

# Gledhill (Response) Ltd

AMD. JUNE 2023

## TERMS AND CONDITIONS OF CONTRACT

### GENERAL

- A. These are the terms and conditions upon which we will provide the Services unless our Company Secretary otherwise agrees in writing.
- B. In these terms and conditions, the words and phrases listed below will have the following meanings:
- |   |  |
|---|--|
| You                                     | The person paying for the cover, their domestic partner and members of their family permanently living with them.  |
| We, us, our Gledhill (Response) Limited | Limited of Sycamore Trading Estate, Squires Gate Lane, Blackpool FY4 3RL and our authorised representatives acting on our behalf.  |
| You, your, the customer                 | You, the Customer, being the occupier or owner of a property, within which is installed an Appliance and to whom we are providing a Service under the Contract, and your authorised representatives acting on your behalf.   |
| Appliance                               | The Gledhill appliance installed in your property to include all parts, pumps, thermostats, and controls contained within or mounted on the appliance.   |
| Breakdown                               | The cessation or substantial impairment of the Appliance serving the heating or hot water services caused by the failure of any component part of the Appliance.   |
| Breakdown Service                       | The service to rectify a Breakdown described in Section 2 of these Conditions.   |
| Charges                                 | The amounts payable by you to us for providing a Service as specified in our Schedule of Charges at the commencement or renewal of the Contract as may be varied by agreement between you and us from time to time.  |
| Conditions                              | These terms and conditions as varied from time to time by agreement in writing between you and us.   |
| Contract                                | The contract between you and us which incorporates these Conditions.   |
| Contract Period                         | The period of one year from the date on which this Contract is accepted by us. If the contract is renewed by the Customer on payment of the Charge applicable on the anniversary of the date of acceptance, the Contract Period shall mean each successive period of one year. |
| Service                                 | Each of the services we offer as described in these Conditions.  |
| Beyond Economical                       | The point at which we estimate that the cost to repair the appliance exceeds its value and is therefore uneconomic.  |
| Repair                                  | This normally (but not always) occurs due to an internal leak caused by aggressive water or corrosion.   |

### HOW TO ACTIVATE THE BREAKDOWN CONTRACT:

- In the event of failure of the Appliance you should contact us at our Service Centre in Blackpool by calling 0800 1018 365 and selecting the Breakdown Agreement Service from the options.

### HOW CAN I PAY?

- You can pay by our normal payment methods which are credit/debit card, cheque, BACS or direct debit. A mid term upgrade can only be paid by credit/debit card, cheque, or BACS

### WHEN WILL MY COVER START?

- Cover begins any time after 30 days following the start date of this Breakdown Contract. The 30-day restriction applies only at the start of the contract; it does not apply if the contract is renewed. We will not cover any faults that existed before you entered into this agreement or within the first 30 days after entering into this agreement.

### HOW TO MAKE A CLAIM?

- We will endeavour wherever possible to arrange for an engineer to attend the next working day after your call provided that the call is received by us no later than 12 noon on a weekday (Monday to Friday). Alternatively, we will arrange a visit at a time after this arranged to our mutual agreement. Our offices are open to receive your call between 8am and 5:30pm Monday to Friday and between 9am and 1pm Saturday and Sunday; however, our engineers will attend Monday to Friday only. An answerphone facility is available outside of these hours to report any faults or queries.

### WHAT HAPPENS IN THE EVENT OF AN EMERGENCY?

- We know that problems can occur at any time of day or night. A sudden and unforeseen issue can occur outside of our normal opening hours which you cannot control through turning off the water or electricity supply. In such circumstances and where there is a significant risk to your health or of loss or damage to property, we will cover the reasonable costs of a local 24-hour emergency plumber or electrician to attend to make the situation safe.

### MAKE A COMPLAINT

- Call us on 0800 101 8365 Monday to Friday between 8:00am and 5:30pm.
- Email us at: [response@gledhill.net](mailto:response@gledhill.net); or
- Write to us at: The Service Manager, Gledhill Response Limited, Sycamore Trading Estate, Squires Gate Lane, Blackpool, FY4 3RL.
- Your complaint will be processed in accordance with our complaint's procedure detailed on our website [www.gledhill-response.net](http://www.gledhill-response.net).

### WHAT HAPPENS NEXT YEAR?

- You will receive a renewal notice and a request for payment for the forthcoming year if you wish to continue with our cover.

#### OUR RIGHTS AND OBLIGATIONS:

- Subject to the payment of our Charges, when due, we shall provide the Breakdown Services to you during the Contract Period. We will provide the Services with care.
- We may use sub-contractors, who are entitled to the benefit of the limitations of liability described in this Agreement, but the use of sub-contractors will not affect your rights.

