

ProtectionPlus⁺

Manage your home
maintenance bills
with one small
monthly payment

Range Of Services



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Thank You

Thank you for choosing ProtectionPlus by RBHM Limited, A new and affordable way to manage your home maintenance bills. We have designed these packages to be clear and cover almost every problem that may arise within your home. With no hidden charges and contracts that cover far more than any competitor we are providing an extremely high level of service for a very affordable price, giving you peace of mind knowing we are just a phone call away.

01344 830 030
info@rbhm.co.uk

Annual Boiler Service (Level 1-6)

As part of your contract we offer you a free annual boiler service to ensure the safety of your appliance, Giving you peace of mind and keeping you warm and with hot water throughout the year.

An annual boiler service includes:

- ✓ Checking safety devices on the boiler
- ✓ Pressure testing and gas rating the appliance
- ✓ Inspecting seals
- ✓ Inspecting the heat exchanger and burner
- ✓ Ensuring the appliance is free from water leaks
- ✓ Cleaning condensate traps
- ✓ Inspecting water seals
- ✓ Testing working pressure
- ✓ Inspecting the combustion chamber
- ✓ Checking ignition
- ✓ Checking the fan and other moving components
- ✓ Checking flue integrity
- ✓ Inspecting combustion chambers
- ✓ Looking for signs of corrosion
- ✓ Keeping you up to date with current regulations and standards
- ✓ Ventilation inspection

Boiler and controls (Level 2-6)

We have provided a list below that shows you exactly what is covered under your agreement for repair or replacement of parts and cost of labour

- ✓ A single Boiler (Natural Gas or LPG) unit on your property, designed for home use and has a heat output of less than 70kw
- ✓ £4 supplement for boilers outside of warranty
- ✓ Central heating pump
- ✓ Central heating programmer
- ✓ Room thermostat
- ✓ Cylinder thermostat

Central Heating Cover (Level 3-6)

There will be an additional charge for each additional heating zone valve and under floor heating controls.

- ✓ All Central heating pipe work
- ✓ Radiators (excluding towel rails and designer radiators)
- ✓ Feed and expansion tank
- ✓ Radiator valves
- ✓ Expansion vessels
- ✓ Filling loops

Plumbing Cover (Level 4-6)

- ✓ Pipework from the mains internal water stop cock onwards
- ✓ Toilet siphons
- ✓ Ball valves associated with cold water supply
- ✓ Gate valves associated with plumbing pipework
- ✓ Cold water storage tank
- ✓ Tap washer including ceramic providing we can identify the make and model and we are able to get spares from the manufacturer
- ✓ Secondary hot water pump
- ✓ Immersion heater
- ✓ 1x hot water cylinder (including unvented or open vented)

Drainage (Level 5-6)

- Drain pipes within the dwelling for blocks and leaks
- Traps for blockages and leaks
- Pop up plugs

Electrical Cover (Level 6-6)

- ✓ Down lights
- ✓ Down light transformers
- ✓ Electrical wiring within the dwelling
- ✓ Fuse boards and fuses
- ✓ Plug sockets
- ✓ Fused spurs
- ✓ Bathroom pull cord switches

Gas Installations (Level 6-6)

- ✓ Gas pipe work from the gas meter onwards will be covered for leaks
- ✓ Gas valve tap (excluding gas meter tap and gas taps integral to gas appliances)

Creating access

- ✓ Some repairs may require creating access, for instance wood floors, tiles, floor boards or carpets may be in the way and these will need to be removed before work can commence. You will be required to confirm in writing to our engineer whether you want this done. Only floor boards will be reinstated after completion of the work. If you do not want our engineer to create access we will be unable to progress your claim until you have arranged for access to be made.
- ✓ We will spend up to half a day to make access to buried pipes and wiring.
- ✓ We will level surfaces after making access. However we will not bring back to the original surface. For example, we will screed a surface but we will not replace tiles or any other surface damaged. Any additional work will be chargeable and a quotation will be provided
- ✓ We will not include the repairing of faults or damage caused by subsidence, structural repairs, accident, fire, flood, lightning, storm or freezing weather conditions. Please ensure you have adequate cover for these risks.

