

Terms and Conditions C M Y CM MY CY CMY K Drain-sense-assist terms and conditions.pdf 1
04/07/2018 11:47:59 Drain-sense-assist - Terms & Conditions: 1. PRODUCT REQUIREMENTS In order to enter in to this Contract You must meet each of the following requirements: • Your Home must be located in the United Kingdom (including the Isle of Man and the Isle of Wight); and • You must be the legal owner of the Home. 2. GENERAL CONDITIONS UK Law – Your Agreement is bound by the laws of whichever country the Property included in Your Agreement is in – England and Wales or Scotland. English Language - Everything we write to You – including terms and conditions – will be in English. 3. DEFINITIONS Drain-sense-assist - Boiler Service and Maintenance Products provided by Drain-sense-assist Ltd. “We or Us” – meaning Drain-sense-assist . By “You” or “Your” we mean the person(s) named on Your Schedule, plus the people who normally live in Your Home, including any tenants. Only the person(s) named on the Schedule can amend or cancel the Agreement. Contract – means these Terms and Conditions and Your Schedule. Contract Price – means the price You must pay for the Drain-sense-assist Product You have chosen, as specified in Your Schedule. Contract Year – means the period of 12 months commencing on the Start Date of Your Contract or if You elect to renew Your Contract the period of 12 months commencing on the Renewal Date. Emergency – Means: 1. with regard to Plumbing & Drainage Care, an uncontrollable water leak to Your Plumbing System or Drainage System which, if left until Our Engineers Normal Working Hours would cause extensive damage to Your Home or would expose You to a risk to Your health, or if You are a Vulnerable Customer, an uncontrollable water leak to Your Plumbing or Drainage System; or 2. with regard to Electrical Care, a fault with Your Electrical Wiring which, if left until Our Engineers Normal Working Hours would cause extensive damage to Your Home or would expose You to a risk to Your health, or if You are a Vulnerable Customer, a fault with Your Electrical Wiring. Access and Making Good – getting to Your boiler, appliance or System, to fix or service it and then Repairing any damage we may cause in getting access to Your boiler, appliance or System by Replacing items such as cabinets or cupboards that we have removed and by filling holes we have made and leaving a level surface – we will not Replace or restore the original surface or covering, for example, tiles, floor covering, decoration, grass or plants. Accidental Damage – when you do something that stops Your boiler or System from working properly – without meaning to. Agreement – all of the Products You have with Us. Approved List - Boiler, appliances or parts that We can Repair or Replace. Boiler and Controls – a single natural gas, oil or liquid petroleum gas boiler or warm air unit on Your Property that is designed for Home use and has the capacity of up to 70KW - as well as the flue and the wired or wireless controls that make it work, including the programmer, thermostats, motorised valves and Central Heating pump. Central Heating – the heat and hot water System on Your Property – including Your expansion tank, radiators, bypass and radiator valves, warm-air vents, Cylinders, any immersion heater and its wired in timer switch, and the pipes that connect them. Cylinders - a tank that stores hot water. Drains – the system of waste water pipes and drain on Your Property. Gas Supply Pipe – the pipe that connects Your gas meter to Your boiler and other gas appliances You have on Your Property. Home – the building, including any attached garage or conservatory where You live or a Home You own, including holiday Homes or rental properties. Home Electrics – the electrical system on Your Property from and including the fuse box, and any wiring to Your electrical fixtures – including light fittings and switches, sockets, isolation switches, extractor fans up to 15cm in diameter, doorbells and smoke alarms that are connected to the wiring, doorway and security lighting as long as they are fitted less than 10 meters above ground. Maximum Cost – means: 1. in relation to Plumbing & Drainage Care, £500 (including parts, labour and VAT) for Plumbing System Repairs during any Contract Year; 2. in relation to Electrical Care, £500 (including parts, labour and VAT) for all Electrical Wiring Repairs during any Contract Year and £500 (including parts, labour and VAT) for any one Repair. 3. in relation to Central Heating Care, £500 (including parts, labour and VAT) for any Central Heating System Repairs in any Contract Year and £500 (including parts, labour and VAT) for any one Repair. Monthly Payment – means that the part of the Contract Price which You must pay each calendar month. Powerflush – a process carried out where we remove the Sludge from Your Central

