

## **Terms & Conditions**

### **Emergency Housecare Limited Membership**

Emergency Housecare Limited (“the Company”) agree to carry out work and supply goods in accordance with the specification set out with the Customer and in accordance with the following Terms and Conditions and the membership agreement. The Emergency Housecare Limited membership formulates the following packages:

Level 1 – Plumbing and Drainage

Level 2 – Heating and Plumbing

Level 3 – Gas, Heating, Plumbing and Drainage

These terms and conditions together with your latest agreement schedule include all the information you need to know about your membership and explain exactly what packages are available, what our packages do and don’t cover, how to change or cancel your membership, what changes you need to keep us informed about and how to make a complaint.

The following elements form your membership agreement, please read them and keep them safe. These terms and conditions and the latest agreement schedule are issued to you by Emergency Housecare Limited and any changes to these terms and conditions are contained in notices issued by Emergency Housecare Limited. In the unlikely event that we need to make changes to these terms and conditions we will notify you by email or post and you will be able to voice your views should you wish to.

## **Key Questions**

### **How do I report a fault?**

To report a fault and arrange for a visit please call our office on 0330 024 5965 or email us at [contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com). We will arrange for an engineer to attend your property to assess the problem in accordance with the agreement terms and conditions. If we deem the issue to be an emergency (as set out in these terms) we will attend within 6 hours.

All of our Agreements incur an automatic excess which will be set out in your Agreement. The amount of the excess you agree to pay (as shown on your Agreement) is payable when your booking is arranged. When we are working to complete your repair if other (unrelated) faults are found these will be deemed as a new claim and a further excess charge will apply for each one.

We will ask for pre- authorisation of any excess while the engineer is on site.

### **How long is my membership for?**

Your membership will continue until you or we (The Company) cancel it. You have certain rights to cancel your membership, and these are set out below under the heading “How can the membership be cancelled”. Our cancellation rights are also set out below under the headings “When can Emergency Homecare Limited cancel the membership and “What if I miss a payment”.

### **How can the membership be cancelled?**

If you wish to cancel your membership; you (as the named membership holder) or an authorised representative, must contact us by calling the customer service number or writing to us at our office address. You may cancel your membership at any time within the first 14 days (The "cooling off" period), after which we require 28 days notice to cancel. Refunds will not be given for any monies paid to the company.

### **When can Emergency Homecare Limited cancel my membership?**

Emergency Homecare Limited may cancel your membership in the following circumstances:

- By giving you at least 7 days' notice in writing to the last address provided to us
- If you are seriously in breach of the terms of your membership. Examples of a serious breach include failure to make a payment despite contact from us or submitting a fraudulent claim
- If you or persons associated with your property/membership display unreasonable behavior towards us, including but not limited to abuse, discrimination, offensive and/or threatening language or action

### **What if I miss a payment?**

If you fail to make a payment on the due date, your membership will be suspended, and you will not be able to make a claim. Emergency Homecare Limited will notify you in writing within 5 working days of the date on which a payment was due if you fail to make a payment. If you do not pay the requested amount within 30 days of the due date, your membership will be cancelled. Please see 'How can the membership be cancelled' section for your liability to pay any premium to us under the membership. If you want to make a claim under your agreement whilst your membership is suspended, you will be required to pay any outstanding amounts before an engineer will be dispatched to your property.

### **How do I change my cover level?**

If you wish to change the level of cover of your membership during your agreement term you can do this by contacting us on 0330 024 5965. You cannot change your level of cover while you have an open claim. We will send you an updated agreement schedule.

### **What information and changes do I need to tell you about?**

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your membership. If the information provided by you is not complete and accurate we may cancel your membership. Therefore, please tell us immediately about the following changes;

- You change address
- If your use of the property changes which means you would no longer meet the eligibility criteria for this agreement
- If you change the boiler or heating system in your property (please see "Eligibility" and Boiler Check for further details)

If you are in any doubt, please contact us on the customer services number, or write to us at our office address. When you inform us of a change, we will tell you if and

how it affects your membership. If you change address and you have a membership that includes boiler cover, we will organise for a boiler check to take place at your new property (please refer to the “Boiler eligibility and Boiler Check” section of this document). If the boiler in your new property passes the boiler check, the section, “Obsolete Parts and BER - first 6 months “will apply from the date your boiler product was transferred to your new property. If your membership covers multiple products, cover will continue uninterrupted for all other non boiler products.

### **How can I complain?**

Only the person named on the agreement schedule, or an authorised representative can make a formal complaint. If you wish to register a complaint, please write to us at the office address or contact us by telephone on the customer services number. Every effort will be made to resolve your complaint to your satisfaction as quickly as possible, but in any event, within 8 weeks at the latest. If we cannot resolve your complaint within this time, we will write to you. No complaint will ever be settled with cash

### **Level 1. PLUMBING AND DRAINAGE**

#### Cover Definitions

If your property is a flat, problems relating to the external drainage or external water supply will only be covered if you are solely responsible for maintaining it. Problems also affecting other flats or within internal communal areas are not covered.

**Plumbing and/or drainage:** The water pipework, stop taps, water tanks, cold water tanks, drainage (internal and external) and waste pipes within your property for which you are legally responsible.

**Water supply pipe:** The freshwater pipe that connects your property to the mains water supply up to your property.

**Reinstatement:** The re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns. An exact match to the existing surface cannot be guaranteed. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces. To allow for settlement of the ground following excavations, the reinstatement works may not be carried out immediately. We will not pay the customer any cash to have this done by another contractor or for them to do it themselves.

