



PEACE OF MIND

## Peace of Mind Terms & Conditions

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## Meaning of Words

**Approved Contractor:** A person, company or organisation appointed by us at your request to undertake work in your home.

**Call Out:** The despatch of an Approved Contractor following a request for assistance, even if you subsequently cancel the request before the work has been undertaken.

**Home:** The private dwelling at the address shown on your membership certificate.

**Membership Certificate:** The Peace of Mind Membership Certificate, which shows the details of your membership.

**Peace of Mind:** The service provided by BCS Associates Ltd, a subsidiary of Black Country Housing & Community Services Group Ltd.

**Period of Membership:** The period stated on the Peace of Mind Membership Certificate.

**We/Us/Our:** BCS Associates Limited.

**You/Your/Yours:** The member named on the Peace of Mind Membership Certificate or any person authorised by you, (in writing, or notified to us in your membership application) living at the same address.

## Interpretation and dispute resolution

1. In any dispute English law shall apply unless otherwise agreed by both parties.
2. Any dispute will be referred to an independent arbitrator. Both parties to this agreement will abide by the decision of that arbitrator.
3. Any costs incurred in resolving any dispute shall be borne by the party incurring those costs, unless, in the view of the independent arbitrator, one of the parties has acted unreasonably and the arbitrator finds that that party bare all or part of the other parties costs.
4. This agreement should be interpreted as to the spirit and meaning of the contract.

## Details of Membership

What is included?

- Access to a free telephone advice line between the hours of 9.00 am and 5.00pm Monday to Friday (excluding public holidays and Concessionary day closures) and 24 hour access to a our website for practical advice on how to handle maintenance and construction problems within your home.
- On your request we arrange one of our reliable, local contractors to carry out work on your home. All work carried out by our Approved Contractors will be at a pre-agreed fixed price and will be guaranteed for 12 months from the date the work is complete.

What is NOT included?

- Peace of Mind is not an emergency response service.

# Repair Guarantee

All permanent repairs and parts used by our Approved Contractors in providing home maintenance services to you in accordance with your membership on the following conditions.

## Conditions:

1. This guarantee shall only apply to permanent repairs (not repairs of a temporary nature) made and parts supplied by our approved contractor in providing assistance during your period of membership.
2. This guarantee shall be for a maximum period of twelve months from the date the permanent repair is carried out. This condition is not intended to reduce or invalidate extended manufacturers warranties.
3. We will, subject to the terms of this guarantee, replace any defective parts supplied by an approved contractor and will make good any defective permanent repair performed by an approved contractor.
4. We shall have no liability for any indirect or consequential loss arising as a result of any repairs made or parts used by an approved contractor.
5. This guarantee is conditional upon any potential claim under this guarantee being reported to us as soon as the problem occurs and within 12 months of the date the work was complete.
6. Should you have need to call upon this guarantee please call **0121 559 2552**.
7. If in our opinion a defect with the part or repair does not exist, we will abide by the findings of an independent expert. In the event of any dispute please contact **0121 559 2552**.
8. You allow for our Approved Contractors to have access to your home as reasonably required in order to rectify the permanent repair.

## Exclusion

This guarantee will not apply in respect of any normal wear and tear, accidental or deliberate damage, the improper use or abuse or wilful neglect of any parts, system or appliance.

**This guarantee does not affect your statutory rights.**

# General Conditions

## 1. Membership terms and conditions

We will provide the services described in this Peace of Mind Document using our Approved Contractors, providing that you observe all the terms and conditions that we have set out in this Document and your Membership Certificate.

## 2. Qualifying period

Your membership begins when we process your application.

## 3. Period of Agreement

If you pay by annual direct debit, your agreement runs until you tell us that you would like to cancel, or if we cancel the agreement (see 'Cancellation'). You may cancel the agreement at any time. We will write to you to tell you about any changes to the terms and conditions or membership fees. For all other payment methods, your agreement runs for 12 months from the date it begins (or is renewed), unless you or we use the cancellation rights (set out in the clause headed Cancellation)

#### **4. Cancellation**

You may cancel the membership at any time by calling us on **0121 559 2552**, we will not normally give a refund for any unexpired period of membership. However, you are entitled to a full refund if you cancel within seven days of taking out the agreement provided you have not used the service.

We may cancel the membership if:

- In our opinion you have given false information
- You do not make an agreed payment
- Circumstances arise which we feel make it inappropriate for the contract to continue.

#### **5. Payment of membership fee**

Where payment of the membership fee is not made, we will assume that it is your intention to cancel the membership and any benefit otherwise provided by the membership shall become invalid from the date that the first missed payment was due.

#### **6. Change of details**

You are responsible for informing us of any change in the information you have supplied to our Approved Contractors or to us. If you fail to do so, you may invalidate your membership.

#### **7. Spare/replacement parts**

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

## **General Exceptions**

### **The following are not included under the membership:**

1. Consequential loss of any kind arising from the provision of, or delay in providing the services to which this membership relates.
2. The costs of labour, parts and materials.
3. Any defect, loss or damage arising as a consequence of:
  - a) War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, acts of terrorism.
  - b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss or damage arising from the interruption or disconnection of the gas, water or electricity services to the home.
5. Adjustment to the time and/or temperature controls on systems on which work has been carried out.
6. Any loss or damage caused by rot, fungus, woodworm, beetle, moths, insects or vermin.
7. Consumables that need replacing through regular use, including but not limited to light bulbs, batteries, filters, fuses etc.

# Data Protection Notice

## **What we do with your information**

Please take a few minutes to read this notice as it contains important information relating to the details that you have given us. Your information will be held by BCS Associates Limited.

## **Managing your membership**

We will use the information that you have given us to manage your membership. This may include disclosing it to regulatory authorities or to our agents who provide services on our behalf.

## **Who will we speak to about your membership?**

At the request of many of our customers and to make managing your membership more convenient, it is our policy to deal with your spouse or partner who calls us on your behalf. If you would like someone else to be able to deal with your membership for you on a regular basis please let us know. If at any time you would prefer us to deal only with you, please call us to let us know.

## **Automatic renewals**

We will retain your payment details securely on our files so that we can take your membership fee at renewal. Each year we will write to you in advance to remind you that this is happening.

## **Fraud prevention and detection**

In order to prevent and detect fraud we may at any time share information about you across the Black Country Housing Group and with our Approved Contractors.

We may check your details with fraud prevention agencies, undertake credit searches and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency. We and other organisations may use and search these records to:

- a) Help make decisions about credit and credit related services for you and members of your household.
- b) Trace debtors, recover debt and to prevent fraud.

## **Call monitoring and recording**

We may monitor or record telephone calls in order to improve our service and to prevent and detect fraud.

## **Information on products and services**

We may use your details to send you information about other products and services that may interest you or to carry out research. We may contact you by letter, e-mail or telephone. If you would prefer not to receive marketing information or participate in research, simply tell us when you next call.

**Please be reassured that we will not make your details available to any companies outside of the Black Country Housing Group to use for their own marketing purposes.**

You are entitled on payment of a fee to receive a copy of the information we hold about you. This will be information that you have given us during your membership. We do not hold any information relating to your credit status. If you would like a copy of your information, please write to the Data Protection Officer, BCS Associates Limited, 134 High Street, Blackheath, West Midlands. B65 0EE.

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