

Landlord's Priority Full Service Peace of Mind Package

Maintenance, Repair and Service Agreement for your heating system (including boiler, valves, thermostat, timer, radiators and pipes), Electrics, Plumbing and Drains. Unlimited Priority Call-out 24/7/365 via manned UK emergency help line. £28.59 a month inclusive of VAT

1. Annual Service and Repairs

- 1.1. The terms and conditions in this agreement apply to the maintenance, repair and servicing service including a priority call-out service provided by Saltire Facilities Management Limited ("we"/"us") for domestic central heating systems run on natural gas, oil, LPG, electricity or solid fuel together with the domestic electrics, plumbing and drainage at the same property. This is a home care agreement not an insurance policy. When you sign a Service and Maintenance Agreement with us you will be deemed to have agreed to these terms and conditions.
- 1.2. This agreement covers the terms on which we provide an annual service of the central heating system in your tenanted property together with a priority call out service for repairs including the cost (inclusive of VAT) of labour and parts required to maintain the property's central heating system in working order. The details of the cover are set out in section 2 of this agreement.
- 1.3. This agreement also covers a priority call out service including the cost (inclusive of VAT) of labour and parts required to maintain the domestic electrics, plumbing and drainage in your tenanted property as specified in section 3 of this agreement.
- 1.4. When you sign a Service and Maintenance Agreement with us you will be asked to specify from whom we accept instructions/make appointments, etc., in respect of this agreement, only you, or your tenant or your agent. If you specify that we can accept instructions from your tenant or agent, we will only do so in respect of actions which are covered by this agreement. In the event that we identify an issue which may fall outside this agreement we will only accept instructions from you.

2. Central Heating System Annual Service and Repairs

- 2.1. At the annual service visit we will carry out an annual inspection of the central heating system in your property, a four-point gas fire check and a full service of the boiler taking account of manufacturers' recommendations and will provide a Landlord's Gas Safe Certificate which will be supplied to you electronically.
- 2.2. We do not apply system age limitations, provided spare parts are still available, but some limitations may apply in respect of some boiler makes and models, and only central heating systems which comply with the relevant British Standards will be accepted for cover under this agreement.
- 2.3. We will service/repair the central heating system in your property using registered engineers/technicians who are fully qualified for the type of system; GAS SAFE for natural gas, OFTEC for oil, GAS SAFE with LPG Element for LPG, NICEIC Registered Electricians for electrical and HETAS for solid fuel.

3. Emergency Domestic Electrics, Plumbing and Drainage

- 3.1. We will provide a priority call out service including the cost (to a maximum inclusive of VAT of £1,000.00) of labour and parts required to provide emergency make-safe and recovery of loss of the domestic electrics, plumbing and drainage in your property following an unexpected failure of or damage to the electrical, plumbing, drainage or water supply systems in tenanted property. This agreement does not cover your property in respect of electrics, plumbing and drainage if the property has been unoccupied for more than 2 weeks unless appropriate steps have been taken to guard against in particular but not limited to risk of damage as a result of seasonal temperature changes.
- 3.2. This is not a maintenance service. We can provide general maintenance and non-urgent repairs but these services are not included in this home care agreement.
- 3.3. In relation to the domestic electrical system in your property we will attend under the terms of this agreement to make safe and to provide assistance to restore the electricity system in the property following an emergency arising from the sudden, unexpected and complete failure of the electricity system in the home. This agreement does not cover in particular, but not limited to:
 - 3.3.1. failure or damage resulting from a failure of any network power supply to the property, for example from a cut or surge in supply;
 - 3.3.2. the failure of any electrical wiring that is not permanent (e.g., fairy lights);
 - 3.3.3. wiring/cabling situated outside of the property (e.g., wiring to satellite dishes, security lighting, aerials, etc.);
 - 3.3.4. where in the opinion of our electrician the electrical system would fail to meet minimum electrical safety standards;
 - 3.3.5. the restoration of electricity where the fault occurs prior to the consumer box;
 - 3.3.6. electricity supply to security systems or CCTV surveillance systems;
 - 3.3.7. damage to or from any renewable power supply connected to the property's electrical system.
- 3.4. In relation to the water supply, plumbing and waste systems in your tenanted property, we will attend under the terms of this agreement to make safe and to provide assistance to restore water supply, plumbing and waste systems to the property following an emergency arising from the sudden and unexpected failure of or damage to the water supply, plumbing or waste systems in the property which has or may result in internal water leakage, flooding or water damage to the property. This agreement does not cover in particular, but not limited to,
 - 3.4.1. general maintenance, including but not limited to leafs, build-up of oils, fats or debris;
 - 3.4.2. an event which is the result of an inherent defect in the water supply, plumbing or drainage installation or results from negligence or neglect;
 - 3.4.3. cracked or broken toilets or cistern, unless it cannot be isolated and is likely to cause an uncontrollable water leak;
 - 3.4.4. shared underground water supply or drainage facilities;
 - 3.4.5. any drainage system which is not of standard (clay pot, plastic P.V.C. or concrete) construction;
 - 3.4.6. leaks from any household fitting or appliance (including sink, shower, basin or bath) where leakage only occurs when the appliance is in use;
 - 3.4.7. any repair to domestic appliances that are leaking water, other than from external fixed pipe work;
 - 3.4.8. de-scaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
 - 3.4.9. replacement of water tanks, hot water cylinders or water softeners;
 - 3.4.10. water pipes to or from or in a detached outbuilding or garage;
 - 3.4.11. guttering or fall pipes;

