
T.E.S

TECHNICAL ELECTRICAL SOLUTIONS



You're in safe hands with TES

Welcome to the Business & Home Care Club

Welcome to the Business & Home Care Club! In this document, you will find a full breakdown of your chosen Business & Home Care Club plan, along with our general terms and conditions.

Thank you for Joining our Business & Home Care Club. We are happy to inform you that you are now part of a large community that are stress free in the event of a break down on their fixed wired installation. We understand how expensive and frustrating an unexpected fault on your electrics can be. For this reason we have launched our 2019 Business & Home Care Club, Our qualified engineers are on call 24 hours for 365 days of the year, so you can relax and be sure that we have you covered if you ever needed us.

If you have any queries, or would like to clarify any of our services then please feel free to contact our dedicated Business & Home Care Club support team on 0121 241 0585.

BRONZE HOME CARE PLAN SUMMARY

WHAT IS INCLUDED?

1. Engineers available on the same day, 24 hours 365 days of the year.
2. 5 claims / call outs a year for the assigned address
3. No hidden excess fees
4. Every claim / call out covers your labour and materials cost, equivalent to the value of £500 for the year.
5. Fault finding & Rectification works on your fixed wired installation
6. Emergency call outs of the domestic electrical wiring and supply system including replacing standard accessories such as: (switches, sockets, spurs, circuit breakers, RCDs, Damaged light bulb holders).
7. Fault to the electrical installation as a result of a DIY works.
8. Faulty fuse box / consumer unit. (Replacement not included. If a replacement is needed a quote can be generated)
9. Loss of power to any circuit.
10. Faulty wiring to an immersion heater, storage heater, standard heater (wiring only, no repair or replacement of appliances).
11. Faulty wiring to a shower unit. (Faulty wiring only, complete rewiring of the circuit is not included).

12. Faulty wiring to a Cooker Circuit. (Faulty wiring only, complete rewiring of the circuit is not included).
13. Faulty wiring connected to smoke detectors & Doorbells (Accessories are not replaced)
14. Repairs that require more than one visit to complete the works will be regarded as a 2nd visit and so on.

WHAT IS NOT INCLUDED?

1. A power cut to the property that has not caused permanent damage.
2. The resetting of circuit breakers, which can be reset by you.
3. Any appliances with or without plugs e.g. Ovens/ hobs washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch.
4. Any wiring/electrics outside of the property which are buried below ground level;
5. Damaged security lighting and garden lighting.
6. Replacing a Intruder alarms wiring, electrical gates/garage doors & Air conditioning units.
7. Complete rewiring of a shower circuit
8. Smoke alarms/ fire alarms or door bells
9. Routine electrical maintenance tasks including: 1.Replacing light bulbs, fluorescent tubes and decorative light fittings 2.Replacing fuses in plugs 3. Adjusting timer/temperature control of heaters or Economy 7 timer switches 4. Rewiring your property;
10. All other inclusions detailed in the general terms and conditions. For these purposes the System shall mean the electrics and the electrical wiring situated at the Property
11. Replacement consumer units up to £1200 for the year (If a consumer unit is recommended following an inspection & test or is deteriorating and in a dangerous condition then a replacement consumer unit will be carried out).
12. Failed electrical dimmer switch damaged dimmer switch.
13. Permanent damage to the commercial and domestic electrical wiring only caused by a power cut.

SILVER HOME CARE PLAN SUMMARY

WHAT IS INCLUDED?

1. Engineers available on the same day, 24 hours 365 days of the year.
2. Visual inspection of your property, 12 months after your continuous membership
3. 10 claims / call outs a year for the assigned address
4. No hidden excess fees
5. Every claim/ call out covers your labour and materials cost, equivalent to the value of £500 for the year.
6. Fault finding & Rectification works on your fixed wired installation
7. Emergency call outs of the domestic electrical wiring and supply system including replacing standard accessories such as: (switches, sockets, spurs, circuit breakers, RCDs, Damaged light bulb holders).
8. Fault to the electrical installation as a result of a DIY works.
9. Faulty fuse box / consumer unit. (Replacement not included. If a replacement is needed a quote can be generated)
10. Loss of power to any circuit.
11. Faulty wiring to an immersion heater, storage heater, standard heater (wiring only, no repair or replacement of appliances).
12. Faulty wiring to a shower unit. (Faulty wiring only, complete rewiring of the circuit is not included).
13. Faulty wiring to a Cooker Circuit. (Faulty wiring only, complete rewiring of the circuit is not included).
14. Faulty wiring connected to smoke detectors & Doorbells (Accessories are not replaced)
15. Repairs that require more than one visit to complete the works will be regarded as a 2nd visit and so on.