Heating System. Period of Agreement – the day we accept Your application until Your Agreement runs out as detailed on Your Schedule. Plumbing – the water system in Your Home including Your hot and cold water pipes between Your internal stopcock up to Your taps and garden taps attached to Your Home. The flexible pipes to Your kitchen appliances. The hot and cold water tanks including Your immersion heater, isolation, ball and radiator valves, and toilet siphons. Products – cover or service for certain appliance(s) or System(s). Property – a Home and all the land up to Your boundary – including any detached outbuilding. Renewal Date – means if You elect to renew Your Contract, the date on which Your renewed Contract starts, which will normally be the anniversary of Your Start Date. Repair(s)/Repairing/Repaired - to fix Your boiler, appliance or System following an individual fault or break down. Replacement/Replace/Replacing - where we Replace Your boiler, appliance or parts with an approved standard alternative. We will provide Replacements with a similar functionality but not necessarily an identical make and model or type or fitting. Start Date – means the date on which Your Contract will start as set out in Your Schedule. Sanitary Ware – Your toilet bowl and cistern, bidet, sink, pedestal, bath and shower tray. Sludge – the natural build-up of deposits in Your boiler or Central Heating System, and Your pipes, radiator and heat exchanger corrode over time. Schedule - the document that shows the Products you have with us, the Period of Agreement and how much you are paying. System – all parts of Your Central Heating, Plumbing, Drains or Home Electrics. Upgrades – improvements that make Your boiler, appliance or System safer, or more efficient. Warm-air – where Your Home is heated by warm air flowing through vents, not hot water flowing through radiators. Beyond Economic Repair (BER) – means that it would cost more to Repair the boiler than to Replace it. Normal Working Hours: for our engineers between 08.00 AM – 5.00 PM (Monday to Friday excluding bank holidays). Or for our contact centre, 24 hours a day, 365 days a year. Emergency Out of Hours – means the hours outside of Normal Working Hours for engineers. Vulnerable Customer – Means any person who: • Is residing at the Home and is aged over 70 or; • Has a child residing at the Home who is under 3 years old; or • Has a medical condition that would mean that to wait for our engineers' Normal Working Hours would endanger the life of that person.

4. OUR MAINTENANCE CONTRACTS BOILER & CONTROLS

What's covered: All Repairs and Replace to: • No limit on boiler Repairs – unless the boiler is BER. • A single natural gas, LPG, oil boiler or warm - air unit on Your Property that is; • Designed for Home use and has a heat output capacity of up to 70 KW. • The flue including the flue termination, up to one meter in length. • Repair and Replace wired or wireless controls that operate Your boiler including the programmer or any thermostats, motorised zone valve and Central Heating pump. What's not covered: • Boilers that still work but may have a noise. • Venting and airing radiators. • Underfloor heating, pipework or controls. • Damage caused by lime-scale, Sludge or other debris. If we have advised you previously that you need to carry out Repairs, improvements, flushout, or a similar process, but you have not done so. • Repairing or Replacing the flue including the terminal if it's over 1 meter in length. • Repairing or Replacing the flue including the flue terminal for any open flue appliances. • Replacing or topping up Central Heating inhibitor unless We have removed it. • Any parts of Your Boiler and Controls which directly supply a swimming pool. • Resetting Your controls or Replacing the batteries. • Repairing or Replacing Your Central Heating System. • Accidental Damage.

