

TERMS AND CONDITIONS FOR HOME COVER PLAN

1. Our Agreement

- 1.1. These terms and conditions set out an agreement under which, subject to certain limitations and qualifications as detailed below, we will maintain your Property to the standard detailed in this Agreement.
- 1.2. These terms and conditions form the Agreement between you and us. Please read them carefully so that you fully understand what your chosen maintenance plan provides and what you can expect from PPG.

2. Definitions

- 2.1. Certain words and expressions used in these terms and conditions have the meanings set out in this section.

Agreement: means this agreement.

Agreement Period: is defined at section 6.1.

Annual Inspection and Service: means the inspection, comprehensive service and safety check of the systems and appliances in your Property (which are covered by this Agreement) carried out during the Agreement Period in accordance with section 7.

Boiler Only Plan means the plan of Maintenance Work detailed in this Agreement.

Callout: where we attend the Property on your request in the event of a fault (or alleged fault) occurring within your Property.

Cancellation Charge: means the charges due in relation to the calendar month in which you request to cancel and the charges due for the following full calendar month.

Charges: the charges payable for the supply of the Services as set out in clause 9.

Commencement Date: means the date you pay the first monthly instalment of the Price.

Customer: the person, firm or company which purchases the Services from PPG.

Data Protection Legislation: means, while they remain in force, the Data Protection Act 1998, the European Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations 2003, once it comes into force the General Data Protection Regulation (GDPR) and any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority.

Expiry Date: means 12 calendar months from the Commencement Date or, where the Agreement has been renewed, from the Renewal Date.

Maintenance Work: means such maintenance work and services carried out by PPG under this Agreement to ensure your home security, central heating and hot water system, plumbing and drains and home electrics (if covered by this Agreement) are operating safely and efficiently in accordance with this Agreement. Maintenance Work includes all labour, parts and replacements as provided for in clause 3 of this Agreement.

Property: means the property at which the Maintenance Work will be carried out.

PPG/Us/We: Property Protection Group Limited, a company registered in Scotland (Company Number: SC574436) and having its registered office at E2 Riverview House, Friarton Road, Perth, PH2 8DF.

Renewal Date: means the date on which this Agreement renews, which, if renewed automatically will be the anniversary of the Commencement Date.

you/your: means the customer entering into this Agreement.

3. Boiler Only Plan – Included and Excluded Services

- 3.1. This clause 3 sets out the Maintenance Work included in and excluded from your Boiler Only Plan.

- 3.2. Annual Inspection and Service as detailed in clause 7.

- 3.3. Boiler Plan – Included Services

Repair of:

- 3.3.1. natural gas boiler or warm air unit with a heat output capacity of up to 40kW, designed for home use;
- 3.3.2. flue, including the flue terminal up to one metre in length; and
- 3.3.3. boiler controls including the programmer, thermostats, motorised zone valves and central heating pump.

- 3.4. Home Plumbing & Heating – Excluded Services

- 3.4.1. repair or replacement due to damage caused by limescale, sludge, other natural deposits or other debris;
- 3.4.2. heating system powerflushing;
- 3.4.3. repair or replacement of the flue, including the flue terminal, if it is over one metre in length;
- 3.4.4. repair or replacement of the flue, including the flue terminal, for any open flue;
- 3.4.5. replacement or topping up of your system inhibitor unless removed by PPG;
- 3.4.6. maintenance of, repairs to or replacement of a boiler and controls system relating to a swimming pool;
- 3.4.7. callouts for resetting your boiler temperature/timing controls or replacing batteries in controls; and
- 3.4.8. repair or replacement of CO detectors, smoke detectors or heat detectors.

- 3.5. Inclusion of any of the appliances, equipment, systems, fittings or fixtures listed in this clause 3 in this Agreement is subject to PPG carrying out a visit to your Property prior to, or shortly after, the Commencement Date. If PPG is unable to provide Maintenance Work under this Agreement in relation to any appliance, equipment, system, fitting or fixture listed in this clause 3 we shall inform you at the time of visiting your Property.

- 3.6. PPG shall not be liable to undertake any Maintenance Work under your plan in relation to damage caused by subsidence, fire, lightning strike or any other act of God.

- 3.7. Repair or replacement of any items, appliances, equipment, system, fittings or fixtures not covered by this Agreement can be agreed with PPG (subject to PPG's discretion) on request. Such replacement or repair will be at a cost agreed between you and PPG and will not be subject to the remaining terms of this Agreement.

