

## Home Cover Agreement

Date ..... Customer agreement no .....

Title ..... Initials ..... Surname .....

Address .....

.....





..... Post Code .....

Tel No (Home) ..... Tel No (Mobile) .....

**Type of cover:** Plumbing  Heating  Drainage

Payment option: Monthly @ £.....  Annually @ £.....

Monthly agreement is a minimum of 12 month subscription

By Credit/Debit card        

Card No .....

Start Date ..... Expiry Date ..... Issue ..... Sec .....

**Name of card holder**

Title ..... Initials ..... Surname .....

I authorise clearflow services ltd to debit my card for this years subscription and, thereafter, annually until further notice

Customer Signature ..... Date .....

Engineer Signature ..... Date .....

Clearflow Services Limited will contact you within the next 7 days to arrange a convenient time to carry out your home inspection and boiler service.

I the customer agree to pay clearflow services ltd a monthly or annual fee as stated above for there home cover plan and have agreed to all terms & conditions

Customer Signature ..... Date .....

# Clearflow Home Cover Plan Terms & Conditions

## 1. Basis of agreement:

- 1.1 The Supplier (Clearflow Services) agrees to supply the service to the customer at the contracted property and the customer agrees to pay an annual or monthly subscription for a minimum of 12 months.
- 1.2 The agreement shall become binding on the supplier only when all of the following conditions are satisfied.
  - 1.2.1 The home inspection has been carried out by one of our engineers and has been deemed in good working order
  - 1.2.2 Any defects found within the property inspection will be noted and not covered until the work has been carried out to bring these faults up to standard.
  - 1.2.3 14 days customer cooling off period has elapsed.
  - 1.2.4 30 days have elapsed from date of agreement
- 1.3 The customer's right of cancellation of this agreement shall be binding on the customer at the earliest of:
  - 1.3.1 The customer signature or the agreement
  - 1.3.2 In the event the customer wishes to cancel the agreement this shall be done in the form of written notice within 14 days of the date on the agreement
- 1.4 The supplier may vary the term of this agreement at any time by written notice to the customer
- 1.5 The customer shall on acceptance take responsibility for the care of the system to prevent any damage to it by self negligence as under this condition the customer will not be covered for damaged caused to the system
- 1.6 On arrangement of a service call should the supplier fail to gain access to the property then another date shall be arranged. If, after arranging a second time the supplier fails to gain access to the property a levy of £75 will be charged to the customer and/or cancellation of the agreement with full monies still owed
- 1.7 The customer shall not be able to make a claim within the first 30 days of the agreement date
- 1.8 On agreement of the cover the first standing order payment will be taken a month from the agreement date. After this time the agreement payments will continue being taken until notified in writing by the customer wishing to cancel the cover
- 1.9 The agreement does not cover labour and parts for any maintenance work needed within or outside the property due to everyday use.
- 1.10 Invoices, if necessary, will be addressed to the customers address set out in this agreement
- 1.11 The annual/monthly subscription charges are inclusive of VAT
- 1.12 If the customer fails to make a payment within the time specified within the agreement the supplier may take any or all the following steps:
  - 1.12.1 Suspend any services requested by the customer until agreement is brought up to date
  - 1.12.2 Cancel the agreement with immediate effect with any monies outstanding to be paid in full if the agreement is still within the first year
  - 1.12.3 Immediately invoice the balance of the annual agreement if a monthly payment option has been chosen, and cancel the monthly payment option
- 1.13 The supplier will not remove or work on any materials containing asbestos
- 1.14 Any pipe work cosealed within concrete or screed will not be covered within the agreement
- 1.15 Faults falling outside the specifications recorded after the home inspection and will be subject to additional charges:
  - 1.15.1 Misuse of or damage to any part of the system, whether by the customer or a third party
  - 1.15.2 Damage caused by the customer or a third party by any negligent or intentional act or failure to carry out routine services
  - 1.15.3 Any modification made or other work undertaken to the system, whether by the customer or by third parties, during the course of this agreement without the prior written consent of the supplier
  - 1.15.4 Pollution or contamination of any kind
  - 1.15.5 Adverse weather conditions, including storm, floods or lightning
  - 1.15.6 Fire, explosion, structural repairs, accident, earthquake, subsidence, malicious damage, burglary or attempted burglary, theft or attempted theft, demolition, alteration of the property
  - 1.15.7 Hostilities, war, invasion, terrorism, civil war, military power, riot, any hazardous properties
- 1.16 Any electrics involving plumbing, heating and drainage are not part of the agreement
- 1.17 Landlords cover plan covers properties outside of the customers agreement at extra costs and is not extra cover within the agreement of their current residence
- 1.18 Agreements agreed as a private agreement can not be transferred in the event of the customer deciding to let the property
- 1.19 Customers moving house should notify us at the earliest point of their new address in order for us to transfer their agreement from their old address to their new address a full property inspection will be carried out at the new address. The new property agreement will not be valid until a home inspection has been carried out. A boiler service charge will be charged directly to the customer unless the service falls within your annual boiler service agreement date.
- 1.20 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this agreement due to any act of god, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the control of either party.
- 1.21 All notices under this agreement are to be made in writing
- 1.22 On introducing family & friends to the cover plan the customer will receive a months cover for free, This is only available after 3 months standing order payments have been received from the customer introducing family and friends.
- 1.23 All parts and materials used are guaranteed by the supplier for the length of your agreement as long as they were fitted by us.

