

## LCA Maintenance Services Ltd – Service Contract

Please read this Contract and our terms and conditions carefully and contact us if you are unsure of anything. They form the basis of the contract between you and us and detail exactly what's included with your cover.

<b>Customer Name:</b>	
<b>Billing Address:</b>	
<b>Property Address (if different):</b>	
<b>Email address:</b>	
<b>Telephone number:</b>	
<b>Contract Start Date:</b>	
<b>Price per year:</b>	£396 (All prices include VAT)
<b>Payment (please tick):</b>	<input type="checkbox"/> In full annually in advance <input type="checkbox"/> Monthly instalments of £33 per month
<b>Term of contract:</b>	12 month minimum term (subject to clause 7 of our terms and conditions)

### Inclusions/Exclusions

Included	Not included
Unlimited call-outs per year charged at £48.00	
<b>Plumbing</b>	
<ul style="list-style-type: none"> <li>- Hot and Cold-water pipes inside property from the stopcock (internal stopcock included)</li> <li>- Cylinder Repair (If cylinder needs replacing this is subject to £150+VAT excess) *please see exclusions</li> <li>- Waste pipes and traps</li> <li>- Cold Water Storage tanks repair and replacement (if not asbestos or steel)</li> <li>- Immersion Heaters</li> <li>- Toilet Syphons</li> <li>- Toilet Ball Valves</li> <li>- Tank Ball Valves</li> <li>- Isolation Valves</li> <li>- Solder Fitting Leaks</li> <li>- Tap Connectors</li> <li>- Plastic Pipe Leaks</li> <li>- Compression Pipe Leaks</li> <li>- Radiator Valves</li> <li>- Flexi Hose Pipes</li> <li>- Toilet fill Valves</li> <li>- Toilet Donuts</li> </ul> Soil pipes *(that are made from plastic and above ground)	<ul style="list-style-type: none"> <li>- Pipework covered in screed or below ground level</li> <li>- Showers</li> <li>- Macerators/waste disposal units</li> <li>- Plumbing in Outbuildings</li> <li>- Water Softeners/conditioners or filters</li> <li>- Sanitary Ware</li> <li>- Home Appliances</li> <li>- Grout and Silicone seals</li> <li>- Water Metres</li> <li>- Brassware</li> <li>- Pipes running to and from Fountains/Water features/Ponds</li> <li>- Rainwater pipe and guttering</li> <li>- External Drainage</li> <li>- Any parts that are designed to boost your mains water pressure</li> <li>- Blocked waste pipes</li> <li>- Bathroom furniture, mirrors or units</li> <li>- Pipes constructed from anything other than copper or plastic</li> <li>- Making good after and intrusive works (for example if we must cut into a wall or a ceiling to fix a leak)</li> <li>- Soil and vent pipes below ground or made from materials other than plastic</li> <li>- Pipes that pass through a roof flashing of any type</li> </ul>
<b>Wet Central Heating System</b>	
<ul style="list-style-type: none"> <li>- Annual natural gas Boiler Service – No excess</li> <li>- Cylinder Service – No excess</li> <li>- Unvented cylinder component repair or replacement (provided the cylinder has been serviced yearly)</li> <li>- Landlord Gas Safety Certificate (subject to an</li> </ul>	<ul style="list-style-type: none"> <li>- Corrosion and Scale</li> <li>- Damage caused by Limescale, Sludge or other debris</li> <li>- Any part of your CH system which directly supplies a swimming pool</li> <li>- Accidental Damage</li> </ul>

