

## **Additional Welfare items gifted to your household; the performance of the Product and our liability to you**

The additional welfare product(s) ("Product") which we supply to you free of charge, will be suitable for domestic settings only (ie residential, non-business premises ) and for the use in the location(s) and environment(s) considered by the Cadent colleague who originally requested the Product for your household.

Please note that we cannot guarantee that the Product will be suitable for use in any other location and environment than the one(s) initially considered during our interaction with you/your household.

Upon receipt of the Product, unless we agree otherwise, you are responsible for the installation of the Product and ensuring that it is maintained in accordance with the Product specification and instructions. We therefore do not take responsibility for any loss or damage resulting from:

- Installation of the Product in a location or environment that is different to the one originally considered by us;
- Use of the Product in connection with a business or any business losses, costs or expenses that may arise as a result of this;
- Installation of the Product other than in accordance with the Product instructions and description;
- damage to the Product after delivery (other than any damage caused by us);
- Maintenance of the Product by any third party other than by us or the original Product manufacturer, (note that you will be responsible for low level maintenance including changing batteries where applicable as detailed in the Product description); and
- Any use of the Product other than in accordance with the instructions detailed in the Product description.

We shall not be liable for any matter beyond our reasonable control.

Regardless of anything in these terms, we do not seek to exclude any liability to you for loss or damage suffered by you as a result of:

- Any personal injury or death caused by our negligence;
- Any fraudulent misrepresentation made by us; or
- Any claim made that we did not have the legal right to supply the Products to you;
- Any other liability that cannot be excluded or limited by law.

You may also have certain statutory rights in relation to the Products and Services. For more information about these, please see **[www.adviceguide.org.uk](http://www.adviceguide.org.uk)**

You also agree that you will take reasonable precautions to mitigate any losses arising from your use of the Product (including contacting us promptly upon becoming aware of an issue, regularly checking the Product and complying with the instructions for its use and maintenance).