WHAT IS NOT INCLUDED?

1. A power cut to the property that has not caused permanent damage.
2. The resetting of circuit breakers, which can be reset by you.

3. Any appliances with or without plugs e.g. Ovens/ hobs washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch.
4. Any wiring/electrics outside of the property which are buried below ground level;
5. Damaged security lighting and garden lighting.
6. Replacing a Intruder alarms wiring, electrical gates/garage doors & Air conditioning units.
7. Complete rewiring of a shower circuit
8. Smoke alarms/ fire alarms or door bells
9. Routine electrical maintenance tasks including: 1.Replacing light bulbs, fluorescent tubes and decorative light fittings 2.Replacing fuses in plugs 3. Adjusting timer/temperature control of heaters or Economy 7 timer switches 4. Rewiring your property;
10. All other inclusions detailed in the general terms and conditions. For these purposes the System shall mean the electrics and the electrical wiring situated at the Property
11. Replacement consumer units.(If a replacement consumer unit is recommended following an inspection & test or is deteriorating and in a dangerous condition then a quotation can be generated).
12. Failed electrical dimmer switch damaged dimmer switch.
13. Permanent damage to the commercial and domestic electrical wiring only caused by a power cut.

GOLD HOME CARE PLAN SUMMARY

WHAT IS INCLUDED?

1. Engineers available on the same day, 24 hours 365 days of the year.
2. EICR, inspection & test up to 15 circuits every 12 months, one year after your continuous membership
3. Visual inspection of your property 30 days after your continuous membership.
4. Unlimited claims-call outs a year for the assigned address

5. No hidden excess fees
6. Every claim / call out covers your labour and materials cost, equivalent to the value of £1000 for the year.
7. Fault finding & Rectification works on your fixed wired installation
8. Emergency call outs of the domestic electrical wiring and supply system including replacing standard accessories such as: (switches, sockets, spurs, circuit breakers, RCDs, Damaged light bulb holders).
9. Fault to the electrical installation as a result of a DIY works.
10. Faulty fuse box / consumer unit. (Replacement not included. If a replacement is needed a quote can be generated)
11. Loss of power to any circuit.
12. Faulty wiring to an immersion heater, storage heater, standard heater (wiring only, no repair or replacement of appliances).
13. Faulty wiring to a shower unit. (Faulty wiring only, complete rewiring of the circuit is not included).
14. Faulty wiring to a Cooker Circuit. (Faulty wiring only, complete rewiring of the circuit is not included).
15. Faulty wiring connected to smoke detectors & Doorbells (Accessories are not replaced)

WHAT IS NOT INCLUDED?

1. A power cut to the property that has not caused permanent damage.
2. The resetting of circuit breakers, which can be reset by you.
3. Any appliances with or without plugs e.g. Ovens/ hobs washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch.
4. Any wiring/electrics outside of the property which are buried below ground level;
5. Damaged security lighting and garden lighting.
6. Replacing an Intruder alarms wiring, electrical gates/garage doors & Air conditioning units.

7. Complete rewiring of a shower circuit
8. Smoke alarms/ fire alarms or door bells
9. Routine electrical maintenance tasks including: 1.Replacing light bulbs, fluorescent tubes and decorative light fittings 2.Replacing fuses in plugs 3. Adjusting timer/temperature control of heaters or Economy 7 timer switches 4. Rewiring your property;
10. All other inclusions detailed in the general terms and conditions. For these purposes the System shall mean the electrics and the electrical wiring situated at the Property
11. Replacement consumer units. (If a replacement consumer unit is recommended following an inspection & test or is deteriorating and in a dangerous condition then a quotation can be generated).
12. Failed electrical dimmer switch damaged dimmer switch.
13. Permanent damage to the commercial and domestic electrical wiring only caused by a power cut.

PLATINUM BUSINESS & HOME CARE PLAN SUMMARY

WHAT IS INCLUDED?

1. Engineers available on the same day, 24 hours 365 days of the year.
2. EICR, inspection & test up to 30 circuits every 12 months, one year after your continuous membership for one assigned address (Two assigned addresses can be alternated every 12 months)
3. Visual inspection of your property 30 days after your continuous membership.
4. Unlimited claims-call outs a year for 2 assigned addresses
5. Each claim covers you for parts, labour and materials equivalent to a value of £1,200 for the year
6. No hidden excess fees
7. Fault finding & Rectification works
8. Emergency call outs of the Commercial or Domestic electrical wiring and supply system including replacing standard accessories such as: (switches, sockets, spurs, circuit breakers, RCDs, Damaged light bulb holders).
9. Failure of the electrical wiring as a result of a DIY accident.
10. Breakdown of a fuse box / consumer unit.

