an administration charge will be added for each monthly or Annual payment.

The administration charge is £20, this is applied strictly to cover the administrative costs of credit control.

In the circumstances that the cover holder is a commercial customer then the Commercial Late Payment of Commercial Debt Acts 1998 will apply in addition.

We shall reserve the right at our sole absolute discretion to suspend all further services until such sums are paid.

We reserve the right to process such payments and outstanding invoices from debit or credit cards previously submitted to us.

### *3.4 Fixed Fee's / Excess / Additional Charges*

In your Summary and Annual Statement the amount of fixed fee or excess (that is the amount you agree to pay every time we carry out works). You agree to pay the same in accordance with section 3.3.

Where excess fees are payable, all work is guaranteed for a 30 day period. After which another excess fee can be levied.

### *3.5 Annual Boiler Service Visit*

Where an Annual Boiler Service is part of your Cover, we will carry out at our absolute discretion at any time in the 12 month period of your contract a Service Visit.

We will check that your contracted items are safe and in good working order.

We will ensure that the boiler or appliance covered, its flue and ventilation comply with the requirements and regulations.

### *3.6 Renewals*

Unless exceptional circumstances apply we will normally give you 28 days notice to tell you of any changes to your prices or what is included in your contract, unless you have given us the required notice.

Your contract will automatically renew on a rolling basis unless you have given us 30 days written notice by email or recorded delivery before the next Monthly or Annual payment.

Servicecare may at its sole absolute discretion decide not to renew your cover and will contact you to explain why.

### *3.7 Moving Home / Sale / Lease of premises*

The contract is non-transferable and no refund will be given. The contract will terminate on sale or lease.

### *3.8 Domestic / Commercial Use*

Our Domestic contract is only for boilers up to 45 kw and 22mm gas pipework.

Our Commercial contracts are for light commercial up to 70kw and 28mm gas pipework.

### *3.9 Location or Area of Operation*

Additional charges will be made for service or claim visits outside the TS area.

### *3.10 Our Responsibilities*

Any benefits provided by Servicecare under this contract shall only be granted solely by us and every case shall be determined made upon such terms and conditions as laid down by Servicecare.

In order to negate any doubt, the limitation or provision of benefit will be solely at our absolute discretion.

### *3.11 Gaining Access to your property and Arranging Appointments*

It is a requirement that someone over the age of 18 years or over is present at the property.

Where keys are used, the engineers' word will be taken as to the system order.

It is your responsibility at all times to allow us access to your property and the gas / electric supplies.

If access to your property is occluded, we will be prevented from carrying out the necessary work and it will be your responsibility to contact us to arrange another appointment.

If there is a second occurrence where access cannot be gained in the contract period a charge of £ 45 + vat will be levied in accordance with section 3.3 above.

If we cannot gain access at all the contract will continue even if we have not provided the benefit you have paid for until the end of the contract.

### *3.12 Guarantees*

All work carried out under Servicecare is guaranteed for a period of 30 days from the date we completed the work subject to our terms and condition of Servicecare.

If you have paid an excess fee no further fees will be payable if the same fault re-occurs within 30 days.

For Domestic contracts your Legal Rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, or any replacement legislation or regulations, are not affected by the rights in which we give you this guarantee. Your rights under this guarantee are additional to these rights.

### *3.13 Governing Law*

The contracts that we offer are governed by the law of England and Wales.

Our contracts are written in English and all correspondence will be in English.

### *3.14 Normal Working Hours*

Normal Hours : Means 09:00 a.m to 5.00 p.m Monday to Friday (excluding public holidays).

Service and scheduled repair visits will be made during normal working hours as above.

No parts will be fitted outside Normal Hours.

We will endeavour to repair your covered appliance outside working hours if possible: Weekdays 5.00 pm to 8.00 pm.

Weekend calls will only be made as follows :Saturday and Sunday 09.00 am to 8.00 pm.

Out of hours Public Holiday calls will only be made as follows: 09.00 am to 5.00 pm.

### *3.15 Gas Leaks*

**If you smell gas, call the NATIONAL GRID GAS EMERGENCY NUMBER on 0800 111 999.**

In the event of an emergency:

DO NOT SMOKE OR LIGHT MATCHES

DO NOT TURN ELECTRICAL SWITCHES ON OR OFF

OPEN DOORS AND WINDOWS

TURN OFF THE METER AT THE CONTROL HANDLE UNLESS THE METER IS IN THE CELLAR

To report a gas or carbon monoxide emergency, or if a pipeline is struck (even if no gas leak has occurred) call the National Grid Gas Emergency number **0800 111 999** - 24 hours a day.

