

N. Leonardi Ltd

Terms and Conditions for District Heating Service & Maintenance Plans

These Terms and Conditions are a legal document that will bind us both. We've tried to make them both clear and fair, but if there is anything you don't understand or are unsure about, please discuss it with us before applying for your Plan.

1) Definitions

- a. 'Brochure' refers to the latest version of our Service and Maintenance Plans brochure, as amended by any information we supply to you before or after you apply for your Plan.
- b. 'Fees' means the fees payable to us by you for the provision of the Works.
- c. 'Plan' means whichever service and maintenance plan you are a member of at the relevant time, as described in the Brochure.
- d. 'Works' means the works to be carried out by us in accordance with your Plan.

2) Inclusions and Exclusions

- a. A definitive list of what is and is not included in each Plan is set out in the Brochure.
- b. In addition to the exclusions contained mentioned in the Brochure, however, the following exclusions apply to **all** Plans:
 - i) Maintenance cover for pipes that are encased by, or lie underneath, concrete.
 - ii) Damage or faults caused by a third party, other than one of our approved sub-contractors.
 - iii) Intentional damage to your equipment or services.
 - iv) Damage or faults that are covered by any other insurance policy you hold.
 - v) Damage or faults caused by snow, ice, frost and other extreme weather events and conditions, such as lightning, earthquake or hurricane.
 - vi) Anything for which you are not legally responsible, such as pipes and cables located outside your property's boundary.
 - vii) Damage or faults caused by fire, explosion, subsidence or structural repairs.
 - viii) Damage caused whilst your home was unoccupied for four weeks or more.
- c. If we need to access pipes or wires behind built-in units or appliances, we might ask you to arrange for these to be removed before we start work and replaced when we finish. This removal and replacement will be at your own cost and risk.
- d. Plans do not include the cost of arranging or paying for any necessary redecoration of your room where we need to access pipes or wires buried inside a wall. However, we will make all reasonable efforts to limit mess, and we will make the surface good afterwards to a flat plaster finish.
- e. If we need to access pipes or wires that are under a floor, we will re-lay any disturbed floorboards. However, Plans do not include the cost of re-laying your carpets or other floor-coverings, or for replacing them if we cannot lift them without damaging them.

3) Carrying Out The Works

- a. We will use all reasonable endeavours to carry out the Works and to attend your premises in accordance with any time schedule or response times set out in the Brochure or otherwise agreed with you. However, unforeseeable circumstances (e.g. extreme weather conditions or the unavailability of genuine, new, spare parts from approved suppliers) may cause delays for which we cannot be held responsible and so no warranties can be given regarding time frames.
- b. We will use all reasonable care and skill in providing the Works and, except whilst Fees which are properly due remain unpaid, will rectify any faults in them that you notify us of 12 months of their completion. We will also provide you with reasonable assistance in making valid claims under any warranty provided by the manufacturers of equipment we supply to you in the course of providing the Works. Please note, however, that if any fault, upon investigation, can be shown not to be due to either our faulty workmanship or any fault in any materials that we have used, then we reserve the right to charge you for the time spent in investigating and rectifying the matter at our then current rate for such services, plus all reasonably incurred out of pocket expenses.
- c. You must ensure that from the date we have agreed to begin the Works until they have been completed, we have unimpeded, safe access to the site where we are to carry out the Works at all appropriate times. Any wasted visits due to us being unable to gain access to your home or equipment will be chargeable at our normally hourly rates in addition to the Fees.
- d. Where the Works require us to disconnect the power supply to some or part of your property for a period of time, we will try to give you notice of the disconnection so that you can ensure that all computers and other sensitive equipment are properly shut down prior to the disconnection, to avoid any damage or loss of data. We will not be responsible for any losses incurred as a result of a planned disconnection where we have made reasonable endeavours to give you notice.

4) Stopping Works and/or Cancelling a Plan

- a. We will be entitled to cease the Works immediately if we discover asbestos at your property and will not be obliged to re-commence the works until we are reasonably satisfied that it is safe for us to do so.
- b. When we carry out any Works, we may recommend that additional work is carried out to improve the performance of your systems, reduce the risk of future malfunctions or ensure continued compliance with current safety regulations. These additional works are not compulsory. However, the safety regulations applying to the use of gas appliances do change quite regularly and we are obliged to implement them. Accordingly, if you choose not to follow our recommendations and we reasonably believe that your equipment is unsafe, we may be required to disconnect it (with your approval), or notify the National Grid, for your own safety. Further, if we believe that failure to comply with our recommendations will expose us to unreasonable risks in terms of future call-outs, we will be entitled to withhold providing further Works to you unless and until the recommended additional works have been carried out either by us or to our satisfaction.

- c. If there is any delay in payment of the Fees, we will be entitled to withhold providing any remaining Works (without penalty) until such time as payment is made.
- d. You are free to cancel a Basic Plan at any time as there is no minimum contract period and no cancellation fee. However, no refund of payments made will be payable unless the cancellation is made under paragraph 4e below. Extended and Ultimate Plans are subject to a minimum 2 year tie-in period, meaning that they cannot be cancelled during that time, except under paragraph 4(e) below. To cancel, please email us at info@nleonardi.co.uk or write to us at 7 Kirkland Close, Sutton – In – Ashfield, Nottinghamshire, NG17 5HJ.
- e. If you cancel your Plan within the first 14 days of your membership of it then, provided you haven't called us out to do any work under it, we will refund in full all sums paid by you under that Plan. To cancel, please use the form below or just email us at info@nleonardi.co.uk
- f. We may terminate your Plan at any time, without liability, by giving you notice in writing, if you:
 - i) Threaten or abuse, or allow any other person to threaten or abuse, any of our staff or sub-contractors in any way – either verbally or physically – or behave in any other unreasonable manner towards our team; or
 - ii) Fail to pay any Fees due to us, on time, on more than one occasion.
- g. As we approach the end of each year of your Plan (but no earlier than the end of any minimum tie-in period), we will review the Fees for your plan and advise you of any increase in them and of any other changes to the terms set out in the Brochure. We will then invite you to renew your Plan - but you will not be obliged to do so. If there are any increases to your Fees or other changes, we will then invite you to renew your Plan - but you will not be obliged to do so. Otherwise, your Plan will automatically renew without you having to take any action.

5) Risk and Limitations on Liability

- a. Despite regular servicing, equipment sometimes fails, and this can damage other items in your home. We cannot cover the cost of repairing or replacing these items unless the equipment covered by your Plan failed because we did not service or maintain it properly.
- b. To the extent permitted by English law, our total liability to you for negligence or breach of contract is limited to a sum equivalent to the Fees paid by you.
- c. For the avoidance of doubt, this paragraph 5 is not intended to exclude or limit our liability for death or personal injury caused by our negligence and nothing in these Terms affects your statutory rights as a consumer.

6) General

- a. These Terms and Conditions, together (as applicable) with the Brochure and your application form for your Plan, (which you confirm contains accurate information) represent the entire agreement between us and replaces any prior written or verbal agreements. Any amendment to these Terms and Conditions must be agreed in writing by us both.
- b. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please ask to see a copy of our Privacy Notice.
- c. If any provision of these Terms and Conditions is legally incapable of being enforced, it will automatically be replaced by an alternative provision that achieves, so far as is practical, the objectives of the original provision.



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Cancellation form

To N. Leonardi Ltd:

I/We hereby give notice that I/We cancel my/our contract for the following Service/Maintenance Plan*

Name of customer(s)*

Address of customer(s)*

Signature of customer(s) (only if this form is notified on paper)

Date*

* Complete as appropriate.