#### YOUR RIGHTS AND OBLIGATIONS:

- You must operate the Appliance only in accordance with the recommendations contained in our published literature.
- You must not allow any person other than a person authorised by us to adjust, maintain, repair, or replace the Appliance or any of its component parts without our prior written approval or our warranty or our obligations under this Contract shall cease to have effect. If the Appliance is relocated or altered in any way by someone other than a person authorised by us you must notify us immediately. We may, at your cost, carry out an inspection to ensure that the Appliance is installed in accordance with our published literature and operating safely.
- If ownership or occupation of the property changes, we are able to either continue to provide the Service during the Contract Period, or, by mutual agreement you may cancel this Contract at any time by giving us not less than 28 day's notice in writing to the address set out above. You will not be entitled to any refund of amounts which you have paid if any repairs, rectification, or replacement has been carried out during the Contract. We will only refund charges where a Breakdown Agreement has been in place for a minimum of 12 consecutive months.
- You will pay the Charges when due in accordance with this Contract. We may charge you interest on any amount which you owe us but not paid within 14 days of the due date at the rate which is 4% above the base rate of interest charged by Barclays Bank at the time the amount is due for payment, calculated on a daily basis. If we make an appointment with you to provide a service and we are unable to gain access to your property at the time of the appointment, we reserve the right to seek reimbursement for the cost of the attendance.
- Neither you or we shall be liable to the other for any failure to comply with our obligation under these Conditions due to circumstances beyond our reasonable control.
- This contract between you and us is governed by English Law. Any dispute between you and us will be dealt with by the relevant courts.

#### IMPORTANT:

If we do not keep to these Conditions, or if you suffer any loss, our liability to you is limited and, in certain circumstances, excluded altogether. The limitations and exclusions are explained below.

- We are responsible for loss or damage caused to your property which was our fault. However, our liability to you or to any person claiming through you for loss or damage to property and related expenses will not, under any circumstances, exceed £3000 in total.
- We will accept liability for death or personal injury caused by our negligence without limitation.
- We shall not accept liability under any other circumstances for loss, damage, expense, or inconvenience incurred by you, or any person claiming through you, that is not directly caused by our failure to carry out our responsibilities to you under this Agreement.

#### PARKING RESTRICTIONS

- When making a claim, you will be asked if there are any parking restrictions including need for a parking ticket, a parking permit or inability to park within close proximity to your property. Where no parking is available, this may affect your claim being dealt with promptly.

### **Summary of Breakdown Agreements\***

<b>Support for:</b>	<b>Pulsacoil Standard</b>	<b>Pulsacoil Platinum</b>	<b>Complete Care</b>
<b>Gledhill Appliance Breakdown</b>	✓	✓	
<b>No limit on either labour or parts related to appliance repair**</b>	✓	✓	
<b>Annual appliance service or healthcheck</b>		✓	
<b>System Pipework</b>			✓
<b>Plumbing System</b>			✓
<b>Toilet Repairs</b>			✓
<b>Shower Repairs</b>			✓
<b>Tap Repairs</b>			✓
<b>Electrics</b>			✓
<b>Panel Heating Repairs</b>			✓
<b>Storage Heater Repairs</b>			✓

\*Restrictions apply please see full terms of your break down agreement.

\*\*Restrictions apply for an appliance deemed beyond economical repair.

## PULSACOIL STANDARD & PLATINUM

### WHAT YOU ARE COVERED FOR:

We will cover breakdown to the following parts of your Pulsacoil system:

- All parts, pumps, thermostat, and controls contained within or mounted on the Appliance.

Under the terms of the Standard Breakdown Agreement contract we will pay the cost of an approved Gledhill engineers:

- Call-out charges
- Parts
- Labour charges

For customers with a Pulsacoil appliance who have selected the Platinum Breakdown Agreement contract we will pay the cost of an approved Gledhill engineers:

- Call-out charges
- Parts
- Labour charges
- Annual health check by a Gledhill engineer and any labour and parts resulting from the inspection.

A permanently fixed access ladder must service installations in lofts or attics. Adequate lighting and permanently fixed flooring must also be available.