- 3.4.12. cesspits, septic tanks, vacuum drainage systems, electrically pumped drainage system, shower pumps and drainage pumps;
- 3.4.13. plumbing and filtration systems for swimming pools or spa baths;
- 3.4.14. the replacement of radiators;
- 3.4.15. quieting noisy pipes where this is caused by the expansion and contraction of the pipes as they heat and cool;
- 3.4.16. temporarily frozen pipes where permanent damage is not confirmed;
- 3.4.17. loss of metered water;
- 3.4.18. matching the surface finish following excavation.

4. Appointments

- 4.1. Annual service visits for the central heating system in your property will be carried out during normal working hours on a date agreed with you (or with your tenant/agent if you have told us to do this). We will advise you/your tenant/agent in writing by post or by email (whichever you have chosen) when the service is due and will offer an appointment. If you/your tenant/agent would like to change the day or time of an appointment, you/your tenant/agent should contact us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk) at the earliest opportunity to agree an alternative appointment. We have a limited number of evening and Saturday slots available and will give your property priority access to these slots. If we do not hear from you/your tenant/agent we will assume the appointment offered is convenient and will attend. You should advise your tenant/agent of the potential financial penalty if we cannot get access for the service at the agreed appointment time.
- 4.2. If for any reason having agreed an appointment with us for the service you/your tenant/agent find you/he/she will not be available for an agreed appointment time, you/your tenant/agent should contact us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk) at the earliest opportunity to agree an alternative appointment.
- 4.3. Breakdown calls for all of the services provided under this agreement will be treated as a priority over service calls. When you/your tenant/agent notify us of a fault with the heating system in your property, your domestic electrics, your water supply plumbing or drainage we will agree with you/your tenant/agent the date and time at which we will attend unless the breakdown is an emergency (complete loss of heating or hot water or loss of power or a water leak which cannot be contained).
- 4.4. If we agree the breakdown is an emergency (complete loss of heating or hot water or loss of power or a water leak which cannot be contained) we will respond to it at all times as a priority, including at weekends and on Public Holidays and in any case with 24 hours but usually in a much shorter time. We aim to attend within 2 – 4 hours of the emergency call. When we are called out to an emergency we will tell you/your tenant/agent when we expect to attend and we will update if there is any change. The engineer/electrician/plumber will call when he is on his way to the property.
- 4.5. If we cannot get the heating in the property working within the same day we will provide temporary heaters free of charge and will collect these when the heating is restored. We are not responsible for the cost of energy used by the temporary heaters.
- 4.6. If we have made an appointment with you/your tenant/agent and are unable to access the property when we attend (within 30 minutes of the appointment time) to undertake a service or a repair we reserve the right to charge you at our standard hourly rates (available on our website, www.saltire.co.uk) for the wasted time.
- 4.7. You/your tenant/agent must give reasonable access to our engineer to enable him to carry out the service or repair.
- 4.8. Calls to our call centre are recorded to improve the quality of our service.

