



HomeFlo

Service & Support Agreement

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1. Introduction

Thank you for choosing Homeflo. Please read these terms & conditions carefully as they contain important information regarding the agreement between you and Homeflo. This is not a contract of insurance, a guarantee or an insurance policy. This is a 30-day or annual rolling contract which may be cancelled at any time by you giving Homeflo 30 days' notice in writing.

2. Definitions

Wherever the following words and phrases appear, the following meanings will apply:

Agreement / Contract – means this Homeflo service & support agreement.

Annual Payment – means the Service Price for a 12 [TWELVE] month period which you are obliged to pay in advance of the provision of Services.

Approved Operative – means a suitably qualified person engaged by Homeflo (whether an employee or sub-contractor) to undertake the Services.

Bank Holidays – any public holiday in England & Wales from time to time.

Contract Services – means those Services that are provided within your plan as set out at Schedule 1.

Domestic Purpose – means the appliances and/or systems set out at Schedule 1 are of a domestic (non-commercial) nature.

Fixed Fee – means an amount that is payable by you in respect of any Services that are not Contract Services

Force Majeure Event – means any act or event which was beyond the reasonable control of Homeflo including but not limited to an Act of God, a pandemic, government intervention, directives or policies that either hinders or prevents Homeflo from performing the Services or has caused any appliance or system to be in disrepair.

Minimum Charge – means the value of any Services provided less any Service Price payments you have made

Normal Operating Hours – means between 9.30 am – 5.30 pm Monday to Friday (excluding Bank Holidays)

Pay Annually Customer – a customer that pays the Service Price for a twelve-month period in advance in one single payment.

Pay Monthly Customer – a customer that pays the Service Price in monthly instalments.

Property – means the demise that is intended to be covered by the Contract Services, including any garage connected to the dwelling, but excluding all outside areas including (but not limited to) workshops, gardens, outbuildings and sheds.

Renewal Date – The first anniversary and any subsequent anniversaries of the date of this agreement on a monthly or annual basis depending on the nature of your agreement with Homeflo.

Schedule 1 – means the schedule to this Agreement which sets out the Service Price, whether your contract is on a monthly rolling basis or annual, a list of your notified appliances and systems and a statement setting out the scope of your Homeflo plan.

Service Price – the fee from time to time payable by you either in monthly instalments or in one single payment in advance in consideration of the provision of the Contract Services by Homeflo.

Working Day – means Monday to Friday (except for Bank Holidays).

We / Us / Our / Homeflo – means Homeflo Ltd whose registered office is at 71-75 Shelton Street Covent Garden London WC2H 9JQ.

3. Exclusion Period

You are not entitled to benefit from an Emergency Call-Out within the first 30 [THIRTY] days of the date of this Agreement ("the Initial Period"). For the avoidance of doubt, this does not apply to any renewal of this Agreement. Homeflo shall be entitled to charge a fee of £95 in respect of any Emergency Call-Out that an Approved Engineer attends during the Initial Period.

4. Annual Boiler Service

- 4.1 Homeflo will attempt to contact you on up to three occasions in any twelve-month period by telephone and/or by email to arrange your annual boiler service. Homeflo is not obliged to attempt to contact you if you do not respond and engage with Homeflo on those three occasions and Homeflo shall be relieved of its obligation to provide an annual boiler service.
- 4.2 If you are a Pay Monthly Customer you may not request an annual boiler service until the six-month anniversary of this Agreement.
- 4.3 If you are a Pay Annually Customer you may not request an annual boiler service before the expiry of the one-month anniversary of the date of this Agreement.
- 4.4 Appointments will usually take place between the hours of 9 am and 6 pm Monday to Friday excluding Bank Holidays and subject to the availability of an Approved Operative.
- 4.5 Homeflo shall not be obliged to provide an annual boiler service where your boiler is non-standard or does not meet current regulations.