CENTRAL HEATING

What's covered: All Repairs to the heat and hot water System on Your Property including: • Expansion tank, radiators, thermostatic radiator valves, automatic air vent and bypass valves. • Warm-air vents. • Cylinders - and any immersion heater and its wired timer switch. • The Central Heating pipes that connect the Central Heating System. • A Replacement of parts of Your Central Heating System and gas supply pipe if we cannot Repair them. • This Contract includes unlimited call-outs unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the Contract Year, or in Our reasonable opinion will exceed the relevant Maximum Cost. What's not covered: • Damage caused by lime-scale, Sludge or other debris. • If we have told You before that You need to carry out Repairs, improvements, but You have not done so. • Fixing showers, shower pumps and all types of taps. • Underfloor heating, pipework or controls. • Supply of curved, vertical, designer and non-standard radiators. • Repair and Replacement of electrical elements in radiators. •

Replacing or topping up Central Heating inhibitor unless We have removed it. • Any parts of Your Central Heating which directly supply a swimming pool. • Oil tanks, oil fire valves, oil pipe line/ pipework leading from the tank to the boiler and any other oil components that are not internal to the boiler. • LPG tanks, regulators, hoses and pipework leading from the Cylinders to the boiler and any other LPG components that are not internal to the boiler. • Accidental Damage. CALL OUTS • If your boiler needs to be fixed or replaced we will send one of our engineers out to you to assess the problem. • In some circumstances we are unable to get an engineer out to you, we will let you arrange a local engineer to attend the call out and pay any labour and materials of up to £500.

PLUMBING What's covered: • The Plumbing System in Your Home including: • Repair leaking pipes or joints – copper or plastic. • Repair leaking overflows. • Repair to soil and vent pipes. • Your hot and cold water pipes from Your internal stopcock, to the pipework leading to Your tap(s) or shower(s). • The hot and cold water tanks including immersion heaters, toilet siphons, ball valves, isolation valves and radiator valves. • This Contract includes unlimited call-outs unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the Contract Year, or in Our reasonable opinion will exceed the relevant Maximum Cost. What's not covered • Your water supply pipe from the boundary of Your Property, to Your Home. • No steel or lead pipework. • Any cost of water lost during a leak. • Quieting noisy pipes that are not caused by the expansion and Contraction of pipes, as they heat and cool. • A Repair or Replacement to taps, showers and shower pumps. • Sanitary ware, spa baths, jacuzzi, seals and grout. • No external pipework (Plumbing or drainage) over 6 meters in height. • Any parts that are designed to boost Your mains water pressure. • Water softeners, water filters and waste disposal units. • Plumbing in detached outbuildings, swimming pools, fountains, ponds or water features and water pipes running to or from them. • Rainwater pipes or guttering. • Frozen pipes that need defrosting where there is no other damage. • Shared water supply pipes. • Accidental Damage. **DRAINS** What's covered: • Repair or Replacement of the parts that We cannot Repair. • To unblock Drains to restore flow. • Repair leaking overflows. • Repair to soil and vent pipes. • This Contract includes unlimited call-outs unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the Contract Year, or in Our reasonable opinion will exceed the relevant Maximum Cost. What's not covered: • Rainwater guttering and down pipes, manholes and their covers, soak-ways, septic tanks, cesspit's, drainage pumps, macerators, treatment plants and their outflow pipes. • Cleaning and de-scaling Your Drains. • Shared Drains. • Drainage pumps/pumped Systems. • Accidental Damage. **5. HOME ELECTRICS** What's covered All Repairs to: • The electrical system on Your Property including; • The fuse box and any wiring to Your electrical fixtures. • Light fittings and switches, sockets, isolation switches and Your immersion heater timer switch. • Lost power to circuit. • Extractor fans up to 15cm in diameter. • This Contract includes unlimited call-outs unless the Repair or Replacement, including parts, labour and VAT, exceeds the Maximum Cost within the Contract Year, or in Our reasonable opinion will exceed the relevant Maximum Cost. What's not covered: • Doorbells, satellite dish, radio & television aerial, smoke alarms, electrical gate, air conditioning units/System and door entry System that are connected to the wiring. • A power cut to the Property that has caused permanent damage. • Doorway and security lighting. • Light bulbs. • Electrical appliances including non-permanent wiring e.g. kettles, fairy lights or other appliances on a plug. • Electric showers and their parts, cooker extractor hoods, storage and panel heaters, underfloor heating, controls, pumps, detectors, timers and programmers. • Solar panels and their inverters. • The electricity suppliers cable up to the fuse box. • Power cables between Your Home and any detached outbuilding on Your Property. • Any Repairs to the electrics in Your outbuilding if the supply is connected to a separate electricity meter than Your Home. • Rubber or lead covered cables. • Complete System rewire. • Any part of the electrical wiring where completing a Repair would result in breach of the current electrical wiring regulations and electrical safety standard BS7671. • Accidental Damage. **6. GENERAL EXCLUSIONS** • Any incidents that require maintenance or Repair within the first 28 days of Your Start Date. • Any boiler in commercial premises including schools or care homes. • Any inadequacy attributing to original installation or design of the System. • Any damage due to the failure of water, gas or electricity

