

Terms & Conditions – Leak Location & Repair

Where we locate a leak relating to Your home's cold-water plumbing system and carry out a repair in Your property, the following terms and conditions shall apply. Please read them carefully.

In these terms and conditions:

"Service" means the leak location and repair on Your home's internal freshwater plumbing system, (not including restoration of areas damaged by a leak and repair work) where You install a LeakBot water leak detection device in Your home.

"You" or **"Your"** means the person requiring the Service at their property.

"HomeServe" or **"we"** or **"us"** means HomeServe USA Repair Management Corp. **This includes contractors that HomeServe uses to provide the Service.**

1. These terms and conditions apply immediately upon You providing confirmation to us that You desire to proceed with the Service.
2. The Service is subject to a parts limit of \$250.00 for each job resulting from an alert from LeakBot. If a repair or replacement requires parts costing in excess of \$250.00, You will be responsible for the cost of such parts that exceed \$250.00. You agree that all such costs will be quoted by us, and You are solely responsible for payment for parts costs in excess of \$250.00 at the time the parts are purchased.
3. **What if You want to cancel or rearrange?** You can cancel or reschedule Your appointment by telephoning us at 833 532-5268 or emailing us at help.us@leakbotsupport.com.
4. You have the right to cancel the Service at any time. You can call us on 833 532-5268 or email us at help.us@leakbotsupport.com
5. We will make every effort to complete the Service within the time slot we agree with You. Where this isn't possible, we will give You as much notice as possible and reschedule the appointment with You.
6. We will need certain information from You that is necessary for us to provide the Service. We will request such information from You when You book the Service. We will not be liable for any delay or non-performance where You have not provided this information to us after we have asked. It is Your responsibility to ensure that before we start the work there is an adequate supply of electricity and water.
7. **Creating access and reinstatement** - Upon arrival at Your property, the technician will attempt to locate the leak on Your home's internal freshwater plumbing system. If direct access to the source of the leak is not available, for instance if there are floor tiles or floorboards in the way, the technician will need to create access. If You want our technician to do this, You will be asked to authorize it in writing while the technician is at Your property. **We will make reasonable efforts to provide the Service without causing unnecessary damage to Your property: HomeServe will not be liable for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or ceramic or similar plumbing fixtures. We will fill any holes and leave the surface level but will not replace the original surface or construction. Any redecoration or repair of damage that may be needed following our work is Your responsibility.** If You do not want our technician to create access, they will be unable to finish Your job until You have arranged access to the leak.
8. **What do You need to do in preparation of our arrival?** Please make sure that the area of the leak (if known) is accessible and safe (i.e. clear of all household items). If there is a health/safety risk we will not be able to do the job.

9. **What might stop us from doing the work?** During the appointment, we may have to suspend the Service if we are faced with technical problems or other issues (for example, asbestos) that we cannot deal with. Where this is the case, we will inform You immediately. You will be responsible at Your cost for any work required to enable the Service to take place.
10. During the appointment, we may identify additional work that is not covered under these terms and conditions and that will be required for the Service to be completed... If any such additional work is required, we will inform You immediately.
11. If You do not own the property where the Service will be performed, You will need to obtain the property owner's consent prior to us performing any Service. We will not be liable for any loss or damage arising as a result of You not obtaining any required permission.
12. We will not be liable or responsible for any failure to perform, or delay in performance of, the Service where this is caused by an Event Outside Our Control. An "Event Outside of Our Control" means any act or event beyond our reasonable control, including without limitation sickness, pandemic, unusually bad traffic or weather conditions or something similar. If an Event Outside Our Control takes place that affects the performance of our obligations under these terms, we will contact You as soon as reasonably possible to notify You and we will provide the Service as soon as reasonably possible. You may cancel the Service if an Event Outside Our Control takes place and You no longer wish us to provide the Service.
13. **When will we arrive?** You will be provided an appointment time at the point You contact us and we have identified that You will need a technician to come out to You.
14. We are not responsible for the following:
 - (a) Damages, losses or expenses, whether from accident, negligence or otherwise, caused by: (a) You or any person or entity other than Us or HomeServe or (b) unusual circumstances, meaning war, government regulations, pandemics, riots, hostilities, strikes, work slowdowns, acts or threats of terrorism, fires, explosions, or acts of God including, but not limited to natural disasters, earthquakes, tidal waves, and extreme weather (such as tornadoes, drought, hurricanes, and floods) or (c) not using or installing the LeakBot according to manufacturer guidelines.
 - (b) Excluded damages, which include, for example, damages necessary to reasonably access the repair area;
 - (c) Correction of, or reimbursement for, any repairs made by You or anyone You hire.
 - (d) Assessing, remediating or abating mold or notifying You of any mold that may be present in Your home.
 - (e) Any correction, upgrade, or move of Your existing system in order to meet any code, law, regulation, ordinance, or utility directive, if not directly related to the necessary repair.
 - (f) Any section of Your system that is shared with any third party or is covered by a homeowners', condominium or like association.
 - (g) Any section of Your system that: (a) is under concrete, such as a slab, or (b) exits Your home.
 - (h) Repairs involving obsolete or unavailable parts or materials.
 - (i) Any costs, loss or damage that You suffer as a result of not using the installed appliance in accordance with the manufacturer guidelines;
 - (j) Replacing batteries for a LeakBot.
 - (k) Any increase in Your utility bills.
 - (l) Exterior or interior drainage system; sealed systems not fed by the internal fresh water plumbing system;

