

# **Terms and conditions for 3-Star Basic Service Cover**

**Stannah**



# Terms and conditions

## 1. Definitions

Unless we tell you otherwise, when we use the following words in these terms, this is what they will mean.

- **Address:** the location of the product
- **Contract:** these terms and conditions and the contract
- **Product:** the product we maintain for you as a result of the services, as set out in the contract
- **Order:** any extra work not covered by the contract
- **Services:** the maintenance services that we're providing to you as set out in the contract
- **Terms:** the terms and conditions set out in this document
- **We, our, us:** Stannah Lift Services Limited, Watt Close, Andover, SP10 3SD (company number 1189799)
- **You:** the person named in the contract as the customer

1.b When we use the words writing or written in these terms, this will include email unless we say otherwise.

## 2. Our contract with you

2.a This document sets out the terms that apply to your service contract. These are important because they explain what you can expect from us. They also explain your responsibilities. We have tried to make them as clear as possible.

2.b Before signing the contract, please read these terms carefully and check that the details are complete and accurate. If you think there is a mistake or want to make any changes, please contact us to discuss this. We will confirm any changes in writing to avoid any confusion between you and us.

2.c These terms will become binding on you and us when we contact you to tell you that we are able to provide you with the services. We will also confirm this in writing by sending you a signed copy of the contract.

## 3. Maintenance

3.a We'll arrange to visit you to check your product. The number of times we'll visit each year is shown on the contract. During these visits, we'll thoroughly inspect the product, lubricate it and make any necessary adjustments. We'll give you a quote for any parts we need to repair or replace.

3.b We'll carry out these visits during our normal working hours (8am to 4.45pm Monday to Thursday, and 8am to 3.45pm on Friday). This excludes public and bank holidays.

3.c If the product needs any work not covered by the maintenance visits, we will charge you for this. Please ask us for details of our current charges.

3.d We may employ subcontractors to carry out some or all repairs and replacements. This will not affect our liability to you.

## 4. Breakdowns

4.a If your product breaks down and you would like it repaired, you must ask us to repair it. We'll charge you for our engineer's time and travel expenses, and for any parts. If you call out our engineer outside normal working hours, we'll charge you at the appropriate overtime rate. These hours are listed in 3b. We'll send you an invoice after we've dealt with any breakdown.

4.b For most products, you'll find useful information in the user manual and on [www.stannah.com](http://www.stannah.com). Also, we can usually provide advice on these basic checks over the phone. However, you will still have to pay charges if we have to visit your home to deal with a breakdown that is not genuine.

4.c If you call us to deal with a breakdown, we'll do everything we reasonably can to deal with it as quickly as possible. However, we won't be responsible for the consequences of any delay.



4.d If you've asked us to provide the services at the address and you don't allow us into your property as arranged (and you don't have a good reason for this), we may charge you for a repeated visit. If, despite our reasonable efforts, we're unable to contact you or rearrange access to your property, we may end the contract under clause 9b.

## **5. Our services to you**

5.a We will supply the services to you from the date we sign the contract confirming that we are able to provide the services. We will continue to provide the services until we or you cancel this contract, and when any relevant notice period has ended.

5.b See clause 13 for our responsibilities when an event outside our control happens.

5.c If you don't pay us for the services when you are supposed to, as set out in clause 10c, we may suspend the services until you have paid us the amount you owe (except where you dispute an invoice under clause 7). We will contact you to tell you if we suspend the services.

## **6. Changes to the services or terms**

6.a We may change these terms from time to time to reflect changes in relevant laws and regulations, and events outside our control.

6.b If we have to change these terms under clause 6a, we'll give you at least one month's written notice. You can then choose to cancel the contract in line with clause 8a.

6.c If you want us to make any changes to the services, you must write to your local service branch. We'll tell you the amended price in writing. You can choose to accept the amended price or cancel the contract in line with clause 8a in these circumstances.

6.d If you want to cancel the contract, please see clause 8.

## **7. If there is a problem with the services or product**

7.a It's unlikely that there'll be a problem with the services or a fault with the product, but if there is, please: contact us and tell us as soon as reasonably possible and give us a reasonable opportunity to repair or fix any fault.

7.b As a consumer, you have legal rights if we don't carry out the services with reasonable skill and care, or if the materials we use are faulty or not as described. You can get advice about your legal rights from your local citizens advice bureau or trading standards office. Nothing in these terms will affect these legal rights.

## **8. Your rights to cancel or end this contract**

8.a Before we begin to provide the services you have the following rights to cancel the contract, including if you choose to cancel the contract because we are affected by an event outside our control or if we change these terms under clause 6 and this has a significant negative effect on you.