### **What is covered?**

**Plumbing and Drainage:** You are covered for problems relating to your plumbing and drainage. The engineer will resolve the immediate problem by repairing or replacing leaking pipes; clearing blocked drains; restoring toilet facilities, repairs to leaking overflows and investigating the causes of noisy pipes and quietening these where they can be accessed. The engineer will leave a blocked drain running clear or repair a damaged section of drain which is leaking or causing a permanent blockage. This will include the temporary reinstatement of any excavations carried out as part of the claim.

**Water Supply Pipe:** You are also covered for a leak or blockage in your water supply pipe. An engineer will locate the leak or blockage and repair, replace or unblock the affected section (only) of the water supply pipe (membership does not cover the replacement of the entire supply pipe). This will include the reinstatement of any excavations carried out as part of the claim

Taps supplied will not be like for like. If the customer refuses our stock tap, they may purchase a tap of their choice for us to fit. This will be treated as a new claim.

- Repairs to leaking pipes or joints
- Repairs to a non-flushing toilet
- Flexible hose on both hot and cold
- Unblocking of waste
- Repairs to leaking soil vent pipes
- Repairs to a leaking and/or seized internal stop tap and taps
- Repairs to a water leak from central heating pipe and radiator valves
- Clearance of a blocked sink, toilet or waste pipe
- Repairs to leaking overflow pipes
- Repairs to a blocked or leaking drainage pipe
- Repairing a leaking and/or blocked water supply pipe internally
- Drain and isolate a leaking hot water cylinder/radiator

### **What isn't covered? (Also see the General Exclusions)**

These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem

- Frozen pipes which have not resulted in a leak or permanent blockage
- No hot water due to a breakdown of a water heater, a boiler or a central heating component
- Showers including the shower unit, controls, outlet or shower head
- Electrical appliances connected to or part of the plumbing system (including their discharge pipes)
- Replacement of sanitary ware (e.g. basins and toilet bowls)

Replacement of radiators, hot water cylinders (and their unique and Integrated components - such as pressure release valves) and central heating components (such as system filters and pumps), unless there is no other way to stop the leak

Any costs of water lost during a leak and/or any damages

Quieting noisy pipes that are caused by the expansion and contraction of pipes as they heat and cool

External guttering, rainwater downpipes and soakaways

Drains/sewers that you do not have sole responsibility for (including shared drains within your property and drainage pipes that do not lead to a public sewer or cesspit.

Drain clearance if the design of your drainage system does not allow access by our engineers (e.g. via a manhole)

The external stop valve connection to the water mains supply (because it is the water company's responsibility)

Costs which exceed the fair share of the cost of any work undertaken by us under the terms of your agreement on a water supply pipe outside the boundary of your property where you share legal responsibility for the water supply pipe with any third party(s). (The fair share will be calculated as the total cost of the work divided by the number of parties (including you) that are responsible for the water supply pipe and benefit from the repair. Work will not commence until all parties agree to the work and have given their consent to pay their fair share).

Blockage in central heating pipes, system and components

## **Level 2. HEATING & PLUMBING**

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

### Cover Definitions

If your property is a flat, any problems relating to any elements you do not have responsibility for, such as communal areas are not covered.

**Boiler:** The appliance designed to provide domestic hot water and heat to water-based radiators, including all manufacturers fitted components within it.

**Beyond Economical Repair (BER):** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be BER.

**Obsolete parts:** Emergency Homecare Limited use reputable suppliers who stock the usual parts required to fix most boilers. However, if, when attempting to fix your system we find that the relevant manufacturer's spare parts are not readily available after a search of all our stockists or that parts may be available but will take longer than 28 days to source, Emergency Homecare Limited will not be able to complete your repair. Please refer to obsolete parts and BER section for details of what we will do in these situations. We will not fit parts supplied by customers.

## **What is Covered?**

Breakdown of the boiler  
Replacement heat exchanger  
Repair/replacement of a leaking gas supply pipe after the gas meter  
Repair/replacement of a leaking gas supply or cooker hose  
Replacement of boiler zone valve  
Attempts to repair boilers which make an excessive noise.

**Additional Claims:** Repairing or replacing any number of part(s) for a single reported problem is considered as one fault. If other faults exist or are found which are in a separate part of your system and are not related to the problem you reported an additional claim will need to be made for this repair to be completed

**Reinstatement:** Under gas supply pipe repairs (after the property's meter), we will carry out a temporary reinstatement within the claims limit. However, this will not include reinstating or replacing floor coverings (such as plaster, hardwood, laminate flooring, vinyl, carpets etc.), and fixtures or fittings to their original standards.

**Re-routing:** If we need to re-route your gas supply pipe as part of the repair, in addition to our engineer's best judgment, the most cost-effective route to re-establish your gas supply in accordance with Gas Safety (Installation and Use) Regulations will be taken

## **What isn't covered? (Also see the General Exclusions)**

These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.

Boiler makes and models that do not meet the eligibility criteria as advised when the agreement first started or whenever a boiler health check is completed

Elson tanks,

Any part of the boiler which is not possible for the engineer to work on safely.