5. Landlord Gas Safety Inspection

- 5.1 Homeflo will attempt to contact you on up to three occasions by telephone and/or by email to arrange your annual gas safety inspection. Homeflo is not obliged to attempt to contact you if you do not respond and engage with Homeflo on those three occasions and Homeflo shall be relieved of its obligation to provide your annual gas safety inspection.
- 5.2 Your entitlement to an annual gas safety inspection is subject to the availability of an Approved Operative and you are not entitled to an annual gas safety inspection before the expiry of the first month of your plan. The date and time of any such annual gas safety inspection will be arranged automatically by Homeflo.
- 5.3 Appointments will usually take place between the hours of 9 am and 6 pm Monday to Friday excluding Bank Holidays and will be subject to the availability of an Approved Operative.
- 5.4 By law, landlords must ensure that they maintain gas appliances in a safe condition. They must ensure that gas appliances in properties that are let are checked for safety, as well as having an inspection of the installation pipework every twelve months. The landlord should also hold a Gas Safety Certificate (CP12) as evidence of compliance. It is your responsibility to make sure that you comply with your legal obligations. Homeflo accepts no responsibility whatsoever for any failure on your part to ensure that you meet your legal obligations.
- 5.5 Homeflo will inspect and certify any installed gas appliances and pipework. You need to notify Homeflo if you want Homeflo to do this and have provided a list of all gas appliances at the Property which are set out at Schedule 1 to this Agreement.
- 5.6 The following services are included in this Agreement in relation to the installed gas appliances and pipework at the Property:
 - a) A safety inspection of the gas installation and pipework.
 - b) A safety inspection of only the appliances at Schedule 2. You can elect that the Approved Operative inspects and/or certifies other gas appliances at any time incurring a Fixed Fee.

- c) A Gas Safety Certificate [CP12] which will contain details of the gas installation and all gas appliances checked by the Approved Operative. A CP12 is only included in selected plans. Schedule 1 will state if it is included in the plan to which this Agreement relates.
- d) In the event that the Property is tenanted, Homeflo will leave a copy of the Gas Safety Certificate [CP12] with the tenant and/or send a copy to you by email upon requested.
- e) If any of the appliances fail the inspection, Homeflo will issue the Gas Safety Certificate [CP12] and include details of any faults found and any remedial action taken (for example, disconnecting the appliance). It is your responsibility to make sure that your appliances are repaired or replaced at your cost.
- f) A Fixed Fee will be payable in respect of any future inspections or in the event that any confirmation of gas safety is sought following the work needed to meet regulations.
- g) The Approved Operative may need to revisit, and will require access to, the Property in the event in order to issue the Gas Safety Certificate.
- h) You shall be responsible for a Fixed Fee in respect of any repairs that are found to be necessary during the inspection and/or in respect of any reinspection of appliances that have previously failed an inspection.
- 5.7 If you are a landlord, your tenant or managing agent may contact us to arrange the gas safety inspection or to provide other Services. You hereby acknowledge that in such instance the tenant or managing agent are acting as your agent and with your authority in instructing Homeflo.
- 5.8 Homeflo shall charge an appropriate Fixed Fee in the event that any subsequent call-out is unnecessary or if the Services provided at that call-out are not Contract Services.
- 5.9 Homeflo shall not be obliged to provide any Services where your gas appliances or installed pipework are non-standard or do not meet current regulations.

6. Gaining Access to Your Property and Arranging Appointments

- 6.1 Homeflo shall only send out an Approved Engineer on condition that there is an individual aged 18 years or over at the Property at the time the Approved Engineer attends the Property.
- 6.2 It is your responsibility at all times to allow the Approved Engineer access to the Property. The Approved Engineers attendance at the Property will be cancelled if they are unable to obtain access to the Property when attending ("Aborted Attendance"). This will obviously prevent them from performing any Services to the Property.
- 6.3 In the event of an Aborted Attendance, it is your responsibility to contact Homeflo and arrange an alternative date and time for an Approved Engineer to obtain access to the Property ("Further Attendance"). You will be charged a fee of £60 for any subsequent Aborted Attendances after the first Aborted Attendance.
- 6.4 This agreement will continue notwithstanding any Aborted Attendances or in the event that you fail to arrange a Further Attendance and the anticipated works are not completed.
- 6.5 Homeflo shall be entitled to terminate this agreement in the event that you cause more than three Aborted Attendances or if you have obstructed an Approved Engineer from completing the Services.

