

# Terms & Conditions

## HomeServe Repairs

These are the terms and conditions on which we carry out any repairs and/or services for you and makes up the contract between you and us (The "Terms"). These Terms tell you who we are, how we will provide the repairs or services to you, your cancellation rights and how to make a complaint if you're not happy.

It's important that you read these Terms carefully.

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### Who We Are

**We are Homeserve Membership Limited. A company registered in England and Wales under company number 02770612 (trading as HomeServe). Our registered office is Cable Drive, Walsall, WS2 7BN.**

HomeServe is a trading name of Homeserve Membership Limited. 'we' 'us' 'our' for short in these Terms.

### Prices

To provide you with a price, you will need to answer a number of questions to enable us to book an appropriate Job for you. Based on the information you provide, we will book an appointment for a Job with a fixed price or for a fixed time period with an engineer.

We will charge you for your chosen appointment in advance by credit or debit card. Included within your Job price will be a minimum call out fee which is non-refundable. This may vary by the type of Job you have selected. The remainder of your Job price is refundable if the repair is not completed. We only accept payment using the following cards: Mastercard, Visa and Visa debit.

The price we quote to you will be valid for 28 days from the date on which we provide it to you.

### Your Job

#### When will we do the work?

- We will start the Job on the time and date agreed with you when you booked the appointment. If you request to cancel your Job on the same day as the appointment date then you will still be charged the non-refundable call out fee.
- There may be circumstances outside of our control that prevent us from starting the Job at the agreed

time or keeping to the estimated timescale. If this happens, we will attempt to contact you as soon as possible to let you know and rearrange the appointment.

### **The parts we use**

- Where we replace parts, these will be HomeServe approved standard alternatives. We will try and get parts from our approved suppliers. The parts we use will provide similar functionality but not necessarily be identical, the same make and model or the same type of fitting.
- Our engineer may be able to fit alternative parts supplied by you, however these parts will not be guaranteed by us. You must ensure that you have these in your possession in advance of your appointment and they must comply with British Standards and regulations. Our engineer will not fit parts supplied by you where the Job relates to the gas supply, boiler and central heating system.

### **Preparation for our arrival or where a Job cannot be completed**

- Please make sure that our engineers have clear access to where the Job is required at the Property (e.g. any drains and manhole covers, and a supply of mains electricity and water).
- If we cannot get access (e.g. scaffolding is required) we won't be able to start or complete the Job and you will still be charged the non-refundable call out fee. You may be responsible for any extra costs to us for any additional work as a result.
- If the engineer identifies any potential health and safety risk e.g. hazardous chemicals, asbestos or pest infestations, we won't be able to start the Job and we do not provide remedial solutions. You will be responsible for providing a remediation solution independently.
- If the Job is not possible because it is different to that described when booking (or parts and materials are not available, we will not be able to carry out the Job and you will need to request a new quotation.
- In all circumstances listed above, you will still be responsible for the non-refundable call out fee.

### **Where additional work is required**

- When our engineer arrives at your Property, upon initial assessment they may find out that more work is required than your fixed cost price or the fixed appointment time. The engineer will discuss the options you have in these circumstances. We will agree to any additional costs with you and provide you with an updated or additional quote before starting any work. Payment will be required in advance of the Job starting.
- If our engineer is unable to complete the Job in the same visit, a follow up appointment will need to be booked. This may be on a different day, depending on parts and diary availability.
- Any further quote for a Job will be valid for 28 days.

## **Job Guarantee**

We guarantee materials or parts which we provided and our workmanship for a period of 12 months from the date the Job was carried out.

We will guarantee any additional work carried out, or additional materials provided by us, but only until the date that is 12 months from the original appointment. This does not affect your rights under Consumer Protection laws.

Our guarantee is subject to the following:

- Where the Job involves a blocked drain, a boiler service or the flushing of a central heating system, the 12-month labour and parts guarantee is not applicable. So, if you have any further blockages or problems with your boiler, system flushing or pest infestations you'll need to pay for a new Job and appointment.
- We will not remedy any problems with materials or parts supplied by us where they have been purposely or accidentally damaged. Nor will we remedy any problems where it relates to materials or parts you have provided.