Spare Parts

- ✓ We will only use genuine approved parts
- ✓ Parts replaced may not be of the same manufacturer but will be of a similar standard.
- ✓ We will fit standard replacement parts unless you supply us with an alternative. For example custom taps or custom radiators.
- ✓ In the event of spare parts no longer being available for your boiler and we are unable to repair, we will give you a quote for replacing a boiler. Please note, the cost and installation of a new boiler is not included as part of this contract.

Landlord inspections (cp12)

- ✓ As part of your contract with us we provide landlords with a free landlord certificate on the boiler and gas installation of the property.
- ✓ Each appliances will be charged at a rate of £2 per month per appliance.
- ✓ Inspections will take place at the same time as the annual boiler service.

General exclusions

Any item not forming part of your contract coverage as detailed in the pages 3-7 unless confirmed by RBHM Ltd.

- × Any parts not supplied and chosen by us.
- × Custom parts e.g. radiators supplied by you will be fitted but not guaranteed
- × The cost of any work carried out by you or 3rd party persons without prior authorisation from RBHM Ltd
- × Repairs or replacements due to changes in legislation or health and safety guidelines
- × Out building and separate properties are not covered under any of these contracts unless stated in your contract. Additional charges apply for separate buildings
- × Repairing your boiler if the boiler is within the boiler manufacturers warranty. A £4 supplement per month is required to cover parts and labour repairs to boilers not covered under boiler manufacturer warranties.
- × Swimming pools and any plumbing or heating to do with the swimming pool will not be covered
- × Making good of surfaces after gaining access to carry out a repair is not covered and will be chargeable
- × We will not make access or work in an area suspected to contain hazardous materials such as asbestos
- × Water leaks through grout, tiles, silicon or any other surface will not be covered under this contract
- × Upgrades will be chargeable work. We will not carry out work to bring your current property up to building regulations.
- × Repairing or replacing flues including the flue terminal if over 1 metre in length.
- × Repairing or replacing flues including the flue terminal for any open flued appliances.
- × Third party damage will not be covered under this contract
- × Normal day-to-day maintenance items for which you are responsible i.e. thermostat controls, programmable timers, topping up system pressure or battery changes.
- × Any losses incurred by you such as time off work or extra cost for heating your home.
- × No claims can be made within the first 14 days of signing up.
- × Risks normally insured under household or other insurance.
- × Faults caused by limescale, dirty water/sludge or lime scale.
- × Commercial products such as commercial central heating pumps
- × Any source of electrical heating
- × WiFi routers and WiFi connection faults
- × Underfloor heating systems including manifolds and pipework or items associated with underfloor heating
- × Water softeners
- × Any other type of pump except for the central heating pump, for example but not limited to: Pressure boosting pumps, Macerators, Shower pumps
- × Replacement of taps and showers
- × Steel pipework and pipes
- × Frozen pipes which have not resulted in confirmed damage
- × Drains outside of the dwelling
- × Repairing or unblocking drains shared with another properties
- × Light fixtures, lamps (light bulbs), flood lights
- × Electrical appliances
- × Accidental damage to the main electrical consumer unit or fuse box
- × Rubber or lead covered cabling
- × Power cables between your home and any detached outbuildings on your property
- × Replacing or topping up your system inhibitor unless we've removed it
- × Repairing or replacing the main supply up to the fuse box
- × Recurring faults caused by pests
- × Alarm devices and equipment
- × Electric gates & garage doors
- × Waste water pumps and sink macerators
- × Any components (included gas taps) within any gas appliance other than the 1x gas boiler.
- × Any source of solar heating or power
- × Maintaining or working on glycol filled systems
- × Any external pipework including the mains supply to the dwelling
- × Water quality test and treatment

Points of Note

- ✓ We/Us/Our refers to RBHM Ltd Royal Berkshire Home Maintenance and ProtectionPlus
- ✓ You/your: The person who has the benefit of this contract.
- ✓ We reserve the right to amend the terms and conditions at anytime.
- ✓ Any changes to the terms and conditions will be provided with 30 days notice.