4. Obligations

- 4.1. We shall exercise reasonable care and skill in carrying out the Maintenance Work in accordance with this Agreement and shall make every effort to ensure that any parts fitted during the Maintenance Work will be of satisfactory quality.

- 4.2. We shall carry out the Maintenance Work in accordance with all relevant laws and regulations and in accordance with the manufacturer's instructions and guidelines.

- 4.3. Following completion of the Maintenance Work we will:

- 4.3.1. leave your Property and its surrounding area in a clean, tidy and safe condition;

- 4.3.2. remove and dispose of any rubbish, old parts or other materials removed during the Maintenance Work at your request; However, we shall not be liable to pay you for them.

5. Your Obligations

- 5.1. PPG shall have no obligation to carry out Maintenance Work unless:

- 5.1.1. your Property is easily accessible and any indoor areas are safe, well lit and well ventilated;

- 5.1.2. any dangerous material, such as asbestos, is removed from the Property by you; We reserve the right to decline to carry out Maintenance Work where to do so would, in our reasonable opinion, pose a risk to our engineer's health and safety or to the health and safety of others, including where the Property or any fixtures therein contain asbestos material; where asbestos has been identified we will not undertake any Maintenance Work until a clean air certificate has been provided;

- 5.1.3. all information that PPG requests from you in entering into this Agreement, or in carrying out any Maintenance Work pursuant to this Agreement, is true and accurate;

- 5.1.4. you ensure we are able to access the Property to undertake the Maintenance Work.

- 5.2. You should keep PPG informed if you move home, change your contact details or make any major alterations/renovations to your Property.

6. Agreement Period and Renewal

6.1. The term of this Agreement is 12 months from the Commencement Date (or Renewal Date where the Agreement has been renewed) unless it is cancelled by you or PPG in accordance with the terms of this Agreement.

6.2. Before the end of the Agreement Period PPG will notify you of the Charges payable to renew this Agreement for a further period of 12 months. Unless you advise you do not wish to renew the Agreement, it will automatically continue from the Renewal Date. If you do not wish for the Agreement to renew you must notify PPG in writing or by telephone within 14 days from the Renewal Date.

6.3. Following the Renewal Date, PPG shall contact you in order to agree a date and time for an Annual Inspection and Service for the renewed Agreement Period. We shall have no obligation to undertake any Maintenance Work unless and until we have agreed with you a date to carry out the Annual Inspection and Service for the Agreement Period and any renewed Agreement Period.

7. Annual Inspection and Service

7.1. We shall carry out an Annual Inspection and Service in each Agreement Period to ensure that the appliances covered by this Agreement (as detailed in clause 3) are working safely and efficiently.

7.2. If such appliances are covered by this Agreement (see clause 3), your Annual Inspection and Service shall include:

For private residential properties:

- 7.2.1. annual boiler service – a check to ensure that your boiler is safe and working properly;
- 7.2.2. annual gas safety check;
- 7.2.3. 10 yearly private homeowner Electrical Installation Condition Report (PPG shall only carry out one report in every 10 year period, the report shall not be carried out on an annual basis).

For residential properties owned and rented to tenants by landlords:

- 7.2.4. annual boiler service – a check to ensure that your boiler is safe and working properly;
- 7.2.5. annual landlord gas safety certification;
- 7.2.6. 5 yearly Electrical Installation Condition Report (PPG shall only carry out one report in every 5 year period, the report shall not be carried out on an annual basis);
- 7.2.7. 5 yearly service of electric storage system (PPG shall only carry out one service in every 5 year period, the service shall not be carried out on an annual basis); and
- 7.2.8. 5 yearly Portable Appliance Testing (PPG shall only carry out one report in every 5 year period, the report shall not be carried out on an annual basis).

7.3. If we are unable to make contact with you to arrange a date to carry out an Annual Inspection and Service or the Annual Inspection and Service does not occur on the agreed date for reasons which do not constitute or include any failure or omission on our part, and we have been unable to re-arrange another date, or we have made at least 2 attempts to carry out the Annual Inspection and Service on the date(s) agreed with you but have been unable to gain access to the Property each time, we reserve the right to cancel the Agreement. If we cancel the Agreement in accordance with this section 7.3 and we have carried out (or attempted to carry out) any Maintenance Work during the Agreement Period prior to cancellation, you shall be required to pay the Cancellation Charge. If we cancel the Agreement in accordance with this section and we have not carried out (or attempted to carry out) any Maintenance Work during the Agreement Period, no refund of any part of the Charges already paid by you shall be given.

8. Appointment times for Maintenance

8.1. We work normally during the hours of 8:30am to 5:00pm Monday to Sunday, however can provide emergency (code 1) assistance 24 hours a day, 7 days a week.

