

TERMS AND CONDITIONS

These terms and conditions govern the relationship between you and us. Please read these carefully and pay particular attention to the following sections:

Clause 8	-	Cancellation by us
Clause 9	-	Minimum Charges
Clause 10	-	Call out limit
Clause 20	-	Variation
Clause 22	-	Exclusion of Liability
Clause 23	-	Indemnity
Schedule 2	-	General Exclusions

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions **(Conditions)**.

Agreement: The agreement between you and us under which we provide you with the Services. The Agreement incorporates these Conditions and the Policy Document

You: the customer as set out in the Policy Document and 'yours' shall be interpreted accordingly.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Call out: means any attendance by us at your Property at your request other than safety inspections and maintenance inspections pursuant to Clause 11 of these Conditions.

Services: the services which we are to provide to you at the Property under the terms of the Agreement, full details of which are set out in Schedule 1 to these Conditions. The services provided by us to you will vary depending on whether you subscribe for the 'PCS help!' or 'PCS help Landlord' scheme.

Us and we: Property Care Solutions, a company registered in England and Wales under company registration number 5422259 whose registered offices are at Brent House, Travellers Lane, Welham Green, Hertfordshire, AL9 7HF and 'our' shall be interpreted accordingly.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

Policy Document: the document provided to you by us which sets out the Charges and the Property and where applicable any limitations to the Service

Charges: the amount payable to us by you as set out in the Policy Document

The Property: the residential property at which we are to provide the Services in accordance with the Contract

1.2 Headings in these conditions shall not affect their interpretation.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Contract.
- 1.5 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.7 References to conditions and schedules are to the conditions and schedules of the Contract.

2 Application of conditions

- 2.1 These Conditions shall:
- (a) apply to and be incorporated into the Agreement; and
 - (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by trade custom, practice or course of dealing.
- 2.2 The return by you to us of the signed Policy Document constitutes an offer by you to purchase the Services on these Conditions. No offer placed by you shall be accepted by us other than by us processing your Standing Order Mandate and accepting your first payment.
- 2.3 The Policy Document is issued by us on the basis that the Agreement shall not come into existence except in accordance with condition 2.2.

3 Duration of agreement

Your Agreement starts to run from the date of receipt by us of your first payment. The Agreement shall run until it is cancelled by you or us in accordance with these Conditions.

4 Our obligations

- 4.1 We shall use reasonable endeavours to provide the Services at the Property only, in accordance in all material respects with Schedule 1 and subject to the general exclusions in Schedule 2. You acknowledge that we may sub-contract the provision of certain Services to third party contractors who have the necessary expertise and qualifications required to perform such Services. In circumstances where we have appointed third party contractors we are responsible for ensuring that they supply the Services with reasonable care and skill and in accordance with our codes of conduct.
- 4.2 We aim to conduct the first annual safety and maintenance inspection within 28 days of the commencement of your scheme. However, as we give priority to breakdowns, we cannot guarantee that an inspection will be carried out within that time frame.
- 4.3 We shall use reasonable endeavours to observe all health and safety rules and regulations.

4.4 We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances beyond our reasonable control.

4.5 Our obligations are subject to the Call Out limit in clause 10.

5 Your obligations

5.1 You shall:

- a. co-operate with the us in all matters relating to the Services;
- b. provide us and our agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Property and other facilities which we need;
- c. pay the Charges on the due dates

5.2 If the our performance of our obligations under the Agreement is prevented or delayed by any act or omission of yours, your agents, subcontractors, consultants or employees, we shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

6 Initial Inspection

We shall carry out an initial inspection of your drains and central heating system at the Property and complete a report showing you what we have checked. Where possible we will do this within 28 days of the start of your agreement. If a problem is identified by this service then we may:

6.1 tell you what work is needed and what it will cost for that work to be done

6.2 exclude from your Agreement those parts with which we have identified problems

6.3 cancel the Agreement and refund your money after deducting a minimum charge as set out under clause 9.

7 Cancellation by you

7.1 You may cancel this agreement within seven working days of the date on which we receive your first payment. If you do this we may charge you as set out in the minimum charges section under clause 9.

7.2 You may cancel within one month of us advising you of changes to the either charges you pay or to these Terms and Conditions in which case we shall give you a pro rata refund based upon how long is left of any period for which payment has already been received.

7.3 You may also cancel at any time by writing to **Property Care Solutions Limited Cancellations, Brent House, Travellers Lane, Welham Green, Hertfordshire, AL9 7HF** please remember to provide your address and policy number. If you cancel in this way we may charge you as set out in the minimum charges section 9.