## 2. Plumbing Services:

- 2.1 The supplier (Clearflow Services) agrees to carry out all emergency plumbing work within the customers property within this agreement which covers all labour and materials necessary to carry out works such as leaking taps, toilet flushing problems, overflow problems, leaking and burst pipe work "copper and plastic", leaking cylinders, leaking radiator valves "Not Radiators", cold water storage tanks. Emergency is deemed as a fault that requires immediate response in order to prevent any further damage to the customers property

- 2.2 This agreement does not cover the customer for any maintenance work needed within the property such as repairing or replacing the cold mains water stop cock, replacement of faulty taps, shower pumps and mixer valves, mechanical pumps, controls, water filters, radiators, swimming pools, garden features, macerators such as saniflo, washing machine breakdown, dishwasher breakdown
- 2.3 Any faults found within the property regarding plumbing will be noted and explained to the customer of any work needed to be carried out at the customers expense to that fault before it will be included within the cover
- 2.4 The suppliers engineers are available every day of the year 24 hours a day to respond to emergency calls
- 2.5 The supplier holds the right to prioritise jobs in order of emergency and will endeavour to have an engineer out to you within 2 hours of your call or arrange a more convenient time to visit
- 2.6 All, Labour and materials needed to carry out repairs are included up to the value of £500 for each job
- 2.7 Any maintenance work or work needed to bring system up to good working order as advised by our engineer will be carried out with a 10% labour discount but not on materials or fittings.
- 2.8 Replacing bathroom fixtures such as showers, sinks or sanitary fittings is not in the agreement
- 2.9 The supplier is not responsible for any repair or re-decorating where any damage has been caused due to repair work being carried out

## 3. Central Heating & Boiler Services:

- 3.1 The supplier (Clearflow Services) agrees to carry out all emergency boiler breakdown work within the customers property within this agreement which covers all labour, parts and materials necessary (upto £500 per call out) to carry out works such as boiler breakdowns due to failing parts within the boiler and leaking or burst central heating pipes
- 3.2 The supplier will call around once a year to carry out an annual service on your boiler. It is up to the customer to contact the supplier each year to make an appointment for the service at a time to suit them.
- 3.3 Boilers known to be over 8 years old and in good working order will be included within the cover for as long as parts are available.
- 3.4 In the event that 2 boilers are located within one property only 1 boiler shall be covered within the agreement and the supplier will notify the customer with additional charges to cover a second boiler
- 3.5 On notification by one of our engineers that the boiler is beyond economic repair the boiler will no longer be covered within the agreement until a replacement has been fitted at the customers expense.
- 3.6 The supplier holds the right to prioritise jobs in order of emergency and endeavour to have an engineer out to you within 2 hours of your call or arrange a suitable time to call around you.
- 3.7 Agreement does not cover resetting timing or other controls such as thermostats or programmers, because of seasonal time differences
- 3.8 Any other related gas appliances i.e cookers and fires are not covered within the agreement
- 3.9 Exposed gas pipe will be covered within the agreement
- 3.10 Concealed gas pipe work will not be covered within the agreement
- 3.11 The customer agrees to contact the supplier immediately should there be a smell of gas
- 3.12 Under-floor heating pipe work "exposed" will be covered but not concealed pipe work or controls

## 4. Drainage:

- 4.1 The supplier (Clearflow Services) agrees to carry out all emergency outside drain blockages within the boundaries of the customers property on this agreement up to the amount of £500 on every call out.
- 4.2 Drainage blockages will be cleared up to point of becoming a shared system but not cover any part of a shared underground system.
- 4.3 All internal blockages such as blocked toilets, basin, baths and showers including all waste pipes within the property are covered along with any parts and materials needed to carry out the work
- 4.4 Repair or redecorating where any damage has been caused by the supplier in order to carry out any repair work will be put back as tidy as possible but will be the customers responsibility to arrange further finishing and making good at the customers expense.
- 4.5 Blocked soak aways, cleaning out of guttering and downpipes and ses-pits are not included within the agreement
- 4.6 If the supplier notifies the customer of a cracked or clasped pipe work also including root infested pipe work, that drain system will no longer be covered within this agreement until work has been carried out at the customers expense to bring system back to good working order.
- 4.7 The supplier holds the right to prioritise jobs in order of emergency and endeavour to have an engineer out to you within 2 hours of your call or arrange a more convenient time to visit

## 5. Discount on any prior work:

- 5.1 The supplier will carry out a home inspection prior to agreeing your home cover to inspect all plumbing, heating and drainage conditions. On finding any faults the engineer will notify the customer and make a note within their inspection form of necessary work required in order to bring that system or part up to an acceptable standard to cover. Additional work/ maintenance work can be carried out by the supplier at a discounted rate of 10% on labour but not on any parts or materials needed to do so.

## 6. Customers right to cancel:

- 6.1 The customer has the right to cancel this agreement within 14 days of the date the supplier has indicated on this agreement by means of a written notice to the supplier. In that case any payments already made will be refunded to the customer
- 6.2 The customer may terminate this agreement at any time after the expiry of the initial 12 month agreement by means of a 30 day notice in writing to the supplier
- 6.3 The supplier will arrange to service your boiler within 7 days of the date on your agreement, on deciding to cancel your agreement within the 14 days cooling off period £70 will be charged directly to the customer to cover the service.