



Service and Maintenance Terms and Conditions

Why is this document important? This document explains who we are, exactly what your product does and doesn't cover, how we provide the product to you, what to do if you want to make a claim, change or cancel your contract or a product, and how to make a complaint.

It is important you read these terms and conditions carefully, together with your statement confirming the products you hold, as these form the basis of your contract with us.

Who we are. We are ADS Electrical & Mechanical Limited a company registered in England and Wales. Our company registration number is 08014932 and our registered office is at 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston, Lancashire, England, PR5 6EW. Our registered VAT number is 133629909.

How to contact us. If you have a query about these terms and conditions or the product, you can contact us by telephoning our customer service team at 01772 600110 or by writing to us at:

Post: 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston PR5 6EW; or

Email: office@ads-limited.co.uk

How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.



At a glance...

- We are agreeing to supply you with a service and maintenance package for your boiler and certain of your appliances in accordance with the specific package selected by you.
- The package details can be accessed here and are appended to these terms. These documents detail what is and isn't included in each package.
- You are agreeing to pay us for the package and comply with certain obligations, as set out in the terms and conditions below.
- Unless we have agreed a different period in writing, **your package will last for 12 months** from the date that we confirm the contract.
- We will contact you in writing (which may be by email) a reasonable time before the end of the 12-month period to see if you would like to renew the package. If you do not, the package (and our contract) will automatically terminate at the end of the 12-month period.
- If you do not notify us that you wish to cancel before the end of the 12-month period, the package will automatically renew for a further period of 12 months. However, you will have 14 days from the renewal date to cancel the package. Notice to cancel should be given by email. You will have to pay us however for any services received during this time.
- You have various rights to cancel the package before the end of the 12-month period, but you may have to make a payment to us. This is detailed in greater depth in our terms and conditions below. If you are unclear about when and how to cancel and what payments you have to make to us, please contact us by telephoning our customer service team at 01772 600110 or by writing to us at 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston PR5 6EW or office@ads-limited.co.uk
- We take data protection very seriously and we will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [HERE](#).
- We may use your personal data in order to let you know about products and services which may be of interest to you. However, we will get your express opt-in consent before we share your personal data with any third party for marketing purposes. You can opt-out of receiving marketing messages from us and third parties at any time.

CONTENTS



1.	DEFINITIONS	1
2.	OUR CONTRACT WITH YOU.....	2
3.	OUR PRODUCTS.....	3
4.	YOUR RESPONSIBILITIES	3
5.	YOUR RIGHTS TO MAKE CHANGES	4
6.	OUR RIGHTS TO MAKE CHANGES.....	4
7.	PROVIDING THE PRODUCTS	5
8.	YOUR RIGHTS TO END THE CONTRACT	6
9.	HOW TO END THE CONTRACT WITH US	9
10.	OUR RIGHTS TO END THE CONTRACT	9
11.	IF THERE IS A PROBLEM WITH THE PRODUCT	10
12.	PRICE AND PAYMENT	11
13.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU.....	12
14.	HOW WE MAY USE YOUR PERSONAL INFORMATION.....	13
15.	OTHER IMPORTANT TERMS	13
	SCHEDULE 1 Model Cancellation Form.....	18

OUR TERMS

1. DEFINITIONS

- 1.1 We hope that our terms are clear and easy to understand. Some of the phrases and words used have a specific meaning and this meaning is explained below:

Appliance History Form

- means a form completed by you detailing the service, fault and repair history of the appliance(s) proposed to be included in the service and maintenance package.

approved appliance

- boilers, appliances or parts that we can repair or replace as determined by us.

goods

- tangible goods such as a boiler, appliances, components or parts that we agree to supply you as part of the contract.

home

- the building, including any attached garage or conservatory where you live.

landlord

- someone who owns a home which they don't occupy, and which may be occupied by a tenant.

managing agent

- someone who provides managed services to a landlord in relation to one or more properties.

off-premises

- a contract that you enter into with us away from our trade premises (such as over the telephone or at your home.)

