



## **Home Emergency & Maintenance Repair Services**

### **Term and Conditions**

1. **Home Emergency & Maintenance Repair Services** reserves the right to terminate any service agreement where there is evidence that the service is being abused or where it becomes apparent that a household or business premises represents a disproportionately high risk liability.
2. failure to pay subscription premiums by the due date shall automatically cancel the Emergency & Maintenance Repair Service Agreement with effect from midnight on the due date.
3. for households with more than 5 bedrooms or with apparent above-average risk liability, the premium payable will be assessed according to the recommendations made by one of our inspectors after a survey of the premises is carried out.
4. the premium payable for business premises will be assessed and may be adjusted according to the recommendations made by one of our inspectors after a survey of the premises is carried out.
5. the benefit of service cover can be transferred from one address to another. A transfer will not be valid until a completed amendment form is submitted to us and is endorsed. Request must be received by **Home Emergency & Maintenance Repair Services** at least 5 working days before transfer of the benefit is required.
6. cover will only be applicable once per job.
7. **Home Emergency & Maintenance Repair Services** shall not be liable to provide a second attendance by an alternative tradesman in cases where the first tradesman's professional opinion is that the job is beyond reasonable competence to be fully repaired at the given time due to practical restrictions such as unavailability of parts and materials required at the particular time.
8. **Home Emergency & Maintenance Repair Services** shall not be liable for the inability to provide maintenance or repair services in cases where normal means of telecommunication services are out of order, such as for example, failure of telephone services and where the failure or reinstatement of such services is beyond **Home Emergency & Maintenance Repair Services'** control.
9. **Home Emergency & Maintenance Repair Services** and its representatives will not be liable for any damage caused while gaining access to a home or business, resulting from an attempt to prevent, rectify or limit any further damage occurring.
10. the householder/occupier shall be liable for the cost involved if, having requested our attendance, the householder/occupier is not in the premises when our representative arrives.
11. if a service agreement is terminated by request of the householder/occupier prior to the next renewal date, a pro-rata refund will become available.
12. in the event that the householder/occupier requests additional repair works, and the related costs exceed the emergency repair cover provided by the Emergency & Maintenance Repair Services Agreement, the householder/occupier will be required to pay the excess over and above the amount covered by the agreement.
13. in cases where the cost of the additional repair works carried out, as referred to in Para. 12, is in excess of the amount covered by the Emergency & Maintenance Repair Services Agreement, and the excess amount is due by the householder/occupier, payment will fall due within 7 calendar days from the date of the invoice. Amounts outstanding for more than 30 days will incur an interest of 2% above the current base rate.



14. in the event of a householder/occupier making a false declaration on the application for cover or providing incorrect information to our representatives when requesting emergency, maintenance or repair assistance, the householder/occupier shall be liable for all costs incurred resulting from such false declaration or incorrect information and be liable for prosecution.

15. the householder/occupier will use reasonable care and maintain the home/business premises in good state of repair.

16. In the event that it becomes apparent that the emergency attended to could have been avoided if the matter had been reported as a maintenance job in an earlier report, thus avoiding the emergency, **Home Emergency & Maintenance Repair Services** reserves the right to invoice the householder/occupier for the cost of the repairs.

#### PROCEDURES IN CASE OF EMERGENCY - REQUESTING ASSISTANCE

First ensure that the circumstances represent a genuine emergency requiring urgent attention and is covered under the Statement of Cover. (The cost of non-urgent call outs will be met by the homeowner/occupier). Having done this you should proceed to make safe the area affected, by adhering to the procedures shown to you by our representative when visiting the premises at the outset or on your renewal. Then call us stating your name, address, contact details and Certificate of Cover number and provide us with details of the emergency. Remember that by adhering to this procedure you will not have to pay out-of-hours fees as, depending on circumstances, the works can be effected the next working day at no charge to you.