<p>extra cost outlined in terms and conditions below)</p> <ul style="list-style-type: none"> <li>- Zone Valves</li> <li>- Expansion Vessels (if not down to lack of service)</li> <li>- Bypass</li> <li>- Radiator Valves (standard type)</li> <li>- Central Heating Pumps</li> <li>- Heating Controls (excluding Smart Controls)</li> <li>- Replacement gas Boiler if it is less than 7 years old and had the annual service every year</li> <li>- Standard Radiator Replacements (see definitions below)</li> <li>- Gas Supply Pipe (provided it is the correct size for appliance)</li> <li>- Gas Leaks (our engineers will make safe)</li> <li>- Gas Leak Repair (provided they are not concealed and/or made from anything other than copper tube)</li> <li>- Gas Leak Detection</li> <li>- Frozen condensate pipework</li> </ul>	<ul style="list-style-type: none"> <li>- Flues</li> <li>- Any parts that are designed specifically for Underfloor heating</li> <li>- Pipework covered in screed</li> <li>- Non-standard Radiators</li> <li>- Gas pipes not made from soft copper tube</li> <li>- District heating systems or any system where one boiler feeds other properties</li> <li>- Non-domestic boilers or above 50KW gross heat input</li> <li>- Heat pumps of any type</li> <li>- Solar panels and their parts</li> <li>- Solid fuel appliances</li> <li>- Biomass appliances</li> <li>- Air conditioning units or their systems</li> <li>- Systems heated by anything other than natural gas or electricity</li> <li>- Smart controls</li> </ul> <p>User deemed tasks*</p>
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This Contract is subject to our terms and conditions, overleaf, which list further inclusions and exclusions. Extra copies are available on request. By signing this Contract, you are stating that you have read, and agreed to, our terms and conditions.

**Signed:** \_\_\_\_\_  
 For and on behalf of LCA Maintenance Services Limited

**Signed:** \_\_\_\_\_  
 For and on behalf of the Customer

**Print name:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

These are the standard Terms and Conditions which apply to all Service Contracts entered into with us, LCA Maintenance Services Limited, a company registered in England and Wales under company number 10132111 whose registered office address is Unit 4, Singer Court, Bedford, MK42 7AW (referred to as “the Company/we/us/our”).

**1. Definitions and Interpretation**

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

- “Consumer” is as defined in the Consumer Rights Act 2015;
- “Customer/you/your” means you, the Consumer or business entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to do so and to contractually bind that business and the business will be our Customer in the context of the Contract;
- “Equipment” means the boiler and/or central heating system and/or plumbing system to be serviced by us as listed in the Contract in addition to new or replacement equipment or parts supplied by us in our provision of the Services;
- “First service” means our visit to you after you first enter into a Contract with us to check and confirm whether we can cover you;
- “Property” means the building, including any attached garage or conservatory and the land up to your boundary, where the Services are to be carried out;
- “Repair” means to fix your Equipment following a fault or breakdown;
- “Replace” means us replacing your Equipment or parts with a standard alternative. We will provide replacements with similar functionality but not necessarily an identical make, model or type of fitting;
- “Order” means your order for the Service Plan;
- “Order Confirmation” means our acceptance and confirmation of your Order as described in clause 2;
- “Services” means the services to be provided by us to you as detailed in clause 4 below;
- “Service Fee” means a fixed sum to be paid by you to us for the Service Plan, in accordance with the Contract; and
- “Website” means [www.lcamaintenance.co.uk](http://www.lcamaintenance.co.uk).

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- 1.2.1 “writing” and “written” includes emails and text messages;
- 1.2.2 “Contract” and “Service Contract” refers to the contract entered into between you and us which incorporates and is subject to these Terms and Conditions;
- 1.2.3 “Terms and Conditions” refers to these Terms & Conditions as may be amended or supplemented at the relevant time;
- 1.2.4 any reference to “working days” means Monday to Friday, 8:00am – 5:00pm, excluding public holidays;
- 1.2.5 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and
- 1.2.6 a clause refers to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa.

**2. Term**

2.1 The Contract will begin on the start date specified in the Service Plan or upon initial sign up via our Website and will continue for a minimum term of 12 months from that date. After the minimum term, the Contract will be automatically renewed and will continue on a rolling monthly basis unless it is terminated in accordance with clauses 8 or 9 below.

2.2 After the expiry of the minimum term, we reserve the right to adjust our Service Fee and will notify you of the change in price.

2.3 If any Property or Equipment changes during the minimum term, or any renewed term, please notify us as soon as possible. The required changes will be added to the Contract at our discretion and if we accept this, we will issue the amended Contract to you with notification of any revised Service Fee and payment terms. The Contract will not be deemed automatically to cover any additional Equipment that you may purchase (from us or a third party) during the term of the Contract.