supply. • Any work including de-scaling that may arise due to hard water scale deposits or aggressive water supply. • Oil tanks, oil fire valves, oil pipe line/pipework leading from the tank to the boiler and any other oil components that are not internal to the boiler. • LPG tanks, regulators, hoses and pipework leading from the Cylinders to the boiler and any other LPG components that are not internal to the boiler. • Mechanical breakdowns due to Sludge build-up within the System, removal of products or corrosion from within the System should the heat exchanger or heat bank fail, this will deem the boiler to be Beyond Economic Repair. • Any damage or defect caused by lightening, frost, explosion, war, flood, storm, tempest, fire, impact or other extraneous causes or any other risk normally insured under household or other insurances. • Any defect caused through Accidental Damage (except where Accidental Damage caused by you is specifically stated as being included under Your Boiler Service and Maintenance Product), intentional risk taking, negligence, misuse, third party interference or malicious or wilful action. • The Replacement of decorative parts. • Any adjustment of time and temperature controls, bleeding radiators or pressurising sealed systems and relighting pilot lights. • The fabric of the building and any pipework including flues buried in it. • Any faults present at the time of signing the initial Contract, any call-outs deemed to have been preexisting to the commencement date of the Boiler Service and Maintenance Product and within the first 28 days of the Contract will not be covered and may incur a charge for the call-out and any parts required, at the current Drain-sense-assist rates, variable to the day and time of the call-out. • Replacement of flues. • Consumables (e.g. batteries, filters, inhibitor, fuses, oil nozzles and igniter's). • Asbestos associated with Repairing the Central Heating appliance/System. When you have had any asbestos removed, you must give us a clean-air certificate before we will do any further work at Your Property. By law, the person who removes the asbestos must give you a clean-air certificate. • Commencing and/or continuing services where we reasonably consider that there is a Health and Safety risk including the presence of hazardous materials; infestations; or harassment of our personnel, including verbal or physical abuse. We will not recommence work until the Health and Safety risk has been rectified to our satisfaction. • Parts of a Central Heating System or Controls that are specifically designed for underfloor heating. • Lead and steel pipework. • Parts of a Central Heating System or Controls designed to incorporate any other heat source, for example solar water heating or solid fuel heating, ground, air and water heat pumps. • Combined cooking and heating appliances. • Replacement of bespoke or designer radiators, and their components, other than with standard parts. • Fan assisted convector heaters or immersion heaters 7. BOILER REPLACEMENT COVER • There are circumstances where by Your boiler cannot be Repaired, for example, if Your Boiler is deemed to be Beyond Economic Repair (BER) or if the parts for Your boiler cannot be sourced you will need a new boiler, we will pay £500 towards a new boiler. Installations need to be installed by one of our Drain-sense-assist engineers or a contractor we supply. • If Your boiler cannot be Repaired and is deemed to be older than 7 years, then You will not be entitled to a Replacement. • If your boiler is deemed BER and isn't eligible for Replacement, as a Drain-sense-assist Customer, you may be entitled to a discount for a new boiler installed by Us. • If regulations require Your boiler to be moved to a new location in Your Home or the original Boiler was installed incorrectly, we reserve the right to charge You for any necessary re-piping to Your Central Heating System. • No cash alternatives will be offered for Boiler Replacement. • Your Replacement Boiler will be supplied and fitted by Us at a mutually agreed date within a maximum of 4 weeks of Us determining Your boiler as being BER. This is subject to You being available to provide Us access. 8. THE CONTRACT This section sets out the general terms and conditions which apply to Your Contract. • This Contract is between You and Us for the Safety and Maintenance inspections and Repairs, included in Your selected Drain-sense-assist Product. We will provide these safety and maintenance inspections and Repairs to you in accordance with this Contract. • Nothing in this contact will affect either Our or Your statutory rights. • If We offer Renewal of Your Contract, We may vary the terms and conditions of this Contract, effective as of Your Renewal Date. In such an event, We will write to You at Your email address detailed in the Schedule. • This Contract is specific to You and Your Home. The rights and obligations of this Contract cannot be transferred to another Property or party without our written