7. Price, Payments & Fixed Fees

- 7.1 If your plan is on a monthly basis payment of the Service Price must be made by monthly direct debits in advance or monthly recurring card payments in advance on the date of this agreement and on the same date in each subsequent calendar month until termination ("the Due Date").

- 7.2 If your plan is on an annual basis payment of the Service Price must be made by card payment or bank transfer within 14 days of the date of this Agreement ("the Annual Plan Due Date").
- 7.3 Homeflo will attempt to take payment by direct debit or by debit or credit card using the card details you have provided on up to four occasions. In the event that payment is not received in cleared funds on the fourth attempt it shall be deemed a default in payment and Homeflo shall be entitled to terminate this Agreement.
- 7.4 If you fail to make two Service Price payments by the respective Due Dates Homeflo may require that all or part of the total Service Price shall be paid in advance or on account on provision of an invoice from Homeflo. Such invoice shall state that the payment is due on the date of invoice.
- 7.5 If you default on the payment of any amount due to Homeflo we may:
 - a) Charge you an administration fee of £25 for each default ("Administration Fee"); and
 - b) Charge you for any reasonable costs that we incur that are not covered by the Administration Fee.
- 7.6 All prices stated are inclusive of VAT [at the prevailing rate from time to time]. Homeflo reserves the right to increase the Service Price in the event of an increase in VAT rates from time to time.
- 7.7 Homeflo will give you at least ten days' written notice in advance of your account being debited. All debits from accounts will be collected on or around the date stated at Schedule 1.
- 7.8 It is your responsibility to inform Homeflo of any change of bank account or debit or credit card details.
- 7.9 Homeflo shall continue to be entitled to any unpaid Service Price on a continuing basis up to the date of termination if you have cancelled a direct debit mandate or cancel any debit or credit card.
- 7.10 Homeflo shall be entitled to suspend the Services in the event that any amount is outstanding under this agreement.
- 7.11 Homeflo shall be entitled to process payment of any outstanding amount under this agreement by means of a pre-authorisation from you via any debit or credit card in your name the details of which has been provided to Homeflo.
- 7.12 Homeflo shall be entitled to charge interest on any amount owed at 5% simple per annum from the day after the due date of the respective invoice to the date of payment in cleared funds.

8. Fixed Fees

- 8.1 Any Fixed Fee is payable by credit or debit card before Homeflo approves and progresses a call-out or in the event that the call-out identifies previously unidentified Services that are not Contract Services Homeflo shall be entitled issue an invoice for any Fixed Fees incurred and shall debit your credit or debit card or bank account in respect of the same.
- 8.2 Homeflo shall be entitled to increase the Service Price amount if you request more than four call-outs in any twelve month period. You are entitled to terminate this agreement by giving 30 days' notice in writing or by telephone if you do not accept the change to the Service Price.
- 8.3 If you call us back for the same fault which does not fall within the Contract Services, as determined by the attending Approved Operative, within 30 days of a previous attendance Homeflo will not charge an additional Fixed Fee for the Services provided.

9. Contract Term

- 9.1 If you are a Pay Monthly Customer the contract term is a rolling 30-days contract starting on the date of this agreement and continuing until terminated in accordance with this agreement. This means, if you are a Pay Monthly Customer, the Agreement will automatically renew at the end of each period of 30 days for a further 30 days.

- 9.2 If you are a Pay Annually Customer the contract term is a rolling 12 month contract starting on the date of this Agreement and continuing until terminated in accordance with this Agreement. This means, if you are a Pay Annually Customer, the Agreement will automatically renew at the end of each period of twelve months for a further twelve months.

