

Terms of Business

BACKGROUND:

What These Terms Cover

These Terms of Business are the standard terms which apply to the provision of our Product (Home Cover) and Services to you. These Terms of Business explain what the product you have selected does and doesn't cover and what to do if you need to use the Home Cover, cancel your agreement and how to make a complaint. If you have any questions, please contact us.

Why you should read them.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

IMPORTANT INFORMATION:

We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself in the Agreement for You to see, or We will make it available to You before the Agreement is signed. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

As required by the Regulations:

all of the information described in this section and any other information which We give to You about the Home Cover, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Home Cover will be a part of the terms of Our contract with You as a Consumer.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Fee Schedule"	means the Fee Schedule attached to the Agreement;
"Agreed Times"	means the times which You and We agree for Us to have access to the Property to complete a Visit;
"Agreement"	means the agreement entered into by You and the Company incorporating and subject to these Terms of Service (or a variation thereof which has been agreed by both Parties);
"Business"	means any business, trade, craft or profession carried on by You or any other person or organisation;

“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Company who receives Home Cover for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contract”	means the contract between the Us and You for Home Cover in accordance with these Conditions and which incorporate these Terms and Conditions and made up of the Agreement and these Terms and Conditions;
“Engineer”	means the individual sent by Us to Visit your home;
“Exclusions Schedule”	means the schedule of items not covered by the Home Cover attached to the Agreement;
“Fee”	means the monthly cost of the Home Cover, as set out in the attached Home Product Specification;
“Model Cancellation Form”	means the model cancellation form attached;
“Order”	means Your initial request for Us to provide the Home Cover as set out in Clause 4;
“Just Home Cover”	means Us or any representative who will be responsible for providing the Home Cover;
“Home Cover”	means the Home Cover We will provide as specified in the Agreement;
“Products”	means the products required for the provision of the Home Cover which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, as detailed in the Order and the Agreement, at which the Visit is to take place;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
“Start Date”	means the date You and We agree on for Us to start providing the Home Cover as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Engineer visits the Property to provide the services covered by the Home Cover;
“We/Us/Our”	means the Company and includes all employees, agents and sub-contractors of the Company; and
“You/Your”	means mean the person(s) named in the Agreement

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are Just Home Cover, a private limited company incorporated in England and Wales with company number 12409733. Our registered office address is Highland House, 165 The Broadway, London, SW19 1NE
- 2.2 We trade under the name JustHomeCover.com

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0207 3232 999 or by email at info@justhomecover.com.
- 3.2 In certain circumstances You **must** contact Us in writing. When contacting Us in writing You may use the following methods:
 - a) by email at the address above or
 - b) by post at our registered office address.

4. Privacy

- 4.1 We will only use Your personal data as set out in Our Privacy Policy available at our website.

5. Our Contract with You

- 5.1 We accept orders for Home Cover via www.justhomecover.com or info@justhomecover.com.
- 5.2 The Order constitutes an application by You to purchase the Home Cover.
- 5.3 The Order shall only be deemed to be accepted after all of the following events have occurred:
 - a) the Company has issued written acceptance of the Order to You; and
 - b) the Company supplied You with an Agreement and these Terms of Service; and

c) You have accepted the same, either formally (by signing and returning the Agreement) **or** by conduct (i.e. payment of the Fee).

5.4 At the point of the above events set out on clause 5.3 occurring, the Contract shall come into existence (**Commencement Date**).

5.5 Any quotation given by the Company to You either via the Website or in correspondence shall not constitute an offer and is only valid for a period of 10 Business Days from its date of issue.

5.6 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

5.7 We currently only offer the Home Cover in London.

6. Price and Payment

6.1 The price of the Home Cover is as set out in the Agreement (the Fee) which is inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.

6.2 The Agreement between You and Us will not be in place until we have received the payment of the first month's Fee.

6.3 You can pay the Fee monthly by direct debit.

6.4 There may be additional fees you need to pay which are set out in the Fee Schedule.

7. Home Cover

7.1 We will provide the Home Cover in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).

7.2 We will only provide the Home Cover to you and not to any tenants and you cannot resell or assign the Agreement.

7.3 The Home Cover is available only for domestic use.

7.4 The Home Cover will be provided for the minimum period set out in the Agreement, unless clause 15 applies and we will continue to provide the Home Cover until the subscription ends.