Parts of the boiler where it is impossible or impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units

Frozen pipes within the system which have not resulted in a leak or permanent blockage

Adjustment of timing and temperature controls

Repairing or a like for like replacement of a non-standard radiator (e.g. cast-iron, decorative, customised, or those which curve with the profile of a wall)

Repairing or a like for like replacement of internet connected controls, thermostats & valves. If a replacement is required to resolve a breakdown, our choice of parts will be fitted

Solid fuel heating systems

Electrical heating systems

The gas supply pipe before the meter (because it is the responsibility of the National Grid)

Gas supply pipe that is more than 35mm in diameter and/or made of steel

Any appliance connected to the gas supply pipe.

A boiler that is used for heating swimming pools.

### **Obsolete Parts and Beyond Economical Repair boilers**

If when attempting to repair your boiler the parts required are found to be obsolete or your boiler is beyond economical repair, the following terms shall apply;

**First 6 months** During the first six months of adding a boiler product, your boiler will not be replaced under this agreement.

**After 6 months** After six months of adding a boiler product to your agreement (and each year thereafter that you renew your agreement); if your boiler is less than 7 years old we will source, replace and install a new boiler. If it is 7 years old or older we will source and replace your boiler through our approved installer, and you will be required to pay the installation cost. A survey will be completed, and an individual quotation will be provided. The age of the boiler will be determined by the GC/Serial number or its installation date, if you can evidence it was installed within 12 months of its manufacture.

The new boiler make and model will be chosen by us and will provide a suitable level of heating and hot water for your property. It will match your existing boiler type (e.g. a combination boiler will be replaced with a combination boiler). Any heating system or boiler upgrade costs will be charged for. There is no cash alternative to the replacement offered. We will not fit a boiler supplied by the customer

### **Maintenance Work**

When dealing with your boiler, after completing a repair we may advise that additional maintenance work is required to prevent a future breakdown. Where this maintenance work is not covered under this agreement, it is your responsibility to have it completed. For example, your system may require cleaning to remove sludge, scale or rust. You will be notified in writing if maintenance work is needed and until this work is carried out, your premium payments will continue but you will not be covered for repairs to the affected part of your system. We ask you to get maintenance work completed and provide us evidence of the work being done.

If you do not complete Maintenance Work, your boiler has Obsolete Parts, or your boiler is deemed Beyond Economical Repair – we will no longer cover your boiler under this membership

### **Boiler Services**

Your membership may include provision for a Boiler Service by Emergency Homecare Limited. The Boiler Service will be completed in accordance with the current Gas Safety (Installation & Use) Regulations and the manufacturer's instructions for your boiler. Please make sure that you have the manufacturer's instructions available for the engineer when they attend.

### What is Included?

A full inspection of the entire chimney structure (more commonly known as the flue).

Inspection and, where necessary, cleaning of the burner, combustion chamber, any injectors and heat exchanger

Inspection of ignition devices i.e. pilot lights and/or spark and flame sensing electrodes

Checking the integrity of all seals and gaskets

Ensure that any condensate traps and drains are free from debris (this does not include sludge / scale / rust within the system)

Testing the boiler in accordance with the manufacturer's instruction to ensure:

The heat input and/or operating pressure are correct

The effectiveness of the flue

That all ventilation requirements are to current standards

The correct operation of all safety devices and that the boiler is safe for continuous use.

A final combustion analysis and measurement against tolerances set by the manufacturer's instructions

A test of all disturbed gas connections

Carry out functional testing of heating and hot water

A visual inspection of any other encountered gas appliances

Written notification of any gas safety defects which may affect the safe operation of your appliances

An assessment of your current heating controls and best practice advice regarding energy efficiency

The servicing of a system filter (providing you have the servicing spanner available during the engineer visit). We will however not repair or replace a system filter.

### What isn't Included?

Any maintenance or remedial work that is not part of the boiler service

A test of the gas installation pipe work, unless there is a known or suspected escape gas

If during your Boiler Service the engineer identifies a fault, we will carry out a repair provided it is covered under the terms and conditions. If maintenance work is identified

Emergency Homecare Limited will advise you and this will need to be rectified at your cost. Where safety defects are identified, the current Gas Industry Unsafe Situation

Procedure will be followed. This may mean that the boiler cannot be used until the problems are rectified.

### When will my boiler service happen?

In the first year the Boiler Service will be completed alongside the Boiler Health Check. Thereafter, Boiler Services will usually be completed between April and September. We will contact you by letter, email or text to arrange your Boiler Service. Three attempts will be made. If we cannot get hold of you we cannot complete your Boiler Service. If this is the case you will not be eligible for a refund of the Boiler Service but you can call us to arrange the service within the remaining period of cover. We aim to schedule services roughly every 12 months, however during periods of local or national high demand (such as during cold weather), we prioritise breakdowns and may need to rearrange a previously booked service



### **Level 3. GAS, HEATING, PLUMBING & DRAINAGE**

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

#### **Cover Definitions**

If your property is a flat, any problems relating to any elements you do not have responsibility for, such as communal areas are not covered.

**Heating System:** The heating system includes components that are situated outside of the boiler but within a central heating system. This includes a central heating pump, feed and expansion cistern, motorised valves, thermostat, timer, temperature and pressure controls and chimney structure/flue.

**Radiators:** radiator valves and interconnecting pipework are also covered. If applicable, the hot water cylinder, controls and the immersion heater are covered.

#### **What is Covered?**

A breakdown of the water-based heating system which includes the radiators, radiator valves, radiator pipes, hot water cylinder (and its controls) and immersion heater.