2.4 If you move to a new Property, you need to tell us as soon as possible. We may start a new Contract, transfer your current Contract to your new address or cancel it, at our discretion.

**3. Fees and Payment**

3.1 The price of the Service Plan and subsequently the monthly cost for each month will be that shown on our Website or in writing at the time of your Order.

3.2 For our Service Plan, we take payments by continuous payment authority on the same date each month as the date you made the Order (or the next

working day if this day falls on a weekend or bank holiday.

3.3 We have made every reasonable effort to ensure that the prices on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

3.4 If there is an obvious pricing error on our Website, we will be under no obligation to provide the Service Plan to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Order.

3.5 All prices include VAT, where applicable. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have already received payment in full from you.

3.6 You will be required to pay for the first month at the time of placing your Order.

3.7 By entering into a Service Plan, you are agreeing to a 12 month contract term. You acknowledge that your Service Plan has an initial and recurring payment feature and that you accept responsibility for all recurring charges prior to cancellation.

3.8 We will submit monthly charges without further authorisation from you until you cancel your Service Plan and rolling monthly after the initial 12-month term.

3.9 For the avoidance of doubt, by taking out our 12-month Service Plan, you agree to commit to it for the full 12-month period. If you choose to cancel your Service Plan before the end of the 12-month period, you will still be required to make full payment in respect of the full 12 month period. In the event that you fail to pay in full for the remainder of the 12-month term, we reserve our rights to recover such sums from you by all legal means necessary (including instructing a third-party debt collection agency to recover the same).

3.10 Call out charges are £40 + VAT which is payable at the time of booking. No call outs are deemed booked until that payment is made.

3.11 We will quote for any additional Services including Repair you ask us to carry out that are not included in your Contract or are advised by us that the Equipment needs a Repair or Replacement at a discounted rate and these will need to be accepted by you in writing before we will go ahead with the works. These extra Services may be subject to different terms and conditions, but we will advise in our quotation if that is the case. If you decide to not accept our quotation we reserve the right to end the Contract or charge a call-out fee to check the viability of the works.

3.12 If your payment is late, including if a monthly recurring payment does not reach us on time, we may charge you interest for each day the payment is late, until we receive it. Interest will be calculated at 4% per annum above the Bank of England base rate. If your payment is late, we will stop providing our Services to you until we have received it.

3.13 All payments made via the Website will go through Stripe. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider’s terms and conditions. A separate contractual relationship will be created between you and this third party, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them. Any card details we take directly from you will not be stored anyway and disposed of as soon as the details have been entered into the system.

3.14 We reserve the right to increase our Service Plan fees at any time outside of any minimum term you are in, should any of our costs increase for any reason including but not limited to national minimum wage, changes to National Insurance contributions, supplier costs and in line with RPI increases.

**4. Services**

4.1 The Services covered under the Service Plan are detailed on our Website or in writing, which lists all the Services we include and exclude.

4.2 We will provide our Services in a timely manner and in accordance with prevailing best practices in the industry.

4.3 Upon onboarding we will check that your boiler is on our approved list, estimate its age and check that your Equipment does not have any pre-existing faults. If we find it is not on the approved list or it has a pre-existing fault, we will either tell you what needs to be done to fix it and how much this will cost, offer you a different Contract or cancel your Contract.

4.4 We do not include cover for any pre-existing faults or design faults from when your Equipment was installed or added to the Service Plan that we have previously told you about and you have not fixed, or that we could not reasonably have been expected to know about.