10. Cancellation

- 10.1 You are free to cancel the Agreement at any time during the first 14 days from the date of this Agreement. After the first 14 days of this Agreement, you may terminate at any time by giving us 30 days' notice in writing or by telephone. You must quote your name, the address of the Property and your Homeflo customer reference number in order for such notification to be effective.
- 10.2 If you terminate this Agreement by giving us notice within 14 days of:
- a) The date of this Agreement, provided Homeflo has not performed any Services or supplied any goods, we will refund to you everything that you have paid in that period;
 - b) that date of this Agreement and Homeflo has performed Services or supplied goods, Homeflo shall be entitled to payment for the value of the Services and/or any goods supplied; or
 - c) Homeflo notifying you of an increase in the Service Price, then no further charges will apply from the date and time of Homeflo receiving your notice.
- 10.3 Homeflo may end this Agreement at any time if:
- a) You give Homeflo false or incorrect information;
 - b) You fail to pay any amount due to Homeflo as it falls due;
 - c) You use threatening or abusive behaviour or language to any employee or contractor of Homeflo or you are vexatious; or
 - d) Your appliance and/or systems are unsuitable to be supported by any Homeflo plan.
- 10.4 If you are a Pay Monthly Customer you shall pay the Minimum Charge to Homeflo in the event that you terminate this Agreement prior to the six month anniversary of the Agreement.
- 10.5 The Minimum Charge shall be calculated as follows:
- a) Boiler Service or Landlord Gas Safety Inspection - £72.
 - b) Boiler Service and Landlord Gas Safety Inspection combined - £120.
 - c) All completed boiler or central heating repairs - £190 each.
 - d) Any other completed repairs - £99 each.
- 10.6 If you are a Pay Annually Customer and terminate the Agreement prior to the end of the twelve month term Homeflo shall reimburse on a pro rata basis the Service Price that you have paid less the Minimum Charge as calculated above.

11. Renewals

- 11.1 Homeflo will automatically renew the Agreement unless you notify Homeflo in writing or by telephone that you wish to terminate providing 30 days' notice in writing or by telephone.
- 11.2 Payments will be taken by direct debit or by debit or credit card the details of which you will have provided until and including the thirtieth day from receipt of your notice of termination by Homeflo.
- 11.3 You must pay the Service Price to continue benefiting from the Contract Services.

12. Moving Home or Replacing Your Boiler

- 12.1 You are obliged to update Homeflo if you move property or install a new boiler, in which case we will discuss the following options with you:

- a) Moving your existing agreement to your new property;
- b) Replacing your existing agreement with a new agreement; or
- c) Ending your agreement.

12.2 Cancelling your direct debit or recurring card payments does not end this agreement and you shall continue to be liable for the Service Price until termination of this Agreement. Homeflo shall be entitled to charge an administration fee of £20 if you cancel your direct debit or recurring card payments without Homeflo's consent.

13. General Terms

- 13.1 This is a service agreement endeavouring but not warranting to provide 24/7 telephone support and access to our network of Approved Operatives. It is not a contract of insurance nor is Homeflo regulated by the Financial Conduct Authority. Homeflo will carry out its obligations under this Agreement within a reasonable time unless we cannot do so due to circumstances which are beyond our reasonable control.
- 13.2 All repairs are guaranteed for 30 days from the date of repair completion.
- 13.3 We may at any time transfer any or all of our rights or responsibilities under this agreement to any other organisation. We will tell you as soon as we reasonably can if we do so.
- 13.4 We may also sub-contract any services we have agreed to provide under this agreement.
- 13.5 We may make unilateral changes to these terms and conditions provided we have a valid reason to do so. If we make changes which are not in your favour, we will tell you about them. You may end this agreement by giving 30 days' notice in writing or by telephone without any cancellation fees if you do not accept the proposed changes. You must quote your name, the address of the Property and your Homeflo customer reference number in order for such notification to be effective.
- 13.6 All parts and materials supplied by us shall be standard parts commonly used in the industry and purchased from a reputable supplier.
- 13.7 We shall not be responsible for the cost of a "like for like" replacement part to the extent that the cost of that replacement part exceeds the cost of an equivalent standard part. For example, if it is deemed necessary to provide you with a replacement tap, we will provide you with an industry standard reasonable quality tap suitable for a non-commercial setting.
- 13.8 None of the above affects your statutory rights.