A breakdown of heating system components associated with the boiler (but are not a physical part of it) such as the pump, motorised valves, thermostat, timer, temperature controls and the chimney (flue)

Repair/replacement of a leaking water tank or cylinder

Repair/replacement of a heating system pump

Repair/replacement of radiators or radiator valves

Replacement of zone valve

Repair/replacement of a leaking gas supply pipe or cooker hose

Repair/replacement of central heating controls (not part of the boiler)

Repair/replacement of an immersion heater

**Additional Claims:** Repairing or replacing any number of part(s) for a single reported problem is considered as one claim. If other faults exist or are found which are in a separate part of your system and are not related to the problem you reported an additional claim will need to be made for this repair to be completed.

**Reinstatement:** Under gas supply pipe repairs (after the property's meter), we will carry out a temporary reinstatement within the claims limit. However, this will not include reinstating or replacing floor coverings (such as plaster, hardwood, laminate flooring, vinyl, carpets etc.), and fixtures or fittings to their original standards.

**Re-routing:** If we need to re-route your gas supply pipe as part of the repair, in addition to our engineer's best judgment, the most cost-effective route to re-establish your gas supply in accordance with Gas Safety (Installation and Use) Regulations will be taken

### **What Isn't Covered?**

These exclusions apply to cover under this product only. Please check your agreement schedule to see if you have any other product under this agreement which will cover your problem.

A breakdown of the boiler and controls or the components within it

Elson tanks, thermal storage units (e.g. Gledhill Boilermate) or their controls

Warm air heating system

Under floor heating and its associated pumps and controls

Fan convector heating

Heated towel rails

Combined heat and power systems.

Sludge/scale/rust within the system or damage caused by any other chemical composition of the water.

Any gas appliance

A breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent future breakdowns.

Any part of the heating system which is not possible for the engineer to work on safely

White goods/appliances

Integral parts and pipes

Parts of the system where it is impossible or impractical to access because of its position such as the item is inaccessible due to the installation of fitted units

Frozen pipes within the system which have not resulted in a leak or permanent blockage

Adjustment of timing and temperature controls

Venting of radiators

Repairing or a like for like replacement of a non-standard radiator (e.g. cast-iron, decorative, customised, or those which curve with the profile of a wall)

Repairing or a like for like replacement of an internet connected controls, thermostats & valves. If a replacement is required to resolve a breakdown, our choice of parts will be fitted

Solid fuel heating systems

Electrical Heating systems

Gas supply pipework that is more than 35mm in diameter and/or made of steel

The gas supply pipe before the meter (because it is the responsibility of the National Grid)

Any appliance connected to the gas supply pipe

Repairing or replacing any system filter

Power flush

**Maintenance work** - The engineer, when dealing with your heating system may complete the repair but diagnose that additional maintenance work is required to your heating system to prevent a future breakdown. For example; maintenance work can include circumstances where there is a buildup of sludge/scale/rust resulting in your heating system needing cleaning. As this maintenance work is not covered under this membership, it is your responsibility to have it completed. Failure to get this work completed may mean your future claims will be declined by us.

## B. IMPORTANT INFORMATION

### [General Definitions](#)

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will appear in bold and have the same meaning wherever they are used in your agreement:

**Agreement:** These terms and conditions together with your latest agreement schedule which govern the relationship between you and Emergency Homecare Limited

**Membership Number:** membership number stated on your agreement schedule.

**Membership Start Date:** The date on which your agreement starts, as set out in your latest agreement schedule.

**Breakdown:** A sudden and unforeseen mechanical malfunction which results in the unit or system no longer working.

**Cancellation Period:** The number of days (including your statutory 14 days “cooling off” period), after your agreement start date (or after which you change your level of cover). This is shown on your agreement schedule

**Claim:** A request made to resolve a problem under this agreement. A claim is considered completed where the problem is covered and resolved in line with the terms of the membership and where the problem may not be resolved but the engineer has completed an investigation.

Any claims limit referred to includes labour, materials and VAT, as applicable.

**Engineer(s):** The person(s) employed and/or authorised by Emergency Homecare Limited who attend your property.

**Office Address:** Emergency Homecare Limited, Enterprise House, Wrest Park, Silsoe, MK45 4HR

**Investigation:** Physical work is undertaken to understand the problem, but it cannot be resolved under the agreement (for example, inspection of drains, diagnosing a boiler requires replacement or remedial work).

**Payment Schedule:** The schedule which sets out the amount, frequency and method of payment under your membership

**Premium:** The total amount you pay, consisting of a sum for the membership including all applicable tax and administration fees.

**Product Coverage:** The cover provided by the product(s) available, as set out in these terms and conditions under the “What is covered?” heading.

**Property:** The private home, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within the property boundary at the address shown on your agreement schedule. If the property covered under your agreement is a flat, communal or service duct areas are excluded. The extent of your property will be that which is wholly within your control and for which you are wholly responsible. Please see the sub-section Eligibility” in the General Conditions section.

**You/your:** The person(s) who has the benefit of the agreement

## **General Conditions**

### **Price Changes**

Your membership price is set out in your Agreement and will not change during the first 12 months of your agreement but may change after this with at least one month's notice from Emergency Homecare Limited.

We reserve the right to deny you membership or cancel your membership at any time in cases of pre-existing faults not being declared to us.

### **Installment payments**

Payments will be collected at regular monthly installments by Direct Debit on either 1st or 15th of every month (unless by prior arrangement to pay up front in full).