11. Replacement consumer units up to £1200 for the year (If a consumer unit is recommended following an inspection & test or is deteriorating and in a dangerous condition then a replacement consumer unit will be carried out).
12. Lost power to all circuits.
13. Failed electrical dimmer switch damaged dimmer switch.
14. Damaged light bulb holders.
15. Damaged wiring to security lighting and garden lighting.
16. Faulty wiring to an immersion heater, storage heater, standard heater (A repair of the appliance will be attempted but no replacement of appliances).
17. Faulty wiring to a shower unit. (Whole rewiring if needed).
18. Faulty wiring connected to the following appliances: Hobs, Ovens & Cookers (Whole rewiring if needed).
19. Wiring only to Intruder alarms and fire alarms, smoke detectors, Doorbells, electrical gates/garage doors & Air conditioning units.
20. Permanent damage to the commercial and domestic electrical wiring only caused by a power cut.

WHAT IS NOT INCLUDED?

1. A power cut to the property that has not caused permanent damage.
2. The resetting of circuit breakers, which can be reset by you.
3. Any appliances with or without plugs e.g. Ovens/ hobs washing machines, kettles, fairy lights, or any wiring/electrics past the isolation switch.
4. Any wiring/electrics outside of the property which are buried below ground level;
5. Smoke alarms/ fire alarms or door bells accessories
6. Routine electrical maintenance tasks including: 1.Replacing light bulbs, fluorescent tubes and decorative light fittings 2.Replacing fuses in plugs 3. Adjusting timer/temperature control of heaters or Economy 7 timer switches 4. Rewiring your property;
7. All other inclusions detailed in the general terms and conditions. For these purposes the System shall mean the electrics and the electrical wiring situated at the Property

OUR TERMS & CONDITIONS

1. THESE TERMS

1.1 What these terms cover.

These are the terms and conditions on which we supply our services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Technical Electrical Solutions Limited a company registered in England and Wales. Our company registration number is 06905847 and our registered office is at 887 Chester Road Birmingham B24 0BS.

2.2 How to contact us. You can contact us directly by telephoning our customer service team on 0208 533 8414 or by emailing us at careclub@testeam.co.uk

2.3 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.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

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

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the service where we have agreed to provide you with a fixed price repair service or repair. This could be for any reason and we will not be under any obligation to tell you why we are unable to accept your order.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered, 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 service, 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 7, Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the services. We may change the services: (a) to reflect changes in relevant laws and regulatory requirements; and (b) to implement minor technical adjustments and improvements. These changes will not affect the manner in which we provide the services to you.

5.2 More significant changes to the services and these terms. In addition, we may have to make significant changes to the services we offer, 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 services for but not received. Any fixed price repair service of repair carried out by us prior to the contract coming to any end will be chargeable.

6. YOUR RESPONSIBILITIES

6.1 You will:

(a) Co-operate with us in all matters relating to the services;

(b) Pay for the services on the date due;

(c) provide us and our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the property and use of such other facilities as we may reasonably require including but not limited to access to the mains electricity, gas and water;

(d) Provide, in a timely manner, such information and material as we may reasonably require, and ensure that it is accurate in all material respects;

(e) be responsible (at your own cost) for preparing and maintaining the property for the supply of the services, including identifying, monitoring, removing and disposing of any hazardous materials from the property and removing any obstructions which may hinder our access to the property;

(f) Follow our instructions as to the use and maintenance of the system;

(g) Insuring any goods supplied by us from the time we deliver them to you.

6.2 If our ability to perform any of our obligations are prevented or delayed because of your failure to comply with the obligations set out in these terms, we will not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.

6.3 You will be responsible for all reasonable costs, charges or losses sustained or incurred by us which arise directly or indirectly from your failure to perform your obligations under this agreement, subject to us confirming such costs, charges and losses to you in writing.

6.4 Your responsibilities also apply to any additional services that we may agree to provide. **6.5** You warrant that you own the Property at which the Services are to take place and that you have authority to instruct us to carry out the Services without the permission of a third party.

7. PROVIDING THE SERVICES

7.1 When we will provide the services. During the order process we will let you know when we will start to provide the services to you. We will also tell you during the order process when and how you can end the contract. The order will set out the minimum term of the contract and what happens at the end of that term if neither you or we have terminated the contract early in accordance with these terms.