14. General Exclusions

- 14.1 Homeflo will not assist or provide support with any:
- a) Faults that existed prior to the date of this Agreement or within the first 30 days after entering into this Agreement;
 - b) Systems or appliances that have not been installed, maintained and/or used in accordance with manufacturer's instructions and/or current regulations or best practice;
 - c) Replacement of heat exchangers or repairing faults caused by limescale, sludge (namely, dirty water contaminated by particles of dirt, rust or other foreign contaminants, that is deposited as water passes through the components of the central heating system), or other debris;
 - d) Tasks which are detailed in your user guide such as re-pressurising your heating system and/or bleeding your radiators;
 - e) Systems that are powered by anything other than natural gas;
 - f) Non-standard systems or parts;
 - g) Trace and access (work required to locate a fault);

- h) Upgrades or improvements to your heating system;
- i) Problems relating to steel, lead or iron pipes;
- j) The making good of any damage whatsoever that we have caused and that were necessary in order to carry out any repair or maintenance that you have requested;
- k) Damage associated with or caused by the supply of your gas, water or electricity;
- l) Showers and shower pumps;
- m) Faults or damage caused by a third party;
- n) Issues that are not related to your heating system;
- o) Intermittent faults which cannot be identified at the time of the Approved Operative's attendance;
- p) Boilers or systems that are not solely used for domestic purposes and situated completely within a domestic property;
- q) Systems that have pipework 35mm or more in diameter, a commercial gas meter or any other Work that the Approved Operative considers requires commercial gas qualifications to complete a repair;
- r) Where we reasonably consider that there is a health and safety risk;
- s) Maintenance required to keep your heating systems in good working order;
- t) Replacement of consumables [such as external fuses, batteries, seal/gaskets, fuel];
- u) Faults that have not been reported within 24 hours of you becoming aware of them;
- v) Seals and grouting, which generally fill gaps between tiles and sanitary ware;
- w) Frozen pipes or any faults caused by freezing;
- x) Damage or faults that are covered by any insurance policy;
- y) Parts/equipment still under manufacturer's warranty;
- z) Faults that arise between tenancies if you are a landlord; or
- aa) Boilers that have been flooded or submerged in water.

14.2 Homeflo shall not be obliged to provide any Services under this agreement if there is a Force Majeure Event.

15. Boiler is Beyond Economical Repair

15.1 Homeflo may deem your boiler beyond economical repair ["BER"]. If your boiler is deemed to be beyond economical repair, Homeflo will provide you with a discount of:

- a) £500 against the cost of a new boiler, if your boiler is less than 7 years' old less the discount provided on any repairs already completed; or
- b) £250 against the cost of a new boiler, if your boiler is more than 7 years' old less the discount provided on any repairs already completed.

15.2 Homeflo may require inspection of your installation documentations to confirm the age of your boiler.

15.3 Such discounts are only available if you engage Homeflo to supply and replace your boiler.

16. Boiler & Controls

16.1 Homeflo can help with the breakdown of standard parts of a domestic natural gas boiler, standard associated thermostats, frost stats, clocks, timers and programmers.

16.2 Homeflo will not provide the Services in respect of:

- a) Boiler models: Potterton Powermax, Britany, Chaffoteaux, Simi, Servowarm and Elm Le Blanc;
- b) Smart or internet-connected thermostats or devices;
- c) Resetting/reprogramming your controls or replacing batteries;
- d) The boiler flue [namely, the pipe used to remove waste gases produced by the boiler] and flue terminal;
- e) Combined cooking and heating or power and heating appliances; or
- f) Accidental damage or anything other than fair wear and tear.
- g) A boiler that is non-standard or does not meet current regulations.