## 4. General Conditions

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### 4.1 Your Cancellation Rights

You may cancel this contract within the first 14 calendar days of the contract start date by notifying us by email or recorded delivery letter.

In the circumstances we have not carried out a service or visit a full refund will be given.

However if we have carried out any work, you must pay the minimum charge of a 12 month contract from your start date.

You may give notice to cancel a monthly contract by giving 30 days notice or an Annual contract by giving 30 days notice before the end of the contract date.

### 4.2 Our Cancellation Rights

If the following circumstances arise we may cancel your contract:

- \* If you give us false information.
- \* At our discretion.
- \* If you do not make the agreed monthly or Annual payment.
- \* If your boiler is not an approved boiler.
- \* If you do not give us access to your property as this is needed.
- \* If we are not reasonably able to find parts for your system.
- \* If improvements we tell you about are not completed.
- \* You are physically violent or verbally abusive to our staff, employees or agents of Servicecare.

In these circumstances you will not be entitled to a refund.

We may choose to cancel your contract:

- \* If following the initial inspection the engineer determines that your boiler or system is not suitable for a service contract.
- \* If any initial defects on the system have not been remedied.

You will be entitled to a refund of any payments less our inspection fee of £ 45.00 + vat.

We may also choose to cancel this contract:

- \* If your boiler is over 10 years old and not repairable, in these circumstances you will not receive a full refund.
- \* If parts become unavailable from our regular supplies and we cannot repair your system, you will not receive a refund.

### 4.4 Making a claim on your contract

In order to make a claim or repair request :

\* You or your authorized representative must within 24 hours of the occurrence or event notify us on 01642 247938.

\* Where requested to notify us in writing.

\* When requested to do so provide information to us in writing or by email.

Unless the terms and conditions are complied with we may not provide a service under this contract.

#### *4.5 Subjugation or third part action*

If a claim or repair visit arises due to the act or actions of a third party or non qualified person, no claim will be accepted and you will be laible for any cost of the visit or repairs.

## 5. Servicecare Contract Exclusions

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### *5.1 Design or Existing Faults*

Repairs will not be carried out or will be chargeable to you if requested, for design faults or faults which existed before you entered into a contract with us.

These are faults which we may identify on a previous visit or initial visit or could not reasonably see whilst using reasonable care and skill.

This includes items not installed to manufacturers instructions.

### *5.2 Accidental Damage, Third Party Damage, Damage by Tenant and Damage by Deliberately Taking Risks*

We will not be liable for the cost of damage caused by you or a third party. In the circumstance that work is carried out by you or a third party your contract will be cancelled and no refund given.

We will not be liable for accidental damage caused by you or your tenant and rectification would be chargeable.

An example of these would be, another contractor or you worked on your system or you put a nail through a pipe, or knocked pipework with a Hoover.

### *5.3 All other Loss or Damage*

We will not be liable for any cost or expense (unless caused by our negligence) caused by necessary access and / or associated with reinstating the fabric of the property.

We will not be liable for any cost or expense of remedial work such as redecoration, or restoration to fixtures and fittings needing to be removed and replaced during carrying out of our work.

### *5.4 Making Good*

We will not be liable or responsible for making good any damage necessary that we have caused in order to carry out repair or maintenance in order to meet our obligations under the contract.

For example: filling of holes, flooring, reinstating original surface and construction.

### *5.5 Risks Normally Insured Under Household or Other Insurance*

Except and only to the extent specifically stated in this contract. We will not include the repairing of faults or damage caused by freezing weather, flood, fire, explosion or storm.

For example: frozen condensate pipes, condensation or water damage.

### *5.6 Third Party Rights*

Nobody other than you will be able to benefit from your Servicecare contract.

It cannot be passed to someone else without our written permission.

If you are a Landlord, you may give permission to a tenant or managing agent to act on your behalf.