- You may cancel the contract for services at any time before the start of the services or within 14 calendar days of the start date (as confirmed under clause 2c) by contacting us in writing. To do this you must send us a letter or email confirming you wish to cancel your 3-star contract.
- We'll confirm your cancellation in writing to you.
- If you cancel the contract under clause 8a (or within 30 calendar days of any yearly renewal) and we've not provided any services or carried out any work under the contract, you won't have to pay the yearly fee.
- If you cancel the contract under clause 8a and you have paid for services that we haven't provided to you, we'll refund the amount you have paid.



- We'll issue any refund no more than 14 days after you tell us you want to cancel this contract. We'll pay the refund using the same card details you used when paying us. You won't have to pay any fees as a result of receiving the refund.
- However, if you cancel the contract under clause 8a and we've already started work by that time, you must pay us any costs we have reasonably had to pay in starting to provide services under the contract up to the date when you gave us notice to cancel. We'll take the costs from any refund that is due to you. If no refund is due to you, we'll send you an invoice for the costs. We'll tell you what these costs are when you contact us. However, if you have cancelled the contract because we have failed to keep to these terms (except where we have been affected by an event outside our control), you don't have to make any payment to us.

8.b Once we have started to provide the services to you, you may cancel the contract for the services at any time by giving us at least 30 calendar days' notice in writing. If you have already paid for services that you have not received, we'll refund this amount to you.

8.c Once we have started to provide the services to you, you may cancel the contract for services immediately by giving us written notice if:

- we break this contract in a significant way and we do not correct or fix the situation within 30 days of you asking us to in writing
- we go into liquidation or a receiver or an administrator is appointed over our assets
- we change these terms under clause 6 and this has a significant negative effect on you or
- we are affected by an event outside our control

## 9. Our rights to cancel & end the contract

9.a We may cancel the contract at any time by writing to you. In most circumstances, we will give you at least three months' notice so that you can make other arrangements.

9.b We have the right to cancel the contract immediately in the following circumstances:

- If you do not pay us money you owe within 30 days of the invoice date.
- If we cannot carry out any work due to an event outside our control.
- If, without getting our written permission beforehand, someone else carries out work on the product.
- If you change the details of the customer, the product or the address without first getting our agreement.
- If, after we send you written notice that work needs to be carried out (whether or not the work is included in the yearly fee for the contract), you refuse or fail to have the work carried out within a reasonable time.
- If we believe that you are using the product unreasonably.
- If we have disconnected the product because it is in a dangerous condition.
- If you have gone over the safe working load.
- If we are concerned about the safety of our engineer.

9.c Whether we or you cancel the contract, you must still pay any charges you have run up. This will include a charge for the part of the yearly contract period that has ended, up to and including the date the contract ends.

## 10. Price, price reviews & payment

10.a The first yearly price for the contract is shown on the front page of the contract. We will let you know if VAT will be added to the price you must pay.

10. b We will review the price of the contract regularly (usually on 1 January each year). We will apply any price increases to the contract on the yearly anniversary.





10.c We will send you an invoice shortly after we have provided the services. You must pay the premium within 30 days of each invoice date. You must allow time for your payment to clear within this time.

10.d However, if you dispute an invoice in good faith and contact us to let us know this as soon as possible after you have received the invoice, clause 10c will not apply for the period of the dispute.

## **11. What the contract covers**

11.a The contract applies only to the product, the address the product is fitted at, and the customer named on the contract. If the product, address or customer changes, we'll have no further responsibilities under the contract unless we reach an agreement to change the details of the contract.

11.b The product covered by this contract is the product set out on the front page of the contract, plus any attached items or parts which could reasonably be seen as part of the product. It does not include other items or parts, even if they have been bought or fitted at the same time as the product.

## **12. Our liability to you**

12.a If we fail to keep to these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking the terms or our negligence, but we're not responsible for any loss or damage that is not foreseeable. Loss or damage is 'foreseeable' if it is an obvious consequence of us breaking the terms or if you or we reasonably expected the loss or damage at the time we entered into this contract.

12.b If we're providing the services in your property, we'll make good any damage to your property we cause while providing the services. However, we're not responsible for the cost of repairing any faults or damage to your property that we discover while carrying out the services, but which existed beforehand.

12.c The product is for domestic and private use. You agree not to use the product for any commercial, business or re-sale

purpose, and we have no liability to you for any loss of profit, loss of business, interruption to your business, or loss of business opportunity.

12.d Our total liability to you will not be more than £5,000,000. However, we do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors
- fraud
- breaking the terms of sections 9 to 14 of the Consumer Rights Act 2015 (satisfactory quality, fitness for purpose, description, sample, model and conformity with details provided), section 15 (installation of goods), section 17 (title) or sections 28 and 29 (delivery and risk)
- breaking the terms of sections 49 and 50 of the Consumer Rights Act 2015 (services to be provided with reasonable care and information about the trader or service to be binding)
- faulty products under the Consumer Protection Act 1987

## **13. Events outside our control**

13.a We won't be liable or responsible for any failure to carry out, or delay in carrying out, any of our obligations under these terms if this is caused by an event outside our control.