### WHAT YOU ARE NOT COVERED FOR:

We will not be liable to you for carrying out or for the cost of:

- The periodic topping-up of the Feed and Expansion tank. (where applicable).
- Any breakdown which occurred before the Contract starts, or within 30 days from the start of the Contract. The 30-day restriction applies only at the start of the Contract; it does not apply if the Contract is renewed.
- Any Breakdown caused by a problem you were aware of at the time of entering into this contract.
- De-scaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
- Any breakdown of your appliance or water / heating system caused by you failing to follow the manufacturer's instruction for usage.
- Any breakdowns resulting from accidental damage, including damage caused by fire, theft, storm, water, lightning, flood or frost.
- Any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third-party interference including any attempted repair or modification to the Appliance which does not comply with recognised industry standards.
- Any breakdown resulting from a fault with any gas, water, or electricity supply.
- Any losses or associated costs arising from delays in getting spare parts.
- Any consequential loss or damage following a repair, caused by a defect or malfunction of the Appliance, or arising from any goods, services, arrangements or advice provided by us or any Claims Administrators or Approved Agents, unless through Our or their negligence.
- Replacing the Appliance (other than any amount payable if it is deemed 'Beyond Economic Repair').
- Any cost of replacing the Appliance as a consequence of natural wear and tear, gradual deterioration or corrosion.
- Any costs associated with loss or damage to any equipment, which has not been installed or maintained in accordance with manufacturer's instructions, industry regulations or British Standards.
- Any costs where replacement is only necessary as a result of changes in legislation or health and safety guidelines.
- Any part of the Appliance which can not be accessed safely or is impossible or impractical to maintain because of its position.
- By entering into this Contract with you we do not warrant that the Appliance has been installed satisfactorily or to prevailing industry standards.
- Repairs, rectification, or replacement of any part of the system except as specifically covered by this Agreement. For example: external controls (such as timers or other ancillary equipment) will not be covered.
- Repairs rectification or replacement of the Appliance or any component part arising from faulty or sub-standard installation of the Appliance or inherent design faults in the central heating or hot water system.

### Appliance is Beyond Economical Repair (BER)

- If the appliance is Beyond Economic Repair (normally due to an internal leak) then we will offer a new equivalent product purchased from Gledhill at a discounted rate. The discount is offered off the appliance cost on the condition that equivalent product is available and purchased directly from Gledhill and that a contract has been held for a minimum of 12 full months against the appliance.
- All installations are subject to availability and will be discussed at point of quotation.
- If appliance is deemed BER no further works will take place on the appliance.

### Fixed Price Repairs Terms & Conditions

#### **What if the product has reached the end of its life?**

Please note that our fixed price repair covers any component or serviceable part fitted to the unit. In the rare instance that an appliance is deemed to be BER or that the internal cylinder itself is found to have an irreparable leak, we are able to offer the opportunity to purchase a replacement cylinder, including fitting – at a significantly discounted rate.

If by any chance you decide not to proceed with our quotation to replace, we will look to price match like for like quotations, we will refund the charge less £100 + VAT to cover the callout fee – providing no remedial works were carried out on the original callout.

#### **What if the problem is unrelated to the appliance?**

We will attempt to repair **any fault** with the Gledhill appliance included in our fixed charge. If the fault is found to be related to an issue **external** to the Gledhill product which cannot be resolved by our engineer, we reserve the right to withdraw this offer and to requote to resolve the external problem **or** to charge a call out fee for the inspection and performance check of the Gledhill unit. In such an event, any remaining monies paid to Gledhill for the fixed fee repair service would be immediately refunded.

## COMPLETE CARE

### What is the aim of our cover package?

Our package is designed to offer cover against issues which arise with your plumbing or electrics within your property boundary that are your sole responsibility.

### Is there a limit to the number of claims I can make?

There is no limit to the number of claims you are allowed to make against plumbing, electrical or boiler issues.

### Is there any excess to pay against a claim?

No. There is no excess to pay against any claim.

### What is covered?

- Repair of electric showers and non-electric shower bars (where fitted as original equipment by the developer). Where economic repair cannot be achieved, contribution of £100 against the cost of a replacement shower organised by Gledhill.
- All labour charges against plumbing or electrical repairs up to £1000 inclusive VAT per claim.
- Making safe damage caused by gaining necessary access (- which means making surfaces level and does not include redecoration or replacement of tiles, hardwood flooring etc).
- Standard replacement product may be different from the original the replacement part will be Gledhill/GAUK approved. For example, using a standard chrome tap to replace a gold-plated tap or using a standard pendant/dome fitting to replace a non-standard light fitting, unless you give us an alternative to use.