Failure to keep up with regular monthly payments will make your membership void and any discounts received or costs incurred will be due in full. All materials/goods will remain the property of the Company until payment is received in full. We do not offer payment terms. We do not accept cash on site.

### **Excess Charge**

The excess cost for each fault is £65+vat. For example, if any additional faults are reported by the customer or found and fixed by the engineer (during one visit) each fault will incur the excess charge. If no fault is found, the excess charge will still be payable. The excess charge is payable upon booking.

### **Reinstatement**

The re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns. An exact match to the existing surface cannot be guaranteed. We use engineers with the necessary skills and reputable stockists who stock the materials usually required to reinstate surfaces. To allow for settlement of the ground following excavations, the reinstatement works may not be carried out immediately. We do not offer cash for the customer to arrange reinstatement by another contractor or to carry out the reinstatement themselves.

### **Clean Up Service**

We do not offer a cleanup service.

### **Allocations**

Each customer has unlimited call out for the first 12-month period and 20 calls out per year thereafter. Any call outs in addition to this are chargeable. The spend cap is £2000.00 per year, working in accordance with Home Emergency's schedule of rates (which can be sent upon request).

The customer can request a statement at any time which will show what the £2000.00 has been allocated to on their account and how many call outs have been made. If any residual amount remains at the end of the 12-month period it cannot be carried over into the next year, nor can it be reimbursed to the customer.

If the cost of work goes over the spend cap, then the customer must pay the difference before the works are booked in and started.

### **Disclaimer**

No works will be carried out without the customer signing a disclaimer form (which the engineer will provide).

### **Access to your property**

The customer or a responsible adult (over the age of 18, appointed by the customer) must be in the property at all times while the engineer is in attendance. It is your responsibility to allow us access to your property. If we cannot gain access, we will be unable to carry out the necessary work and will therefore not be responsible and you will need to re-arrange another appointment. If an engineer has attended and has been unable to gain access, we reserve the right to charge a call out fee of £65.00+VAT which will be payable before the engineer attends.

If we cannot easily gain access and need to carry out a repair or fault-find that requires us to access a blocked/hidden/boxed/built in area (especially in the cases of a pipe leak) we do not take responsibility for “making good” afterwards and this will be the responsibility of the Home Owner. We always require clear access to your boiler, as we cannot accept responsibility for anything that gets broken or damaged in your home during restricted access (please see section “Disclaimer”)

If further equipment is required to access the emergency/leak/part which requires fixing such as scaffolding or a cherry picker, you (the customer) will be responsible for the extra cost of this.

#### **Parking**

Suitable parking must be provided by the customer. If a permit is required then it is down to the customer to provide these for the engineer.

#### **Membership Renewals**

At the end of the 12 month period we will automatically renew your Agreement for another 12 months unless you ask us in writing not to with two weeks’ notice from the end date (please refer the section “price changes”)

#### **Guarantee**

We guarantee to make good any faulty parts and/or defective workmanship for a period of 28 days from the date we completed your repair. If you request further visits to remedy breakdowns (even within 28 days of a previous visit) you may still be liable to pay an excess fee if the engineer deems that the fault is not related to a previous breakdown visit.

If our engineer does not attend within 6 hours, we will forfeit our call out fee for the visit.

The rights in relation to any guarantee we give you are in addition to, and do not affect your legal rights under the Sales of Good Act 1979 and Supply of Goods and Services Act 1982. You can get advice about your rights from a Citizens Advice Bureau or Trading Standards Department.

#### **Cancellation**

We require a minimum of one month’s notice to cancel your membership and Direct Debit. We reserve the right to refuse or cancel your membership at any time due to non-payment or late payment of the membership or for non payment or late payment for any other work carried out by the Company and evidence of pre-existing faults, problems and breakdowns.

If the customer decides to cancel their membership before they have made their first monthly direct debit payment and we have already carried out a boiler service the customer will pay £85.00+vat upon cancellation.

#### **Domestic Use**

Emergency Housecare Limited is only available for systems used inside your Home for Domestic Purposes. If you own a domestic property which you rent out, you can hold our membership for your tenanted property by prior arrangement.

#### **Damages**

We do not cover "accidental damage" caused by you or a third party. This will need to be claimed by your Home/Buildings Contents Insurance policy and if we intervene it could invalidate a claim.

#### **Service coverage**

There are areas of the United Kingdom we do not currently provide memberships for. If this affects you, we will tell you when you apply. If you move "out of area", you will be entitled to cancel your membership with no obligation, but we offer no refund for previous months when cover has been in place. Any discounts received will be payable under these terms.

#### **Our Responsibilities**

We will meet our responsibilities to attend emergency breakdowns under your membership within 6 hours and non emergency jobs within a 24-hour period, unless it is impossible because of circumstances beyond our control. If we are unable to meet our responsibilities, we will notify you as soon as possible confirming the reasons and provide you with an alternative date/time when we expect we can satisfy our obligations to you.

#### **Failed appointments**

If you do not re-arrange an appointment or we cannot gain access, your Agreement and monthly payments will continue, even though we have been unable to carry out the work/service the boiler. If, after several attempts, you have not made an appointment or we still cannot gain access, we may cancel your Agreement.

#### **Safety advice**

We may advise you that permanent repairs or improvements are required to help ensure your appliance or system works safely (for example, to comply with Gas Safety, such as upgrading your ventilation to meet current standards, or you may require a system flush to gain cover for your boiler). If you do not follow our advice, we will be unable to fulfill our obligations to you under your membership.