13.b An event outside our control means any act or event beyond our reasonable control, including strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, epidemic, storm, flood, earthquake, subsidence or other natural disaster, or public or private telecommunications networks failing to work.

13.c If there is an event outside our control that affects our ability to carry out our obligations under these terms:

- we'll contact you as soon as reasonably possible to let you know; and



- our obligations under these terms will be suspended and the time allowed to carry out our obligations will be extended until after the event outside our control. If the event outside our control affects our ability to provide services to you, we'll restart the services as soon as reasonably possible after the event outside our control is over.

13.d You may cancel the contract if an event outside our control takes place and you no longer want us to provide the services. Please see your cancellation rights under clause 8. We'll only cancel the contract if the event outside our control continues for longer than four weeks. This is in line with our cancellation rights in clause 9.

## 14. Information about us & how to contact us

14.a We are a company registered in England and Wales. Our company registration number is 1189799 and our registered office is at Watt Close, Andover, SP10 3SD. Our registered VAT number is 236 7783 28.

14. b If you have any questions, please contact us. You can contact us by phoning your local service branch.

14.c If you want to contact us in writing you can send us an email or send it by prepaid post to your local service branch. We will confirm that we have received your letter or email by contacting you in writing. If we have to contact you or give you notice in writing, we will send this by email, deliver it by hand, or send it by prepaid post to the address you give us in the contract.

## 15. Data protection

15.a We will process and hold your personal information in line with all applicable Data Protection Legislation.

15.b We'll use your personal information only for the following purposes:

- To help us manage the contract and meet the terms and conditions of the contract, we'll pass personal information to Stannah Management Services Ltd to

allow them to process invoices and carry out credit-control activities.

- To protect the health and safety of our employees and other people.
- To contact you from time to time with details of other goods and services we offer. You can contact us at any time to tell us you want to stop receiving these.

15.c We will only give your personal information to other people and organisations if the law allows us to do so.

15.d A full copy of the company's privacy policy can be found on our website or may be obtained from the Company Secretary, Stannah Lift Services Limited, Watt Close, East Portway, Andover, SP10 3SD.

## 16. Other important terms

16.a We may transfer our rights and obligations under these terms to another organisation. We'll always tell you in writing if this happens. This will not affect your rights or our obligations under these terms.

16.b You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

16.c This contract is between you and us. No other person has the right to enforce any of its terms.

16.d Each of the paragraphs of these terms applies separately. If any court or relevant authority decides that any paragraph is unlawful, the other paragraphs will remain in full force and effect.

16.e If we fail to insist that you carry out any of your obligations under these terms, or if we don't enforce our rights against you, or if we delay in doing so, that won't mean that we've given up our rights against you and will not mean that you don't have to meet those obligations in the future. If we do decide not to take action if you break these terms, we'll let you know in writing, and that won't mean that we will not take action if you break the terms again in the future.



16.f These terms are governed by English law. You and we both agree that if a dispute is referred to court, the English courts will handle it. However, if you live in Northern Ireland, you may also bring court proceedings in Northern Ireland, and if you live in Scotland, you may also bring court proceedings in Scotland.

16.g Alternative dispute resolution is a process where an independent body considers the facts of a dispute and tries to settle it, without having to go to court. If you are unhappy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can send a complaint to British Healthcare Trades Association via their website - [www.bhta.net](http://www.bhta.net).

## **17 Orders**

17.a If any extra work is needed which isn't included in the services, we may provide you with a written quotation. This will set out the work needed, when we can carry it out, and the price.

17.b If we design any parts for the product for you, we will own the copyright, design right and all other rights related to the parts and any drafts, drawings or illustrations we make in connection with the parts.

17.c We may employ subcontractors to carry out some or all of the extra work. This will not reduce our liability to you.

17.d We may ask you to pay all or some of the price of the extra work before we will carry out the work.

17.e If you want us to carry out the work, you must tell us in writing.

17.f If you do not want us to carry out the extra work, we may cancel the contract with immediate effect.

## **18. Asbestos**

18.a If, during our work to provide the services or carry out any order we, or a subcontractor we have employed, discover or suspect there is asbestos, we will immediately suspend the services or any order and tell you about the situation.

18.b If you want us to we may provide a written quotation to employ a specialist contractor to investigate and, if appropriate, remove the asbestos. The quotation will include the price and a proposed programme of work. You may then accept the quotation in writing or get another quotation from a different organisation.

18.c If we are unable to employ a specialist, or you decide to employ your own specialist, we will be unable to continue with the services or any order until we are satisfied that the investigation is complete or, where appropriate, the asbestos has been properly removed.

18.d If an appropriate asbestos report is available for the property, you must tell us and give us a copy of this before we start to provide the services or carry out any order.

18.e If the property is a non-domestic property or the area of concern is in a shared area (for example, in purpose-built flats), you must give us an asbestos report before we will provide a quotation.