### What is covered Electrical?

- All parts and labour required to repair your boiler controls (e.g., timer switch).
- £100 contribution to fan assisted radiator repairs.
- Maintenance of the existing fixed electrical wiring and fixtures.
- Repairs to your domestic electrical wiring system supplying electrical power beyond the electricity company's supply meter including switches, wall sockets and bulb sockets.
- Repairs up to £300 on electrical distribution boards if within the testing period.
- Replacement of standard 230v pendant and dome lighting
- Repair of panel heaters and where economic repair cannot be achieved, contribution of £100 against the cost of replacement panel heaters organised by Gledhill.
- Basic air extraction units are covered up to a value of £75 against replacement or repair; more complex units will only be covered with specific written agreement from Gledhill Response.
- Repairs to electric towel radiators

### What is covered Plumbing?

- Repairs to internal hot and cold supply pipes beyond the stop cock.
- Repairs to internal waste pipes that you are responsible for within your boundary.
- Repair or replacement of faulty ball valves to remedy an escape of water from an overflow pipe.
- Repair of taps and where economic repair cannot be achieved, a contribution of £65 per complete tap against material costs will be made. Replacement labour costs will be covered in full.
- Re-washing and ceramic disc replacement to plumbing fixtures.
- Repairs up to £100 on inset showers.

### What is not covered?

- Pre-existing problems; system improvements; design faults; cosmetic damage or damage caused by another party.
- Any part of the domestic system which is too difficult to access safely or is impossible to maintain because of its position.
- Loss or damage arising from leak, disruption to water or power supply or disconnection from the mains services.
- Any shared facilities, ventilation systems, wiring or electrics in communal areas.
- Smoke alarms; burglar alarms; telephone wiring; satellite dishes, internal intercom systems; air conditioning units, solar panels/controls; radio or television aerials and any wiring and electrics mounted on the external surface of the building or situated outside.
- Repairs or replacement of domestic and household appliances (- such as fridges, cookers, electric fires etc).
- Full replacement cost of panel heaters, sanitary wear, extraction units or fans, where economic repair cannot be achieved.
- Day to day maintenance tasks (- such as the changing of light bulbs or resetting of circuit breakers, where it is not associated with permanent repair work and can be reset by the homeowner).
- Any costs over £1000 inclusive VAT per claim.
- Risks normally insured under household insurance cover (e.g., replacement of appliances or systems caused by subsidence, structural repairs, accidental damage, fire, flood etc.).

### What is not covered Electrics?

- Any shared facilities, ventilation systems, wiring or electrics in communal areas.
- Full replacement cost of panel heaters, sanitary wear, extraction units or fans, where economic repair cannot be achieved.
- Integrated mirror lighting and electrical connections are not covered.
- Electric window openers are not covered.
- Replacement of electric towel radiators
- Outside lighting or any electrical equipment located in out buildings or outside your property
- Upgrading fuse boards or consumer units
- Repairs associated with a NICEIC conditioning report.

### What is not covered Plumbing?

- Repeat pipe blockages due to repeat actions may lead to additional charges E.g., Wipes, nappies.
- Removing and repairing damage caused by scale or repairs to water softeners or scale inhibitors - other than those installed or supplied by Gledhill.
- Replacement of sanitary wear (basin/bath plug, toilet seats, riser rail, shower head & hose) or shower fixings where economic repair cannot be achieved.
- Bath and shower seals / grouting.
- Water pumping systems are not covered (wastewater) E.g., Wet room.
- Appliance connections such as flexible washing machine and dishwasher hoses.
- Repairing or replacing sanitary ware - which is ceramic or other such as sinks, basins, baths, or toilet bowls.
- Electric toilets, saniflows and or macerators.
- Non-standard toilets such as wall mounted, concealed, or pressurised toilets, or toilets where components are not accessible for repairs.
- Waste fittings that connect your internal waste pipes to your sanitary ware such as plug holes pop up waste and sanitary overflow fittings.
- Shared drains for which you are not solely responsible.

**Specific note relating to properties with underfloor heating.**

In the event that cover is not in place centrally on your development for underfloor heating systems, we will cover: 1) the accessible controls for the heating system installed within your property 2) repairs to underfloor heating pipework or electrics. However, we note that the cost of accessing such hidden pipework and of repairing flooring in your property following a repair is not covered and we do not cover controls, pipework, or equipment outside the interior walls of your apartment. We also highlight that we require prior written notification of any underfloor heating system installed in your property before providing cover. Failure to disclose this information may result in your cover being invalid.

**Who is eligible to apply for Complete Care cover?**

- Anyone who owns or rents an apartment. Cover against tenanted properties need to be specifically requested and confirmed in writing.
- No pre-contract qualifying inspection of any property less than ten years old is generally demanded, although we may ask to view properties to ensure our familiarity with the specification of fittings.
- We are committed to looking after customers in the long term and our Total Care package is open to properties of any age without financial penalty.