8.2. If you are unable to be present at the Property whilst we are carrying out any Maintenance Works or an Annual Inspection and Service, please ensure that you have a representative over the age of 18 at the Property

who is authorised to consent to the Maintenance Works and provide our engineers with instructions.

8.3. Callouts are categorised (at the discretion of PPG) as follows:

8.3.1. Code 1 – we will attend your Property within two hours. We will categorise faults such as floods, severe water escapes, complete loss of power (affecting only your Property and not caused by your supplier authority) and break-ins as a code 1 fault.

8.3.2. Code 2 – we will attend your Property within 12 hours. We will categorise faults such as no heating or hot water, a partial power cut (affecting your sockets and lights which affects at least half your Property), pressure drop in your boiler, lost keys (if registered key holder service included in your plan) as a code 2 fault.

8.3.3. Code 3 – we will attend your Property within 48 – 72 hours. We will categorise faults that are unlikely to cause lasting damage to your home, are not harmful to your health or the security of your home as a code 3 fault.

The faults listed in this clause 8.3 are not an exhaustive list and the categorisation of a fault is always at the discretion of PPG.

9. Price and Payment

9.1. The price payable for the supply of the Maintenance Work by PPG is as specified in the email you received on subscribing to your PPG maintenance plan (the "Charges").

9.2. You agree to pay the Charges for the Agreement Period. Payment of the Charges may be made by equal monthly instalments paid by direct debit or, with the consent of PPG, by payment of a single annual payment of the total Charges.

9.3. If payments are to be made by monthly direct debit, the first payment will be collected when you sign up with PPG and subsequent payments will be paid on the same date each month. If you wish to change the date of your monthly payment, please let us know.

9.4. If payment of the Charges is to be made by a single annual payment, payment will be taken at the time of entering into this Agreement.

9.5. If you fail to make any payments we will notify you and we will not undertake any Maintenance Works under the Agreement until such time as all payments due have been made. In such circumstances any due and outstanding payments can be made by debit or credit card.

9.6. If you fail to make any monthly payment we may cancel this Agreement and, if we have carried out (or attempted to carry out) any Maintenance Work during the Agreement Period, you shall be required to pay the Cancellation Charge. If we cancel this Agreement in accordance with this section and we have not carried out (or attempted to carry out) any Maintenance Works during the Agreement Period, no refund of any part of the Charges already paid by you shall be given.

9.7. Payments for additional/remedial work not included within the Maintenance Plan are required to be paid in advance of the additional/remedial work being undertaken. Payments can be made by Debit or Credit Card.

9.8. All amounts are exclusive of VAT.

9.9. The Charges due under this Agreement are subject an annual review and are subject to change in accordance with clause 16.2.

10. Repair and Replacement under this Agreement

10.1. If the Maintenance Plan you have chosen includes replacement of any decorative accessories, such as light switches or electrical sockets, these will not be replaced like for like and will be replaced with white finished accessories.

10.2. Any light fittings replaced under this Agreement will be replaced with standard 6 inch hanging pendants with a halogen bulb, or a standard down light with a halogen bulb where appropriate.

10.3. Any external lighting that requires to be replaced under this Agreement will be replaced with a A 10Watt light.

- 10.4. Single bathroom fittings will be replaced with a circular IP fitting or a fluorescent popular pack with diffuser PC;
- 10.5. If PPG replace your boiler under this Agreement, the replacement shall have the same heat capacity output and boiler capacity as the boiler being replaced, but shall not necessarily be the same brand or model.
- 10.6. Unless specified or agreed otherwise, any appliances, equipment, systems, fittings or fixtures listed in this clause 3 that are replaced under this Agreement will be replaced with the cheapest equivalent, giving the same functionality, and will not necessarily be the same make, model or design as the item replaced.
- 10.7. Repairs or replacements for cosmetic or upgrade purposes only are not included in this Agreement. Any replacement parts provided will not necessarily have the same design or features as the original part, however will have a similar functionality.
- 10.8. If you are entitled to any replacement parts or appliances under this Agreement, and you wish PPG to install a specific brand or model of part or appliance instead of the replacement covered by this Agreement (as sourced and supplied by PPG), you shall be liable to PPG for the full cost of that replacement with no deduction in price being made.
- 10.9. If PPG are unable to source any replacement parts required to repair any appliance or system covered by this Agreement due to the age or manufacturer of that appliance or system, PPG shall not be liable to replace or repair that appliance or system under this Agreement. On visiting your Property prior to the Commencement Date, PPG will use reasonable endeavours to advise you whether it is likely that replacement parts for any appliance or system within your Property may be difficult to source, and therefore may not be covered by this Agreement.
- 10.10. Replacement parts provided under this Agreement for your boiler shall be subject to a cap of £250. Any cost of replacement boiler parts over this cap will be invoiced to you separately by PPG. When undertaking any Maintenance Work PPG will endeavour to advise you if any replacement costs are likely to exceed £250.
- 10.11. PPG shall not be required to attend more than 3 Callouts for a single appliance in your Property in any 12 month period under this Agreement. If more than 3 Callouts are made for any appliance in a 12 month period, such further callouts shall be charged at an hourly rate of £35 plus VAT and parts.