#### **Central Heating cover**

To qualify for cover to your central heating we may conduct a test on your radiators to ensure they are fully functional and in working order at the commencement of the membership. If we suspect or see evidence of a buildup of sludge or slime in your heating system and this causes a boiler breakdown - you will NOT be covered for a repair as this would be classed as a "pre-existing condition". If we recommend a System Flush using (which is not covered under your membership) and this is not carried out, this may invalidate your cover.

#### **Cover**

If an item/part /fault is not covered in your agreement, we will give you a cost for the works to be carried out if it is something that is within our remit.

It is Emergency Housecare's sole discretion to decide whether a fault is covered or not and whether it is chargeable.

If an installation has been carried out by another party, it is our discretion to decide if it is an incorrect/faulty installation.

We do not cover any white goods whether integrated or non-integrated.

If you are not sure if an item is covered, please book in an engineer who will see if we can rectify the issue (further costs will apply)

#### **Spare Parts**

If our engineer does not stock the spare parts required on the day of your appointment, or the parts are faulty or incorrect, we will try to order parts on a "next working day" delivery system wherever possible. We will do all we reasonably can to find and install parts from our approved suppliers, but we cannot take responsibility for suppliers who are out of stock, closed or during a Bank Holiday. By isolating locally we will do our best to keep you up and running.

We may use other approved parts that have been reconditioned by the original manufacturer, but any labour guarantee is still covered.

#### **Labour and Conduct**

Our dedicated engineers will alleviate your emergency in the most cost effective and environmentally sustainable way (for example we would change a tap cartridge rather than changing the entire tap wherever possible). The service we offer is to alleviate the emergency in your home as opposed to an improvement service.

In some cases, we may authorise a suitably qualified contractor to carry out the work. A contractor will be adequately registered for the work.

We will not tolerate rudeness to members of staff/engineers and/or allow any photography or filming of us carrying out works during our visit.

### **Moving Home**

You will need to notify us as soon as possible about any change of address (unless you tell us that you wish to cancel your membership (no refunds will be given)). Please call us to arrange a First Service for your new Home.

### **Governing law**

The terms and conditions for all memberships are written in English and all correspondence entered shall be in English. Your membership is governed by the laws of England and Wales if your home is in England or Wales and by the laws of Scotland if your home is located in Scotland.

### **Boilers**

If your membership includes repairs to boilers:

Whether or not we installed your boiler, if we agree that your boiler is less than seven years old and has been serviced annually by us, we will provide a suitable new replacement boiler approved by us if it is not possible to repair yours because, for example, spare parts are not available, or we decide that it would cost more to repair the boiler than to replace it.

If we installed your boiler and we agree that your boiler is seven years old or more but is less than 10 years old plus you have had a membership for the life of the boiler, we will provide a suitable new replacement boiler approved by us, providing it has been serviced annually by us.

### **Boiler Check**

Your membership will include a Boiler Check which we will arrange. We will inspect your boiler and controls/gas central heating system/gas/ (depending on what is included in your membership). This will ensure that we can include them in your membership and that they are safe and in good working order. We will normally carry out your First Service within 30 days of your Agreement, although it may be later if there is high demand for our services especially in colder weather. If your First Service reveals a problem that is outside of the Agreement terms (such as boilers for which we know we cannot obtain parts, or systems that are installed unsafely or are inaccessible) we may tell you what work is needed and what it will cost to do that work / offer you a different product which will not include the part(s) of your system causing the problem which we are unable to include in your Agreement; or Cancel your Agreement (no refunds will be made). We are not responsible for any pre-existing or design faults on current parts and materials

### **Booking Your Annual Service**

If your membership includes an annual boiler service, we will remind you around the time of the service date. It is your responsibility to make the booking with us by telephoning us. We cannot be held responsible if you fail to rebook your service and your boiler warranty becomes invalid

### **Incentives**

Products which have been given as an as an incentive to sign to Emergency Housecare are not under any guarantee. Only one item shall be given per membership (when offers are running). If the item is defective the customer should notify us within 24 hours of receiving it and send the item back to us. We will send a replacement item on one occasion, depending on stock availability. We will not replace the item with cash. We will not offer any refund and will not exchange for any other item or service. We will not be held responsible for any products which are lost in the post and will keep proof of postage. When stocks run out we will not offer anything else as a replacement. Incentives will only be given when the customer pays for their yearly subscription up front. If the customer cancels their membership within the first year then they are to pay for any products they have received



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### **Priorities**

We will normally complete your Annual Service around twelve months from the date of your last Annual Service. In periods of high demand for our services (such as cold weather), we prioritise breakdowns and may need to rearrange your Annual Service visit. If you have a breakdown in the two months before your Annual Service is due, we may complete it at the same time we visit to repair the breakdown to your system or appliance.

### **Marketing**

When you sign your agreement, we will automatically add your details to our marketing list. This means that you may receive marketing material by email, text or post from time to time. If you do wish to receive marketing materials, please let us know by email or telephone.

## **SMS Data Privacy Policy**

### **About**

Your privacy is important to us, so we've developed this Privacy Policy, which explains how we collect, use, and disclose your personal information. We collect personal information when you use our website(s), mobile apps, and other online and offline products, services and experiences (collectively, the "Services"). Please take a moment to read through this Policy in its entirety.

If you have any questions, concerns or complaints regarding this Privacy Policy or how we use your personal information please contact us via e-mail at [contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com).

