YourRepair®

Service & Support Agreement



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Section 1: Our Service and Support Plans

i. **Agreement –** This agreement sets out the entire agreement between:

- you, the person whose details are set out above, (**you, your**); and
- us, YourCare Repairs Ltd, trading as YourRepair (company number 12097804) (**we, us, our**)

for our Service & Support Care Plans. These include:

- An annual boiler service;
- Landlord plans also include a Gas Safety Inspection for the rental property;
- Unlimited access to our 24/7 support centre; and
- Access to our network of approved qualified engineers to help optimise and ensure that the systems included in the plan you have chosen for your needs as set out above (**plan**) continue to work correctly.

We may also offer you hints and tips relating to the systems included in your plan online through our website.

This contract forms a maintenance service agreement between you and YourCare Services Ltd. Any repairs and replacements detailed in this agreement which are provided outside the annual service may be subject to a separate charge and are provided at the absolute sole discretion of YourRepair. This is not an insurance policy.

ii. **What's included in our plans:**

Support for:	Boiler	Heating	Home	Home Plus	Complete
Boiler and Controls	✓	✓	✓	✓	✓
Central Heating System		✓	✓	✓	✓
Gas Supply Pipes			✓	✓	✓
Plumbing Pipework			✓	✓	✓
Electrics			✓	✓	✓
Water Supply Pipes				✓	✓
Drains				✓	✓
Taps and Toilets				✓	✓
Security and Locks					✓
Roof Protection					✓
Pest Control					✓

Full details of what our service plans do and don't include are set out in Section 4 of this agreement (see page 8).

iii. **Annual Boiler Service –** If you have a plan for your home, we will contact you to arrange for an authorised service technician to visit and perform an annual service during the quieter summer months between March and September to ensure that your boiler is working efficiently. As part of our Annual Boiler Service our checks will include:

- Performing a visual check and remove the cover for an internal inspection. Our checks may also include.
- Conducting a flue gas analysis and efficiency test.
- Checking and adjusting the system pressure
- Inspecting the condensate trap
- Ensuring the boiler fires up and shuts down safely
- Confirming ventilation and flue meet current Gas Safety Regulations

Afterwards the engineer will also advise you on your boiler's overall condition and maintenance.iv. **Landlord Gas Safety Inspection –** If you are a landlord, we will carry out a Landlord Gas Safety Inspection. Each year we will contact you to arrange for an authorised service technician to visit your property and carry out a gas safety check of the gas meter, gas pipework (from the gas meter) and up to a maximum of three gas appliances located at your property (CP12). We will then send you a report to confirm that this check has been carried out. If any part fails the check, we will include the full details in the record. If your boiler fails the Landlord Gas Safety Inspection we may be able to fix it but a second Landlord Gas Safety Inspection is not included within the price of your plan.

Section 2: Price, Payments & Fixed Fees

i. **Price and Monthly Payments –** The annual price you pay for the plan is set out above (**annual price**). The amount you pay each month is paid by Direct Debit (**monthly payments**). All prices include the relevant taxes at the current rate.

If you default on any payment we may:

- Charge you interest at the rate of 0.5% over the Bank of England base rate;
- Charge you an administration fee of £25 for each default; and
- To the extent where we have to incur any additional costs which are not covered by the £25 administration fee, charge you those reasonable additional costs.

The (**fixed price term**) means your price won't increase during this period of time as a result of the number of repairs that you request us to arrange. Please note that if you have purchased your plan during an offer period where a discount has been applied to the price, the discount is only applied for the first 12 month. The fixed price term does not mean your price will remain at the discounted level every year, it only fixes your price with respect to the number of repairs that you request us to arrange.

However, we may increase the annual price and or monthly payment during your fixed price term if for example:

- The government introduces a change in any relevant tax rate, in which case it will only increase by the amount of the increased tax.
- To reflect the Consumer Price Index (CPI) rate of inflation published by the Office for National Statistics in January of that year plus 3.9% (ignoring any negative figure)

ii. **Fixed Fees -** The fixed fee is the amount you pay per call-out which is detailed above (**fixed fee**) and is payable by credit or debit card before we approve and progress a call-out. This is in addition to the annual price. There is no fixed fee for your annual boiler service (and, where you are a landlord, your Landlord Gas Safety Inspection).