4.5 If you discover a fault whilst on the Service Plan you must call the Service Plan number and describe the fault. Providing we can verify your payments are up to date and the fault is covered we will take payment for the call out

- fee and schedule the engineers visit.
- 4.6 The call out will be booked based on whether the job is deemed by us to be emergency, urgent or non-urgent. Our criteria for this is available on request. We cannot guarantee we will be able to Repair the fault within this time but we will keep you informed of progress throughout and will endeavour to provide a temporary solution if necessary.
- 4.7 From time to time, your Equipment may need permanent repairs, improvements or system flushes that are not covered by your Service Plan to keep working safely and efficiently. We will quote for these separately at a discount and if you do not wish to go ahead with the quote, then that Equipment will be removed from the Contract and in accordance with clause 3.11.
- 4.8 If, in our reasonable opinion, we consider that any Equipment cannot be repaired economically or any Equipment or parts become obsolete and we notify you accordingly, we will not be required to carry out any Services in relation to that Equipment and it will be deemed to be no longer listed in the Contract.
- 4.9 We cannot be held responsible for any loss of or damage to, or cleaning of property, furniture or fixtures as a result of your Equipment breaking or failing (e.g. damage caused by water leaks), unless we caused it.
- 4.10 When your annual service is due, we will send you an email, letter, text message or call you to arrange it. If we do not receive a response, we will not make another attempt but you can contact us at any time to arrange your annual service.
- 4.11 If we Replace any Equipment, the replacement we provide will have similar functionality but not necessarily the same features or an identical make and model or type of fitting. Alternatively, we can use a replacement part that you have bought yourself, if we have first approved it, subject to clause 4.14 below.
- 4.12 Your Contract does not cover:
- 4.12.1 any damage you or anyone other than us has caused. We may quote for the Repair or cancel your Contract;
- 4.12.2 the Repair or Replacement of any Equipment or parts that have been deliberately damaged or misused. We will use our expert judgement to determine how the damage was done;
- 4.12.3 Repairs or Replacement for minor cosmetic damage that does not stop your Equipment from working properly or make it unsafe, e.g. cosmetic scratches;
- 4.12.4 any damage that is caused by changes in, or problems with, the supply of your gas, water or electricity. This includes, but is not limited to, parts needing to be replaced due to poor water conditioning;
- 4.12.5 Repairing or Replacing any damage caused by extreme weather, flooding, structural issues, fire, explosions, or any other damage that would normally be covered by household insurance;
- 4.12.6 accommodation, expenses or any costs if you need to leave your Property as a result of Equipment faults;
- 4.12.7 improvements or upgrades, for example replacing working radiators or swapping radiator valves for thermostatic ones.
- 4.13 If we cannot turn off the external water supply stopcock to your Property to complete your Repair, it is your responsibility to get your water supplier to turn it off.
- 4.14 Where Equipment or parts have been supplied by us, we will provide a guarantee, which will be limited to the extent of the guarantee provided to us by the manufacturer's guarantee or warranty (if any). This is subject to payment having been received by us in accordance with clause 3.
- 4.15 Where Equipment or parts have been supplied by you, we accept no responsibility for them or for any faults in them. If we are delayed in carrying out our Services because of such Equipment or parts (if, for example, their delivery is delayed), we reserve the right to charge for costs incurred by us as a result. Any return visits required due to faults in any Equipment or parts supplied by you will be chargeable.
- 5. Your Obligations**
- 5.1 You will enable us to access the Property and the Equipment at all times during which we reasonably require such access in order to provide the Services. We require a person over the age of 18 to be present at the property during the Services. If you are not at the Property when our engineer visits, you must make sure that there is someone else present who can give instructions to our engineer on your behalf.
- 5.2 If we are unable to gain access to the Property or the Equipment in accordance with clause 5.1, this will be considered an aborted visit and we will charge for this at our standard rate in place at the time. It will be your responsibility to rearrange our visit.
- 5.3 You will ensure that all Equipment is used in an appropriate manner and, where relevant, in accordance with any and all guidelines and instructions issued by us and the manufacturer.
- 5.4 If your Equipment is covered by a third-party warranty, it is your responsibility to make sure that any Services we provide do not affect that warranty.
- 5.5 You will take all reasonable precautions to protect the health and safety of

