

LDA Care Plans Terms and Conditions

LDA Group

These terms and conditions explain exactly what the LDA Care Plan agreements do and don't cover, along with what to do if you want to make a claim, change or cancel your agreement, and of course what to do if there is a problem.

Please ensure that you read through this document thoroughly, so you fully understand exactly what is covered and what is not, what your obligations are to us and what our obligations are to you when you take out one of our Care Plans.

Our Care Plans are not insurance policies, contracts of insurance or guarantees.

We are LDA Group Plumbing and Heating Limited, a company registered in England and Wales. Our company registration number is 14058895 and our registered office address is at Amber Court, William Armstrong Drive, Newcastle upon Tyne, NE4 7YA. If you have any questions about this contract either now or in the future, then please telephone us on **0800 861 1685** or send us an email to **info@ldagroup.co.uk**

When do you have an agreement with us?

The agreement begins on the date you sign up and set your direct debit up. By signing our agreement to take out one of our Care Plans, a legally binding contract is formed, and you are accepting these terms and conditions.

Can I cancel my agreement?

Each of our LDA Care Plans come with a 14-day cancellation period. You may cancel your agreement at any time within this period and receive a full refund of any monies which you have paid.

If you wish to cancel during this period, you may do so by contacting our office on **0800 861 1685**, or via email to **info@ldagroup.co.uk**

If you cancel your agreement after the 14-day cancellation period, you will be liable to pay us for the whole yearly price of your chosen LDA Care Plan.

Can LDA Group cancel my agreement?

We may cancel the agreement with you if you do not:

- make any payment to us when it is due, and you still do not make payments within 3 days of us reminding you of this.
- within a reasonable time of us asking you to comply with any of your obligations under your agreement.

If we cancel your agreement in the above circumstances, then you will have to pay us reasonable compensation for the net costs that we incur as a result of you breaking your agreement.

We reserve the right to cancel your agreement at any time, by confirming to you in writing.

How long is the agreement?

Your agreement is for a minimum 12-month term.

How do I renew my agreement?

After the 12-month period your agreement will automatically renew on an annual basis until you ask for it to be stopped.

Upon renewal (at the end of each 12-month contract) we reserve the right to change the amount of your subscription contract. This may increase depending on how many claims have been made and the age of your appliance/system, which is covered.

If your contract fee is changing, we will notify you before the minimum term ends to advise you on your renewal price and allow you to cancel.

We reserve the right to decline the renewal of your Care Plan.

Are there any excess payments?

Excess payments are only included in the **LDA Care** plan only, they are not included in the **LDA Ultimate** Care plan, the **LDA Platinum** Care plan, the LDA Elite plan or the **LDA Prestige** plan,

The LDA Care plan requires you to pay an excess payment and this payment must:

- Be paid to us in full before our engineer visits your property
- Be paid in full every time a claim is made

You are not required to pay an excess payment for your boiler service, which is included in your agreement.

What happens when I take out an LDA Care plan?

Initial inspection

Once any Care Plan is purchased, we will be in contact with you to carry out an initial inspection of your boiler. This will usually take place within the first 30 days of the agreement and the first payment having been received.

We will carry out your boiler service and gas safety inspection during this visit and inspect any relevant parts of your system where covered under your agreement.

If we find your boiler or any part of your home covered under your agreement to be unsuitable or have a pre-existing fault, we will provide you with a quotation for any work needed. This work must be completed in order for your contract to continue. Either by us or a fully qualified third party.

We reserve the right to refuse to continue with your LDA Care plan agreement. If this is the case, we will refund you of any subscription payments you have made

What are the LDA Care plans and what do they cover?

Our range of Care Plans have been carefully designed for homeowners and landlords (including letting agents) to suit all budgets for complete peace of mind, offering value for money and a quality service.

Our plans are:

HOMEOWNERS							
LDA Care Package	Boiler Service	Boiler Parts & Labour	Radiator & Valves	Hot & Cold Pipework (ex taps & showers)	Cylinders	Gas Leaks	
LDA Ultimate Care	✓	✓	✓	✓	✓	✓	
LDA Platinum Care	✓	✓	✓	✓	✗	✗	
LDA Care		£60 Excess	£60 Excess	£60 Excess	£60 Excess	£60 Excess	
LANDLORDS & LETTING AGENTS							
LDA Care Package	Boiler Service	CP12 Landlord Gas Safety Check	Boiler Parts & Labour	Radiator & Valves	Hot & Cold Pipework (ex taps & showers)	Cylinders	Gas Leaks
LDA Elite	✓	✓	✓	✓	✓	✓	✓
LDA Prestige	✓	✓	✓	✓	✗	✗	✗

How do I make a claim?

No claim can be made within the first 30 days of your agreement.