8 Cancellation by us

We may cancel this agreement at any time if:

- 8.1 we believe that you have given false information to us
- 8.2 you fail to make an agreed payment
- 8.3 we find something wrong at the Initial Safety Inspection and you choose not to have the work done which we have recommended
- 8.4 it is not reasonably possible or reasonably economical for us to find or supply the parts to keep your system working safely
- 8.5 we believe that it is inappropriate for the agreement to continue
- 8.6 we give you reasonable notice that we are bringing the agreement to an end

Where we cancel the agreement we will:

- 8.7 Give you a full refund if we cancel as a result of problems identified with your system during the Initial Safety Inspection subject to minimum charges under clause 9
- 8.8 Give you a pro rata refund based upon how long is left of any period for which payment has already been received however we shall make a minimum charge under clause 9 if appropriate

9 Minimum charges

If your agreement is cancelled and;

- 9.1. you have paid us less than £80.00 plus VAT during the 12 month period before the cancellation; and
- 9.2. we have carried out any work for you during that period including an initial inspection where we are entitled to do so we shall charge an amount to bring your payments up to £80.00 plus VAT since the start of the relevant 12 month period.

10 Call Out Limit

Both the 'PCS help!' and 'PCS help Landlord' schemes are subject to a total maximum of three Call Outs in any 12 month period.

11 Areas not covered by us

We are unable to provide the 'PCS help!' and 'PCS help! Landlord' service to all areas of the country. If we are unable to provide you with our services because of this we shall try to tell you as soon as possible.

12 Safety and Maintenance Inspection

For gas heating systems we will normally carry out the first safety and maintenance inspection at the same time as the initial inspection. Safety and maintenance inspections will be carried out annually as long as your Agreement continues. We will carry out an inspection of your plumbing and drains covered by this Agreement once in every two years as long as your Agreement continues.

13 Spare Parts

We have a large central stock of thousands of different types of spare parts as a result we are able to obtain most spare parts on the next working day after the day on which they were ordered.

14 Gaining access to your property

It is your responsibility to ensure that we may gain access to the Property to carry out the Services. We will advise you if we have been unable to gain access to the Property and try to arrange another appointment. If we attend at the Property to carry out the Services but are unable to gain access then this will count as a Call Out (see call out limit clause 10). If we have made a reasonable number of visits to the Property to carry out the required Services but have been unable to gain access then we may cancel your agreement and you will be charged the minimum amount under clause 9.

15 Our responsibilities

We will meet our responsibilities under this agreement within a reasonable time unless it is impossible for us to do this because of circumstances beyond our reasonable control.

16 Contact Details

In the event of a breakdown call 0800 027 7842

Contact Address:

Property Care Solutions

Brent House

Travellers Lane

Welham Green

AL9 7HF

17 Payment methods

You may pay the Charges by any of the following methods:

- a. Monthly or annual Standing Order
- b. Standing Order, credit card or cheque

18 Payment of other charges

You shall pay all other charges not later than 30 days after our invoice in respect of them.

19 VAT

All charges are exclusive of VAT which shall be paid in addition to such charges.

20 Variation

We may increase the Charges or vary the terms of the Agreement by giving 30 days' prior written notice, but:

- 20.1 you may terminate the Agreement by giving notice in writing within 30 days following written notification of intent to increase the Charges or vary the terms of the Agreement.

19 Force majeure

We shall have no liability to the you under the Agreement if we are prevented from, or delayed in performing, our obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

20 Exclusion of liability

We disclaim all liability to you in connection with our performance under the Agreement, including but not limited to liability for loss of profits and other consequential losses.

21 Indemnity by you

You shall indemnify the Provider in respect of any claims by third parties which are occasioned by or arising from our performance pursuant to instructions of the Customer.

22 Third parties

No person other than the Provider and the Customer shall acquire any enforceable rights under or in connection with this agreement.

23 Notices

Any notice required or allowed under this agreement shall be deemed properly given if mailed postage paid to you at your address as provided by you in the Policy Document.

24 Jurisdiction

This agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.

25 Entire agreement

- 26.1 The Agreement constitutes the whole agreement between you and us and supersedes all previous agreements between the parties relating to its subject matter.
- 26.2 You acknowledges that, in entering into the Agreement, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in this condition shall limit or exclude any liability for fraud.

SCHEDULE 1 – The Services

PCS help!