- 4.9. We operate an optional Security Password Scheme; you/your tenant/agent give us the password you choose and we will quote that in any telephone call or at the time of any engineer visit.

5. Start Date and Payment

- 5.1. We will not enter into an initial agreement until we have inspected the installations in the property, in particular the boiler and heating system. If we accept your application to enter into this maintenance, servicing and repair and priority call-out service agreement, cover will start 14 days after we accept your application, subject to receipt by us of payment, where applicable. You may make your application at the time of the survey and if the survey was satisfactory the surveyor will accept your application. You may confirm that you wish to proceed with an application for cover up to 7 days after a satisfactory survey.
- 5.2. If our engineer advises you at the time of the initial inspection that we will accept your application you can complete your application to enter into this agreement including the direct debit authorisation and we can carry out the first annual service at that time. This does not affect your right to a 14 day cooling off period. You will be asked to confirm at that time that you understand you are requesting the service to be done regardless of whether or not you subsequently exercise your right to cancel the agreement and that if you do cancel the agreement you will be charged for the service.
- 5.3. If you do not cancel this agreement during or at the end of the 14 day cooling off period the cost of the service of the heating system carried out at the time of the initial inspection will be covered by this agreement. If you cancel this agreement during or at the end of the 14 day cooling off period any payment you have made under this agreement will be refunded to you but you will be charged for the service of the heating system in your property at our published standard rate (available on our website, www.saltire.co.uk).
- 5.4. If you do not cancel this agreement during or at the end of the 14 day cooling off period you will not be charged with the cost of attendance during that period to deal with any repairs. If you cancel this agreement during or at the end of the 14 day cooling off period any payment you have made under this agreement will be refunded to you but you will be charged for any repairs required during the 14 day cooling-off period at our standard hourly rates (available on our website, www.saltire.co.uk).
- 5.5. Payment must be made monthly by direct debit or as a single annual payment in advance of your agreement start date.
- 5.6. If you fail to make a payment on time this agreement will be suspended and you will not be able to obtain service under the agreement. If you fail to make a payment on time we will notify you within 10 working days of the date payment was due. If you do not pay the requested amount within 30 days of the date on which payment was due this agreement will be cancelled. If you have a service due or want a call-out while your agreement is suspended our engineer will not attend until the overdue payment has been made.
- 5.7. If after your 14 day cooling-off period and prior to our next annual inspection visit you/your tenant/agent call us out other than for an emergency, exceptionally we reserve the right to charge you for labour if in our opinion the fault would have been identified and resolved at the time of the inspection.

6. Renewal

- 6.1. We will provide you with notice in advance of the annual renewal date of your agreement together with information about the cost of renewal.
- 6.2. We will continue to provide you with cover, subject to receipt of payment, where applicable, unless you cancel your agreement.

6.3. We aim to undertake our annual inspection and service of the central heating system in your property within 28 days of your agreement renewal date and will contact you/your tenant/agent – see Clause 4 of this agreement.

7. Remedial Work at the Initial Inspection

- 7.1. At the time of the initial inspection before we accept your property for cover under this agreement, our engineer will identify any remedial work required to bring the systems up to our standards to allow us to accept your application to enter into this agreement. Any remedial work performed by us will be chargeable and payable prior to this work being carried out.
- 7.2. If you decline to undertake the remedial work identified, we will cancel the agreement and any payments made by you prior to this will be refunded, subject to any charges payable for work already performed by us.
- 7.3. While our inspection will be as thorough as possible, there may be faults which we cannot identify, for example, because part of your systems is built into the fabric of your property and to inspect it would require intrusive steps to gain access. If we are called out because of such a fault, and you decline to undertake at your cost the remedial work we identify as necessary to bring your system up to standard, we reserve the right to cancel this agreement.