### *5.7 General exclusions that apply to all Servicecare Contracts*

- \* Any costs to gain access to your system, built in appliances or buried pipework, or wires to make a repair and making good (Section 5.4). We do not include the cost of getting to your appliance if it is not accessible.
- \* Dripping taps or filling loops that only leak when in use.
- \* Repairing faults that are deemed intermittent or recurring.
- \* Upgrades that are required to improve your boiler or central heating that are in poor condition.
- \* Replacing parts that do not affect how your boiler works, or decorative or specialist parts.
- \* Where asbestos is found it will be your responsibility to get an approved registered contractor to remove the same and produce a certificate of removal before we can re-attend site.
- \* Cash alternatives instead of a Service or Work.
- \* Corrosion or any parts that have corroded.
- \* Repairing or replacing steel or lead pipes.
- \* The cost of damage or breakdown caused by loss of Gas, Electricity or Water Services.
- \* Repairs where parts are no longer easily available.
- \* Any maintenance or repair of your system or boiler after actions of Utility Services.
- \* Any appliances not housed in the main body of a dwelling - such as shed or outhouse.

### *5.8 Beyond Economic Repair (BER)*

After our engineer or an engineer appointed by us has attended and diagnosed the problem. We will calculate the cost of a repair using our normal suppliers.

We may then declare that the boiler is BER. That is usually if the cost of the repair is over 50% of the cost of the boiler only (no fitting).

### *5.9 Temporary Heating*

Servicecare plans do not allow for temporary heating and where a boiler or central heating system cannot be repaired it will be up to the Home Owner or Landlord to make alternative arrangements.

## 6. Servicecare Inclusions and Exclusions

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## **Here are the elements of the Servicecare Contract and what it includes:**

### *6.1 Boiler*

At our absolute discretion we will pay for the callout, labour and materials involved in repairing or rectifying the breakdown of your Domestic Boiler.

- \* Repairs are for a Single Gas boiler for manufacturer fitted parts only.
- \* For boilers over 10 years old a fixed fee charge of £50 per repair on boiler and central heating system may apply.
- \* Boiler repairs are limited to £300 in the first 3 months of your contract.

### *6.2 Annual Boiler Service*

An Annual service to your single gas fired boiler (dependent on plan taken) in accordance with the regulations and industry standards.

Appointments will usually take place between the hours of 9am and 5pm Monday To Friday, excluding Bank and Public holidays, subject to engineer availability and at a date of our discretion.

### *6.3 Landlord Gas Safety Certificate*

If included in your plan our engineers will conduct one gas safety and operation check in a 12 month period and will usually carry out the Service visit at the same time.

If you require an additional gas safety certificate during the 12 month period a charge of £ 45.00 + vat will be made.

Appointments will usually take place between the hours of 9am and 5pm Monday To Friday, excluding Bank and Public holidays, subject to engineer availability and at a date of our discretion.

### *6.4 Central Heating Systems*

At our absolute discretion we will pay for the callout, labour and materials in repairing or rectifying the breakdown of your central heating system if included in your plan.

Repairs included to your Central Heating System:

- \* Pumps, motorised valves, radiator valves
- \* Hot water feed pipe
- \* Pipes and fittings

### *6.5 Heating Controls*

At our absolute discretion, we will pay for the callout, labour and materials in repairing or rectifying the breakdown of your central heating system.

Repairs included to your Heating Controls:

- \* Analogue or Digital thermostats, frost stats, clocks or timers and programmers

### *6.6 Gas Pipework*



At our absolute discretion, we will pay for the callout, labour and materials in repairing or rectifying the breakdown of your Gas Pipework if included in your plan.

\* Pipework that feeds your gas appliances specified in your plan inside your dwelling

### **Here are the elements of the Servicecare Contract and what it excludes:**

#### *6.7 Boilers*

- \* Issues that fall within the initial 28 day exclusion period of your plan, you will not be able to have repairs within this period as they will be deemed as pre-existing and will not be covered.
- \* Routine pressure issues that arise from lack of knowledge or care of your system, such as routine re-pressurisation and bleeding of radiators. Re-pressurisation is done on pay per use basis, unless due to boiler leak or fault.
- \* Repairing or replacing parts that are designed for electric or underfloor heating.
- \* Replacement parts that are faulty or damaged as a result of sludge or hard water in your boiler.
- \* Repairs to your boilers or heating system that have not been serviced within the last 12 months - proof will be required.
- \* Any contribution towards your boiler if we deem it to be BER.
- \* Boilers that require specialist work by the manufacturer.
- \* If a boiler is LPG an excess charge of £50 will be made per visit.
- \* Combined cooking or heating appliances.
- \* Fan assisted flues or Eco devices fitted to your boiler.
- \* Main heat exchangers replacement are excluded.
- \* Access to flue pipes over 3m.
- \* Frozen condensate pipes or blockages caused by external forces.
- \* Any Domestic hot water storage cylinder connected to the boiler or central heating.
- \* Any thermal store and controls connected to your boiler or central heating system.
- \* Repairing or replacing flue, flue pipes or terminal.
- \* Damaged caused by limescale or sludge or removal of the same.
- \* Our General Exclusion apply (see section 5)