11. Accommodation and Travel Costs

- 11.1. If clause 3 allows for accommodation and travel costs of up to £500 to be claimed should your Property be deemed unfit to inhabit by PPG, you will be required to incur the costs of any travel or accommodation and PPG shall reimburse you, up to £500, on adequate proof of receipt.
- 11.2. No costs will be reimbursed unless PPG has deemed your property is unfit to inhabit prior to you incurring such costs.
- 11.3. Only costs incurred by those normally resident in your Property will be reimbursed under this clause 10.
- 11.4. Costs of up to £500 may be claimed per Property, not per person residing within the Property.

12. Your Right to Cancel

- 12.1. You may cancel this Agreement within 14 days following receipt of these Conditions by phoning us on 01738 657117. We will consider this Agreement to be cancelled in accordance with this clause 12.1 on the day your cancellation is notified to us, and no Cancellation Charge will be payable. Any Charges paid will be refunded, unless any Maintenance Work has been undertaken. Any Maintenance Work undertaken prior to cancellation under this clause 12.1 shall be charged at an hourly rate of £35 plus VAT and parts.
- 12.2. If you wish to cancel the Agreement out with the 14 day period detailed in clause 12.1, you must provide 30 days notice and you will be liable to pay the Cancellation Charge.

13. Our Right to Cancel

- 13.1. We reserve the right to cancel the Agreement if you exhibit abusive or threatening behaviour towards any of our employees and/or engineers. If we cancel the Agreement in accordance with this clause 13 and we have carried out or attempted to carry out any Maintenance Work during the

Agreement Period, you shall be required to pay the Cancellation Charge. If we cancel the Agreement in accordance with this section 13.1 and we have not carried out (or attempted to carry out) any Maintenance Work during the Agreement Period, no refund of any part of the Charges already paid by you shall be given.

- 13.2. PPG shall be entitled to cancel this Agreement with immediate effect if it is found that the appliances within your Property, covered by this Agreement, did not meet the appropriate gas and electrical safety standards on the Commencement Date. If we cancel the Agreement in accordance with this section 13.2 and we have not carried out (or attempted to carry out) any Maintenance Work during the Agreement Period, no refund of any part of the Charges already paid by you shall be given.

14. Data Protection

- 14.1. You acknowledge that, for the purposes of the Data Protection Legislation, you are the data controller and PPG is the data processor of any personal data.
- 14.2. You hereby consent to PPG collecting and processing your personal data insofar as necessary for the performance of PPG's obligations under the Agreement.
- 14.3. PPG shall comply at all times with the Data Protection Legislation in respect of the collection and processing of your personal data under the Agreement.

15. Subcontracting

- 15.1. PPG may subcontract any part of the Maintenance Work to suitably qualified local contractors ("**Contractors**"). Prior to a Callout, you will be notified if a Contractor will be attending your Property on behalf of PPG.

16. General

- 16.1. If on any occasion either you or PPG agrees to take no action against the other even after the other has failed to comply with these Conditions, that party shall not assume that the other will do the same on another occasion.
- 16.2. We may change the terms of this Agreement at any time. If the changes made are material, we will tell you about them within 28 days. If you do not accept the changes, you may cancel the Agreement by notifying us in writing within 14 days after we have sent you the notification of the material changes made. If you cancel this Agreement in these circumstances you will not be liable to pay for the remaining part of the Agreement Period and the changes made shall not apply to you. No refund shall be given where the Agreement is cancelled in accordance with this section 15.2 and the Annual Inspection and Service has already been carried out for the Agreement Period.
- 16.3. Other than you, we do not intend that any other person can benefit from this Agreement.
- 16.4. Nothing in this Agreement affects your statutory rights as a consumer in relation to the plans and/or services that we have provided to you. For further information about your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.
- 16.5. This Agreement is subject to the laws of Scotland and the exclusive jurisdiction of the Courts of Scotland.