8. Limitations

- 8.1. This agreement covers one boiler at one domestic property. Properties with more than one boiler will require additional cover.
- 8.2. This agreement excludes all commercial rated boilers or boilers used in commercial premises and is limited to boilers with no more than 40Kw output. If the boiler in your property has a larger output we will review the position with you to seek to agree with you the service we can provide.
- 8.3. If we supply any parts to maintain the central heating system in your property, we reserve the right to do so using parts of a similar specification.
- 8.4. Limitations on the availability of spare parts may mean it is not always possible to repair a particular fault. If we are unable to reasonably source spare parts you will be eligible for a 10% discount off the cost of a replacement boiler supplied and installed by us.
- 8.5. If spares are available but in our opinion the cost of carrying out a repair to the boiler in your property is uneconomic given the age/condition of the boiler, we will offer a discount amounting to £220.00 against the cost of supplying and installing a new boiler with a similar KW output. We will also discuss with you the exact model and manufacturer we have recommended. If however you choose not to replace the boiler we will cancel the agreement and refund any payment made in respect of any period of a whole month after the cancellation date, subject to deduction of any charges payable.
- 8.6. This agreement does not cover the cost of:
 - 8.6.1. changes required to the systems in your property to ensure they comply with current legislation and industry standards;
 - 8.6.2. repairs required due to system or manufacturer design faults or interference by a third party;
 - 8.6.3. repairs that are required as a consequence of your own, or a third party's negligence, misuse or wilful damage;
 - 8.6.4. flushes to the central heating system to remove sludge and other waste from the central heating system (PowerFlush) – any system flush work performed by us will be chargeable and payable prior to the work being carried out;

- 8.6.5. faults in any of the systems caused by changes to or failure of utility supplies (electricity, gas or water) or floods, storms, freezing, lightning, explosion, subsidence, or any other structural change;
- 8.6.6. replacing non-approved pipe-work (it does cover the cost of repairing copper and approved plastic pipe work);
- 8.6.7. repairing or replacing flues that are not part of the flue kit for the boiler, i.e. vertical or horizontal extensions;
- 8.6.8. removing asbestos associated with repairing the appliance or system; asbestos removal must be carried out by an accredited asbestos removal contractor who is able to provide appropriate certification on completion of the removal;
- 8.6.9. redecoration and replacement or repair of any fixtures and fittings;
- 8.6.10. redecoration and replacement or repair of any fixtures and fittings, unless the damage is the result of our negligence;
- 8.6.11. work necessary to access underfloor heating pipework.
- 8.7. We reserve the right to charge for work required to:
 - 8.7.1. gain access to any system in your property if it is built into the fabric of the property (this would include pipes buried in walls or floors);
 - 8.7.2. rectify blockages and remove airlocks, and in the event that it is necessary, for example, to remove carpets, floor or wall tiles, floor boards, etc., or to cut into wall or floor surfaces and you wish us to carry out this work you will be asked to confirm in writing your consent while the engineer is at your property but before he commences work.
- 8.8. The cost of redecoration of wall, ceilings, etc., and replacement or repair of floors or any fixtures and fittings is not covered by this agreement.
- 8.9. We are not responsible for loss or damage to your property caused by the appliance or system breaking down, for example, damage to furniture, carpets, curtains, electric or electronic apparatus or wiring or any other fixtures and fittings caused by water leaks.
- 8.10. This agreement does not cover repairs resulting from freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm.
- 8.11. Central heating systems we deem to be non-standard may attract an additional charge, which will be identified at our initial inspection. This would include but is not restricted to Powermax boilers, Gledhill thermal stores, unvented hot water cylinders, dual burner boilers.
- 8.12. This agreement does not cover smoke alarms or carbon monoxide detectors.
- 8.13. This agreement does not permit for cash alternatives for service or repair.