Should you wish to make a claim after the initial 30 days please telephone us on **0800 861 1685** or send us an email to info@ldagroup.co.uk

Our office will then make an appointment for one of our engineers to visit your property. We endeavour to attend to all breakdowns within 2 working days at the latest.

What are LDA Group standard appointment times?

Our standard appointment times are:

Monday – Friday between 7am – 6pm Saturdays between 8am – 12noon

Claims made on Saturday afternoons, Sundays or Bank Holidays will be attended on within the next 2 working days.

What if I need an emergency call out?

In an emergency, please telephone us on **0800 861 1685** or send us an email to **info@ldagroup.co.uk**

Our office will then make an appointment for one of our engineers to visit your property. We endeavour to attend to all emergency call outs within 24 hours at the latest.

Are there any other important things I need to know about my agreement?

UK Law

Your agreement is bound by the laws of whichever country the property is included in – England and Wales, or Scotland.

English Language

Everything we write to you – including terms and conditions – will be in English.

Prices and price changes

The price will not go up or down during the period of your agreement, we will contact you about any price changes to your agreement upon renewal.

Keeping us up to date

It is your responsibility to keep us informed of any changes to your contact details including telephone number, address and email.

Payments

You can pay for your plan yearly upon taking out one of our Care Plans or monthly via Direct Debit.

Missing payments under your agreement

Before we visit your property, we will ask you to pay any missing payments due.

Getting into your property

It is your responsibility to give us access to your property. If we can't access, we will not be able to complete the work and it is then up to you to arrange another appointment.

Sub-contracts

We reserve the right to sub-contract any part of the work undertaken as part of your agreement to any other provider.

Liability

We do not exclude or limit any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for break of your legal rights in relation to the Care Plan you have chosen.

Personal Information

We will only use your personal information as set out in our privacy policy which can be found on our website www.ldagroup.co.uk.

Agreement

We may transfer our rights and obligations under these terms to another organisation.

Contract Rights

This contract is between you and us.

No other person shall have any rights to enforce any of its terms

Legal Contracts

Each of the terms of this agreement operates separately. If any court or relevant authority decides that any parts of them are unlawful, the remaining parts will remain fully in force and effective.

Safety Advice

From time to time, we may tell you that your boiler, appliance or system needs permanent repairs or improvements that aren't covered by your agreement to keep working safely. For example, if your ventilation doesn't meet current gas safety regulations. If you don't follow this advice, it will affect certain parts of your cover - but your agreement will keep running until you or we change or cancel it.

Replacement parts

We will try to get parts from the original manufacturer or our approved suppliers. We will try to provide replacements with similar functionality but not necessarily the same features or an identical make and model or type of fitting. For example, we may replace a specific design of tap with a standard one from our range. Or you can give the engineer a replacement part that you have bought yourself, that we approve, but we will only accept responsibility for our workmanship.

If we can't get hold of the parts, we need to cancel your agreement.

If we have to cover a boiler or appliance but warned you that that it might be difficult to find replacement parts, we will do what we can, within reason, to repair.

Work carried out by anyone but us

If anyone other than us carries out any work on your boiler, appliance or system during the term of our agreement and damages it, or that work has not been completed properly, your cover doesn't include putting that right.

Deliberate damage or misuse

We will not repair or replace any parts that have been deliberately damaged or misused. Our engineer will use their expert judgement to determine how the damage was done.

Any other loss or damage

We are not responsible for any loss or damage to, or cleaning of property, furniture or fixtures as a result of your boiler, appliance or system breaking or failing unless we caused it. For example, damage caused by water leaks. We are also not responsible for any losses incurred as a result of delayed, rearranged or cancelled appointments.

What happens if I sell my property?

Should you sell your property during your agreement period you must cancel your agreement by giving us 30 days prior written notice.

Your agreement is non-transferable and cannot be transferred to a different property or owner.

At the end of the 30 days period your agreement is cancelled, and no more payments will be taken provided that you provide evidence to us that you have moved. (Such evidence needs to be a letter from your solicitor)

If you do not provide such evidence, then you will be liable to pay us the balance of the amounts due to us under your agreement.

Enforced Contract.

If we do not insist immediately that you do anything you are required to do under this agreement, or if we delay in taking steps against you in respect of you breaking this agreement, that will not mean that you do not have to do these things and it will not prevent us taking steps against you at a later date.

For example, if you miss a payment and we do not chase you, but we continue with your subscription, we can still require you to make the payment at a later date.

In the unlikely event we deem your boiler beyond economical repair is at our sole discretion.

In the unlikely event we identify your system to be a one pipe system, your cover will be void and we will advise you of the cost to upgrade the system to keep your cover validated. Failure to upgrade the system will result in us cancelling your plan with immediate effect.

We do not cover accidental damages to appliances, pipe work or electrical components on any of our plans.

I agree to the terms and conditions set out above in relation to the following address.

Address:

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Print Name:

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Signed

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Date

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