

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.

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 products 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 ASAP Wales Services Ltd [a company registered in England and Wales]. Our company registration number is 13868436 and our registered office is at 126 Bute Street, Cardiff, Wales, CF10 5LE.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 037 1299 or by writing to us at asapwaleservicesltd@gmail.com or writing to us at 126 Bute Street, Cardiff, Wales, CF10 5LE.

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 email OR write OR call OR contact you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this [in writing] and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for[, because a credit reference we have obtained for you does not meet our minimum requirements], because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product 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 product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the

consequences of making the change are unacceptable to you, you may want to end the contract (see Clause 6, Your rights to end the contract).

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the products. We may change the product:

(a) If the products are goods. If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order OR we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.

(b) If the products are one-off services. We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.

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

5.3 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at anytime during our working hours of 9am to 5pm on weekdays (excluding public holidays and Weekends). 5.4 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

(a) deal with technical problems or make minor technical changes;

(b) update the product to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the product as requested by you or notified by us to you (see Clause 4).

5.5 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product [for longer than 14 days] we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than [] and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

5.6 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see Clause 10.3) and you still do not make payment within [7] days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see Clause 10.4). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 10.3).

the unpaid invoice (see Clause 10.4). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 10.3).

6. YOUR RIGHTS TO END THE CONTRACT

6.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clause 9;
- (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 6.2;
- (c) If you have just changed your mind about the product, see Clause 6.3. 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 return of any goods];
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see [Clause 6.7 OR Clause 6.8].

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

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to.
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 Month; or (e) you have a legal right to end the contract because of something we have done wrong [(including because we have delivered late.

6.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

- (a) Have you bought services from ASAP Wales Services Ltd? If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

6.5 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 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) £85 as compensation for the net costs we will incur as a result of your ending the contract OR reasonable compensation for the net costs we will incur as a result of your ending the contract OR a percentage of the price calculated as per Month depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.]

OR

6.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see Clause 6.1), you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services 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. The contract will not end until [1 calendar month] after the day on which you contact us. We will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge you for supplying the product up to 3 March and will refund any sums you have paid in advance for the supply of the product after 3 March.

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

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

- (a) Phone or email. Call customer services on 0800 037 1299 or email us at asapwaleservicesltd@gmail.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) By post. Simply write to us at ASAP Wales Services Ltd, 126, Bute Street, Cardiff CF10 5LE, including details of what you bought, when you ordered or received it and your name and address.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

7.2 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you

or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

8. OUR RIGHTS TO END THE CONTRACT

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

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

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

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 8 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you £85 as compensation for the net costs we will incur as a result of your breaking the contract OR reasonable compensation for the net costs we will incur as a result of your breaking the contract OR a percentage of the price calculated as per month depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.]

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

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0800 037 1299 or write to us at asapwaleservicesltd@gmail.com or ASAP Wales Services Ltd, 126, Bute Street, Cardiff CF10 5LE.

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

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions.

For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is services, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

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

10. PRICE AND PAYMENT

10.1 Where to find the price for the product. The price of the product will be the price indicated on your Invoice. We [take all reasonable care to ensure OR use our best efforts to ensure] that the price of the product advised to you is correct. However please see Clause 10.2 for what happens if we discover an error in the price of the product you order.

10.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. [If we accept and process your order where a pricing error is obvious and 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.]

10.3 When you must pay and how you must pay. We accept payment with Visa Debit, Mastercard, Cash, BACS. When you must pay depends on what product you are buying:

(a) For services, [you must make an advance payment of 50% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them.

10.4 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 Natwest 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.

10.5 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. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 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.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products [as summarised at Clause 9.2 OR including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed]; and for defective products under the Consumer Protection Act 1987.

11.3 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.

11.4 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

12.1 How we will use your personal information. We will only use your personal information as set out in our Privacy Policy.

13. OTHER IMPORTANT TERMS

13.1 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 OR We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 Days of us telling you about it and we will refund you any payments you have made in advance for products not provided].

13.2 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. However, you may transfer our guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by Bank Statement.

13.3 Nobody else has any rights under this contract [(except someone you pass your guarantee on to)]. This contract is between you and us. No other person shall have

any rights to enforce any of its terms [except as explained in Clause 13.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms].

13.4 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.

13.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

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