7.5 We will not undertake any Visits in the first 30 days of the date of the Agreement, whether or not you elected to waive the 14-day cooling off period.

7.6 If you require a visit within the first 30 days from the date of the Agreement, then you can contact Just Services on 0207 3232 999, however any works done are independent from your Home Cover, so are not covered by the policy and will therefore be charged separately.

8. Renewals

8.1 Your Home Cover will last for the duration set out in the Agreement and renew for each period automatically unless terminated earlier by you.

8.2 We will contact you at least 30 days before your Agreement is due for renewal.

9. Your Responsibilities

9.1 Keep us Updated

- a) You must tell us as soon as you move home. We will cancel the Agreement and start a new Agreement with you at your new address, but please note that this is subject to a survey of the new property and not guaranteed.
- b) You must keep us informed of any changes to our contact details including telephone number, address or email.

9.2 Access to property

- a) You must ensure that our Engineer can access the Property at the agreed time of the visit and that there is someone at least 18 years old present at all times during the visit. If You do not provide the required access to the Property or make it impossible for Us to provide the Visit by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- b) If you are not at the property when our Engineer visits, you must make sure that there is somebody else present who can give instructions to our Engineer on your behalf.
- c) We won't start or continue doing any work in your home if we reasonably believe there's a health and safety risk and will not return to finish the work until that risk is gone.
- d) We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin a Visit. Unless we specifically agree otherwise, this is Your responsibility.
- e) You must ensure that the representative sent by us to perform the Visit has access to electrical outlets.
- f) In accordance with Clause 10 of the Exclusions Schedule, our engineers are not responsible for access or reinstatement.
- g) Before starting any work, our Engineers will inform you if they need to remove cupboards from, or make holes in, original surfaces in order to carry out work.

9.3 Warranties

- a) If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.
- b) It's your responsibility to follow manufacturer security guidelines and advice as well as other manufacturer security instructions.
- c) Whilst we can use the warranty when performing any service under the Home Cover it is your responsibility to ensure you follow the guidelines of the warranty.

9.4 Consents

You are responsible for obtaining any required consents, licences or other permissions that are needed from any third parties such as landlords, planning authorities, local authorities or similar.

10. Visits and services

- 10.1 Under the Home Cover we will visit you on the occasions set out in the Agreement and only after the first 30 days from commencement of your Home Cover.
- 10.2 We will endeavour to make visits within 3 working days of your request and emergency visits within 24 hours of your request
- 10.3 We will ensure that the Visits are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 10.4 We will ensure that We comply with all relevant codes of practice.
- 10.5 We will properly dispose of all waste that results from Our provision of a Visit (other than asbestos, which is your responsibility to remove and which we would recommend an asbestos specialist attends to).
- 10.6 Where a Visit is to last for more than one working day, We will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out or remove them from the Property at the end of each working day.
- 10.7 During any Visit, We will not be responsible for repairing, replacing or restoring any original surface or coverings, for example, tiles, floor coverings, decoration, grass or plants which we might be required to remove.
- 10.8 We undertake annual visit for the purposes of boiler services and landlord gas safety inspections. These annual visits will, wherever reasonably practicable, will take place between the months of May and August. If an annual service has already taken place in a month outside of this period within any given year, We may arrange for another service to take place within the months of May and August and the 12-month period will begin from that date. As a result, two services may take place in a given year.

11. What isn't covered

Please see our Exclusions Schedule which sets out everything that isn't covered by your Home Cover.

12. Faulty Products

- 12.1 If any products are supplied in the course of Us providing the Home Cover or during a Visit pursuant to the Home Cover and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.
- 12.2 Within the first 30 calendar days, You are entitled, at Your option, to a full refund or to keep the Home Cover at a reduced price (where you have paid us for the Product) or to a repair or replacement (where we have supplied the Product at no additional cost to you).
- 12.3 After the first 30 calendar days, and for the first six months, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, and you have paid for the Product You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by our Engineer or as included with the Product.