17. Central Heating System

17.1 Homeflo can help with the breakdown of standard parts of the associated heating and hot water system including pumps, motorised valves, radiator valves, pipework and parts and fittings associated with the hot water feed and expansion tank.

17.2 Homeflo will not provide the Services in respect of:

- a) Servicing, clearing, replacing or repairing magnetic filtration devices;
- b) Tasks which are detailed in your user guide including re-pressurising your heating system and or bleeding your radiators;
- c) Non-standard parts or systems including towel rails, towel rail valves and curved radiators;
- d) Airlocks or the balancing and venting of radiators;
- e) Replacing radiators, water tanks or cylinders that cannot be repaired;
- f) Electric immersion heaters and condensate pumps;
- g) Parts of a system that are specifically designed for underfloor heating, swimming pools and/or renewable energy;
- h) Unvented hot water, thermal storage, warm air or systems that require specialist work or qualifications; or
- i) Accidental damage or anything other than fair wear and tear.
- j) A heating system that is non-standard or does not meet current regulations.

18. Hot and Cold Pipes

18.1 Homeflo can help with the leaks on the hot and cold-water pipes inside the Property between the stopcock and your taps or appliances.

18.2 Homeflo will not provide the Services in respect of:

- a) Appliance connections such as flexible washing machine and dishwasher hoses; or

- b) Accidental damage or anything other than fair wear and tear.
- c) Hot and/or cold pipes that are non-standard or do not meet current regulations.

19. Gas Supply Pipes

19.1 Homeflo can help with gas leaks on copper gas pipes inside your property which supply gas to your gas appliances from a domestic gas meter.

19.2 Homeflo will not provide the Services in respect of:

- a) Hoses and gas connections on the gas meter, oven, hob, gas fire or any other appliance other than the boiler; or
- b) Accidental damage or anything other than fair wear and tear.
- c) Gas supply pipes that are non-standard or do not meet current regulations.

20. Electrics

20.1 Homeflo can help with mains wiring & electrics, circuit breakers, light fittings, fuse boards, switches and sockets inside the Property that connect to the main supply.

20.2 Homeflo will not provide the Services in respect of:

- a) Electrical appliances, burglar alarms and camera systems, shower pumps, cooker extractor hoods, storage and panel heaters, underfloor heating, swimming pools, controls, pumps, detectors, electrical plugs, rewiring and solar panels and their invertors;
- b) Supply cables up to the fuse box or mains isolation switch, if fitted;
- c) Outside lighting or any electrical equipment located in outbuildings or outside of the Property;
- d) Rubber or lead wrapped cables; or
- e) Replacing or upgrading fuse boards or consumer units.
- f) Any electric component or system that is non-standard or does not meet current regulations.

21. Water Supply Pipes

21.1 Homeflo can help with burst mains water supply pipes at the Property that you are responsible for.

21.2 Homeflo will not provide the Services in respect of:

- a) Accidental damage or anything other than fair wear and tear.
- b) Any part of the mains water supply that the water supplier is responsible for or that is not within the demise of your Property.
- c) Water supply pipes that are non-standard or do not meet current regulations.

22. Drains

22.1 Homeflo can help with leaking or blocked standard domestic internal or external drains that you are responsible for within the demise of your Property.

22.2 Homeflo will not provide the Services in respect of:

- a) Shared drains for which you are not solely responsible;
- b) Drains that have collapsed or been damaged by tree roots;
- c) Blockages caused by non-flushable items such as fat, nappies, baby wipes, toilet fresheners or any other items that should not go down the drain;
- d) Waste fittings that connect your internal waste pipes to your sanitary ware such as plug holes pop up waste and sanitary overflow fittings;
- e) Rainwater guttering and downpipes, manholes and their lids, soakaways, cesspits, drainage pumps, macerators, septic tanks, treatment plants and their outflow pipes; or
- f) Accidental damage or anything other than fair wear and tear.
- g) Drains that are non-standard or do not meet current regulations.