### **What Personal Information We Collect and How We Collect It?**

We collect personal information that you provide directly to us.

### **Contact information**

If you sign up to receive our newsletter, emails, or text messages from us, we will collect your name, email address, mailing address, phone number, and any other information needed to contact you about the Services.



### **Payment information**

To order products or services through the Services, you will need to provide us with payment information (like your bank account or credit card information). Please note that your financial information is collected and stored by a third party payment processing company. Use and storage of that information is governed by the third party payment processor's applicable privacy policy.

### **Survey information**

You may provide us with other personal information when you fill in a form, respond to our surveys or questionnaires, provide us with feedback, participate in promotions, or use other features of the Services.

### **How We Use Your Personal Information?**

We use the personal information we collect for the following reasons:

- To send you our newsletter, or other information or marketing about our Services that you think may be of interest to you.
- To reply to your questions, inquiries, or customer service requests or to send you notices, updates, security alerts, or support and administrative messages.
- To provide you with information about the Services that you request from us or which we feel may interest you.
- To monitor and analyze trends, usage and activities in connection with our Services and to improve the Services.
- To facilitate contests, sweepstakes and promotions, and to process entries and provide prizes and rewards.
- To detect, investigate and prevent fraudulent transactions and other illegal activities on the Services and to protect the rights and property of us and our customers.
- To carry out our obligations arising from any contracts entered into between you and us, including for billing and collection.

### **How We Share Your Personal Information?**



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We may share your personal information in the following ways:

- With vendors, consultants, and other service providers who process your personal information on our behalf when they provide services to us, for example data analytics, research, marketing and financial services.
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company.

We may be legally required to disclose or share your personal information without your consent in some circumstances, for example to comply with a court order or law enforcement. In such circumstances, we will only disclose your personal data if we have a good-faith belief that such sharing is required under applicable legal obligations.

### **Your Marketing Choices**

When you sign up for a promotion like a sweepstakes, or subscribe to our newsletter or marketing/promotional messages, we use your personal information to help us decide which products, services and offers may be of interest to you.

We will send marketing messages to you if you have asked us to send you information, bought goods or services from us, or if you provided us with your details when you entered a competition or registered for a promotion. If you opt out of receiving marketing messages, we may still send you non-promotional emails. We will ask for your consent before we share your personal information with any third party for their direct marketing purposes.

You may unsubscribe from marketing messages through a link we include on messages we send you. You can also ask us to stop sending you marketing messages at any time by contacting us at: [contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com).

### **Retention of Your Data and Deletion**



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Your personal information will not be kept longer than is necessary for the specific purpose for which it was collected.

When we decide how long we will keep your information we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure, why we need it, and any relevant legal requirements (such as legal retention and destruction periods).

The foregoing will, however, not prevent us from retaining any personal information if it is necessary to comply with our legal obligations, in order to file a legal claim or defend ourselves against a legal claim, or for evidential purposes.

### **International Transfers**

We will ensure that any transfer of personal information to countries outside of the United States will take place pursuant to the appropriate safeguards.

### **Changes to This Privacy Policy**

From time to time, we have the right to modify this Privacy Policy. We're likely to update this Privacy Policy in the future and when we make changes. Please come back and check this page from time to time for the latest information on our privacy practices.

### **Contact Us**

If you have questions or concerns about the information in this Privacy Policy, our handling of your personal information, or your choices and rights regarding such use, please do not hesitate to contact us at:

Emergency Housecare LTD

Wrest Park Silsoe Bedford Bedfordshire GB MK45 4HR

[contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com)

### **Messaging Terms & Conditions**



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## General

When you opt-in to the service, we will send you a message to confirm your signup.

By opting into messages, you agree to receive recurring automated marketing and informational text messages from Emergency House Care. Automated messages may be sent using an automatic telephone dialing system to the mobile telephone number you provided when signing up or any other number that you designate.

Message frequency varies, and additional mobile messages may be sent periodically based on your interaction with Emergency House Care. Emergency House Care reserves the right to alter the frequency of messages sent at any time to increase or decrease the total number of sent messages. Emergency House Care also reserves the right to change the short code or phone number or alphanumeric sender where messages are sent

Your usual message and data rates may apply. If you have any questions about your text plan or data plan, it is best to contact your mobile provider. Your mobile provider is not liable for delayed or undelivered messages.

Your consent to receive marketing messages is not a condition of purchase.

## Carriers

Carriers are not liable for delayed or undelivered messages.

## Cancellation

Messages will provide instructions to unsubscribe either by texting STOP or through an included link. After you unsubscribe, we will send you a message to confirm that you have been unsubscribed and no more messages will be sent. If you would like to receive messages from Emergency House Care again, just sign up as you did the first time and Emergency House Care will start sending messages to you again.

## Info

For support regarding our services, email us at [contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com) or, if supported, text "HELP" to 0330 024 5965 at any time and we will respond with instructions on how to unsubscribe. If we include a link in messages we send you from Emergency House Care, you may also access instructions on how to unsubscribe and our company information by following that link.

### **Transfer of Number**

You agree that before changing your mobile number or transferring your mobile number to another individual, you will either reply "STOP" from the original number or notify us of your old number at [contact@emergencyhousecare.com](mailto:contact@emergencyhousecare.com). The duty to inform us based on the above events is a condition of using this service to receive messages.