order

- means your request for us to provide you with the product. You may place this order by confirming with us online, by email or by telephone.

product/products

- service and maintenance of certain appliance(s) or system(s) in accordance with the type of package selected by you. **Product** can also refer to goods such as a boiler and related parts and components where we have agreed to supply these to you.

repair(s)/repairing/repared

- to fix your boiler, appliance or system following an individual fault or breakdown but not repairs that are purely cosmetic (for example; mould, dents or scratches) or related to software which doesn't stop the main function of your boiler, appliance or system from working or make it unsafe.

replacement/replace/replacing

- where we replace your boiler, appliances or parts with an approved standard alternative. We'll provide

replacements with similar functionality but not necessarily an identical make and model or type of fitting.

written and in writing

- when we use the words "writing" or "written" in these terms, this includes emails.

2. OUR CONTRACT WITH YOU

2.1 **How we will accept your order.** Our acceptance of your order will take place when we contact you to accept it (which may be by telephone or email), at which point a contract will come into existence between you and us.

2.2 **If we cannot accept your order.** If we are unable to provide the product, we will inform you of this and will not charge you for the product. This might be because you have not completed the Appliance History Form, information that you provided us with (including in your Appliance History Form) indicates that there are pre-existing faults or issues with your appliance(s) or connections, your existing boiler is not an approved appliance and you do not want us to replace this (please see clause 2.3), or because your home or connections are not suitable for the delivery of the product. We may also recommend that repairs are made to your boiler before we accept your order and if you do not wish to do this, we will decline your order. We may also decline your order because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

2.3 **If we consider that your boiler is beyond economic repair (BER)** We will not accept an order for products or continue to provide a package for boilers that we consider are BER (please see our right to terminate at clause 10.1(f)). If we deem your boiler to be BER (acting reasonably and in good faith), then we will recommend that a new boiler is fitted and if you agree our quotation for the supply and fit of a new boiler we shall:

- (a) provide you with £500 scrappage for the old boiler;
- (b) offer you a £500 discount on the new boiler;
- (c) provide one years' Level 1 package free of charge. If you select any other package, we will discount the cost of that package for 1 year by the current cost of the Level 1 package.

2.4 **We only sell to the UK.** Our website, brochure and marketing materials are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

2.5 **Unless we have expressly agreed otherwise, we only provide products to the homeowner.** We'll only provide the products to the owner and occupier of the relevant home. We do not provide the products to managing agents, landlords or tenants of the home unless we have expressly agreed to do so. You promise to us that you are the owner and occupier of the home.

2.6 If you are not the owner and occupier of the home and you have failed to tell us this, you agree that you will be

responsible for all losses, costs, fees, expense and liabilities that we may incur as a result of your failure to tell us.

- 2.7 **If we agree to provide products to you and you are a landlord.** If you have notified us that you are a landlord and we have agreed to provide products to you, these terms will apply to our contract, in addition to any specific terms that we agree with you in writing. If any of the specific terms that we agree with you in writing conflict with any of these provisions, the specific terms shall prevail and take precedence.

3. OUR PRODUCTS

- 3.1 **What is included in our packages?** We aim to be completely transparent with you in relation to what is and isn't included in each of our products. Details of what is included in the various packages are set out in the documents that can be accessed [here]. **Please note that if your boiler is or will be over 7 years old at the time the product starts then there will be an additional charge of £50 plus VAT for all call outs. This will apply in addition to any Excess Fee.** Please contact us if you are unclear about any of the products.
- 3.2 **Response Times.** For all of our packages, the following response times apply. In the event of an emergency (an uncontrolled water leak), we aim to have someone with you within two hours. For other faults, we will do our best to have someone with you on the same day if you call before 09:00 am or otherwise within 24 hrs of your call.
- 3.3 **Gas leak.** In the event of a gas leak please **call the National Gas Emergency Service on 0800 111 999** (Freephone).