23. Kitchen Appliance Cover

23.1 Homeflo will provide Services relating to the breakdown of your kitchen appliances.

23.2 The kitchen appliance[s] that require the Services must be set out at Schedule 3 of this Agreement.

23.3 Homeflo may require you to provide proof of purchase by way of a dated receipt from a retailer prior to providing the Services.

23.4 If you replace any kitchen appliance at Schedule 3 during the term of this Agreement you must notify Homeflo immediately.

23.5 Homeflo will not provide the Services in respect of kitchen appliances in respect of the following:

- a) Anything that happens in the first 30 days of you taking out the plan.
- b) Wine coolers, cooker hoods, and other extractor fans.
- c) Disconnecting and disposing of your old appliance or unpacking and/or installing a new appliance.
- d) Any appliance[s] that were not bought in the United Kingdom.
- e) Any appliance[s] that were not new when you bought them.
- f) Any appliance[s] that you do not have a receipt of purchase for.
- g) Any kitchen appliance that is non-standard or does not meet current regulations.

24. Taps & Toilets

24.1 Homeflo can help with:

- a) Repairs to standard dripping or seized taps, and replacement of non-ceramic tap washers.
- b) If your tap[s] cannot be repaired, we may be able to replace them providing they are easily accessible, but you would be required to source and supply the taps.
- c) Standard toilets that are leaking, blocked, not filling, not flushing or overflowing, including standard mechanical parts that are available from major UK trade suppliers.
- d) If you have a standard toilet that requires non-standard mechanical parts or parts that are not readily

available from major UK trade suppliers and we are not able to replace them with standard parts, you are required to source and supply the parts for Homeflo to complete the repair.

24.2 Homeflo will not provide the Services in respect of:

- a) Electric toilets, saniflows and/or macerators;
- b) Non-standard toilets such as wall-mounted, concealed or pressurised toilets;
- c) Toilets that need to be removed to complete a repair or toilets that cannot be repaired and require replacing;
- d) Repairing or replacing sanitary ware - which is ceramic or other such as sinks, basins, baths or toilet bowls; or
- e) Accidental damage or anything other than fair wear and tear.
- f) Any tap or toilet that is non-standard or does not meet current regulations.

25. Security & Locks

25.1 Homeflo can help with:

- a) Boarding up broken external doors or windows if the Property is not secure;
- b) Broken locks on external doors and windows if the Property is not secure or the key has snapped off in the lock; or
- c) Gaining access to the Property if you are locked out due to lost, stolen or broken keys.

25.2 We will not provide the Services in respect of:

- a) Loss of keys if another set of keys exist;
- b) Electronic units that power garage doors; or
- c) Internal doors or windows.
- d) Any security device or lock that is non-standard or does not meet current regulations.

26. Roof Protection

26.1 We can help with:

- a) Supplying and securing a temporary tarpaulin sheet in the event of extreme winds (in excess of 55mph) which have directly caused damage to the tiled pitched roof over the Property resulting in water ingress.
- b) For health and safety reasons We can only attend roof jobs during daylight hours when the weather is dry and stable.

26.2 We will not provide the Services in respect of:

- a) Flat rooves or any rooves other than those of a tiled pitched construction over the Property;
- b) Temporary or permanent repairs to your roof; or
- c) Damage caused by anything other than extreme wind.

27. Pest Control

27.1 We can help with:

- a) Brown or black rats and house or field mice inside the Property; or
- b) Wasps and hornets' nests inside the Property, garden, outbuildings or garage.

27.2 We will not provide the Services in respect of:

- a) Pest infestations where reasonable hygiene measures have not been taken;
- b) Any damage caused by pests; or
- c) Removal of wasps or hornets' nests after they have been treated.

