

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES AND THIS SITE

Terms of Use

These terms of use (together with the documents referred to in them) outline the terms under which Adey Commercial Limited (together with any of its group or affiliated companies) (referred to in these terms as **we, us, our, Adey**) will provide water testing services (the **"Services"**), to you, and under which you may access water testing results by logging on to the online portal which can be found at www.adeywatertesting.com (the **"Site"**).

Please read these terms of use carefully before you start to use our Services and the Site, as these will apply to your use of the Site. We recommend that you print a copy of these for future reference.

By using the Services and the Site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you may not make use of our Services or the Site.

Changes to These Terms

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we make, as they are binding on you.

Changes to the Site

We may update the Site from time to time and may change the content of it at any time. However, please note that any of the content on the Site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

The Services

Following receipt of a system water sample together with a fully completed Water Test Kit Form (which is provided in the Water Test Kit), Adey will undertake testing. A test result of any water sample that has been dosed with Adey chemicals will be posted on the Site where it can be accessed using your personal log in. The test result of any water sample dosed with non-Adey chemicals will not be posted on the Site.

Please note that the Services provide indicative water test results which are within set parameters and are not diagnostic test results.

We will use reasonable endeavours to complete all testing within 24 hours of a sample being received by us and will use our reasonable endeavours to upload the result of the test as soon as reasonably practicable thereafter. Time shall not be of the essence for the purposes of undertaking the test and providing you with the test result.

We will send you an email notification once the test result is available on the Site, to be accessed via your personal log in.

Adey will not be liable to you for any losses whatsoever as a result of your Water Test Kit being lost or damaged whilst in transit to us.

We cannot guarantee that we will be able to successfully complete the test, and publish the result, if:

- You have failed to fully follow the instructions contained within your Water Test Kit;
- You have failed to fully, accurately or legibly complete the Water Test Kit Form, included in your Water Test Kit, and return it with the water sample you wish to be tested;
- You have taken an insufficient quantity of water to be tested;
- You have provided us with an email address on the Water Test Kit Form that is different to that you use to log on to the Site;
- We have reason to believe that the water sample you have supplied has been doctored, tampered with, treated otherwise than in accordance with the Water Test Kit instructions, and/or taken from a location other than that as informed to us on the Water Test Kit Form submitted with the sample for testing.

Adey will not be liable for any loss in any form whatsoever should it be unable to complete the testing of any water sample you provide to us as a result of your failure to comply with the above.

For the avoidance of all doubt, once the water sample you have provided to us has been tested or rejected due to it being unsuitable or not compliant with the above requirements or any requirements outlined in the instructions supplied with the Water Test Kit, all samples will be destroyed. Adey does not, and will not, retain any water samples.

Accessing the Site

The Site is made available for your use free of charge.

To use the Site you will need to register by providing:

- Your full name;
- Your full address;
- Your email address; and
- Your contact telephone number.

Upon submitting the above information you will be requested to create a password, unique to you, which you will use to access your personal section of the Site where you can view and download all your test results. This password must be kept confidential to you only, and must not be shared with anyone else. If we have reason to believe that you have provided your login details to someone else, or your account has been compromised, we reserve the right to suspend your access to the Site. We will not be liable for any losses that may arise as a result of this suspension.

We do not guarantee that the Site, or any content on it, including current or previous test results, will always be available or be uninterrupted.

We may suspend, withdraw, discontinue or change all or any part of the Site without notice.

We will not be liable to you if for any reason the Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Site.

You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

No Reliance on Information

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up-to-date.

Data Protection

By supplying personal data to us you are warranting that you have the right to supply such information to us and that we have the right to process it on your behalf for the purposes of supplying the test results to you.

We warrant that we will process all personal data relating to you or your customers, supplied to us via the Site and the Services, in accordance with all relevant data protection laws, regulations and codes of practice and that we will not pass the personal data you supply to any third party outside of Adey without yours, or the data subjects, prior consent.

Limitation of Our Liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Services and/or the Site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- the results, figures or recommendations given by us in the test results or derived from your use of the Services and the Site;
- any delay in payment you may receive from your customer(s) for works performed that arises due to the test results not meeting your customer's minimum standards or requirements or, as a result of the figures or recommendations given as part of the test results; or
- use of, or inability to use, the Site.

Where you are a business user (for example, an installer), please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- the cost of obtaining further Water Test Kits;
- your time in having to revisit sites and obtain further samples for testing should previous samples be rejected or test results indicate that further tests should be undertaken;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide the Services and the Site for guidance only and we strongly recommend that should you have any concerns about the system you are testing, you seek professional advice as a matter of urgency.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any content on it, or on any website linked to it.

Viruses

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Site. You should use your own virus protection software.

Applicable Law

If you are a consumer, please note that these terms of use, their subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.