We may increase the fixed fee amount that you have chosen to pay if you request more than four callouts in any year (the period of 12 months from the start date and each consecutive period of 12 months thereafter). If you do not accept the change to the fixed fee, you can end this agreement by giving us notice within 14 days of us notifying you of an increase in your fixed fee.

If you call us back for the same fault (as determined by our qualified independent engineers) within 30 days, you won't have to pay an additional fixed fee.

Section 3: Contract Term, Renewal & Cancellations

i. **Contract Term -** Your contract term is 12 months (1 Year) and starts on the start date set out above (**start date**) and continues until it is terminated in accordance with this agreement.

ii. **Cancellation -** You are free to leave the agreement at the end of each contract term by giving us notice (by telephone or in writing) in the last 28 days of that year.

If you end your agreement by giving us notice within 14 days of:

- The start date, then, provided we haven't carried out any work, we will refund you everything you have already paid in that period;
- The start date, and we have carried out work or supplied goods, you will have to pay us for the work we have done, and any goods supplied; or
- Us notifying you of an increase in your fixed fee, then no further charges will apply from the time of us receiving your notice and ending your agreement.

If you end your agreement after 14 days of the start date you will be required to pay the outstanding balance of your agreement.

We may end your agreement at any time if:

- You give us false or incorrect information;
- You fail to pay for your plan;
- You use threatening or abusive behaviour or language; or
- Your system is deemed by us to be unsuitable for our support plans.

We will let you know if we end the agreement. If we end the agreement you will be required to pay a termination fee. The termination fee will be the lesser of the annual price you would have paid for the remainder of the year and our charges for any goods and services we have provided.

We work out the termination fee and the cost of any services supplied using the following scale of charges:

- Boiler Service or Landlord Gas Safety Inspection - £80
- Boiler Service and Landlord Gas Safety Inspection combined - £120
- All completed boiler or central heating repairs - £190 each
- Any other completed repairs - £99 each

iii. **Renewals -** We aim to send you a renewal notice by email 28 days before the end of your fixed price term showing the annual price you will pay to continue. We'll keep renewing your agreement automatically, unless you contact us and ask us to cancel during the last 28 days, prior to the renewal date.

iv. **Moving Home or Replacing your Boiler -** Let us know as soon as possible if you move home or get a new boiler and we'll discuss the following options with you:

- Moving your existing agreement to your new home;
- Replacing your existing agreement with a new agreement; or
- Ending your agreement as set out above subject to any applicable termination fee as set out above.

Cancelling your Direct Debit does not end your agreement.

Section 4: Terms & Exclusions

i. **General Terms:**

- This is a service agreement providing 24/7 telephone support and access to our network of approved engineers. It is not a contract of insurance nor regulated by the Financial Conduct Authority. If we introduce a comparable insurance product, you agree that at our discretion we can move you to an insurance contract at your next renewal, or earlier if you or the regulator request us to.
- Any benefit under this service agreement related to the occurrence of an uncertain event will be provided at our absolute discretion.
- The law of England and Wales applies to this agreement and how it is interpreted.
- We will use your personal data in accordance with our privacy policy which you can find at www.yourrepair.co.uk/privacy-policy.
- We will carry out our obligations under this agreement within a reasonable time unless we cannot do so due to circumstances which are beyond our reasonable control. When you raise a claim we will let you know how long it will take to send out an engineer.
- Nobody other than you can benefit from this agreement.
- All repair work is guaranteed for 30 days from the date of repair completion.
- We may at any time transfer any or all our rights or responsibilities under this agreement to any other organisation. We will tell you as soon as we reasonably can if we do so. We may

also subcontract anything we have agreed to do under this agreement. None of this affects your rights.