- 3.4 **Time to Repair.** We aim to complete 90% of our repairs within 24 hrs of customers reporting it to us. We will try to come at a time that suits you, including evenings and weekends. Save in exceptional and/ or unforeseen circumstances beyond our reasonable control, you will not have to wait longer than 2 weeks for a non-urgent repair and we have a 24/7 helpline

4. YOUR RESPONSIBILITIES

- 4.1 **Providing us with accurate information.** You must provide us with full and accurate details of any faults and issues relating to, and repairs carried out on, your appliances in the 12 months prior to the commencement of the contract with us, including but not limited to by completing the Appliance History Form.
- 4.2 **Changing your address.** If you move to a new home, you need to tell us as soon as possible. We may start a new contract, transfer your current contract to your new address or if you ask us to, cancel it. You may have to pay a cancellation charge if you wish to cancel the contract.
- 4.3 **Keeping us up to date.** You must keep us informed of any changes to your contact details including telephone number, address or email. If you change a boiler or appliance that's included in one of our products, you need to tell us the make and model of the new one, so we can check that it is an approved appliance and that we can provide the services in respect of it. If we can't, we may need to cancel or amend your product, including by replacing your boiler or appliance.

- 4.4 **Missing payments.** Before we book a repair, or visit, or provide you with any goods, we may ask you to pay any missing payments due. If you fail to do so, we don't need to continue to provide any services or goods included in your product.
- 4.5 **Getting into your home.** You must provide access to your home and ensure that there's someone aged 18 years old or older there at all times during the visit by our engineers (unless we agree otherwise). If we can't get access or no responsible adult is available at your home, we won't be able to complete the work and it's then up to you to arrange another appointment.
- 4.6 **Rearranging a visit.** If you don't re-arrange the appointment, your contract will still continue. After several failed attempts to get into your home, we may cancel your contract, but we'll let you know beforehand.
- 4.7 **Authority to carry out work.** If you're not at the home when our engineer visits, you must make sure that there is somebody else present who can give instructions to our engineer on your behalf.
- 4.8 **Neighbours permission to work.** It is your responsibility to get consent from any relevant third parties (such as a neighbour) where you and they, for example, share a water supply pipe or driveway.
- 4.9 **Working in dangerous or unsafe conditions.** Our engineers won't start or continue doing any work in your home if we believe there's a health and safety risk, for

example: hazardous chemicals, asbestos or pest infestations.

- 4.10 **Unreasonable behaviour.** Our engineers will not attend your home or will immediately leave your home if subjected to verbal or physical abuse or harassment by you or any third party at or around your home.
- 4.11 **Boiler and appliances under warranty.** If your boiler, appliance or system is covered by a third-party warranty, it's your responsibility to make sure that any work we do doesn't affect that warranty.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered, or change the product package, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product or the price of the new product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

6. OUR RIGHTS TO MAKE CHANGES

- 6.1 **Minor changes to the products.** We may change the product:
- (a) to reflect changes in relevant laws and regulatory requirements; and

- (b) to implement minor adjustments and improvements, for example to add features to the product. These changes will not adversely affect your use of the product.

6.2 **More significant changes to the products.** In addition, we may make more significant changes to the products, including by removing or amending the services included in a product, the number of engineer call outs included in the product and response times but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 **When we will provide the products.** During the order process we will let you know when we begin to provide the product to you (i.e. when the package period starts to run) and when and how you can end the contract.

7.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.3 **Commitment Period.** Unless we have agreed a different commitment period, the service and maintenance package

and contract will last for **12 months**, or until such time as you or we end the contract (in accordance with clause 8 and clause 10 respectively.)

7.4 **What happens at the end of the Commitment Period?** We will contact you by email not less than 30 days before the end of the commitment period to check if you want to renew the product for a further 12 months (or such other period as we may agree.) If you do not want to renew the product, it (and the contract) will end at the end of the commitment period. If you do not respond or contact us to let us know that you do not wish to renew, your current home care package will renew automatically for an additional 12-month period. You can cancel the renewal by contacting us by email within 14 days of the date of the renewal. You will have to pay us for any services received during this time.