Making A Claim

Any gas leak must be always be reported to the national gas emergency services on **0800 111 999** before contacting us. This is not an emergency service; it is at our discretion to visit outside of the business hours.

Please contact us on **01344 830 030 Monday-Friday 8am - 4pm** or email info@rbhm.co.uk

Safe Working Practice

As a company, we follow the HSE health and safety at work act 1974, this is to ensure safety for you the customer, our engineers and your property. We apologise in advance for inconvenience this may cause.

Jobs Of Long Duration

For jobs that will take more than 2 hours to complete, we cannot guarantee a first day fix.

Jobs of long duration will be booked in the first available time slot. We do apologise in advance for any inconvenience this may cause.

Access To Properties

When booking an appointment with RBHM LTD we offer every customer a 4 hour time slot which will be either am or pm. An engineer will call you half hour prior to arrival. There must be somebody over the age of 18 at the property when the engineer is on site. We do ask that pets are to be kept in a safe place, away from our work environment. This is for the pets safety and our engineers safety.

RBHM Limited General Terms and Conditions of Supply of Goods and Services for ProtectionPlus.

The Customer's attention is particularly drawn to the provisions of clause 12.

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the terms set out in the ProtectionPlus Offer.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Deliverables: the deliverables set out in the Order.

Delivery Location: has the meaning set out in clause 4.2.

Fixed Period: means the period of 12 months from the commencement of the Contract in which the Customer is locked into the Contract.

Force Majeure Event: has the meaning given to it in clause 14.1. **Goods:** the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the supply of Goods and/or Services, as set out [the Customer's purchase order form **OR** overleaf **OR** the Customer's written acceptance of the Supplier's quotation **OR** in the Customer's purchase order form, or the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be].

ProtectionPlus and Premium ProtectionPlus: A maintenance contract for a monthly fee fixed for 12 months.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: RBHM Limited registered in England and Wales with company number 08913138.

1.2. Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its [personal representatives,] successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes [and e-mails].

2. BASIS OF CONTRACT

2.1. The Order constitutes an offer by the Customer to purchase ProtectionPlus in accordance with these Conditions and the ProtectionPlus offer.

2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.

2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 15 Business Days from its date of issue.

2.7. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

3.1. The Goods are described in the Supplier's job report.

3.2. The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other [reasonable] professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3. The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1. The Supplier shall ensure that:

(a) each delivery of the Goods is followed by a job report which shows the

date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2. The Supplier shall deliver the Goods to the Customer at their home or office in the case of a commercial customer (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a **Force Majeure Event** or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that a **Force Majeure Event** causes such failure the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.6. If the Customer fails to accept or take delivery of the Goods within 5 Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a **Force Majeure Event** or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7. If 5 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8. The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1. The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**),] the Goods shall:

- (a)** conform in all material respects with their description
- (b)** be free from material defects in design, material and workmanship; and
- (c)** be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2. Subject to clause 5.3, if:

- (a)** the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- (b)** the Supplier is given a reasonable opportunity of examining such Goods the Supplier shall, at its option, repair or replace the defective Goods.

5.3. The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a)** the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b)** the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c)** the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d)** the Customer alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

(f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 5.2.

6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title to the Goods shall not pass to the Customer until

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3. Until title to the Goods has passed to the Customer, the Customer shall:

- (a)** store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b)** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c)** maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d)** notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(m); and
- (e)** give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7. SUPPLY OF SERVICES

7.1. The Supplier shall provide the Services to the Customer as set out in its ProtectionPlus in all material respects.

7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

8.1. The Customer shall:

(a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services; and

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

8.2. If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. CHARGES AND PAYMENT

9.1. The Customer will pay a fixed monthly fee for ProtectionPlus as agreed with the Supplier for a Fixed Period of 12 months from the date the Contract commences.