- 12.4 After the first six months, if any Product which you have paid for and which has been supplied by us at an additional cost to you develops a fault, You must prove that the Product in question was faulty at the time that We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

13. Problems with Our Service

- 13.1 **Summary of your Key Rights.** We are under a legal duty to supply products that are in conformity with this contract. Here is a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

- 13.2 **If there is a problem with the Home Cover**, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.

- 13.3 **We always use reasonable efforts** to ensure that Our provision of the Home Cover is trouble-free. If, however, there is a problem with the Home Cover We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Home Cover as quickly as is reasonably possible and practical.

- 13.4 **We will not charge You** for remedying problems under this Clause 9 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.

- 13.5 **If We do not perform the services during a Visit with reasonable skill and care**, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.

- 13.6 **If the services providing during a Visit under the Home Cover are not performed in line with information that We have provided about them**, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Home Cover), You have the right to a reduction in price.

- 13.7 **If for any reason We are required to repeat the repair or maintenance performed during a previous Visit** in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Visit and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

- 13.8 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let

you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

14. Complaints and Feedback

- 14.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 14.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- a) In writing, addressed to Just Home Cover Ltd at Highland House, 165 The Broadway, London, SW19 1NE
 - b) By email, addressed to Just Home Cover Ltd at info@justhomecover.com
 - c) By telephone on 0207 3232 999

15. Cancellation of Contract During the Cooling Off Period

- 15.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after the date on which the contract is formed.
- 15.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 15.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 15.4 If You exercise this right to cancel You will receive a full refund of any amount paid to Us in respect of the contract.
- 15.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 15.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 15.7 Clause 16 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

16. Cancellation Outside of the Cooling Off Period

- 16.1 In accordance with clause 8, your Home Cover will renew at the end of each 12-month period unless you terminate the Agreement.
- 16.2 If you cancel after 14 days We’ll cancel your Contract from the date you notify us.
- 16.3 You may be liable to pay cancellation charges. Please refer to the Fee Schedule attached to

the Agreement.

- 16.4 If you have set up a Direct Debit to pay the fee, cancelling your Direct Debit through your bank doesn't mean that you've cancelled your agreement with us. If you stop your Direct Debit without telling us, we'll try writing to you to collect the money you owe. If we don't hear from you and you don't pay, we'll cancel your agreement no less than 30 days after the date we first found out your payment had failed. You may also have to pay cancellation charges – see the Fee Schedule.
- 16.5 **Cancellation charges** If you or we cancel your Contract before the end of the current 12-month period, you will be liable for cancellation charges as set out in the Fee Schedule.

17. Termination

- 17.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- a) We have breached the Agreement in any material way and have failed to remedy that breach within 2 months of You asking Us in writing to do so;
 - b) We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - c) You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 16;
 - d) We are unable to provide the Home Cover due to an event outside of Our control (see Clause 19).
- 17.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- a) You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
 - b) You have breached the Agreement in any material way and have failed to remedy that breach within one month of Us asking You in writing to do so; or
- 17.3 For the purposes of this Clause 17 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 17.4 If at the termination date:
- a) You have made any payment to Us for any Home Cover We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 17.2.1, 17.2.2, or 17.2.4.
 - b) We have provided Home Cover and carried out works during a Visit that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

18. Effects of Termination

- 18.1 If the Agreement is terminated for any reason:
- a) Any Clauses which, either expressly or by their nature, relate to the period after the

expiry or termination of the Agreement will remain in full force and effect.

- b) Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

19. Events Outside of Our Control (Force Majeure)

19.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

19.2 If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- a) We will inform You as soon as is reasonably possible;
- b) Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- c) We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Home Cover as necessary;
- d) You or We may terminate the Agreement (see Clause 17).

20. Liability

20.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

20.2 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services, except where this is covered by this Agreement.

20.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

20.4 We will maintain suitable and valid insurance including public liability insurance.

20.5 **We are not liable for any loss or damage You suffer which results from Your failure** to follow any reasonable instructions given by Us or the Engineer.

20.6 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services [as summarised

at clause 13.1].

21. Other important terms

- 21.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 21.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 21.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 21.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 21.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 21.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.