AGREEMENT

THIS AGREEMENT is made the day of 2021

BETWEEN:

- (1) Just Home Cover Limited a company registered in England and Wales under number 12409733 whose registered office is at Riverside Business Centre Unit B136-B138 Haldane Place London SW18 4UQ ("the Company") and
- (2) <<Name of Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

- (1) The Company provides Home Cover to consumer clients under which the Company will provide repair and maintenance services in respect of the Customer's boiler and heating systems, plumbing and drainage and has reasonable skill, knowledge and expertise in that field.
- (2) The Customer wishes to engage the Company to provide the Home Cover
- (3) The Company agrees to provide the Home Cover to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the attached Terms and Conditions.
- 1.2 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between You and Us will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
 - 1.4.1 The main characteristics of the Home Cover;
 - 1.4.2 Our identity and contact details;
 - 1.4.3 The total price payable for the Home Cover including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 1.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Home Cover;
 - 1.4.5 Our complaints handling policy;
 - 1.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

- 1.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
 - 1.5.1 all of the information described in Clause 1.4; and
 - 1.5.2 any other information which We give to You about the Home Cover or about Us which You take into account when entering into this Agreement or when making any other decision about the Home Cover.

will be part of the terms of Our contract with You as a Consumer.

2. The Home Cover

- 2.1 We will begin to provide the Home Cover from the date of this agreement for a minimum period of 12 months, and this will automatically renew each year for another period of 12 months. We will keep renewing your Home Cover automatically, until you ask us to stop.
- 2.2 The level of the Home Cover is [insert name of chosen product] as fully detailed in the attached Home Product Specification.
- 2.3 You and We may agree in writing to vary the level of the Home Cover from time to time.

3. Fees and Payment

- 3.1 You will pay the Fee for the Home Cover (subject to changes as set out in the Terms and Conditions) monthly for the duration you have the Home Cover in place for and subject to the minimum period.
- 3.2 Payments will be taken monthly, recurring after the first payment date.
- 3.3 You may also be liable for additional fees as set out under the Fee Schedule.

4. Waiver of Cooling Off Period

- 4.1 By signing this Agreement, You acknowledge that there will be a statutory 14 calendar day cooling off period, prior to the commencement of the provision of Home Cover, as referred to in Clause 15 of the Terms and Conditions.
- 4.2 Upon the expiry of the 14-day cooling off period, the Home Cover will commence in accordance with this Agreement and the Terms of Business.
- 4.3 If you wish to waive the 14-day cooling off period and for the Home Cover to commence immediately, subject to Clause 7.5 of the Terms and Conditions, You should confirm the same in writing to Us when returning this signed Agreement.
- 4.4 You acknowledge that if You exercise the right to cancel during the cooling off period You will be liable to pay Us for the Home Cover provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 15 of the Terms and Conditions.

SIGNED for and on behalf of the Company by	(Director)
Authorised Signature	_
Date:	

SIGNED by the Customer:
Signature
Date:

Schedule 1

Home Cover Product Specification

"The Essentials"

What is included in "The Essentials" for a fee of £31.50 (inclusive of VAT) per calendar month:

- Boiler Service;
- Boiler and flue;
- Controls and Heating System;
- Radiators and valves;
- Repairs to hot water cylinders and thermal stores including immersions;
- Plumbing and drainage;
 - Repair leaking taps;
 - Replace shower cartridges and flow regulators;
 - Toilet flush and inlet valves;
 - Leaks on plumbing;
 - Blocked toilets and sinks/basins;
 - Drains within the property.

"Monthly Boiler Service Plan"

What is included in the "Monthly Boiler Service Plan" for a fee of £8.50 (inclusive of VAT) per calendar month:

• Boiler Service

"Landlord Gas Safety Add-on"

What is included in "Landlord Gas Safety Add-on" for an additional fee of £3.50 (inclusive of VAT) per calendar month on top of either "The Essentials" or "Monthly Boiler Service Plan":

