

Landlord's Peace of Mind Priority Service

Maintenance, Repair and Service Agreement for your tenanted property's heating system, including boiler, valves, thermostat, timer, radiators and pipes. Unlimited Priority Call-out 24/7/365 via manned UK emergency help line for £15.18 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. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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. Appointments

- 2.1. Annual service visits will be carried out during normal working hours on a date agreed with you (or with your tenant or 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 this 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.

- 2.2. 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.
- 2.3. Breakdown calls 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 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 a water leak which cannot be contained).
- 2.4. If we agree the breakdown is an emergency (complete loss of heating or hot water 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 within 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 will call when he is on his way to the property.
- 2.5. 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.
- 2.6. 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.
- 2.7. You/your tenant/agent must give reasonable access to our engineer to enable him to carry out the service or repair.
- 2.8. Calls to our call centre are recorded to improve the quality of our service.
- 2.9. 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.

3. Start Date and Payment

- 3.1. We will not enter into an initial agreement until we have inspected the boiler and heating system in your property. 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.
- 3.2. 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 that 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.
- 3.3. 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 in your property 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).

- 3.4. 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).
- 3.5. Payment must be made monthly by direct debit or as a single annual payment in advance of your agreement start date.
- 3.6. 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.
- 3.7. 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.

4. Renewal

- 4.1. We will provide you with notice in advance of the annual renewal date of your agreement together with information about the cost of renewal.
- 4.2. We will continue to provide you with cover, subject to receipt of payment, where applicable, unless you cancel your agreement.
- 4.3. 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 2 of this agreement.

5. Remedial Work at the Initial Inspection

- 5.1. At the time of the initial inspection before we accept the central heating system in your property for cover under this agreement, our engineer will identify any remedial work required to bring the system up to our standards to allow us to accept your application to enter into this agreement. Any remedial work to which you have agreed and which is performed by us will be chargeable and payable prior to this work being carried out.
- 5.2. If you decline to undertake the remedial work identified, we will cancel the agreement and any payments made by you prior to the cancellation will be refunded, subject to any charges payable under this agreement for work already performed by us.
- 5.3. While our inspection will be as thorough as possible, there may be faults which we cannot identify, for example, because part of the system 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.

6. Limitations

- 6.1. This agreement covers one boiler at one domestic property. Properties with more than one boiler will require additional cover.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. This agreement does not cover the cost of:
 - 6.6.1. changes required to the system in your property to ensure it complies with current legislation and industry standards;
 - 6.6.2. improvements, including work that is needed to bring the system in your property up to current efficiency standards, for example system upgrades such as adding thermostatic radiator valves, replacing parts such as flues which do not meet current standards, replacing working radiators with improved models;
 - 6.6.3. repairs required due to system or manufacturer design faults or interference by a third party;
 - 6.6.4. repairs that are required as a consequence of your own, or a third party's negligence, misuse or wilful damage;
 - 6.6.5. flushes 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;
 - 6.6.6. faults in the central heating system 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;
 - 6.6.7. replacing non-approved pipe-work (it does cover the cost of repairing copper and approved plastic pipe work);
 - 6.6.8. repairing or replacing flues that are not part of the flue kit for the boiler, i.e. vertical or horizontal extensions;
 - 6.6.9. 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;
 - 6.6.10. redecoration and replacement or repair of any fixtures and fittings, unless the damage is the result of our negligence;
 - 6.6.11. work necessary to access underfloor heating pipework.
- 6.7. We reserve the right to charge for work required to:
 - 6.7.1. gain access to the system if it is built into the fabric of the property (this would include pipes buried in walls or floors);
 - 6.7.2. 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.

- 6.8. 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.
- 6.9. 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.
- 6.10. This agreement does not cover repairs resulting from freezing weather conditions, subsidence, structural repairs, accident, fire, lightning, explosion, flood or storm.
- 6.11. 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.
- 6.12. This agreement does not cover smoke alarms or carbon monoxide detectors.
- 6.13. This agreement does not permit for cash alternatives for service or repair.

7. Cancellation

- 7.1. Either party may cancel this agreement with at least 28 days written notice to the other.
- 7.2. 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.
- 7.3. 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).
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. You should contact us in writing either by post or by email as specified in Clause 8.6 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.

8. Legal

- 8.1. 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).

- 8.2. 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 3 (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 you 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.
- 8.3. We reserve the right to vary the terms and conditions of this agreement for the servicing and maintenance of the central heating system in you property
- 8.4. 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.
- 8.5. 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.
- 8.6. 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, Righead Industrial Estate, Bellshill, ML4 3LU

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

- 8.7. 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.
- 8.8. 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.
- 8.9. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.
- 8.10. All correspondence relating to this agreement will be in English.
- 8.11. 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.