9. Cancellation

- 9.1. Either party may cancel this agreement with at least 28 days written notice to the other.
- 9.2. Examples of why we might have to cancel your agreement include:
 - You give us information which is incorrect;
 - You fail to make the necessary payments;
 - You or anyone in your property uses threatening or abusive behaviour towards our engineer or our staff;
 - We are unable to find spare parts to allow us to maintain the central heating system in your property; or
 - Any change of circumstance which prevents us from maintaining the central heating system in your property in safe working order.
- 9.3. If either party cancels the agreement after we have carried out an annual inspection and service or any repairs to the central heating system in your property, a charge will be made

to cover the costs which we have yet to reclaim at the point of cancellation. The maximum amount chargeable is £150 (including VAT).

- 9.4. If either party cancels the agreement after we have agreed to spread the payment for initial remedial work over the period of the agreement, a charge will be made to cover the remedial work costs which we have yet to reclaim at the point of cancellation.
- 9.5. If either party cancels the agreement and you have paid in advance for your annual cover, you will receive a refund for the unexpired complete months in the period remaining on your agreement, subject to deduction of any charges payable.
- 9.6. If either party cancels the agreement and you pay monthly by direct debit, we will not take a payment after the end of the month in which your 28 day notice expires, although you will still be liable for any outstanding charges.
- 9.7. You should contact us in writing either by post or by email as specified in Clause 10.6 of this agreement if you want to cancel your contract so that we do not attempt to collect any direct debit payments after the end of the month in which your 28 day notice expires.

10. Legal

- 10.1. We may assign or transfer all or any part of our rights and subcontract any of our obligations under this agreement without your consent provided that the transferee holds the relevant registration (GAS SAFE for natural gas, OFTEC for oil, GAS SAFE with LPG Element for LPG, NICEIC Registered Electricians for electrical and HETAS for solid fuel) (where necessary).
- 10.2. If you sell or otherwise no longer require cover for the property specified in the Service and Maintenance Agreement of which these terms and conditions form a part during the period of this agreement and wish to enter into a similar agreement with us at a replacement property we will cancel the agreement on the day of you advise us you no longer require the cover at the original property and will enter into a new agreement with you in respect of the heating system at the replacement property subject to the provisions of Clause 5 (inspection, acceptance, initial service). If you no longer require cover under this agreement at the original property you must tell us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk). If you change your own address for billing purposes you must tell us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk) and provide your new address.
- 10.3. We reserve the right to vary the terms and conditions of this agreement for the maintenance of the central heating system in your property.
- 10.4. Any delay on our part in enforcing any term, condition, right or remedy in respect of this agreement will not be deemed to be a waiver of any such term, condition, right or remedy.
- 10.5. Except for death or personal injury caused by our negligent acts or omissions we will only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this agreement, up to a maximum liability of £100,000 in any calendar year. Neither you nor we are liable to the other for any indirect, consequential, economic or financial loss or damage (including loss of profit, revenue, goodwill, business, contract or wasted expenses) or for loss or damage caused by circumstances which we do not control.
- 10.6. Notices required under this agreement will be in writing and delivered by hand, sent by post or email. We will send notices to your billing address. We will assume you have received the notice 2 working days after we have sent it unless we receive evidence to the contrary. You must send notice(s) by post to:

*Saltire Facilities Management Limited, 10 James Street, Righed Industrial Estate,
Bellshill, ML4 3LU*

or by email to maintenance@sfml.co.uk.

- 10.7. If you have a complaint please contact us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk) and we will make every effort to resolve your complaint. We have a documented complaints procedure which will be provided on request. Our procedure aims to ensure that your complaint is resolved as quickly as possible but provides for escalation to senior managers if you remain dissatisfied.
- 10.8. This agreement is governed by the laws of England and Wales, unless the property is located in Scotland, in which case the laws of Scotland will apply.
- 10.9. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
- 10.10. All correspondence relating to this agreement will be in English.
- 10.11. Any information you provide for the purposes of this agreement will be held and used by us as the data controller (for the purposes of the Data Protection Act 1989) to administer this agreement and the provision of services to you under this agreement. We may use the information for the purposes of training, testing, quality control, research and statistical analysis. We may also use the information to keep you informed by post, email or telephone of any of our products which we think may be of interest to you. If you do not want us to do this please contact us by telephone (0330 202 0444) or email us (maintenance@sfml.co.uk) and advise us of this. We will not share your information with any third party.