consent. • We may transfer all our rights and obligations under this Contract to another company. If we do so, neither Your rights nor our obligations and liabilities under this Contract will be affected by any transfer. • We reserve the right to utilise carefully selected partner services in order to help us provide safety and maintenance inspections and Repairs.

8.1. THE DURATION OF YOUR CONTRACT

• Your Contract with Us is for the period of 12 months unless ended prematurely by either You or Us in accordance with section 8.9. • Unless You tell us prior to Your Renewal Date that You do not wish to renew Your Contract, We will assume that you wish to renew Your Contract a further 12 months. • You will be responsible for paying the applicable charges for Your chosen Drain-sense-assist Product for those 12 months.

8.2. PROVISIONS OF THE SAFETY AND MAINTENANCE INSPECTION AND REPAIRS

• We will provide You with the safety and maintenance and Repairs included in Your chosen Drain-sense-assist Product, in accordance with this Contract.

8.2.1. APPOINTMENT TIMES

• Safety and maintenance inspections and Repairs will be arranged during Drain-sense-assist engineers Normal Working Hours, unless it is deemed by Us to be an Emergency. If We deem it an Emergency or that you are a Vulnerable Customer, you will be given priority call-out. • Less urgent appointments may have to be rescheduled at times of high demand. • If prior to the appointment You declare to Us that You are (i) a Vulnerable Customer and/or (ii) Your maintenance or Repair is an Emergency, but upon arrival at Your Home our engineer discovers that these statement(s) were untrue, We reserve the right to charge You at Emergency call-out rates.

8.2.2. GAINING ACCESS TO YOUR HOME

• You are responsible for arranging appointments with Us. • You are responsible for providing us Access to Your Home at the time of the appointment. • We cannot carry out the work if we are unable to gain Access to Your Home. In the event that We cannot gain Access, We will notify You by letter or email. If You wish to arrange another appointment, it is Your responsibility to do so and to provide Us access to Your Home at an agreed time and date. • If You fail to give Us Access to Your Home on two consecutive occasions, we reserve the right to charge you for each and every subsequent visit that relates to this particular fault or service. • If You fail to give Us Access to Your Home on two consecutive occasions to conduct a safety and maintenance inspection, we reserve the right to charge you for any subsequent visits in relation to this service and/or cancel Your Contract. In the event Your Contract is cancelled for failure to provide Us Access, you will not be entitled for a refund for any payments made to Us.

8.3. CONDITIONS AT YOUR HOME AND TREATMENT OF OUR REPRESENTATIVES

• It is Your responsibility to ensure that the conditions in Your Home are suitable for our engineers to complete the work • If the conditions are not suitable for our engineers to complete the work, we will tell you what you need to do before we can perform the required works. For example, the removal of asbestos. • If you have had asbestos removed, you must provide to Us a clean-air certificate prior to Us arranging an appointment to complete the work. The person who removes the asbestos is required by law to give You a clean-air certificate. • You must not physically or verbally abuse our engineers under any circumstances and You must behave appropriately at all times.

