

SERVICE AGREEMENT

BETWEEN:

(1) Z P M property services is a company in the United Kingdom 38 Passmore Tinkers Bridge MK6 3DZ

WHEREAS:

- (1) The Service Provider Z P M property services Ltd provides to consumer clients and has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Business Day”	means any day other than a Saturday, Sunday or bank holiday
“Calendar Day”	means any day of the year;
“Deposit”	means an advance payment made to Us
“Month”	means a calendar month;
“Price”	means the price payable for the Services as fully detailed, Monthly and Annually via online website.
“Services”	means the services which are to be provided by Us to You
Making a claim	NEW CUSTOMERS Claims can not be made before 10 working days of cover has passed CUSTOMERS whom renew their policy can claim immediately, and before the inspection visit. <i><u>Under no circumstances can any customer use any external company for remedial works covered by us, and then claim money back from us. All covered callouts have to go through our company, our engineers have to complete the work.</u></i> No time frame can be given to remedy any fault, due to not having control over parts availability and delivery, however we will try our best remedy any fault within 24 hours.
“We/Us/Our”	means the Service Provider, ZPM Property Services Ltd, a company registered in England under 9286 161 of 38 Passmore, Tinkerd Bridge, MK6 3DZ
“You/Your”	means the Client
“Pre Repair”	Means (ppm) Planned preventive maintenance, repairing or replacing component before failure, this is not definite and will depend on the engineers judgement only, NOT the customers judgement.
2 Hours Free labour	Means you receive 2 hours labour free for not covered services ie, washing machine installation, shelf hanging, painting etc . You receive 2 hours per property covered. If you have multiple dwellings you can mix hours, ie 4 hours at one property, 2 hours at another. Minimum of 2 hours work. If you use 1 hour it will be deemed as 2 hours, above 2 hours multiples of 1 will be allowed . Land lords can use their hours at their own private property , even if this property is not covered under any policy. Please note the above is labour only, materials not included Means annual inspection including gas safety and boiler service, plumbing , drains , heating, controls. Visual Checks on all electrical sockets and switches., to be accepted and not fail the inspection your property has to be in reasonable working order.
Cover period	12 months from first monthly payment eg 12/10/16 – 12/10/17, this is stated at top left of the welcome message.
Fabrics	This means; carpets – curtains -Blinds – Wood/Laminate flooring – Tiled walls and floors etc
Allowance	Allowance Parts - £500.00 Labour - £Unlimited

1.2 Each reference in this Agreement 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 “this Agreement” is a reference to this Agreement and each of its Schedules as amended or supplemented at the relevant time
- 1.5 Each reference to a Schedule is a reference to a schedule to this Agreement.
- 1.6 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.7 Each reference to the singular number shall include the plural and vice versa.
- 1.8 Each reference to any gender shall include the other gender.
- 1.9 References to persons shall include corporations.

2. The Contract

- 1.1 This Agreement governs the provision of Services by Us and embodies the contract between Us and You. Before signing this Agreement, please ensure that You have read it carefully. If You are unsure about any part of this Agreement, please contact Us for clarification.
- 1.2 A legally binding contract between Us and You will be created upon our mutual acceptance of this Agreement, indicated by Us and You signing this Agreement.

3. Price and Payment

- 1.1 The company is not VAT registered.
- 1.2 Before We begin providing the Services, You will be required to pay the first monthly payment in advance all payments shall be set up through our website. Your cover then starts from the first payment date, your first payment date is the day you set up your plan through the website. However your inspection could fail resulting in cancellation, in this case you will be credited any monies taken. The inspection takes place within 10 working days of your first payment, *its your responsibility to book your own inspection*
- 1.3 In no circumstance will a refund be given upon cancellation, after the 14 day consumers rights act, the 14 day cancellation consumer rights act starts from the date of the first monthly or annual payment. Unless we breach the contract at this point you are able to cancel the contract. However you will not be refunded any monies from previous months because we have offered you a service for these months, you may think well I have not claimed, but if you did have a issue this would have been resolved.
- 1.4 The balance of the Price will be payable on a monthly or annual basis, in advance during the provision of the Services.
- 1.5 We accept the following methods of payment:
 - 5.a.1 Direct Debit
 - 5.a.2 Bank Transfer (Annual payment only)
 - 5.a.3 All major Debit/Credit Cards (Chip & Pin)
 - 5.a.4 We do NOT accept cash as a means of payment
 - 5.a.5 We do NOT accept clients setting up their own standing order due to the fact we cannot keep track of payments efficiently. We hope you understand how inefficient this method is.
- 1.6 If You do not make payment to Us by the due date as shown on the debit mandate, We may charge You interest on the overdue sum at the rate of 5% per annum. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.
- 1.7 The provisions 1.6 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