- We may make changes to these terms and conditions. If we make changes which are not in your favour, we will tell you about them. If you do not accept the changes, you may end this agreement without any cancellation fees.
- All parts and materials supplied by us shall be standard parts commonly used in the industry and purchased from a reputable specialist heating supplier. We shall not be responsible for the cost of a "like for like" replacement part to the extent that the cost of that replacement part exceeds the cost of an equivalent standard part.
- Where required, you are responsible for providing parking for our engineers visiting your home, including covering any costs for the parking.

ii. **General Exclusions**

We will not assist or provide support with any:

- Faults that existed before you entered into this agreement or within the first 13 days after entering into this agreement;
- Systems or appliances that haven't been installed, maintained and used in accordance with manufacturer's instructions and or current regulations or best practice;
- Replacing heat exchangers, repairing faults caused by limescale, sludge (namely, dirty water contaminated by particles of dirt, rust or other foreign contaminants, that is deposited as water passes through the components of the central heating system), or other debris;
- User tasks which are detailed in your user guide, re-pressurising your system and or bleeding your radiators;
- Systems that are powered by anything other than natural gas;
- Non-standard systems or parts. "Non-standard" means any system or part that we are unable to obtain and have delivered within 10 working days from the appliance manufacturer, the manufacturer's authorised distributor, or a recognised national trade supplier. "Non-standard" also includes systems or parts that are obsolete, discontinued, bespoke, supersede existing components, custom-made, available only reconditioned or second-hand, or which must be imported and are not held by United Kingdom trade suppliers. We will use reasonable endeavours to source parts through these channels.;
- Trace and access (work required to locate the fault), leak detection;
- Upgrades or improvements to your system;
- Problems relating to steel, lead or iron pipes;
- Damage we have caused in order to carry out any repair or maintenance that you have requested;
- Damage linked to or caused by the supply of your gas, water or electricity;
- Showers and shower pumps;
- Faults or damage caused by a third party;
- Issues that don't affect how your system works;

- Intermittent faults which cannot be identified at the time of the approved engineer's attendance;
- Boilers or systems that are not solely used for domestic purposes and situated completely within a domestic property;
- Faults that occur when your property has been unoccupied for greater than 30 days.
- Systems that have pipework 35mm or more in diameter, a commercial gas meter or any other work that our engineer advises require commercial gas qualifications to complete a repair;
- Issues where we reasonably consider that there is a health and safety risk;
- Maintenance work required to keep your systems in good working order;
- Replacement of consumables (such as external fuses, batteries, seal/gaskets, fuel);
- Faults that haven't been reported within 24 hours of you becoming aware of them;
- Seals and grouting, which generally fill gaps between tiles and sanitary ware;
- Frozen pipes or any faults caused by freezing;
- Replacing or repairing cold water storage tanks
- Damage that is covered by any insurance policy;
- Parts/equipment still under manufacturer's warranty;
- Faults that arise between tenancy if you are on a Landlord plan; or
- Boilers that have been flooded or submerged in water.

iii. **Boiler is Beyond Economical Repair (BER)**

We may deem your boiler BER if:

- The manufacturer of your brand of boiler advises us in writing that your boiler is BER;
- The parts for your boiler are no longer stocked by the manufacturer of your boiler;
- One of our independent gas safe registered engineers advises that the boiler is BER due to damage that has been caused by another fault;
- Your boiler needs to be removed from the wall in order to complete a repair; or
- Your boiler is over 15 years old and multiple parts are required to correct the current fault.

Boiler Replacement or Contribution towards a new boiler - If your boiler is under seven years old and we deem it BER (beyond economical repair), we may decide to replace your boiler.

If your boiler is seven years old or more and we deem it BER, we may pay a contribution towards a new boiler. The contribution will be a refund of any monthly payments (excluding any fixed fees) you have made to us during the current term of your agreement up to a maximum of £350.

ⓘ *We will only consider a boiler replacement or contribution towards a new boiler if:*

- *You can supply the installation commissioning checklist and service history to show that your boiler has been installed and maintained in accordance with the manufacturer's instructions;*

- *None of the faults were subject to our general exclusions or system specific faults which we advise we cannot help with; and*
- *You have been an active customer of ours for at least 6 months.*

Also:

- *We will only ever cover the cost of replacement boilers that have been supplied and installed by us;*
- *Any replacement will be suitable for your property, but we shall not be responsible for the cost of a "like for like" replacement; and*
- *We are not responsible for the costs of any upgrades required to meet current regulations.*

If you're not eligible for a boiler replacement or a contribution towards a new boiler then you will be entitled to cancel this agreement without any termination fee.

iv. **System Specific Terms**

Boiler & Controls

We can help with:

✓ The breakdown of standard parts of a domestic natural gas boiler, standard associated thermostats, frost stats, clocks, timers and programmers.