- (m) Appliances, fittings, fixtures, including water tanks, water heaters, radiators, shower/bath diverters, toilets, sinks, garbage disposal units, boilers, pressure reducing valves, backflow prevention devices, fire suppression and other sprinkler systems, irrigation systems, drainage pipes and systems, distribution piping such as for radiators and heating systems, pumps or tap replacements, condensate drain lines for cooling systems, pumps, or grinders, sealed systems that are not connected to the system.
 - (n) System(s) that are frozen.
 - (o) Repairs (a) for alerts from a LeakBot that has not been installed correctly; or (b) when there has been no alert from the LeakBot.
 - (p) Any restoration to Your home, including any restoration required as a result of a Us performing a repair.
 - (q) Repair or replacement of any obsolete or unavailable materials;
 - (r) Any water loss or damage to Your home due to leaking or burst system pipes.
 - (s) Any waste/sewage removal or cleaning services necessary to provide safe and clear access to the work;
 - (t) Parts costing in excess of \$250.
15. Guarantee - Repairs are guaranteed against defects in materials and workmanship for one year. We will not remedy any problems with materials or parts where they have been purposely or accidentally damaged. Nor will we remedy any problems where it relates to materials or parts You have provided.
16. **How to make a complaint** - We aim to provide You with the highest standard of service but from time to time things may go wrong. When we receive complaints, we investigate them at once and every effort is made to resolve them to Your satisfaction. If You have a complaint, please phone (833) 532 – 5268 / (833 LEAKBOT) or email us at help.us@leakbotsupport.com.
17. These Terms and Conditions are governed by the laws of the State of Washington, exclusive of its choice of law principles.
18. **To the fullest extent permitted by applicable law, (1) You agree that HomeServe, and its respective parents, successors, affiliates, approved technicians and its officers, directors, employees, affiliates, agents, contractors or similar parties acting on its behalf shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the \$250 parts limit relating to any repairs performed by or on behalf of HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by or on behalf of HomeServe regardless of whether such damages were foreseeable and whether or not HomeServe or anyone acting on its behalf have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the “Excluded Damages”); and (2) these limitations and waivers shall apply to all claims and all liabilities. You may have other rights provided by law.**
19. Arbitration: **YOU AND HOMESERVE AGREE TO RESOLVE DISPUTES BY BINDING ARBITRATION as follows:**
- A. **ANY DISPUTE THAT ARISES OUT OF OR RELATES TO THIS AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM HOMESERVE, MAY BE RESOLVED BY ARBITRATION; PROVIDED EACH PARTY MUTUALLY AGREES TO ARBITRATION.**

- B. In the event either Party does not agree to arbitration, any dispute arising out of or related to this Agreement shall be resolved by a trial court in a court of general jurisdiction. Either party may demand a trial by jury.
- C. HomeServe and You agree that the venue for any arbitration or trial as referred to above shall be in the county in which the covered person lives at the time the arbitration or trial is first requested, unless said county is located outside the state of Washington in which case the venue shall be in the county and state where the covered person resided when the policy was first issued.
- D. If HomeServe and You agree to arbitrate the disagreement, arbitration will take place by each side mutually agreeing to a single arbitrator. If we and the covered person cannot agree on a single arbitrator within thirty (30) days of the date of the request for arbitration, a judge of the county which has venue over the matter shall appoint the single arbitrator. The written decision of the single arbitrator will determine the issues. We will pay the expense of the single arbitrator. However, attorney's fees and all other fees including, but not limited to, fees paid to medical and other expert or non-expert witnesses will not be considered arbitration expenses and are to be paid by the party incurring them.
- E. The arbitration award shall be binding and may be entered as a judgment in the court of general jurisdiction in the county having venue as defined herein.