• Landlord Gas Safety Inspection

SCHEDULE 2

Exclusions Schedule

- 1. **Pre-existing faults** Your Homer Cover will not include cover for any faults or design faults that:
 - a) were already there when your boiler, appliance or system was installed;
 - b) existed when you first entered into the Contract with us for Home Cover;
 - c) are caused by any inherent defect in, or inadequacy in the design of, the system or appliance;
 - d) is something we have told you about before and you haven't fixed.
- 2. **Beyond Economic Repair** Your Home Cover will not cover any appliances we deem to be beyond economic repair. If we deem your boiler to be beyond economic repair and:
 - e) your boiler is under 7 years old, we will be able to fit a replacement and cover the entire cost; or
 - f) your boiler is over 7 years old, we will not cover the whole cost of a new boiler but we can offer you a 10% discount towards a new one. You can choose to get a new boiler installed by someone else, but we will not offer any contribution or discount towards this
- 3. **Replacement parts** We'll try to get parts from the original manufacturer or our approved suppliers. We'll try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. You can give the engineer a replacement part that you've bought yourself, subject to our approval, but we'll only accept responsibility for our workmanship (and not the replacement part) and we will refund you the cost of the replacement part provided you supply us with the VAT invoice. If we can't get hold of the parts, we may need to cancel your agreement (or part of it). If we've agreed to cover a boiler or appliance but warned you that it might be difficult to find replacement parts, we'll do what we can, within reason, to repair it.

4. Third Party Damage

- a) We will not cover any damage you've caused, whether accidental or not.
- b) We will not agree to repair any faults or design faults that are caused by anyone other than Us carrying out any work on your boiler, appliance or system and damages it, or if that work has not been completed properly, or any one has interfered with the system or appliance(s).
- c) The Home Cover does not apply where the work has been completed by a third party, where this work, in our opinion:
 - i. has not been completed to a satisfactory standard;
 - ii. we couldn't reasonably have been expected to know about before (for example, faulty pipes which do not have the correct protection, or which are buried under concrete floors; or which prevent access because a part of your system has been permanently built over)
 - iii. Our Engineer will use their expert judgement to decide how the damage happened and whether anyone other than us carried out any work on your boiler, appliance or system and damaged it

5. Intentional Damage or Negligence

- a) We will not repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage occurred.
- b) We will not repair any damage that's caused by changes in, or problems with, the supply of your gas, water or electricity.
- 6. **Damage that's covered by home insurance** Your Home Cover does not include repairing or replacing any damage caused by extreme weather, flooding, escape of water, structural issues, fire or explosions or any other kind of damage that's normally covered by household insurance.
- 7. **Making Improvements** This policy is designed for repairs to your systems and therefore your Home Cover does not include any improvements or upgrades such as
 - a) replacing working radiators
 - b) swapping standard radiator valves for thermostatic ones
 - c) adding extra radiators
 - d) changing the type of heating system (e.g., gas to electric, or vice versa)
 - e) upgrading the heating system if the current system becomes redundant.

Where informed that an improvement is necessary, the engineer may not continue to make repairs on that part of your boiler, appliance or system until the work has been carried out.

- 8. **External water supply stopcock (also known as stop tap or stop valve).** If the engineer is unable to turn off the external water supply stopcock to your home to complete your repair, it will be your responsibility to arrange for this to be turned off and this is not covered by the Home Cover.
- 9. **Any other loss or damage** (including consequential damage). We will not be responsible, under your Home Cover, for:
 - a) loss of, or damage caused to your property as a result of, your boiler, appliance or system breaking, leaking or failing unless you can show that we caused the damage;
 - b) any increased cost of utilities, loss of water services, loss of earnings, or any retrospective cost for items not relating to the repair of the heating components.
 - c) We're not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments.
- 10. Access and reinstatement. We will not be responsible for the following under the Home Cover:
 - a) Removal of cupboards to create access for works;
 - b) Reinstatement of cupboards following removal for works;
 - c) Creating access to pipework, wiring or flues encased in the fabric of the building including underfloor heating & its components for the purposes of repair, replacement or maintenance. For more information, please refer to Trace and Access section under your home insurance policy;
 - d) Reinstatement following the repair, replacement or maintenance of any pipework, wiring or flues encased in the fabric of the building including underfloor heating & its components;
 - e) Whilst we will fill in any excavation and leave the surface level where we have made access to an external drain or external water supply pipe, we are not responsible for

reinstating floor coverings, fixtures or fittings to their original standards.