### **Messaging Terms Changes**

We reserve the right to change or terminate our messaging program at any time. We also reserve the right to update these Messaging Terms at any time. Such changes will be effective immediately upon posting. If you do not agree to a change to these Messaging Terms, you should cancel your enrolment with our messaging program. Your continued enrolment following such changes shall constitute your acceptance of such changes.

### **Payment Terms**

Unless explicitly agreed prior to commencement of work, a 50% deposit payment will be required upon booking of the job. 25% payment will be due on the day before works commence and the remaining 25% shall be paid upon completion, before the engineer leaves the site. Where a quotation has not been provided, The Company's agent will advise the customer of the amount due and will post a detailed receipted invoice.

All prices include VAT at the appropriate rate. Acceptable methods of payment are: Electronic Payment (BACS, CHAPS, etc), payment by card over the telephone (please call Finance on 01462 412022). All materials and goods supplied by The Company shall remain the property of The Company until the full invoice has been paid by the customer.

Quotations All quotations for work will be provided based on the information given to The Company by the customer. Any variations to the work following the issue of the quotation and prior to commencement of work shall result in a revised quotation being issued for acceptance. For variations after work has commenced, a fixed price to cover the variation shall be agreed between The Company and the customer and added to the final invoice. In the event that requirements change due to insufficient information having been provided, defects found in existing installations, etc. the customer will be liable for any additional expense incurred. Quotations shall remain valid for acceptance by the customer for a period of one calendar month following the issue of the quotation and work is to commence within two calendar months from the date of the quotation else a new quotation will be required.

Estimates Estimations are provided on a best endeavours basis only and, unless a fixed price quotation (see above) has been provided to the customer, work will be charged based upon the price of parts provided by The Company plus labour which will be charged by the hour or part thereof and may include time taken to research, source and purchase any materials provided.

### **Cancellation procedure**

Burton Smith Limited is committed to providing an exceptional service in a timely manner. Unfortunately, late cancellations are costly to our business and therefore we advise that cancellations which are not made in a timely manner will incur a penalty.

If you wish to cancel your booking, please do so via email to [admin@burton-smith.com](mailto:admin@burton-smith.com) at least 48 hours before work commences. All cancellations made with less than 48 hours notice will incur cost of 50% of the total amount quoted.

Deposits are non refundable.

If materials have already been purchased, we will endeavour to return materials to recover costs. All materials which cannot be returned will be chargeable to the client if cancellation is less than 48 hours from the start date.

### **Assumptions**

For all works (unless discussed and agreed with client before works commence), we have assumed the following;

Un-restricted access to site on the agreed days or work

Welfare facilities on site will be available to our engineers

Power and lighting will be made available for the duration of the works

Safe storage area will be made available for the supplied materials

**Unforeseen Costs** The customer shall be liable to meet the cost of any additional work, services or fittings that need to be provided to rectify any event or situation which arises during the course of the works that are unexpected or are beyond The Company's control. The Company cannot be held responsible for such events or situations.

**Liability** The Company can only be held liable for the extent of works carried out by The Company. No liability shall be accepted in respect of defects in existing installations or in respect of parts not manufactured by The Company. The Company shall not be held responsible for any loss or damage to property, materials or injuries to individuals caused by the personal actions of the customer or other household members or guests before, during or after such works have been carried out. All advice provided by The Company is offered as an opinion only and the customer accepts such opinions at their sole discretion and risk. The customer employs the services of The Company at his or her sole risk at all times. The Company will not be held liable for any accidental damages incurred while carrying out works. By signing this document you are aware that no reinstatement is covered.

**Health and Safety** The Company will take appropriate and practical measures to ensure the environment in which works are being carried out is safe to avoid risk of injury to The Company or other parties; the customer is expected to do the same. Outside of working hours, where works are ongoing, The Company accepts no liability for the actions of the customer or other household members or guests which result in damage or injury to persons or property. The Company reserves the right to refuse to undertake work in an environment which is deemed to be unsafe or where the works are considered to be unsafe, illegal (or out with the spirit of the Building Regulations) or where The Company considers the other parties will be put at risk as a result of the works being undertaken. If the customer notices any situation, property, equipment or materials that they believe to be unsafe they must mention it to The Company immediately. If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health (COSHH) regulations is discovered on site, The Company will notify the customer and may cease work until it has been removed and disposed of in compliance with the relevant legislation. The cost of removal and disposal shall be met by the customer.

**Duty of Care** The Company accepts that it has a duty of care to the customer in respect of materials, workmanship, security, property and belongings and will conduct its business in a manner such that a reasonable level of care is provided.

**Building Regulations** The Company reserves the right to refuse to carry out any work which is in breach of the Building Regulations or which it believes to be in breach of the Building Regulations or the spirit in which they are intended.

**Services and Waste** The customer will provide and pay for all power and water reasonably used by The Company to undertake the work. The customer shall also be expected to provide access to sanitary conveniences for The Company whilst undertaking the work. Unless otherwise agreed between The Company and the customer, waste removal and disposal will be organised by and at the cost of the customer.



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**Insurance** As a professional business, The Company maintains Simply Business Insurance Services the following Insurance cover arrangements: Public Liability £5m and Employers Liability £10m

**Complaints and Compliments** Should the customer have a complaint about the services or work provided by Burton Smith Limited, these should be made in writing to; Burton Smith Limited, Enterprise House, Wrest Park, Silsoe, MK45 4HS. If we are undertaking contract work, please refer to their individual company complaints procedures.