We cannot help with:

✗ Boiler models: Potterton Powermax, Britony, Chaffoteaux, Sime, Servowarm and Elm Le Blanc; or any make or model of back boilers;

✗ Smart or internet connected thermostats or devices. We will not replace smart thermostats but, where required, we will fit a standard thermostat to get your boiler back and running;

✗ Resetting/reprogramming your controls or replacing batteries;

✗ The boiler flue (namely, the pipe used to remove waste gases produced by the boiler) and flue terminal;

✗ Combined cooking and heating or power and heating appliances; or

✗ Accidental damage or anything other than fair wear and tear.

Central Heating System

We can help with:

✓ Breakdown of standard parts of the associated heating and hot water system including pumps, motorised valves, radiator valves, pipework and parts and fittings associated with the hot water feed and expansion tank.

We cannot help with:

✗ Servicing, clearing, replacing or repairing magnetic filtration devices;

✗ User tasks which are detailed in your user guide, re-pressurising your system and or bleeding your radiators;

✗ Non-standard parts or systems, towel rails, towel rail valves and curved radiators;

✗ Airlocks or the balancing and venting of radiators;

✗ Replacing radiators, water tanks or cylinders that cannot be repaired;

✗ Electric immersion heaters and condensate pumps;

✗ Parts of a system that are specifically designed for underfloor heating, swimming pools and renewable energy;

✗ Unvented hot water, thermal storage, warm air, or systems that require specialist work, or qualifications; or

✗ Accidental damage or anything other than fair wear and tear.

Hot and Cold Pipes

We can help with:

✓ Leaks on the hot and cold-water pipes inside your property between the stopcock and your taps or appliances.

We cannot help with:

✗ Appliance connections such as flexible washing machine and dishwasher hoses; or

✗ Accidental damage or anything other than fair wear and tear.

Gas Supply Pipes

We can help with:

✓ Gas leaks on copper gas pipes inside your property which supply gas to your gas appliances from a domestic gas meter.

We cannot help with:

✗ Hoses and gas connections on the gas meter cooker, hob gas fire or any other appliance other than the boiler; or

✗ Accidental damage or anything other than fair wear and tear.

Electrics

We can help with:

✓ The mains wiring & electrics, circuit breakers, light fittings, fuse boards, switches and sockets inside your property that connect to the main supply.

We cannot help with:

✗ Electrical appliances, burglar alarms and camera systems, shower pumps, cooker extractor hoods, storage and panel heaters, underfloor heating, swimming pools, controls, pumps, detectors, electrical plugs, rewiring and solar panels and their invertors;

✗ Supply cables up to the fuse box or mains isolation switch if fitted;

✗ Outside lighting or any electrical equipment located in out buildings or outside of your property;

✗ Rubber or lead wrapped cables; or

✗ Replacing or upgrading fuse boards or consumer units.

Water Supply Pipes

We can help with:

✓ Burst mains water supply pipes on your property that you are responsible for.

We cannot help with:

✗ Accidental damage or anything other than fair wear and tear.

Drains

We can help with:

✓ Leaking or blocked standard domestic internal or external drains that you are responsible for within your boundary.

We cannot help with:

✗ Shared drains for which you are not solely responsible;

✗ Drains that have collapsed or been damaged by tree roots;

✗ Blockages caused by non-flushable items such as fat, nappies, baby wipes, toilet fresheners or any other items that should not go down the drain;

✗ Waste fittings that connect your internal waste pipes to your sanitary ware such as plug holes pop up waste and sanitary overflow fittings;

✗ Rainwater guttering and downpipes, manholes and their lids, soakaways, cesspits, drainage pumps, macerators, septic tanks, treatment plants and their outflow pipes; or

✗ Accidental damage or anything other than fair wear and tear.