Boiler and central heating system - what is covered

- Repairs to central heating system including all labour and parts day or night. We aim arrive at the Property within 24 hours of receiving your call.
- An annual safety and maintenance inspection of your boiler (parts that are accessible, this does not include electric boilers or warm air systems).
- If your boiler has been installed for seven years or more or your boiler is beyond economical repair then we will offer to replace it with a new boiler at exclusive discount rates.
- Advice and about your system from our highly qualified engineers
- Preventative maintenance advice

Boiler and central heating system - what is not covered

- Replacing or repairing parts of your central heating system that are designed for electric or piped under floor heating or warm air systems.
- Removing hard water scale and sludge from your system.
- Replacing or repairing flues or flue linings that are not directly linked to your boiler
- Removal of any asbestos associated with repair or removal of the boiler
- Those matter covered in the General Exclusions section under Schedule 2

PCS help! Landlord

Boiler and central heating system - what is covered

- The same as under PCS help! (above) except that we shall inspect and service your boiler once every twelve months and provide you with a gas safety certificate.

Boiler and central heating system - what is not covered

- The same as under for PCS help! (above)

PCS help!

Plumbing and drains - what is covered

- Repairs to your internal hot and cold water pipes from your mains internal stop cock to the taps including all labour and parts
- One inspection of your plumbing and drains in every two year period
- Replacement of washing machine and dishwasher pipes
- Replacement of leaking central heating pipes
- Replacement of internal pipes that have burst due to adverse weather conditions
- Leaking over flow pipes
- Cold water storage tanks (plastic only)
- Radiator valves (lock shield valves only)
- Unblocking and getting to waste drainage pipes or rain water drains inside your home. Subject to a limit of £900.00 (including VAT) in any twelve month period.

Plumbing and drains - what is not covered

- Repair and unblocking drains shared with another property or properties
- Repair or replacement of taps or washers in them
- Repair or replacement of lead or steel pipes to taps
- Repair or replacement of treatment plants and their outflow pipes, soak aways, septic tanks and cesspits
- Any work to any drains or pipes beyond the boundary of your Property
- Regularly cleaning or inspecting your drains
- Drains that are used either wholly or in part for non-domestic purposes
- Repairing or replacing the mains cold-water stopcock, shower pumps, water softeners, mixer valves, water filters, mechanical pumps, radiators, swimming pools, hot tubs, decorative garden features, guttering and macerators such as Saniflow electrical toilets
- Those matter covered in the General Exclusions section under Schedule 2

PCS help!Landlord

Plumbing and drains - what is covered

- The same as under for PCS help! (above)

Plumbing and drains - what is not covered

- The same as under for PCS help! (above)

SCHEDULE 2 – GENERAL EXCLUSIONS

The 'PCS help!' and 'PCS help! Landlord' schemes do not include the following:

- The repair or replacement of any item, where the repair or replacement is required because of design faults that existed before you entered into this Agreement and which were not identified by us using reasonable care and skill.
- The cost of repairs necessitated by damage caused by yourself or a third party.
- The cost of repairing any damage we have caused to your property in carrying out the Services provided that we neither we nor our agents have been negligent. Any redecoration, landscaping work etc which may be required after we have carried out the Services is your responsibility.
- The cost of replacing items which are intended to be replaced, i.e. batteries, bulbs etc
- The repair or replacement of any drains, pipes central heating system or any parts of them which have not been installed and/or maintained in accordance with the relevant manufacturer's instructions or good practice.
- Replacing appliances, bathroom fixtures and sanitary ware.
- Repairing or replacing parts which are decorative or cosmetic.
- Cash alternatives for repair or maintenance
- Adjusting the settings or controls on any of your equipment
- The cost of any breakdowns which have occurred as a consequence of problems with your gas, water or electric service
- Any improvements to your central heating system, pipes or drainage
- Repairs or replacement of any equipment which was not working properly and/or in accordance with the manufacturer's specification prior to the start of the Agreement
- Any costs covered by any guarantee or warranty which you hold.
- Normal and routine inspections, repairs and maintenance
- Replacing the boiler for any reason
- Repairing or replacing any equipment which is in our reasonable opinion beyond economic repair
- Repairing or replacing any boiler which is over 7 years old
- Repairing or replacing any equipment as a result of sludge and/or blockages in your central heating system
- Repairing or replacing any equipment which in our reasonable opinion has not been installed or maintained in accordance with the manufacturer's instructions and/or recommendations
- Any repairs or replacement of or to any equipment located other than at the Property.
- **ANY CLAIM MADE WITHIN THE FIRST 28 DAYS OF YOUR AGREEMENT OR PRIOR TO YOUR INITIAL INSPECTION WILL BE DEEMED TO BE AN EXISTING FAULT AND SHALL NOT BE COVERED BY THIS AGREEMENT**