4. Providing the Services

- 1.1 We will begin providing the Services there after your first payment successfully. However please be aware you can only claim after your inspection which will be completed within 10 working days. If for what ever reason the inception is delayed further than 10 days, you may start claiming after this day.
- 1.2 We will continue providing the Services for 12 months . from the date of the first payment.
- 1.3 We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see section 7-1.1 for events outside of Our control.
- 1.4 If We require any information from You in order to provide the Services, We will inform You of this as soon as is reasonably possible. We may require information such as Appliance type, make, model and further information on your property. of nature and symptom of the occurring fault.

- 1.5 If the information You provide is delayed or incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information that You have provided We can not be held responsible for any damage to property or including physical and mental illnesses.
- 1.6 In certain circumstances, for example where there is a delay in You sending Us information required, We may delay repairs, you will be informed by email or telephone.
- 1.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform You in advance via telephone or text message.
- 1.8 If You do not pay Us for the Services as required, We may suspend the Services until You have paid all outstanding sums due. If this happens, We will inform You in writing. This does not affect Our right to charge You interest, this can be avoided providing you at least give a verbal notice of delayed payment.

5. Problems with the Services

- 1.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us as soon as is reasonably possible (You need to contact Us in verbal, email or writing).
- 1.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical. In emergency situations, such as those where vulnerable people living in Your property may be affected, We will use reasonable efforts to remedy problems within 24 hours. Any claims will be visited on the day of claim.
- 1.3 We will not charge You for remedying problems where the problems have been caused by Us, any of Our agents or employees or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information provided by You, We may charge You for time.
- 1.4 As a consumer, You have certain legal rights with respect to the purchase of services. We are, for example, required to provide the Services with reasonable care and skill. You also have remedies if We use materials that are faulty or incorrectly described. More information on Your rights as a consumer can be obtained from Your local Citizens Advice Bureau or from the Office of Fair Trading.

6. Liability

- 1.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of this Agreement or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable, or if caused by you.
- 1.2 We provide Services for domestic and private & small commercial use (or purposes). We make no warranty or representation that the Services are fit for large commercial, business or industrial purposes of any kind [(including resale)]. By entering into this Agreement, You agree that You will not use the Services for such purposes. 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.
- 1.3 If We are providing Services in Your property and We cause any damage, We will make good that damage at no additional cost to You. However this does **not** include making good access to resolve problems We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Services.

1.4 **We will not be liable for; which means you are Not Covered for;**

1. Power flushing (we still cleanse system with standard cleanser if necessary)
2. White goods accept
3. Septic tanks
4. Main water service pipe from outside stop tap to inside stop tap
5. Lead pipes
6. Showers, (thermostatic & Electric) Jacuzzi / hot tub/**Shower pumps**
7. Making good damage to building
8. Damage caused by fault to movable appliance or building fabrics or objects
9. Building/Fabrics/Subsidence/Structure
10. Flue liners
11. Discontinued Appliances, where parts are not available
12. REPLACEMENTS - Boiler, Fire, free standing Cooker, Cooker extract fan, Water Heater, unvented cylinder , **shower pumps**
13. Main drain under ground pipe (external)
14. Light Bulbs

15. Smart mirror / smart toilets

16. economy 7 switch gear

17. Heating – radiators – trvs – circulating pumps – heating controls – pipework -expansion tanks/vessels

18. Gas – Pipework -fixed oven – hob – Fires - Water heater

What you are covered for;

Replacements – Plumbing & Drains (only if necessary)

Vented cylinder – Pipework – Storage tanks – Taps – Sinks – Toilets - Baths – toilet seats Kitchen sink – bidet – immersions – traps – Strainers – washing machine hoses & valves – whole house pumps

Replacements - Electrics (if necessary)

Switches – Sockets – Spurs – Plugs – Light Pendants – Light Fittings – Mcb – Rcd – Ring main wiring – Extract pull switch – Extract fan (Bathroom only) – Fixed heaters – Fixed storage heaters - Immersion – Fixed oven – Fixed hob

Repairs Plumbing & Drains

Vented cylinder – Unvented Cylinder – Pipework – Storage tanks – Taps – Sinks – Toilets - Baths – toilet seats – Kitchen sink – bidet – immersions – traps – Strainers – washing machine hoses & valves - Blockages – timers – Whole house pumps