7.2 We are not responsible for delays outside our control. If our supply of the services 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 steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

7.3 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

7.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the services to you, for example, details of your system and any previous work or repairs carried out on the system. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5 Reasons we may suspend the supply of services to you. We may have to suspend the supply of a service to:

- (a) deal with technical problems or make minor technical changes;
- (b) reflect changes in relevant laws and regulatory requirements;
- (c) make changes as requested by you or notified by us to you (see clause 5).

7.6 We may also suspend supply of the service if you do not pay. If you do not pay us for the services when you are supposed to (see clause 12.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. As well as suspending the services we can also charge you interest on your overdue payments (see clause 12.5).

7.7 We will not provide the following services under this contract. Should you ask us to do this work, and should we agree to do this, we will raise additional charges which will be payable prior to us carrying out the necessary work:

(a) faults that exist prior to the date we commence the services and have been specifically excluded from the services we are providing to you under Term 5.1;

(b) faults that are identified during the initial service, repair or inspection and which we inform you will be excluded from the services We are providing to you;

(c) faults which have arisen during the last 5 years that could not be identified by our engineer during the initial inspection using a reasonable standard of care;

(d) faults which result from any damage or misuse of the system by you or a third party;

(e) faults which result from your failure to maintain the system in accordance the manufacturer's instruction;

(f) faults which arise as a result of your failure to follow our advice in relation to the maintenance of the system;

(g) faults that arise because of faults in the property including but not limited to subsidence;

(h) damage to cables outside the property;

(i) any fault arising as a result of a modification made to the system by you or a third party without Our prior written consent;

(j) faults caused by pollution or contamination of any kind, animals or insects or by adverse weather conditions including but not limited to freezing weather conditions, storms, floods or lightning;

(k) faults caused by fire, explosion, structural repair, accident, earthquakes, subsidence, malicious damage, burglary or attempted burglary, theft or attempted theft, defective materials, demolition or alteration of the Property, hostilities, war, invasion, terrorism, civil war, military power, riot or any hazardous properties or materials;

(l) faults which are covered by your insurance or which would have been covered by a normal domestic homes insurance policy;

(m) faults that are result from a change to or problems with the provision of any service by any utility service provider including gas, electricity and water;

(n) the repair of faults relating to any system or fitting not owned by you or which you do not have responsibility for;

(o) the repair of any fault that results from the property being left unoccupied for a period of 28 days;

(p) any repairs or replacements which are in our reasonable opinion beyond economic repair, which means that in our opinion the cost of the repair is 60% of the manufacturer's current retail price including VAT.

(q) the removal of asbestos;

(r) the replacement or repair of any decorative or cosmetic improvements to the property that do not affect your use of the System;

(s) the replacement or repair of any parts that have ceased to work as a result of fair wear and tear or ordinary deterioration;

(t) the repair of any item not conforming to any applicable legal standards;

(u) consumable items;

(v) the repair of any faults resulting from the system not being installed in accordance with the manufacturer's specifications (including servicing);

(w) work on any item which our engineers cannot readily access without the need for permanent or temporary removal of obstructions;

(x) where the parts required are not readily available from stockists or manufacturers;

(y) repairing or redecorating any part of the property where we have caused damage when providing the Services unless the damage was caused by our negligence;

(z) repair of systems or fittings that have failed as a result of weather conditions

(aa) the replacement of decorative lights or bulbs except where we have specifically stated otherwise;

(bb) Resetting timing or other controls which have changed as a result of seasonal time differences;

(cc) providing any monetary alternative to the Services except where we otherwise agree in writing;

(dd) maintaining or replacing buried steel or pvc conduit.

7.8 Where we agree to provide Services to a system which is not readily accessible without the permanent or temporary removal of any obstruction you agree to pay for any time spent removing the obstruction and such charges will be based on our charges shall apply from time to time. We are not responsible for restoring the obstruction or the original surface.

7.9 Any decision to repair any part of the system where it is not in our reasonable opinion practicable or economic to do so shall be entirely at our discretion.

7.10 Unless we give our prior written approval we are not required to reimburse any third party instructed by you to carry out the services.

7.11 The services will be provided only to the system and fittings on the interior of the property which you warrant are a domestic property with no more than 6 bedrooms or a commercial property

7.12 You acknowledge that any repairs and replacements may not be on a like-for-like basis and that we may use reconditioned parts.

7.13 We will use all reasonable endeavours to perform the services in accordance with any dates and/or times given to you but any dates and times given by us shall be treated as target dates and times only and time shall not be of the essence.

