

## Terms and Conditions:

### Service Contracts

This service agreement is made with Innova Care Concepts Ltd who shall carry out the services and/or work as specified in the Service Agreement for and on behalf of the company, firm or individual identified in the Service Agreement.

### Period of Contract & Termination

The agreement shall be binding on the parties from the date of signature of the Service Agreement. The Service Agreement shall continue for a minimum period of 12 months from the agreement date/or the length of time selected by the client as indicated on this agreement, whichever is the longest, and thereafter until terminated by either party giving not less than 1 months' notice to the other.

The company will not provide any warranties where there is an outstanding account and may terminate this contract in the event of non-settlement or outstanding accounts, or in the event of bankruptcy or liquidation on behalf of the subscriber.

*If the Customer no longer requires the services of Agreement due to the client being deceased, Innova Care Concepts Ltd will only charge if no prior notification has been provided in advance of a service visit. Should the Customer provide notification of the deceased at least 1 working day prior to a schedule visit, there will be no charge and the contract fully terminated.*

*If the Customer no longer requires the services of Agreement due to the equipment no longer being in use/required, theft or the Customer has appointed a new service provider, Innova Care Concepts Ltd will agree to early terminate the Agreement upon receipt of written notice by the Customer with the following price penalty:*

- If the Customer has notified prior to Innova Care Concepts Ltd contacting the Customer for the next service date, 25% of the remaining value of the agreement will be due and payable immediately upon invoice.*
- If Innova Care Concepts have called to arrange the next service date and are informed then that there is no further requirement for the agreement's services, 50% of the remaining value of the agreement will be due and payable immediately upon invoice.*

*Innova Care Concepts will not refund any monies paid upfront upon termination of the agreement.*

## **Terms of Payment**

Invoicing is carried out following completion of each site visit and only for the equipment inspected.

Innova Care Concept Ltd standard terms and conditions will apply to any order placed against this contract. Payment: 30 days from date of invoice. Pre-payment with order for non-approved accounts or special-order requests.

## **LOLER Testing**

The testing of hoisting equipment is carried out to meet LOLER regulations by LOLER qualified engineers. On completion of the LOLER test we will provide either electronic or hard copy of the LOLER certificate.

## **Pricing**

The pricing as stated over leaf is fixed for the term of the contract. This agreement does not cover accidental damage or misuse.

- 18 month warranty on all equipment, excludes accidental damage and misuse, includes parts and labour
- Period of the contract, always a minimum of 2 years or as specified in the contract doc
- Payment terms – invoiced annually, payable within 30 days. Non payment will mean works not carried out, late payment fees and potentially termination of contract and additional termination fees. Breakdowns/services etc not attended whilst on stop. Prepayment for clients without an account.
- Hours of business – 7am – 5pm. Out of hours work will be subject to non contract costs.
- LOLER and annual services will be carried out in accordance with the manufacturer's and national guidelines
- If visit is scheduled and arranged with the customer yet access can't be gained to the property, a call out fee will apply
- This agreement will automatically be renewed for a period of 12 months on rolling terms from the anniversary date of the agreement unless the Customer provides a written notice of cancellation not less than 30 days prior to the anniversary date of the Agreement.
- Unless stated otherwise any necessary services, including subscription fees ("Subscription Fees") required for compliance will be agreed upfront as a fixed cost and subject to any price rises. Subscription Fees are annual or in advance 30 days upfront by invoice.
- Innova Care Concepts may wish to revise the price within the term of the contract in the case of "Exceptional Market Forces". In this context, Exceptional Market Forces may include any event that is beyond the reasonable control of the parties that leads to an increase in the price of the products and/or services such as the lack of availability of raw materials, labour issues, a rise in fuel costs, changes in custom duties and/or the imposition of international tariffs and other trade barriers. Under 'Exceptional Market Forces', Innova Care Concepts will give the Customer a minimum of 30 days' notice of the price adjustment.