9.2. If the Customer cancels the Contract within 14 days of the start of the Contract the Customer will receive a full refund unless the Supplier has carried out work for the Customer. If the Supplier has carried out any work then the Supplier shall charge for the work (Goods and Services) that has been carried out.

9.3. The charges for Goods and Services shall be on a time and materials basis:

(a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates;

(b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 worked on Business Days;

(c) the Supplier shall be entitled to charge an overtime rate of 8 per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.3(b); and

(d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

9.4. The Supplier reserves the right to:

(a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12- month period. The Supplier will give the Customer written notice of any such increase 1 month before the proposed date of the increase;

(b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

9.5. The Customer shall pay monthly on 1st of each month.

9.6. The Contract will renew automatically each year unless cancelled.

9.7. The Supplier reserves the right to increase its standard monthly fees for ProtectionPlus and Premium ProtectionPlus. Monthly fees are reviewed annually and are increased based on usage, future risk and type of equipment used.

9.8. The Customer will be notified of any price increase 14 days before the renewal of the Contract.

9.9. If the Customer breaches the Contract, for example cancelling the contract mid-term, it must pay each invoice submitted by the Supplier:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

9.10. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

9.11. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclay's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.12. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as

required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Supplier shall own all Intellectual Property Rights in or arising out of or in connection with the Services.

10.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

10.3. All Supplier Materials are the exclusive property of the Supplier.

11. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

12. EXCLUSIONS AND LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987.

12.2. Subject to clause 12.1:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed its insured

12.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4. The Supplier excludes those Goods and Services described more particularly in its ProtectionPlus brochure from the Contract.

12.5. For the avoidance of any doubt the replacement of a boiler or unit is excluded from this Contract.

12.6. This clause 12 shall survive termination of the Contract.

13. TERMINATION

13.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than two weeks' written notice following the end of the Fixed Period and thereafter.

13.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 10 days after receipt of notice in writing to do so;

(b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the

meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply];

(c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

(e) the other party (being an individual) is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

(h) the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(b) to clause 13.2(i) (inclusive);

(k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

(l) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

(m) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

13.4. Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

13.5. On termination of the Contract for any reason other than is set out in 13.1 above

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return all of the Supplier Materials and any Deliverables that have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(d) clauses that expressly or by implication have effect after termination shall continue in full force and effect.

14. FORCE MAJEURE

14.1. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

14.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 4 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. GENERAL

15.1. Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2. Notices.

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9 am on the second Business Day after posting .

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3. Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

(b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6. Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

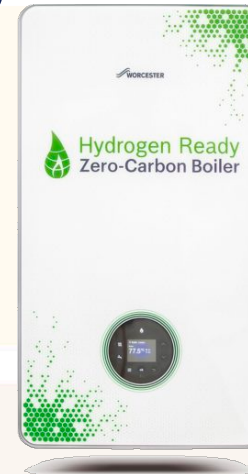
15.8. Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9. Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non- contractual disputes or claims).