8.4. PAYMENT OF THE CONTRACT

• The Contract price payable by You is set out in Your Schedule that will be sent to You at the time of taking out Your selected Drain-sense-assist product or at the point in which you choose to renew Your Contract. • You must pay the contract price in monthly instalments during the Contract year as set out in Your Schedule or you can pay annually. • Your Monthly Payments must be made by Direct Debit. No other forms of payment will be accepted. • Where there is any cost for a Repair, this must be paid by credit or debit card prior to the work being carried out. • Late Monthly Payments may incur an additional charge of 0.05% of the outstanding balance for every day that the Monthly Payment is late. • Until full payment is made, We retain all ownership of all parts and equipment fitted by Us. If You do not pay Us we may recover these parts and equipment from You. Any outstanding payments must be made before any further works will be carried out. • If two or more people have entered this Contract with Us, each person will be joining and severally responsible for any money owed. This means that we can claim all of the money owed from any person.

8.5. CONTRACT PRICE REVIEW

• Your Contract price is fixed for 12 months with exception for any changes in VAT or any other applicable taxes. • Your Contract price may be adjusted prior to Your Renewal Date in

accordance with section 8.6. • Where we can reasonably do so, You will be informed in writing prior to the Start Date of any changes to the Contract price which is due to a change in VAT or any other applicable tax or duty.

8.6. ANNUAL RENEWAL PROCESS • Your contract will automatically renew by direct debit unless you inform us otherwise. You must pay if You elect to renew Your Contract with Us. • We will write to you at least 28 days before your annual renewal date if there are any changes to the price. • We will write to you with any changes to the terms and conditions which will apply from the subsequent annual renewal date. • If for any reason You do not wish to renew Your Contract You must inform Us in writing or by telephone, prior to the date on which Your Contract expires. Our address and telephone number can be found in section 8.10. • If You do not inform Us that You do not wish to renew Your Contract before the date on which Your Contract expires Your Contract will be renewed for a further 12 months and You will be responsible paying, at our sole discretion, the Contract price for that 12 month period. • We have no obligation to renew Your Contract.

8.7. MOVING HOME • You must inform Us if You move Home and if We are able to offer the services of Your selected Drain-sense-assist product in Your new Home, we will transfer the Contract.

8.8. OUR RESPONSIBILITY • We are responsible for any direct loss that is a foreseeable consequence of Our breaching this Contract, Our negligence or Our breach of statutory duty. We are not responsible for any other loss including: • We are not responsible for any losses caused by an event or circumstance beyond our reasonable control. • We are not responsible for any business losses. • We are not responsible for remedial work arising from structural or renovation work carried out in Your Home or Property by You or a third party, for example the removal of radiators in addition to new equipment or extensions. • We are not responsible for any cost associated with re-housing the occupants of the Property or any personal costs associated with alternate heating methods. • We are not responsible for the cost of any reinstatement or redecoration required as a result of the work We undertake unless the reinstatement or redecoration is required because We have been negligent, or We are in breach of this Contract or our statutory duty.

8.9. CANCELLING YOUR CONTRACT

8.9.1. Cancellation by us, We may choose to cancel this Contract if; • The information You give Us is false or inaccurate; or; • You cancel Your direct debit in circumstances where You are not entitled to cancel Your Contract or; • Your Monthly Payments as set out in the Schedule are not made or; • A health and safety issue arises for which You are responsible, which makes it inappropriate for the Contract to continue; • You are physically violent or verbally abusive towards any of our engineers or other staff employed by Us to provide You with services; • You fail to allow Us access to Your Property on two consecutive Safety and Maintenance inspections or Repair appointments. In these circumstances You will not be entitled to a refund of the Monthly Payments you have paid and You must also pay to Us the associated charges.