Emergency calls received after hours will be relayed to our duty supervisor who will contact you and request further details as necessary. He will either assist personally or arrange for one of our on-duty tradesman to attend the emergency or indeed arrange for a tradesman to attend the following morning if matter not deemed an emergency.

After hours fees are for members only !

#### Definitions

**Home Emergency and Maintenance Repair Services** - a subsidiary company of Home (Holdings) Company Ltd, registered in Gibraltar No. 45639 with registered office at Suite 41/42, Victoria House, 26 Main Street, Gibraltar.

"Home" - a private residential unit, as stated in the application form, consisting of 5 bedrooms or less, situated in Gibraltar unless otherwise stated, used for residential purposes only, excluding any outside annex, outbuilding or garage.

"Business" - premises named, as stated in the application form, used for administrative, commercial or industrial purposes only, situated in Gibraltar unless otherwise stated and excluding any outside annexes, outer buildings or garages, unless otherwise stated.

"Householder/occupier" - the person named in the application form and any other authorized person(s) living in the home or in charge of the premises.

"Maintenance" - a situation which, unless attended to, would progressively turn into an emergency:

- cause damage or further damage to the home/business or premises
- create unreasonable risk, difficulties or discomfort to the homeowner/occupier
- render the home or business premises unsafe or insecure



"Service" - all attempts made by our representatives to prevent, limit or rectify any damage occurring to the home/business premises.

"Period of cover" - as set out in the Certificate of Cover, copy of which will be sent to the householder/occupier after the application has been accepted and endorsed.

"Building insurance" - a valid policy of building insurance put in place by the householder/occupier, or by the landlord, in relation to the home/business premises and in full force and effective on the date the maintenance service is required

### **1. The Cover Provided**

***Home Emergency & Maintenance Repair Services*** will provide all year round maintenance cover which will include free call out and a maximum of 4 hours free labour while the cover is in force from 9am to 5pm Monday to Friday. Any extra hours will be charged at £15.00 per hour and £8.00 per half hour.

Free call out, after hours from 5pm to 9am, Monday to Friday, Saturday, Sunday and all Public Holidays but the hourly charge for after hours will be £25.00 per hour while the cover is in force.

Materials will be invoiced separately.

#### **1. The contract covers:**

- 1.1 plumbing, drainage, electrics, carpentry, masonry and minor painting touch-ups.
- 1.2 free advice regarding any aspect of building maintenance or insurance claim.
- 1.3 checking of all your plumbing and electrical installations and providing advice on any repairs deemed necessary to make your house safe and in good working order. We will carry out the required repairs at no cost to you in accordance with the contract's Terms & Conditions. You will only pay for materials. We will identify the location of all the fuses and stopcocks and explain what to do in the event of a potential problem/emergency that may occur after working hours or at weekends so that you can make your house safe until our tradesman arrives or until the next working day, depending on the circumstances.
- 1.4 emergencies occurring after hours. Procedures should be adhered to and the premises made safe in accordance with the advice given at the outset or during the last maintenance check. By calling our main number, 20043999, you will have the option to either leave a message with your name and contract number and we will contact you first thing the following working day OR in the case of an emergency, you can call the duty supervisor (number will be available in the recorded message) and he will assess the situation and either attend personally or arrange for a duty tradesman to attend the premises.

#### **2. Not covered by our contract:**

- 2.1 any solar heating, septic tanks and any other household appliance or business equipment.
- 2.2 any system or item which has not been properly installed, properly used or repaired.
- 2.3 incidents arising after the household/premises have been left unoccupied for more than 21 consecutive days.
- 2.4 any kind of consequential loss, wilful act or omission by the householder/occupier.
- 2.5 the cost of providing maintenance repairs in respect of roofing unless suitably protected by a building insurance
- 2.6 the interruption of public utility services such as electricity and water supply or claims arising from the interruption of such services.
- 2.7 any repairs to any works or items which are or should be protected by its guarantee.