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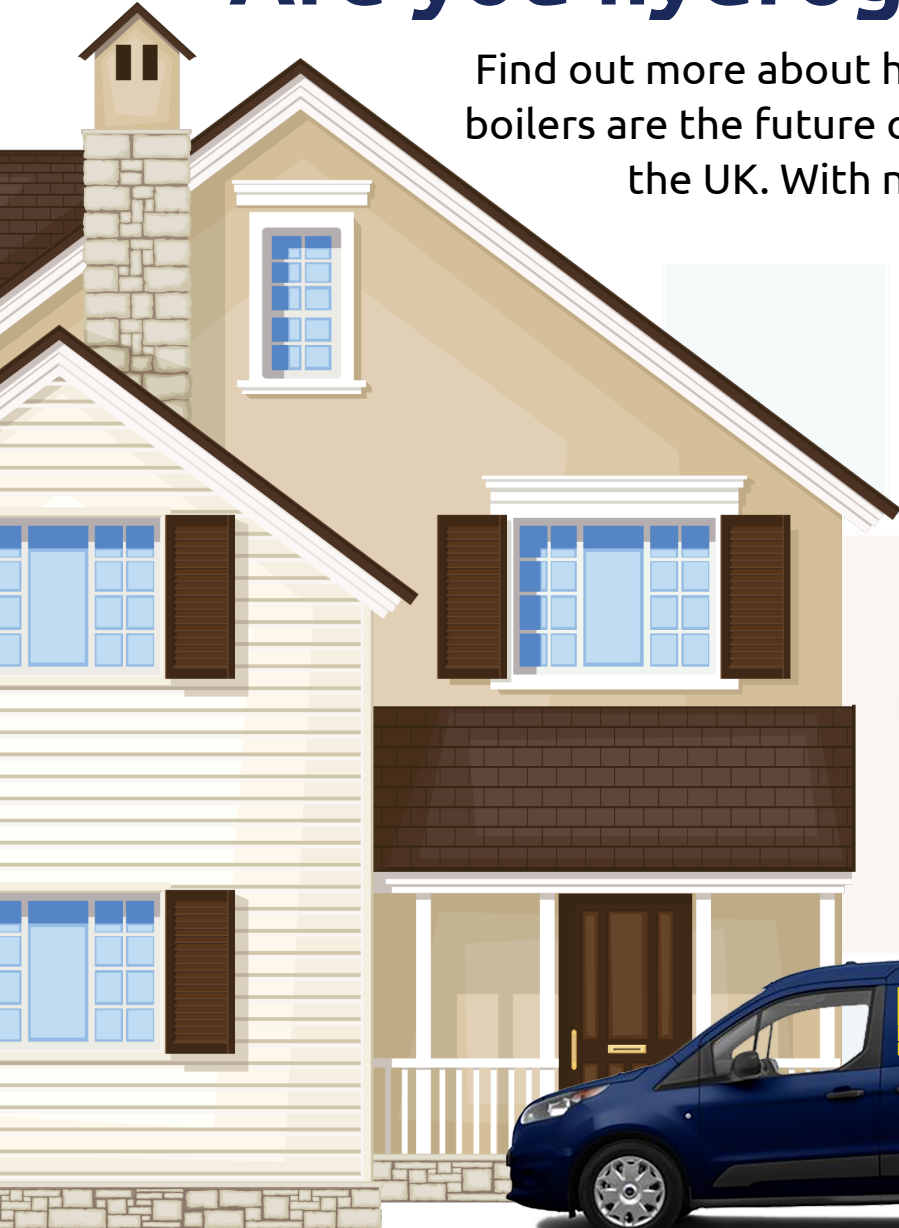
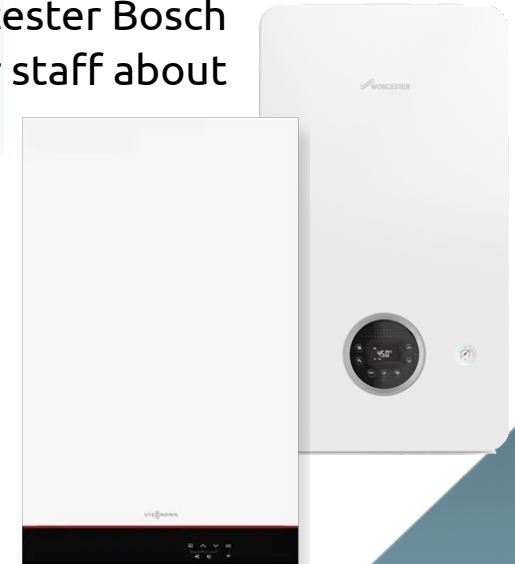
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