8.9.2. Cancellation by You; • Cancellation within the first 14 calendar days – You may cancel this Contract within 14 calendar days of receiving Your Schedule by either notifying Drain-sense-assist Ltd in writing (at the address or telephone number set out in section 8.10) or by completing the cancellation form enclosed and; • If We have not carried out any work within the 14 days, We will provide You with a full refund of any Monthly Payments You have made in that Contract year. • If We have carried out any work, You must pay the associated charges for our costs including parts, labour and VAT. • Cancellation after the first 14 Calendar days – You may cancel this Contract at any time if We fail to provide safety and maintenance inspections or Repairs upon Your request in any material respect by either notifying Drain-sense-assist in writing at the address or using the telephone number set out in section 8.10 or by completing the cancellation form enclosed. If You cancel this Contract after the first 14 calendar days for any other reason, You will not be entitled to a refund of any Monthly Payments You have paid. We will recover costs for work carried out during the contract year.

8.10. OUR CONTACT DETAILS Contact How can we help you? Getting in contact by phone: 0333 987 4173 Email: info@drain-sense-assist.co.uk www.drain-sense-assist.co.uk Address: 78 Southill Road, BH12 3AS. Parkstone Poole .

COMPLAINTS Occasionally circumstances arise where problems can occur, giving rise to complaints. If You wish to make a complaint to Us concerning our performance and failure of our obligations under the terms of this Contract, You must write to Us at the address below, setting out details of the complaint and We will reply with a

written response within 8 weeks. 9.1. HOW TO COMPLAIN We would like to sort out any complaint as soon as possible. Most can be resolved informally. In the first instance contact Us on 0333 987 4173 and We will try to sort the matter out. We would strongly advise You to do this if the matter is urgent and where any delay could lead to further damage. If You make contact in person or by phone, make a note of the name of the person you speak to. If a solution is offered at this point, make a note of this as well. If You are not satisfied or do not wish to resolve matters informally, You may pursue a formal complaint. Write down Your complaint and send it to: Complaints Department Address: 78 Southill Road, BH12 3AS. Parkstone Poole Email: info@drain-sense-assist.co.uk Please provide Us with as much detail as possible to help Us address Your complaint. This will save Us time and help Us to resolve Your complaint as quickly as possible. 9.2. WHAT HAPPENS NEXT? We will provide acknowledgement of Your complaint within 3 working days of receipt. You may be contacted to make sure that We have understood Your complaint properly or to clarify any issue. Our complaints team will investigate the matter thoroughly and may engage in written correspondence with You throughout the investigation process, usually within the first 2 weeks. We will endeavour to send a final response to you within 8 weeks of the receipt of Your complaint, although most complaints will usually be resolved much quicker. Our final response will indicate an alternative dispute resolution (ADR) body that you can contact if you are not satisfied with our response. In all cases, a complaint will be given full and fair consideration. If as a result of Your complaint, disciplinary proceedings are taken against a member of staff, an internal procedure will apply. As these proceedings are confidential, We will not be able to inform You of the outcome of these proceedings. 10. PRIVACY POLICY How We use and protect our information about You. This section explains how We (Drain-sense-assist) use the information We collect about You in Your dealings with us some of which will be classified as sensitive under the Data Protection Act. We will meet the standards set out in this policy whether or not You become a customer. We will collect information about You in a number of ways. For example, You might give to Us, We might collect it through our dealings with You, or it might be collected through equipment. We might also get it from companies that offer databases of information, or other third parties. If We significantly change any terms of the privacy policy we will, if applicable advise You. We do not store card details nor do we share customer details with any third parties. 10.1. HOW WE USE YOUR INFORMATION We and our agents can use Your information to do the following: • Give You the services You have asked for, which can include loyalty and incentive programmes. • Offer You services, accounts and Products, again including loyalty and incentive programmes. We can use automated scoring System to help us choose what We offer You. • Contact You to ask how We can improve the way we manage Your account and provide You with services. • Contact You to suggest ways You may be able to save money. • Create statistics, test computer System and do analysis. The information and analysis can include the way You use energy. We can use our analysis to create profiles and marketing opportunities. • Help prevent and detect debt, fraud and loss. • Help Us keep You, Your family and Your household healthy, safe and secure. • Help Us train staff. • We may contact You in any way about Products and services We (and our selected partners) are offering. This can include by email, phone and text message. • We can monitor and record any of Your communications with Us, including telephone conversations and emails, to make sure We are giving you a good service and meeting our regulatory and legal responsibilities. If We contact you to tell you about offers, when possible We will try to do it the way you have required you will prefer it get marketing information. If You decided not to have an account with Us, or if You do not use our Products any more, We can still keep Your information. We can then contact You about offers, from Us and other companies that might interest You. 10.2. SHARING YOUR INFORMATION WITH OTHER ORGANISATIONS We can let other people and selected partner organisations use information about You. We and those other people and organisations can use information about You for the following purpose: • To provide services You have asked for, this can mean giving information to members of Your family or household. • It could also mean giving information to anyone acting on Your behalf, other people who might be interested or those who introduced You to Us such as a landlord or letting agent. • To offer you Products and/or services that we feel will give