Repairs Electrics

Switches – Sockets – Spurs – Plugs – Light Pendants – Light Fittings – Mcb – Rcd – Ring main wiring – Extract pull switch – Extract fan (Bathroom only) – Fixed heaters – Fixed storage heaters – Boilers – Water heaters

- 1.1 Nothing in this Agreement seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, or for fraud or fraudulent misrepresentation).
- 1.2 Furthermore, nothing in this Agreement seeks to exclude or limit Our liability for the following with respect to Your rights as a consumer:
 - 2.a.1 Breach of Your right to title and quiet possession as implied by section 2 of the Supply of Goods and Services Act 1982;
 - 2.a.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982; and
 - 2.a.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

7. Events Outside of Our Control (Force Majeure)

- 1.1 We will not be liable for any failure or delay in performing Our obligations under this Agreement where that 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, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 1.2 If any event described occurs that is likely to adversely affect Our performance of any of Our obligations under this Agreement:
 - 2.a.1 We will inform You as soon as is reasonably possible;
 - 2.a.2 Our obligations under this Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 - 2.a.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 2.a.4 If the event outside of Our control continues for more than once We will cancel this Agreement and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible;
 - 2.a.5 If an event outside of Our control occurs and You wish to cancel this Agreement, You may do so in accordance with Your right to Cancel .

8. Cancellation

- 1.1 [You are free to cancel the Services and this Agreement without notice at any time before We begin providing them.] Once We have begun providing the Services, You cannot cancel the Services and this Agreement, unless your within the 14 day cancellation period, if cancellation occurs within the 14 days cancellation period you will be liable to pay for time and materials/parts used within this time.

You are ok to cancel if providing the remaining sum owed is paid in full there after the 14 day cancellation period. If You have made any payment to Us for any Services We have not yet provided. If We have provided Services 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

- 1.1** If any of the following occur, You may cancel the Services and this Agreement immediately by giving Us written notice. If You cancel because of Our breach, You will not be required to make any further payments to Us. However you will not be refunded for any previous month. You will not be required to give notice in these circumstances:
- You will not be refunded monies already paid due to cover we have already provided a service how ever no further charges will occur
- 1.a.1** We have breached this Agreement in any material way and have failed to remedy that breach within 20 working days of You asking Us to do so in writing or email; or
- 1.a.2** We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 1.a.3** We wish to change the terms of this Agreement to Your material disadvantage.
- 1.2** If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You [within 20 working days]. If We have provided Services 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.
- 1.3** If any of the following occur, We may cancel the Services and this Agreement immediately by giving You written notice. If You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You [within 20 working days]. If We have provided Services 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. We will not be required to give 20 working days notice in these circumstances:
- 3.a.1** You fail to make a payment on time as required (this does not affect Our right to charge interest on overdue sums or
- 3.a.2** You have breached the Contract in any material way and have failed to remedy that breach within 20 working days of Us asking we have the right to cancel your policy and invoice the total owed on the policy or
- 1.4** a breach of this 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.

9. Communication and Contact Details

- 1.1** If You wish to contact Us with questions or complaints, You may contact Us by telephone at **0800 772 0301** or by email at **heretohelp@zpmproperty.co.uk**.
- 1.2** In certain circumstances You must contact Us in writing. When contacting Us in writing You may use the following methods:
- 2.a.1** Contact Us by email
- 2.a.2** Contact Us by pre-paid post at Z P M property services Ltd, 38 Passmore, Tinkers Bridge, MK6 3DZ.

10. How We Use Your Personal Information (Data Protection)

- 1.1** All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 1.2** We may use Your personal information to:
- 2.a.1** Provide the Services to You.
- 2.a.2** Process Your payment for the Services.
- 2.a.3** Inform You of new products and services available from Us. You may request that We stop sending You this information at any time.
- 2.a.4** In certain circumstances (if, for example, You wish to pay for the Services on credit)
- 2.a.5** We will not pass on Your personal information to any other third parties

11. Other Important Terms

- 1.1** We may transfer (assign) Our obligations and rights under this Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under this Agreement will not be affected and Our obligations under this Agreement will be transferred to the third party who will remain bound by them.
- 1.2** You may not transfer (assign) Your obligations and rights under this Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 1.3** This Agreement 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 this Agreement.
- 1.4** If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

- 1.5 No failure or delay by Us or You in exercising any of our respective rights under this agreement means that such right has been waived, and no waiver by Us or You of a breach of any provision of this Agreement means that either Party will waive any subsequent breach of the same or any other provision.

12. Governing Law and Jurisdiction

- 1.1 This Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 1.2 Any dispute, controversy, proceedings or claim between Us and You relating to this Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.