28. Waiver

28.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

28.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

29. Rights & Remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

30. Severance

30.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

30.2 If any provision or part-provision of this agreement is deemed deleted under clause 30.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

31. Entire Agreement

31.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

31.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

31.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

32. No Partnership or Agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

33. Our Contact Details & Opening Hours

Contact Details

Please write to Homeflo at:

Homeflo Ltd
71-75 Shelton Street, Covent Garden,
London,
United Kingdom,
WC2H 9JQ.
Please telephone us on: 0800 422 0124.

34. Opening Hours

34.1 For non-emergency assistance, we are open 9:30 am to 5:30 pm, Monday to Friday (except Bank Holidays).

34.2 Homeflo's aim is that its emergency support line (telephone 0800 422 0124) is open on a 24/7 basis for assistance, but there may be some times when the line is not available through no fault of our own.

34.3 If you have a complete loss of power as a result of a power failure originating at the grid, you should call 105 from your handset for assistance.

34.4 If you think you have a gas leak, you should call the free National Gas Emergencies number immediately on 0800 111 999.

35. Request a Repair

It is super-fast to request a repair online on a 24/7 basis. Simply visit our website, log in to your account, head to "Book a Repair", tick a few boxes and we will contact you as soon as possible. Alternatively, you can call our customer support line on 0800 422 0124.

36. Complaints Process

36.1 In order to make a complaint you can:

- a) Call us on: 0800 422 0124 Monday to Friday between 9:30 am and 5:30 pm (excluding Bank Holidays).
- b) Email us at: Complaints@Homeflo.co.uk ; or
- c) Write to us at: Customer Relations Manager, Homeflo Ltd 71-75 Shelton Street Covent Garden London WC2H 9JQ.

36.2 Your complaint will be processed in accordance with our complaints procedure which is available at www.Homeflo.co.uk/complaints.

36.3 If you have a complaint about Homeflo and/or the Services, please contact as soon as possible using the contact details set out above. Homeflo will acknowledge receipt of your complaint within two Working Days of receipt of your complaint. Homeflo's complaint handling team will treat your complaint seriously, investigate it and will respond in full within five Working Days. If you are not satisfied with our final response, or it has been more than eight weeks since Homeflo received your complaint and we have not responded, you may be able to complain to the Financial Ombudsman Service.

36.4 You can contact the Financial Ombudsman Service at the following address:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange
London
E14 9SR

Email: Financial-ombudsman.org.uk
Telephone Number: 0800 0234 567

36.5 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

37. Termination Notices

37.1 Any termination notice given to a party under or in connection with this agreement shall be in writing and shall be:

- a) If sent by post to Customer Relations Manager, Homeflo Ltd 71-75 Shelton Street Covent Garden London WC2H 9JQ..
- b) If sent by email to customerservice@Homeflo.co.uk .
- c) By telephone on 0800 422 0124.

37.2 Any notice shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

37.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37.4 This Agreement shall be governed and construed in accordance with the laws of England and Wales unless the Property is located in Scotland, in which case the law of Scotland shall apply. Any disputes arising between the parties arising out of or in connection with this Agreement or its subject or formation shall be referred to the exclusive jurisdiction of the courts of England and Wales.,

37.5 We comply with the General Data Protection Regulation. In accordance with the GDPR, We have published the privacy notice (available at www.homeflo.co.uk) which sets out how we collect and process personal information ("the Homeflo Privacy Notice"). The parties to this Agreement agree to comply with the terms of the Homeflo Privacy Notice.

HOURS OF OPERATION

MONDAY	9:30am - 5:30pm
TUESDAY	9:30am - 5:30pm
WEDNESDAY	9:30am - 5:30pm
THURSDAY	9:30am - 5:30pm
FRIDAY	9:30am - 5:30pm
SATURDAY	CLOSED
SUNDAY	CLOSED

Engineering Department: 24-hours, 7-days a week



71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ.



0800 422 0124 customerservice@homeflo.co.uk www.homeflo.co.uk