- our employees, agents and sub-contractors while on your Property.
- 5.6 If you rent out your Property, your tenants or your managing agents can call us directly to arrange any engineer's visit, providing you have given them permission to do so.
- 6. Liability**
- 6.1 Subject to this clause 6, we will be responsible for any foreseeable loss or damage that you may suffer as a direct result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 We accept no liability in respect of the following:
- 6.2.1 damage due to causes beyond our control including, but not limited to, any force majeure event;
- 6.2.2 loss or damage to the works carried out by us, where this is caused by you or any third party not authorised by us;
- 6.2.3 damage or deterioration arising out of normal wear and tear.
- 6.3 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 6.4 We will maintain suitable and valid insurance, including public liability insurance. Details are available on request.
- 6.5 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 6.6 We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 6.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.
- 7. Cooling Off Period – Consumers Only**
- 7.1 Where you are a Consumer, you have a statutory right to a cooling off period. This period begins once the Contract is formed and ends at the end of 14 calendar days after that date.
- 7.2 If you wish to cancel the Contract within the cooling off period, you should inform us immediately by email to the contact details provided to you.
- 7.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.
- 7.4 If you cancel within this period, you will receive a full refund of any amount paid to us in respect of the Contract using the same payment method you used. In any case, you will not incur any fees as a result of the refund.
- 7.5 No call-outs can be booked within the first 14 days however if you book an annual service and this falls within the cooling off period, you must make an express request for the Services to begin within the 14 day cooling off period. By making such a request, you acknowledge and agree to the following:
- 7.5.1 If the annual service is carried out within the 14 day cooling off period, you will lose the right to cancel once this has been completed;
- 7.5.2 If you cancel the Contract after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total quoted fee and the actual Services already provided.
- 8. Cancellation after the Cooling off Period and for Non-Consumers**
- 8.1 As detailed in clause 2, the Contract is for a minimum term of 12 months. If you are not a Consumer, or if you are a Consumer and you wish to cancel after the 14-day cooling off period detailed in clause 7, you will need to pay for, and the Service Plan will continue, until the end of the 12 month period.
- 8.2 The Contract will then automatically renew on a rolling 12-monthly basis, unless you contact us in writing to cancel, giving at least 30 days' notice of the cancellation.
- 8.3 If you cancel the Service Plan at any time after the cooling off period and before the end of the annual term and we have carried out any work for you, you will have to pay for the Services we have carried out including any Repair, any Equipment and/or parts we have bought and any costs incurred by us as a result.
- 9. Termination**
- 9.1 We will be entitled to terminate your Contract by contacting you in writing in the event that:
- 9.1.1 You give us false information;
- 9.1.2 Your Equipment is not on our approved list or we cannot source parts for it;
- 9.1.3 We find a pre-existing fault during the First Service;
- 9.1.4 You fail to allow us access to the Property on more than one occasion;
- 9.1.5 Our advice, repairs and improvements are not undertaken;

- 9.1.6 You fail to pay the Service Fee to us by the due date;
  - 9.1.7 You are abusive towards our staff;
  - 9.1.8 Your Property is unfit or unsafe to work in; or
  - 9.1.9 You demand services which do not form part of the Services and which are not covered by the Contract.
- 9.2 If we terminate your Contract for any reason, you will have to pay for Services we have carried out, any Equipment and/or parts we have bought in conjunction with a Repair or Replace plus any costs incurred by us as a result.
- 9.3 Either you or we can terminate the Contract by contacting the other party in writing if the other party:
- 9.3.1 Commits a material breach the Contract in any way and fails or refuses to do remedy the breach within 14 days after receiving notice in writing requesting that party to do so;
  - 9.3.2 Goes into bankruptcy or liquidation either voluntary or compulsory or if a receiver is appointed in respect of the whole or any part of its assets.

**10. Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war (threatened or actual), natural disaster, or any other event beyond our reasonable control.

**11. Communication and Contact Details**

- 11.1 In certain circumstances you must contact us in writing. When contacting us in writing you may contact us by email or by pre-paid post at the address stated at the beginning of these Terms and Conditions.

- 12. How We Use Your Personal Information:** All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them. For further information, please refer to our privacy policy, available on request.

**13. Other Important Terms**

- 13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business or we instruct a third party on our behalf). Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. The validity and enforceability of the remaining parts of the Contract would not be affected.
- 13.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

- 14. Governing Law and Jurisdiction:** These Terms and Conditions and the Contract between us will be in accordance with the laws of England and Wales and any dispute will fall within the jurisdiction of the courts of England and Wales.