Taps

We can help with:

✓ Repairs to standard dripping or seized taps, and replacement of non-ceramic tap washers located inside your property.

ⓘ *If your tap(s) cannot be repaired, we may be able to replace them providing they are easily accessible, but you would be required to source and supply the taps.*

Toilets

✓ Standard toilets that are leaking, blocked, not filling, not flushing or overflowing, including standard mechanical parts that are available from major UK trade suppliers.

ⓘ *If you have a standard toilet that requires non-standard mechanical parts or parts that are not readily available from major UK trade suppliers and we are not able to replace them with standard parts, you would be required to source and supply the parts for us to complete the repair.*

We cannot help with:

✗ Electric toilets, saniflows and or macerators;

✗ Non-standard toilets such as wall mounted, concealed or pressurised toilets;

✗ Toilets that need to be removed to complete a repair or toilets that cannot be repaired and require replacing;

✗ Outside taps;

✗ Repairing or replacing sanitary ware - which is ceramic or other such as sinks, basins, baths or toilet bowls; or

✗ Accidental damage or anything other than fair wear and tear.

Security & Locks

We can help with:

✓ Boarding up broken external doors or windows if your property is not secure;

✓ Broken locks on external doors and windows if your property is not secure or the key has snapped off in the lock; or

✓ Gaining access to your property if you are locked out due to lost, stolen or broken keys.

We cannot help with:

✗ Loss of keys if another set of keys exist;

✗ Electronic units that power garage doors; or

✗ Internal doors or windows.

Roof Protection

We can help with:

✓ Supplying and securing a temporary tarpaulin sheet in the event of extreme winds (in excess of 55mph) which have directly caused damage to the tiled pitched roof over your main residence resulting in water ingress.

ⓘ *For health and safety reasons we can only attend roof jobs during daylight hours when the weather is dry and stable.*

We cannot help with:

✗ Flat roofs, or any roofs other than those of a tiled pitched construction over your main residence;

✗ Temporary or permanent repairs to your roof; or

✗ Arranging or covering the cost of scaffolding; or

✗ Damage caused by anything other than extreme wind.

Pest Control

We can help with:

✓ Brown or black rats and house or field mice inside your home; or

✓ Wasps and hornets' nests inside your home, garden, outbuildings or garage.

We cannot help with:

✗ Pest infestations where reasonable hygiene measures have not been taken;

✗ Any damage caused by pests; or

✗ Removal of wasps or hornets' nests after they have been treated.

Section 5: Our Contact Details & Opening Hours

i. **Contact Details -** Please write to us at: YourCare Repairs Ltd, The Mill, Congleton Road, Talke, Stoke on Trent, ST7 1NE.

Please telephone us on 0330 223 4422.

ii. **Opening Hours -** For non-emergency assistance we are open 8:00am to 7:00pm, Monday to Friday (except public holidays).

Our emergency support line (telephone 0330 223 4422) is open 24/7 to log faults:

- With uncontrollable water leaks;
- If you are completely locked out of your property; or
- If you have been broken into and your property is not secure.

If you have complete loss of power, you should call 105 from your handset for free national assistance.

If you think you have a gas leak, you should call the free National Gas Emergencies number immediately on 0800 111 999.

iii. **Request a Repair -** It's super-fast to request a repair online 24/7. Simply login to your account, head to Book a Repair, answer a few questions and we will contact you as soon as possible. Alternatively, you can call our support line on 0330 223 4422.

iv. **Make a Complaint -** In order to make a complaint you can:

- The super-fast way: Login to your account, head to Support and open a New Support Ticket. You can also upload images if applicable;
- Call us on 0330 223 4422 Monday to Friday between 9:00am and 5:00pm.
- Email us at: customerservice@yourrepair.co.uk; or
- Write to us at: Customer Relations Manager, YourCare Repairs Ltd, The Mill, Congleton Road, Talke, Stoke on Trent, ST7 1NE.

Your complaint will be processed in accordance with our complaint's procedure detailed on our website www.yourrepair.co.uk/complaints.