#### *6.8 Gas Supply Pipes and Gas Pipework*

- \* Repairs to gas appliances not included in your plan.
- \* Repairs to internal gas pipework not included in your plan
- \* Repairs to Utility gas pipework or meter or external gas pipes.

#### *6.9 Central Heating*

- \* Damaged caused by limescale or sludge or removal of the same.

- \* Radiators over 5 years old.
- \* Damage to the central heating system where no inhibitor is installed.
- \* Power flushing is excluded.
- \* Replacement of corroded parts that are faulty or leaking.

## 7. Landlords

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### *7.1 Appointment Booking - Tenants / Agents*

It is a requirement that someone over the age of 18 years or over is present at the property.

Where keys are used, the engineers' word will be taken as to the system order.

It is your responsibility at all times to allow us access to your property and the gas / electric supplies.

If access to your property is occluded, we will be prevented from carrying out the necessary work and it will be your responsibility to contact us to arrange another appointment.

If there is a second occurrence where access cannot be gained in the contract period a charge of £ 45 + vat will be levied in accordance with section 3.3 above.

If we cannot gain access at all the contract will continue even if we have not provided the benefit you have paid for until the end of the contract.

If your tenant is dishonest with us on the phone and calls us out for something we did not agree to, or is not included in these terms and conditions a charge will be made.

### *7.2 Gas Safety Certificate (CP12)*

By law, landlords must make sure they maintain gas appliances in a safe condition and have gas appliances inspected in premises they lease or rent every 12 months and have a certificate.

It is your responsibility to ensure gas appliances are safe and are legally compliant. We will not be responsible for this.

If you have a Landlord plan we will provide a CP12, however the timing will need to be decided by you to ensure continual cover. One visit in a 12 month period is included in your plan.

Additional CP12's can be carried out for an additional charge of £ 45 +vat.

If appliances fail and need to be repaired or replaced there will be an additional charge for a new CP12.

## 8. Complaint

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We will always aim to do our best. However, there may be times when things go wrong.

If you have a complaint about any part of our service or product, please contact us by phone, email or write to us using the contact details specified in section 9. We will always keep you regularly informed.

This Servicecare contract may only be relied upon and enforced by US and You, and shall not be directly or indirectly enforced by any third party. This means that this agreement falls outside the remit of the FCA.

For Domestic contracts your Legal Rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any replacement legislation or regulations, are not affected by the rights in which we give you this guarantee.

Your rights under this guarantee are additional to these rights.

## 9. Contact Details

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Our Address is : Emanuel Spence Maintenance Services Ltd, Letitia Industrial Estate, Middlesbrough. TS5 4BE.

Our Email Address is : admin@esmsl.co.uk

Our Telephone Number is : 01642 247938

Our Office Opening Hours are : Monday to Friday 09.00 am to 04.00 pm

## 10. Your Privacy

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This section explains how we use the information, including sensitive information that we collect about you when you buy a plan from us.

We will tell you if there are any significant changes to the information we collect and how we use it.

*We use the information to do the following :*

- \* Provide you with the services you have asked for and other services we may offer you from time to time.
- \* Offer you accounts services, services and products and web portal from us.
- \* Help run and contact you about improving the way we run any accounts services and product.
- \* Create statistics, test computer systems and analyse the customer.
- \* Help, maintain you and your households health and safety.
- \* As part of a process of selling a business with information requested by legal or regulatory authorities.
- \* As part of current or legal action.
- \* As part of Government data sharing initiatives.
- \* You Data may be stored encrypted on European or American Data Servers.
- \* To help and manage and loyalty or marketing schemes.
- \* If you do not pay your monthly or annual invoices, we may pass your information to a debt collection service.
- \* Help train our Staff.
- \* We may also monitor any communications such as telephone or email to ensure we comply with our legal responsibilities.

When we contact you we may do so by email, text message or other forms of electronic communications.

By taking out a Servicecare Contract you are agreeing to us sharing and using your data.

If you have an issue, please contact us as per section 9.