- 11. **Types of Boilers** Your Home Cover will not extend to the following:
 - a) Warm air units
 - b) Fan convector heaters
 - c) LPG Boilers
 - d) Electric Boilers
 - e) Back Boilers
 - f) Air source heat pumps
 - g) Ground source heat pumps
 - h) HIUs
 - i) Replacement of unvented hot water cylinders and/or thermal stores
- 12. Your Boiler- your home Cover will not extend to:
 - a) Topping up the pressure on your boiler or adjustments to time and temperature controls, including resetting them or replacing batteries
 - b) Repairing or replacing the flue including the flue terminal if it's over three metres in length
- 13. **Wi-fi or hub issues.** We're not responsible for your internet connection nor the data transmission to, or from any boiler, appliance, device or control system and we're not responsible for repairing or replacing any network hub, smart speaker or voice-controlled equipment or any smart functionality, for example, connectivity to or from your thermostat or radiator valves and mobile devices.
- 14. **Sludge.** We won't be able to repair damage caused by limescale, sludge or other debris if our heating engineer have advised you that you need to carry out repairs or a Powerflush." Your cover does not extend to us carrying out a "Powerflush".
- 15. **Curved or designer radiators**. We will not be responsible for replacing or repairing any curved or designer radiators under your Home Cover. In this clause designer radiator means a radiator of particular artistic design, of intricate shape, or made from materials such as glass, marble, stone, wood, cast iron or similar non-standard material.
- 16. **Electric Heating.** Your home Cover does not extend to repairing or replacing storage and panel heaters, underfloor heating or solar panels and solar inverter.
- 17. **Gas Fires.** The home cover does not extend to gas fires.
- 18. **Plumbing**. The home cover does not extend to:
 - a) Tap replacement (although tap repairs are included)
 - b) Showers and Shower Pumps (although repairs to shower cartridges are included)
 - c) Sanitary ware which is ceramic such as sinks, lavatories or toilet bowls
 - d) Seals and grouting, which generally fill gaps between tiles
 - e) Spa baths, water softeners, water filters, water meters, waste disposal units
 - f) Sanitary macerators

- g) Electrical appliances including washing machines, dishwashers
- h) Pipes that require defrosting in extreme cold
- 19. **Drainage and Collapsed Drains.** Your Home Cover does not extend to Repairing or replacing drains that have collapsed or where any excavation or removal of tree roots are required.
- 20. **Gardens and Outside your Home.** The following are not covered by your Home Cover:
 - a) Fountains, ponds or water features, garden irrigation systems
 - b) Manholes and their covers, soakaways, septic tanks, cesspits, drainage pumps, treatment plants and macerators and their outflow pipes
 - c) Rainwater pipes, guttering and frozen pipes that need defrosting where there is no other damage
- 21. **Swimming Pools and outdoor heating.** Your Home cover does not extend to repairs to the swimming pools or outdoor heating.
- 22. **Asbestos**. Your Home cover does not extend to any removal of asbestos or working around any areas of your Property which might contain asbestos. You are responsible for arranging the removal of the same and we would strongly advise you engage professional asbestos removers.

Schedule 3

Fee Schedule

Cancellation Charge

- (a) Within 14 days of our receipt of your notice to cancel this Agreement, you will be liable to pay Us 50% of the value of the remaining term of the Home Cover, up until the end of the current 12-month period of the Agreement.
- (b) (a) does not apply if you elect to cancel at the end of the 12-month period of the Agreement.
- (c) (a) does not apply if you elect to cancel during a 12-month period of the Agreement if the reason for cancellation is that you are moving house and have signed another Agreement with US for Home Cover for that property.

The charge at (a) is due and payable within 14 days of our receipt of your notice to cancel whether or not We have produced an invoice for the same.

MODEL CANCELLATION FORM

To: Just Home Cover Limited at Riverside Business Centre Unit B136-B138 Haldane Place London SW18 4UQ and info@justhomecover.com

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for Home Cover dated << >>.

Name of consumer(s): << >>
Address of consumer(s): << >>
Signature of consumer(s): << >>
Date: