



# Makesure Cover

Terms & Conditions





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# Introduction and Our Contract



# 1. Introduction and Our Contract



- **Agreement Scope:** These terms and conditions apply to the supply of services under your service agreement.
- **Contract Type:** This contract is a service and repair agreement, not a contract of insurance. We are not authorised by the Prudential Regulation Authority or the Financial Conduct Authority (FCA), and insurance regulations do not apply.
- **Our Rights to Change:** We reserve the right to amend the Packages if necessary to comply with any applicable law or regulatory requirement, or to implement minor technical adjustments and improvements.
- **Contract Term:** Your contract begins on the date you enter the Service Agreement and will continue in full for a minimum period of 12 months (the “Minimum Period”), unless ended earlier in accordance with these terms. It shall automatically extend for a further 12 months (“Extended Period”) at the end of the Minimum Period and at the end of each subsequent Extended Period until ended by a method stated in these terms.
- **Service Area:** We solely promote and provide services within the United Kingdom.
- **Purpose and Use:** Cover applies only to properties used for regular day-to-day living, including home offices and domestic rentals. In the case of Landlord Cover, Gas Safety Certificates (CP12) are included within the agreement package. This agreement is strictly for standard, single-occupancy domestic residential properties. We do not cover properties used for commercial business purposes (such as bed and breakfasts), commercial premises, or shared communal heating and drainage systems that serve more than one independent dwelling (separate commercial agreements are available).
- **Standard Amenities:** Cover plans are calculated based on a standard UK family house size, defined as a property with up to 4 bedrooms, 2 bathrooms and 1 primary heating system. Properties exceeding these limits (e.g., multiple heating systems, annexes, or extra bathrooms/utility areas) will incur additional monthly fees. If an engineer finds the property is larger or more complex than declared, we reserve the right to pause cover or backdate your premium to the correct rate.
- **Unlimited Call-Outs & Fixed Rates:** You have unlimited call-outs during your 12-month term. Your price is fixed for these 12 months and will not increase mid-term due to high usage.



# About Us and How to Contact Us



## 2. About Us and How to Contact Us



- **Company Details:** We are Makesure Cover Limited, registered in England and Wales (Company No. 16440154). Our registered office is Brooklands Court, Tunstall Road, Leeds, LS11 5HL.
- **Our Services:** We provide specialist breakdown cover for plumbing, heating, renewables, electrics, home emergencies, and appliance servicing. By signing up, you choose one of the following packages: *Individual, Double Up, Peace of Mind Package, or Full House*. Specific inclusions and exclusions can be found in the Makesure Cover All You Need to Know Brochure and the “What’s Not Covered” section in your sign-up documents, both available on your customer portal.
- **Our Partner:** We work in partnership with Aquaheat Group, who are emergency reactive plumbing and heating specialists.
- **Engineers.** All engineers dispatched—whether from Aquaheat Group or an approved network partner—hold the necessary legal accreditations, including active registration with the Gas Safe Register.
- **Contacting Us:** You can reach us via phone at 0113 468 0253, online at [www.makesure-cover.co.uk](http://www.makesure-cover.co.uk), or via email at [info@makesure-cover.co.uk](mailto:info@makesure-cover.co.uk).
- **How We Contact You:** We will contact you by phone or in writing, which includes email and the postal address provided during your order.



# Your Responsibilities



### 3. Your Responsibilities



- **Authorised Contacts & Vulnerable Residents:** If you want to appoint an authorised contact, you must provide us with their details. You must also inform us of any vulnerable persons residing at the covered property and highlight any safeguarding or special requirements.
- **Third-Party Warranties:** It is your responsibility to ensure that any work we perform on your appliances or systems does not affect existing third-party manufacturer warranties.
- **Property Access:** You must allow us access and ensure an adult (over 18) is present. Areas requiring repair or inspection must be cleared to the best of your ability (e.g., ensuring boiler cupboards or under-sink areas are cleared). Failure to do so may result in additional charges due to unnecessary extra time spent on site.
- **Contact Details & Moving House:** You must keep us updated with your current contact details. If you move house, let us know your new address as soon as possible. You can transfer your existing contract to your new home once updated details are verified, and we can adjust your plan and pricing if you add extra services. If you choose not to transfer the contract, cancellation fees may apply.
- **Appliance Information:** We require the age, make, and model of your covered appliances. If you replace a covered boiler or appliance, you must notify us of the new unit's details so we can verify coverage eligibility. If we cannot cover it, we may update or cancel your contract. If your plan includes appliance replacement, our engineer will estimate its age. If you disagree, you must provide the original receipt, a dated guarantee, or proof of installation.
- **Incomplete Information:** If you fail to provide requested information within a reasonable timeframe or provide incorrect data, we may end the contract or charge additional fees. We are not responsible for late or unsupplied services caused by missing information.
- **Smart Device Security:** You must follow all manufacturer security guidelines for internet or mobile-connected devices used with your covered systems, including password security, installing firmware/software updates, and following safety instructions.



# Providing the Services



## 4. Providing the Services



- **30-Day Waiting Period:** You cannot make a claim within the first 30 days of the cover agreement start date. Any faults, leaks, noises, or breakdowns that existed prior to taking out this agreement, or that occur within this initial 30-day window, are completely excluded from coverage, and standard retail rates will apply.
- **Repair Requests:** To book a maintenance visit, you must contact us directly via your customer portal or by email, including photo/video evidence where possible. Phone bookings are strictly reserved for Emergency (P1) repairs and vulnerable customers. You must ensure the fault is within your package scope, and any applicable excess fees must be paid before a visit is confirmed.
- **Repair Priority Categories:** We aim to respond based on the urgency of the fault:

Priority Level	Description	Target Response Aim
<b>P1: Emergency</b>	No heating/hot water causing medical risk, uncontrollable leaks, active fast-overflowing drains, or complete loss of mains electrical power causing medical risk.	Same day or next day (24/7 service as needed).
<b>P2: Priority</b>	No heating/hot water, containable leaks, blocked drains, or standard mains electrical power faults.	Within 2 working days.
<b>Standard</b>	All other faults (e.g., dripping radiators, intermittent appliance faults).	Within 5 working days.

Note: "Working Days" are defined as 9:00 AM to 5:00 PM, Monday to Friday, excluding UK Bank Holidays.

- **Premium Attendance:** Depending on circumstances, you may be offered an optional premium attendance service for an additional fee to secure a quicker response time than standard targets.
- **Engineers:** While a Makesure Cover or Aquaheat Group engineer is typically assigned, we reserve the right to dispatch vetted and approved contractors from our preferred partner network.

## 4. Providing the Services



### 4.1

## Technical Remote Support (Video & Instant Messaging)

- **Scope of Service:** We may offer basic remote diagnostic troubleshooting via WhatsApp, instant messaging, or video link to reduce response times. This is typically available during working hours (Monday–Friday, 9am–5pm) and is not a substitute for physical engineering visits when legally or operationally required.
- **Limitation of Liability:** Any guidance acted upon during a remote session is done entirely at your own risk. We accept no liability for damage, personal injury, or system failure resulting from actions taken based on remote advice.
- **Acceptable Use:** We operate a zero-tolerance policy for abusive, offensive, or inappropriate language and behavior. Our staff reserve the right to terminate the session immediately if conduct guidelines are breached.
- **Connectivity:** We are not responsible for network issues, poor connectivity, or hardware incompatibility. Data charges from your network provider remain your responsibility.

### 4.2

## Our “No-Mess” Guarantee

- **Our Promise:** Our engineers will use protective boot covers, lay down dust sheets where necessary, and thoroughly clean the immediate work area once the job is complete. All parts and packaging brought onto the premises by us will be removed and disposed of.
- **Reporting Failures:** If our engineers leave a mess in the immediate work area, you must report it to our customer service team within 24 hours of the appointment, providing photographic evidence for our investigation.
- **Limitations:** This guarantee applies only to the immediate, localized area where work took place. It does not cover settling dust or debris generated behind walls, under floorboards, or inside structural cavities during essential routing or repair work.

### 4.3

## Workmanship and Parts Warranty

- **12-Month Guarantee:** We guarantee all labour, workmanship, and replacement parts for 12 months from the date of repair or installation. If a fault arises due to incorrect installation or a defective part within this period, we will rectify it free of charge.
- **Exclusions:** This warranty is strictly void if the system, appliance, or fitted part is tampered with, altered, or repaired by anyone other than our authorised engineers, or if damage is caused by misuse, accidental impact, hard water limescale, or system sludge.



# Annual and First Services



## 5. Annual and First Services



- **First Service:** If included, this is carried out as soon as possible after your start date. We prioritise emergency breakdowns during high-demand periods, which may delay this initial visit.
- **Eligibility:** If a service was performed at the address within the last 12 months, we will provide an annual service instead of a first service. We cannot attend if your account is in arrears.
- **Pre-existing Faults:** If a boiler is found to be outside our approved list or has a pre-existing fault during the first service, we may offer an alternative plan, quote an out-of-scope fee to fix it, or cancel that part of your cover.
- **Annual Service Booking:** We aim to complete these visits in the summer months. You can book online via your portal or by email (phone bookings are for vulnerable customers only). Your plan includes an annual service of your Boiler, or your Cylinder if it is the primary source of hot water. You can add additional appliances at a discounted rate.
- **Customer Responsibility:** You are responsible for responding to service reminders and scheduling your appointment. Missing your annual service may void your cover plan, and no refunds are given for missed services.
- **Reminders:** We will send up to two email reminders. If you do not book after the second reminder, it is your sole responsibility to schedule the service before the expiry date.
- **Exceeding Due Date:** Failure to book your service before its due date will result in the suspension of breakdown coverage for that specific appliance. Any subsequent visits will be charged at our standard, non-member retail rates.



# Access and Safety



## 6. Access and Safety



- **Missed Access:** If an engineer attends but cannot gain access, the visit is recorded as a no-show and treated as an Aborted Visit with less than 24 hours' notice, resulting in a fee or forfeiture of your deposit. Landlords are responsible for ensuring tenants are informed and present.
- **Health and Safety:** We will immediately stop work if our staff encounter risks from hazardous chemicals, asbestos, pests, or face verbal or physical abuse. Work will not resume until the risk is entirely removed.
- **Safety Recommendations:** If your system requires permanent upgrades to operate safely that fall outside your standard cover (e.g., ventilation adjustments to meet gas regulations), you must arrange them. If you refuse, coverage for that specific appliance may be restricted, though your overall agreement remains active.
- **Asbestos:** If asbestos removal is required, you must arrange and pay for it independently and provide a Certificate of Reoccupation before we resume work.
- **Shared Facilities:** You are responsible for obtaining all necessary permissions if work involves shared land, buildings, or communal water supplies.
- **Utility Isolation:** If we need to isolate power, water, or gas, you must notify any tenants and inform us of any vulnerable residents requiring an uninterrupted supply.



# Parts and Repairs



## 7. Parts and Repairs



- **Replacement Parts:** We reserve the right to use third-party or approved alternative parts alongside manufacturer parts. We aim for similar functionality but cannot guarantee an identical make, model, or aesthetic fit.
- **Designer Appliances:** These will be replaced with standard functional alternatives or a cash allowance towards a replacement.
- **Obsolete Parts:** If original parts are obsolete, we will attempt to source a safe, compatible alternative. If none can be found, we cannot guarantee a repair, and the appliance may be deemed Beyond Economic Repair (BER).
- **Beyond Economic Repair (BER):** If the cost of parts and labor exceeds the current residual market value of the appliance, we are not obliged to repair it. We will offer a cash contribution toward a replacement or allow you to remove it from your plan.
- **Van Stock:** Our engineers carry standard van stock. If a part is missing, we will secure it as quickly as possible from local suppliers.
- **Trace and Access:** Plan includes up to £1,000 to locate a hidden fault. This does not cover standard accessible boilers/cylinders, submerged or collapsed external pipework, or pipes built over structurally.
- **Powerflushing:** If your system requires a Powerflush to remove sludge, this is a separate, paid service. If a third party performs it, a valid certificate/receipt must be provided to continue your coverage.



# Limitations and General Exclusions



## 8. Limitations and General Exclusions



We do not cover repairs or replacements resulting from:

- Pre-existing damage or issues existing before the plan start date.
- Accidental damage, DIY attempts, or faults caused by unauthorised third-party tradespeople.
- Severe weather, frozen external mains, lightning strikes, grid power surges, or pest/rodent damage.
- Deliberate damage, misuse, or tampering (determined by our engineer's professional judgment).
- Failure to maintain annual service requirements.
- Incorrect original design, poor workmanship by previous installers, or failure to meet building/water regulations at the time of installation. If system modifications are required to make a repair safe or legal, this work is fully chargeable.
- Previously identified, unresolved repairs or third-party work failing safety standards.
- Intermittent faults and cosmetic issues (minor clicks, expansion creaks, pipe hums, or "micro-leaks" causing minor drops in pressure with no visible water damage) that do not affect safety or core functionality.
- Routine topping up of system water pressure.
- Permanent access restrictions where systems are built over. We do not cover heavy structural excavation machinery, redecoration, plastering, tiling, or replacing carpets/specialist floor coverings removed for access. Restoration is the homeowner's responsibility.
- Home improvements, aesthetics, or upgrades (e.g., replacing working radiators or upgrading manual valves to TRVs).
- Manufacturer faults, formal recalls, inherent design defects, or issues covered under an active independent installer/manufacture warranty.
- External utility fluctuations (mains gas, water, or electricity grid faults). If we cannot turn off the mains supply, you must arrange for your utility provider to do so.
- Specific systems: Steel/iron pipes (except the main supply pipe), external energy management systems, or smart home hardware/signal issues (voice-controlled systems, hubs, smart speakers), excluding Hive hubs and receivers.
- Gas meters, primary governors, or external pipework leading to the meter (responsibility of the network operator). We cover internal gas pipework from the meter outlet to the boiler only.
- Delays caused by events outside our control, provided we contact you promptly to notify and reschedule.
- The use of high-pressure water jetting is strictly limited to specialist drainage clearance services. This exclusion applies solely to the plumbing cover and does not impact, restrict, or limit drainage coverage. We accept no liability for any inherent structural failure, collapsed pipes, or pre-existing damage to fragile or degraded drainage systems uncovered during the high-pressure jetting process.

## 8. Limitations and General Exclusions



- Neither party will be liable for failure or delay resulting from events beyond our reasonable control, including but not limited to severe weather, pandemic, industrial action, fuel or material shortages, national infrastructure failure, or government restrictions. If such an event continues for more than 60 consecutive days, either party may terminate the agreement by written notice, and any cover fees paid in advance for the unused period will be refunded on a pro-rata basis.
- Where our engineer determines that a fault results from deliberate damage, misuse, or tampering, and this affects your right to a free repair, you may request an independent second opinion at your own cost. If the independent assessment contradicts our engineer's finding, we will reimburse the cost of that assessment and proceed with the repair under the terms of your Package.

For full individual cover exclusions please refer to our ['what's not covered document'](#)



# Price and Payment



## 9. Price and Payment



- **Contract Pricing:** The monthly price (inclusive of VAT) is detailed on your Service Agreement certificate. Prices will not change mid-term unless you request a change to your product or the government changes the relevant tax rate.
- **Introductory Offers:** Promotional rates apply to your first 12-month term only. Upon renewal, your plan automatically reverts to our standard market rate, detailed in your 30-day renewal notice.
- **Payment Methods:** Monthly payments are collected in advance via Direct Debit. We will provide a minimum of 10 working days' notice before changing a collection date or amount. Annual upfront payments are accepted via credit/debit card (Visa and Mastercard) or BACS transfer. We do not accept cash, cheques, or American Express (Amex).
- **Excess Fees:** Any applicable fixed excess must be paid by card before an engineer is dispatched. If a fault is found to be entirely unrelated to a previous repair visit, a new excess may be charged. Repairs found during a routine service require the relevant excess payment before work commences.
- **Out-of-Scope Repairs:** Work outside your agreement will be discussed and pre-authorized. As a member, you receive a discounted rate. Payment terms will be specified prior to work and may require an upfront deposit or immediate payment upon completion.
- **Late Payment Interest:** We reserve the right to charge interest on overdue balances at a rate of 4% per year above the Bank of England base rate, accruing daily from the due date until paid in full.
- **Arrears & Debt Recovery:** Outstanding balances must be cleared before a new visit can be booked. If balances remain unpaid, we or our recovery agents will contact you. We reserve the right to cancel your agreement, apply admin fees, or sell the debt to a third-party collection agency.
- **Billing Disputes:** If you believe an invoice is incorrect, notify us promptly. Interest will be paused on the disputed amount until resolved.
- **Annual Price Reviews:** Renewal prices may adjust based on inflation, operational costs, or your specific 12-month call-out history. We provide at least 30 days' written notice before your agreement expires. We also reserve the right to adjust prices for any Extended Period with one month's written notice. If rejected, you may terminate at the end of your current term without penalty.
- **VAT and Tax Rate Adjustments:** Where the applicable rate of VAT or other relevant tax changes, we will adjust your price accordingly, whether that results in an increase or a decrease, and will notify you in writing of the revised amount before it is next collected.
- **Notice Before Debt Sale:** Before selling any outstanding debt to a third-party collection agency, we will provide you with at least 14 days' written notice and a final opportunity to settle the balance directly with us.



### 9.1 Property Variation Rates

For homes exceeding the standard UK size, the following monthly bolt-on fees apply:

Property Feature / Variation Per Additional Area	Additional Monthly Fee per additional Area
Additional Bathroom (3+)	+ £3.00 / mo
Additional Utility Area (2+)	+ £3.00 / mo
Additional Heating System (e.g., separate unvented cylinder, underfloor manifolds, secondary boiler)	+£6.00 / mo
Annexe / Outbuilding (Connected to main utilities)	+£8 / mo



# Cancellation Section



# 10. Cancellation Section



## 10.1

### Your Right to Cancel

- **Cooling-Off Period:** You have a statutory right to change your mind and cancel within 14 days of signing the Service Agreement or the start of any Extended Period.
- **Waiver of Cooling-Off Rights:** If you request an emergency repair within the 14-day cooling-off window, you explicitly waive your right to a fee-free cancellation. If you subsequently cancel within those 14 days, you will be invoiced at our standard standalone commercial retail rates for all works completed up to that date.
- **Cancellation After the Cooling-Off Period:** To cancel after the 14-day period has expired, you must provide us with 30 days' written notice via phone 0113 468 0253, email [info@makesure-cover.co.uk](mailto:info@makesure-cover.co.uk), or through your online customer portal.

## 10.2

### Cancellation Charges and Deductions

Because annual costs are spread evenly across 12 monthly payments, early cancellation charges apply based on services received up to the termination date:

- **Scenario A:** No Annual Service or Call-outs have occurred: You may cancel by paying a flat Administration Fee of £50.00. Cover ceases at the end of the 30-day notice period.
- **Scenario B:** An Annual Service OR Call-out HAS occurred: You will be liable to pay the lower of:
  1. The remaining financial balance of your 12-month contract; or
  2. Our standard, non-member standalone retail rate for the services/repairs provided up to that date, minus any monthly subscription payments already successfully paid.
- **Maximum Liability:** You will never be charged more than the total remaining annual cost of your contract products.
- **Direct Debit Cancellations:** Cancelling your Direct Debit does not terminate this contract. If an account remains in arrears for 14 days following a failed payment notice, we reserve the right to formally terminate the agreement and issue a final invoice for the cancellation fees detailed above.

## 10.3

### Our Rights to Suspend or Terminate

We reserve the right to immediately suspend your services or terminate your agreement without liability if you:

- Fall into arrears or cancel your Direct Debit (services suspended immediately; formal termination after 14 days).

# 10. Cancellation Section



- Subject our staff or partners to verbal/physical abuse, or if your property is deemed unsafe.
- Refuse essential safety upgrades or improvements recommended by our engineers, resulting in the restriction or exclusion of coverage for that specific appliance.
- Intentionally withhold system maintenance history previously highlighted by independent contractors.
- Repeatedly deny access to the premises or fail to provide requested appliance information.
- Note: If you cancel and rejoin our services more than once within a three-year period, you may be disqualified from future introductory/promotional pricing.
- Withdrawal of Service: We may stop providing a specific service line at any time by giving you one month's written notice, issuing a pro-rata refund for any advance payments.

## 10.4

### Appointment Cancellation & Rescheduling Fees

Appointment Type	Customer Notice Window	Booking Excess / Deposit Policy	Rescheduling Fee / Rule
<b>Maintenance Response Visits</b> <i>(Reported repairs within package scope)</i>	Over 48 Hours	Full refund of excess fee paid.	No charge.
	24 – 48 Hours	50% refund of excess fee paid.	No charge.
	Under 24 Hours	Excess fee is completely forfeited.	No charge.
	No Show / Aborted Visit	Excess fee is forfeited.	<b>£30.00</b> revisit admin fee applies.
<b>Authorised Return Visits</b> <i>(In-scope follow-ups requiring ordered parts)</i>	Over 48 Hours	Full refund of excess (minus supplier parts restocking fees).	No charge.
	24 – 48 Hours	50% refund of excess (minus supplier parts restocking fees).	No charge.
	Under 24 Hours	Excess fee is forfeited; supplier parts restocking fees apply.	No charge.
	No Show / Aborted Visit	Excess fee is forfeited; supplier parts restocking fees apply.	<b>£30.00</b> revisit admin fee applies.

# 10. Cancellation Section



Appointment Type	Customer Notice Window	Booking Excess / Deposit Policy	Rescheduling Fee / Rule
<b>Authorised Return Visits</b> <i>(Out-of-scope/chargeable commercial repairs)</i>	Over 48 Hours	Full refund of deposit (minus supplier parts restocking fees).	No charge.
	24 – 48 Hours	Deposit refunded minus admin & supplier restocking fees.	No charge.
	Under 24 Hours	Deposit refunded minus admin & supplier restocking fees.	No charge.
	No Show / Aborted Visit	Deposit forfeited; charged for travel, admin, & wasted time.	<b>£30.00</b> revisit admin fee applies.
<b>Service Checks</b> <i>(Routine annual/first appliance servicing)</i>	Over 48 Hours	No charge.	No charge.
	24 – 48 Hours	No charge.	No charge.
	Under 24 Hours	No charge.	No charge.
	No Show / Aborted Visit	<b>£30.00</b> revisit admin fee applies.	<b>£30.00</b> revisit admin fee applies.

Note on Rescheduling: While there is no specific transactional fee to move an appointment date outside the penalized windows, any structural price differences relative to peak dates are non-refundable.



# Complaints and Feedback



# 11. Complaints and Feedback



- **How to Reach Us:** If you are dissatisfied with a repair, service, or charge, please contact our Customer Relations team with your agreement number:
  - o **Email:** [info@makesure-cover.co.uk](mailto:info@makesure-cover.co.uk)
  - o **Phone:** 0113 468 0253
  - o **Post:** Customer Relations, Makesure Cover Ltd, Brooklands Court, Tunstall Road, Leeds, LS11 5HL
- **Our Timelines:** We will acknowledge your complaint within 3 working days and provide a formal, written resolution after internal review within 14 working days.
- **Escalation:** If we cannot reach a mutually agreeable solution, you can seek independent guidance from Citizens Advice ([www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)).
- **Independent ADR Scheme:** In addition to Citizens Advice, if we are unable to resolve your complaint to your satisfaction within 8 weeks of your original complaint, you are entitled to refer the matter free of charge to Ombudsman Services or a relevant trade body scheme, an independent alternative dispute resolution provider. Details of how to do so will be included in our final response to your complaint.



# Liability and Legal Rights



## 12. Liability and Legal Rights



- **Foreseeable Loss:** We are responsible for loss caused by our failure to use reasonable care, but we are not responsible for any unforeseeable losses or business-related losses.
- **Property Damage:** We will remedy damage to your property caused by our direct negligence. However, we are not liable for cosmetic or structural damage that is a necessary part of the repair, diagnosis, or access (e.g., removing localized tiles or boxing to reach a leaking pipe).
- **Unrestricted Liability:** We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, or defective products under the Consumer Protection Act 1987.
- **No Liability for Business Losses:** Our services are provided strictly for domestic and private use. If you utilize our services for any commercial, business, or resale purposes, we accept no liability for loss of profit, loss of business, business interruption, or loss of business opportunity.
- **Third-Party Rights:** This contract is strictly between you and us. No other person or entity shall have any rights to enforce any of its terms.
- **Transfer of Agreement:** We may transfer our rights and obligations under these terms to another organisation, ensuring the transfer does not negatively affect your contractual rights. You may only transfer your rights or obligations if we provide prior written consent.
- **Severability & Non-Waiver:** Each paragraph of these terms operates independently. If any court decides that an individual paragraph is unlawful, the remaining sections stay in full force. If we delay enforcing any part of this contract, we maintain the right to enforce it at a later date.
- **Legal Framework:** This contract is governed by English Law, and legal proceedings may be brought in the English, Scottish, or Northern Irish courts depending on where you reside.
- **Overall Limit of Liability:** Except in relation to death, personal injury, fraud, or any other liability that cannot lawfully be limited or excluded, our total liability to you arising out of or in connection with this agreement in any 12-month period shall not exceed the total amount of fees paid by you under your Package in that same period.
- **Liability for Subcontracted Work:** Where we engage a vetted or approved contractor from our partner network to carry out work on our behalf, we remain fully responsible to you for the standard and safety of that work as if we had carried it out ourselves.



# Recovery of Losses and Indemnity



## 13. Recovery of Losses and Indemnity



- **Third-Party Claims:** You must, at our request and expense, provide reasonable assistance to help us recover losses from third parties (e.g., a negligent manufacturer or installer).
- **Indemnity:** You agree to indemnify us against all costs, losses, or claims arising from third parties (such as landlords or tenants) if those claims result from your failure to maintain a valid insurable interest or proper management of the property at all relevant times.



# Your Data and Information



## 14. Your Data and Information



- **Use of Personal Data:** We will only use your personal data as detailed in our Privacy Policy. To ensure efficient service delivery, we may share relevant information with our core partners (including Aquaheat Group), subcontractors, and suppliers strictly to coordinate property access and provide technical support.
- **Competitions & Promotional Draws:** Active, paying members are fully eligible to enter company promotions unless explicitly marked as “New Customers Only”. To claim a prize, an existing member’s account must be fully up to date with no outstanding balances or contract breaches. All promotional prizes are non-transferable, non-exchangeable, carry no cash alternative, and are bound by the expiration dates of the provider.
- **Data Retention:** We retain your personal data for as long as your agreement is active, and for a period of 6 years afterward to meet our legal, accounting, and insurance obligations, after which it is securely deleted or anonymised.
- **Your Data Rights:** In accordance with UK GDPR and the Data Protection Act 2018, you have the right to request access to, correction of, or deletion of your personal data, and to object to or restrict certain processing. Requests can be made via the contact details in Section 2 and will be responded to within one calendar month.



# Summary of Your Key Legal Rights



# 15. Summary of Your Key Legal Rights



As required by law under the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013, here is a summary of your core statutory rights:

Category	Your Statutory Rights
Services	You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if it cannot be fixed.
Goods (Parts)	Parts must be as described, fit for purpose, and of satisfactory quality. You may be entitled to a refund, repair, or replacement depending on the timeframe of the fault.
Pricing	If a specific price isn't agreed beforehand, the amount you are asked to pay must be reasonable.
Timeframes	If a timeframe isn't explicitly agreed beforehand, the work must be carried out within a reasonable time.
Changing Your Mind	You have a 14-day legal right to change your mind for most services bought online, over the phone, or on the doorstep.



Makesure Cover

[www.makesure-cover.co.uk](http://www.makesure-cover.co.uk)

[info@makesure-cover.co.uk](mailto:info@makesure-cover.co.uk)

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