7.14 We do not provide advice over the telephone and do not accept any liability for any advice given in this way.

7.15 Where we are required to repair or maintain the system we may choose any of the following options:

(a) carry out such work as is necessary to remedy any fault;

(b) replace all or any part of the system;

(c) refund the value of the defective goods on the condition that any refund will not be more than the amount of the minimum fee that has been paid by you on the date that the fault occurs.

(d) We will not be responsible for any modification to the system that had been made by you or a third party without our prior written consent.

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 service repaired or replaced or a service reperformed 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 service, 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 and you will have to pay the costs of any services provided to you during the cooling-off period;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.5.

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 services which have not been provided.

The reasons are:

(a) we have told you about an upcoming change to the service or these terms which you do not agree to (see clause 5.2);

(b) we have told you about an error in the price or description of the service you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the services may be significantly delayed because of events outside our control;

(d) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most services 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 How long do I have to change my mind? You have 14 days after the day we email you to confirm we accept your order. If you cancel after we have started to provide the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.5 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 (see clause 7.1), you can still end the contract before it is completed. A contract for services is completed at the end of the minimum term (or at the end of any agreed extension to that term) and you have paid for them. If you want to end the contract before it is completed where we are not at fault and you have no right to change your mind, just contact us to let us know. You will still have to pay us our charges to the end of the minimum term (or agreed extension) but we will cease to provide the services.

8.6 If we have carried out a fixed price repair or service. If we have carried out a fixed price repair or service, you will be invoiced for the cost of the repair at the rate of £85 per hour plus materials.

8.7 If we have given you a discount on any repair, installation or maintenance. If we have given you a discount on any repair, installation or maintenance, you will be invoiced for the cost of the discount given. For example, if your job cost £150 and you benefited from a 15% discount, and you paid £127.50, you will be invoiced for the equivalent discount of £22.50.

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) By email. Email us at careclub@testeam.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address. We can also be found at www.testeam.co.uk.

(b) By post. Write to us at TES TEAM, 58 Clifden Road London E5 0LJ including details of the services you bought, your order or customer number, 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 service 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 services, for example, details of your system and any previous work or repairs carried out on the system;

(c) you do not, within a reasonable time, allow us access to your premises to supply the services.

(d) If you cancel the agreement within the Cooling Off period after receiving a discount on the initial or prior repair, the Supplier will recover a sum equivalent to the amount of this discount, in this event the supplier will advise you of the amount due. Payment must be made within seven days. Once this payment is received, the Supplier will issue you with an invoice for the total amount paid.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we may charge you for the net costs we will incur as a result of your breaking the contract, the amount of such charge being at our discretion.

10.3 We may withdraw the service. We may write to you to let you know that we are going to stop providing the service. We will let you know at least 7 days in advance of our stopping the supply of the service and will refund any sums you have paid in advance for services which will not be provided.

11. IF THERE IS A PROBLEM WITH THE SERVICE

11.1 How to tell us about problems. If you have any questions or complaints about the service, please contact customer services on 0208 533 8414 or email us at careclub@testeam.co.uk

11.2 Summary of your legal rights.

We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the service. 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. As we are providing you with a service, the Consumer Rights Act 2015 says:

- 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.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

12. PRICE AND PAYMENT

12.1 Where to find the price for the service.

The price of the service will be the price indicated in on your order form. We take all reasonable care to ensure that the price of the service advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the service you order.

12.2 What happens if we got the price wrong? It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service'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 unmistakable 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.

12.3 When you must pay and how you must pay. We accept payment by way of credit or debit card or direct debit:

(a) Our charges for the minimum term will be set out in the order.

(b) Where the charges for the minimum term are payable in full, these must be paid not less than 14 days prior to the date we intend to start to provide the services.

(c) Where the charges for the minimum term are payable quarterly we will require you to pay each instalment by direct debit, credit card or under such continuous bank authority (direct debit or credit or debit card) as we direct on the 1st day of each new quarter in advance.

(d) Where the charges for the minimum term are payable monthly we will require you to pay each instalment by direct debit, credit card or under such continuous bank authority (direct debit or credit or debit card) as we direct on the 1st day of each new month in advance.

12.4 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 3% a year above the base lending rate of HSBC Bank Plc 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.

12.5 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 and we will not charge you interest until we have resolved the issue.

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 services as summarised at clause 10.1; supplied with reasonable skill and care and, where installed by us, correctly installed and for defective services under the Consumer Protection Act 1987.

13.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services 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

14.1 How we will use your personal information. We will use the personal information you provide to us:

(a) to supply the services to you;

(b) to process your payment for the services; and

(c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

14.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement 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 (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person 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.

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 services, 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 services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.