7.5 **Your legal rights if we deliver goods late.** As part of the product we may agree to supply you with goods. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods, then you may treat the contract for goods (and not, for the avoidance of doubt, any service and maintenance package) as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (considering all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

- 7.6 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.7 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.5 or clause 7.6, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01772 600110 or email us at office@ads-limited.co.uk for a return label or to arrange collection.
- 7.8 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.9 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, (including the provision of any services

under a service and maintenance package or any specific goods) unless the problem is urgent or an emergency. If we have to suspend the product, we will adjust the price so that you do not pay for the product while it is suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than six weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see** clause 11;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 8.2;
 - (c) **If you have just changed your mind about the product, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.4.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6);
- (b) we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.5).

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind within

14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running; and
- (b) any goods which become mixed inseparably with other items after their delivery.

8.5 How long do I have to change my mind?

You have 14 days after the day we email or telephone you to confirm we accept your order and 14 days following any renewal of a package to change your mind. This is your "cooling off period". However, once we have completed any individual services you cannot change your mind, even if the cooling off period is still running. If you cancel after we have carried out any work for you, you must pay us for the work provided up until the time you tell us that you have changed your mind including any of the following:

- (a) any work carried out to ensure safety at your home;
- (b) any bespoke goods that have been ordered; or
- (c) any goods installed at your home,

Please see the cancellation charges table below.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still

end the contract before it is completed, but you may have to pay us cancellation charges.

- 8.7 **When is the contract for a product completed? Goods:** A contract for goods (for example, a new boiler) is completed when the goods are delivered and paid for in full by you. **Services:** A contract for services is completed when we have finished providing the services and you have paid for them. This means that when we have agreed a **12-month service and maintenance package**, the contract is completed **at the end of the 12 months**. If you want to end a contract for a service and maintenance package before it is completed where we are not at fault and after the cooling off period has expired, just contact us to let us know. The contract will end on the date that we receive your notice and we will refund any sums paid by you for the rest of the time you have already paid for on a pro rata basis but we may deduct from that refund (or, if you have not made an advance payment, charge you) cancellation charges – see the cancellation charges table below.
- 8.8 Please note that cancelling your Direct Debit does not cancel your contract and will put you in breach of contract.
- 8.9 **Cancellation charges.** If you or we cancel your contract or any products and we've already completed work for you since you bought or renewed them, you may have to pay cancellation charges.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01772 600110 or email us at office@ads-limited.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Fill in the form in our brochure and post it to us at the address on the form. Or simply write to us at 21-23 Dollywagon Way, South Rings, Bamber Bridge, Preston, Lancashire, England, PR5 6EW, including details of what you bought, when you ordered or received it and your name and address.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you give us false information, including but not limited in the Appliance History Form;

- (d) you do not complete the Appliance History Form whether in whole or in part;
- (e) your boiler or appliance isn't an approved appliance;
- (f) your appliance suffers a recurring or intermittent fault or is otherwise beyond economic repair (**BER**) and you do not agree to us replacing the appliance;
- (g) we find a pre-existing fault during your first service or any breakdown event;
- (h) we can't find the parts we need to repair your boiler, appliance or system, despite our reasonable attempts;
- (i) you put our people's health and safety at risk, for example, physical or verbal abuse;
- (j) your home or home is unfit or unsafe to work in;
- (k) you don't let us in to your home or home to work or deliver and install a new boiler, despite several attempts; and/ or
- (l) we tell you to make permanent repairs or improvements, but you don't.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a percentage of the price calculated as per the table below depending on the date on which we end the contract, as

compensation for the net costs we will incur as a result of your breaking the contract.

- 10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01772 600110 or write to us at 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston PR5 6EW and office@ads-limited.co.uk.

- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example a boiler, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of

satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your item is faulty, then you can get a refund.
- b) Up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

In relation to the repair and inspection **services**, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

- 11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject goods you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 01772 600110 or email or write to us at 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston PR5 6EW and office@ads-limited.co.uk for a return label or to arrange collection.

12. PRICE AND PAYMENT

- 12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on our website or as otherwise quoted to you in writing. The service and maintenance packages are priced as either (i) an annual fee or (ii) a reduced annual fee with an excess payable in respect of each call out. In consideration of the price paid by you we will provide the services detailed in the specific package details, which can be accessed [here.] We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and

unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 12.4 **When you must pay and how you must pay.** When you must pay depends on what product you are buying:
- (a) For **goods** such as a new boiler, you must pay for the products before we dispatch them.
 - (b) For **services** packages, we will agree with you in writing whether:
 - (i) you are agreeing to take the 'excess option' in which case an agreed amount is payable by you in respect of each call out. The excess payment must be made before the visit by one of our engineers or other representatives; and
 - (ii) the annual fee is payable up front, before we start providing the services or we may agree that such fees may be paid monthly by Direct Debit in accordance with clause 12.5 below.
 - (c) For **services** provided in addition to any packages, all payment must be received by us within 7 days of us agreeing to provide the services.

- 12.5 **Recurring Fees.** We use a secure, recurring payment system called GoCardless for your monthly or annual payments. All you must do is complete your Direct Debit instruction, and you'll receive an email confirmation. We will always let you know before any payment comes out of your

account. The price of your package is fixed during the entire commitment period of 12 months.

- 12.6 **Changing your package.** If you would like to reduce the monthly premium, we offer packages that allow you to pay a lower monthly or annual fee if you agree to pay a call out fee for a call out in return.
- 12.7 **Call out and repair work charges.** When we book your repair, we'll ask to pre-authorise your debit or credit card for any call out fees. We will never charge you before completing the agreed repairs.
- 12.8 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.9 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms,

we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 13.2 **We do not exclude or limit in 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 breach of your legal rights in relation to the products as summarised at clause 11.2 and for defective products under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage to your home.** If we are providing services in your home, we will make good any damage to your home caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your home that we discover while providing the services or for any damaged caused by us following your instruction or direction or that could not reasonably be avoided when providing the services to you.
- 13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have

no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website.

15. OTHER IMPORTANT TERMS

- 15.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person for example, a purchaser of your home if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those 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 to provide the products, we can still require you to make the payment at a later date.

- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 15.7 **Complaints procedure.** We really hope that you are happy with the product(s) that we provide and our service levels. However, we appreciate that sometimes things go wrong, so please let us know what has happened. We will handle your complaint or problem as follows:
- (a) contact us (see contact details below) to explain what has happened;
 - (b) our customer service team will acknowledge the complaint; and
 - (c) we will investigate your complaint and keep you informed of the progress with it.

(d) In the majority of cases, we will be able to resolve the complaint within 7 days.

15.8 **Contacting Us.** If you do wish to make a complaint you can do so by:

(a) **Telephone:** call our customer services team on 01772 600110;

(b) **Email:** office@ads-limited.co.uk; or

(c) **Post:** 21-23 Dollywaggon Way, South Rings, Bamber Bridge, Preston PR5 6EW.

15.9 Please provide us with full details of your complaint and contact details so that we can respond to you.

15.10 If you have a complaint about products bought from us online then alternatively you may want to visit the European Commission's online dispute resolution platform:

ec.europa.eu/consumers/odr

SCHEDULE 1
Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

<p>To: ADS Electrical & Mechanical Limited Address: 21-23 Dollywagon Way, South Rings, Bamber Bridge, Preston, Lancashire, England, PR5 6EW. Telephone number: 01772 600110</p>	
<p>I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],</p>	
<p>Ordered on [*/received on [*],</p>	
<p>Name of consumer(s),</p>	
<p>Address of consumer(s),</p>	
<p>Signature of consumer(s) (only if this form is notified on paper),</p>	

Date [*] Delete as appropriate © Crown copyright 2013.	