you the opportunity to save money based on information You have provided or We have received. • As part of the process of selling one or more of our businesses. • To help prevent debt, fraud or loss this can include giving information about You to credit reference agencies. • To transfer some or all of debt You have to another organisation. • To provide information for legal or regulatory purpose (for example if another regulator or lawyer asks for it). • In any current or future legal action. • To take part in any data sharing initiatives run by the government, regulators of the industry (for example, initiatives meant to reduce fuel poverty, where people cannot afford to pay for heating and electricity or those to help groups of Vulnerable Customers). • To help manage loyalty or reward programmes. • Some of our work might be carried out outside the European Economic Area (EEA), and so might the people or organisations we share Your information with. That means Your information could be moved to countries that do not have the UK standards or ion for personal information. If this happens, We will endeavour to make sure there are adequate safeguards. We will still collect, store and use Your personal information the way we outline here. 10.3.

INFORMATION YOU GIVE US ABOUT OTHER PEOPLE If You give us information on behalf of someone else, You confirm You have given them the information in these documents. You also confirm that they have given permission for Us to use their personal information as We have described here. If you give Us sensitive information about Yourself or other people, You agree we can use that information as We have described in this policy. 10.4. **HOW CAN YOU SEE THE**

INFORMATION WE HAVE ABOUT YOU? You are entitled to a copy of the information We hold about You, and to ask Us to correct any inaccurate information. We can charge You a small fee for providing a copy of the information We hold which must be paid up front. For more information, please contact our privacy team by writing to them at: Privacy Department Address: 78 Southill Road, BH12 3AS. Parkstone Poole Email: info@drain-sense-assist.co.uk

11. REFUND POLICY

Drain-sense-assist Service Plan offers a free cancellation and refund for the first 14 days trial period. If you wish to cancel your monthly direct debits for our annual care service plans after the 14 day trial period you will just need to pay until the end of that month and you will not receive a refund for the previous payments made. 12. **TRANSACTION CURRENCIES** We accept payments in the following currencies: £GBP

13. CREDIT/DEBIT CARD LOGOS The cards that we are set up to accept are: 14. **COMPANY'S REGISTRATION DETAILS (UK Limited Company only)**

Company registraon name: Your Home Improvements LTD Company registered number:

11028090 15. **FUTUREPAY** Annual Care Service Plans will be paid annually or in monthly

instalments by direct debit. There are 3 service plans: * From £16 a month or an annual payment of £152 (saving £40) ** From £19 a month or an annual payment of £178 (saving £50) *** From £24 a month or an annual payment of £228 (saving £60)

Drain-sense-assist Service Plan offers a free cancellaon and refund for the first 14 days trial period. If you wish to cancel your monthly direct debits for our annual care service plans aer the 14 day trial period you will just need to pay unel the end of that month and you will not receive a refund for the previous payments made. You

Can cancel at any me. To Cancel you policy contact us 78 Southill Road, BH12 3AS. Parkstone Poole Email: info@drain-sense-assist.co.uk Tell: 03339874173