## **General Conditions**

### **Your Responsibility**

#### **The Job**

To book a Job, you must be over 18 years old and the property must be your private domestic residence only (the "Property").

If you are a tenant, you must ensure that you have your landlord's (or owner of the Property's) permission to

allow our engineers to enter the Property to complete the Job. You will be responsible for ensuring that you have your landlord's consent and we accept no liability for any loss or damage caused by your failure to obtain such consent (Please see "Our Liability" section).

For boilers, the boiler must be natural gas and have a power input of less than 70kW. We may not be able to repair specific makes and models of natural gas boilers if parts are unavailable for the specific boiler you have or the boiler is beyond repair.

## **Our Visit**

### **Our engineers**

We use our own employees, approved tradespeople (on our behalf) or provide access to third party contractors to carry out the work. These are carefully selected to make sure they provide a great level of service. Our HomeServe approved engineers carry photo I.D. so that you can be sure you are dealing with a HomeServe approved engineer.

### **Access**

We will do our best to carry out the Job without causing unnecessary damage to your Property, but you accept that the Job (including removing or dismantling any existing fixtures and fittings) may cause damage. We will not replace or restore the original surface or construction. Any redecoration or repair of damage that may be needed following the Job is your responsibility (Please see "Our Liability" section).

## **Cancellation and Complaints**

### **How can you cancel**

You have a statutory right to cancel your Job within 14 days from the date you accept your quote without giving any reason, or if we have ordered parts for the job, you have 14 days from the date they arrive. This is your statutory cancellation period.

You can choose to have the Job carried out before the cancellation period ends, however, if you choose to do this you will lose your right to cancel the Job within the cancellation period. If you request to cancel your Job on the same day as the appointment date, then you will still be charged the non-refundable call out fee.

### **How can HomeServe cancel**

HomeServe may cancel your Job if you use abusive or threatening behaviour to HomeServe employees, agents or contractors.

### **How do I complain**

We aim to provide the highest standard of service from our engineers but we recognise that from time to time things may go wrong. If you have a complaint, please contact us in writing at the Freepost address, by calling us on the customer service number (see Contact Us section), or by emailing [customerrelations@homeserve.co.uk](mailto:customerrelations@homeserve.co.uk). Every effort will be made to investigate your as quickly as possible.

## **Other Important Terms**

### **Events outside of our Reasonable Control**

We will not be responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is not foreseeable and beyond our reasonable control. An event beyond our reasonable control, includes without limitation; strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

### **Reduced price Repair and Policy**

If you have purchased a reduced-price repair and an insurance policy and you subsequently cancel the policy within the first 12 months, you will be responsible for paying HomeServe the full cost of the work you have had carried out under the repair.

## **Our right to make changes**

We may change these Terms or any part of it from time to time for legal or regulatory reasons; to enhance existing features, reflect advances in technology or for other such reasons. If we make any such changes we will inform you and remind you of your rights.

## **The law that applies**

These Terms are governed by and construed in accordance with the laws of England and Wales and agree to submit to the exclusive jurisdiction of the English courts. All correspondence will be in English.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

We may transfer our rights and obligations under these terms to another organisation and we will notify you in writing if this happens, but this will not affect your rights and obligations under these Terms.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## **Our Liability**

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

Nothing in these Terms affect your statutory rights as a consumer. In particular, we do not exclude or limit death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation.

## **How we use your personal information**

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at: <https://www.homeserve.co.uk/about/privacy-policy>

**This information can be provided in large print, in braille or as an audio version on request.**

## **Contact us**

### **For Repair and Services**

0330 0247 053\*

### **Freepost address**

Freepost RLYC-LXAL-GEEH Customer Admin  
Department, HomeServe, Cable Drive, Walsall, WS2 7BN.

## **Smell gas?**

If you think you have a gas leak 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.

\*For repairs and services, lines are open on weekdays from 8am to 6:30pm and Saturdays from 9am to 5:30pm. Calls will cost you no more than the rate of a standard call and charges may vary depending on your network provider. Calls are recorded for quality control and training purposes