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Agreed terms

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 Mick George Limited a company registered established in England and Wales. Our company registration number is 2417831 and our registered office is at 6 Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU. Our registered VAT number is [NUMBER].

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 0800 587 3329 or by writing to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU or emailing sale@mickgeorge.co.uk.

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 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. This might be because the service is unavailable, 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 service or because we are unable to meet a deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. **Your rights to make changes**

If you wish to make a change to the service 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 service, 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 7- Your rights to end the contract).

5. **Our rights to make changes**

5.1 **Minor changes to the services.** We may change the services to reflect changes in relevant laws and regulatory requirements such as updates to Health and Safety regulations or legislation.

6. **Providing the services**

6.1 **When we will provide the services.** During the order process we will let you know when we will provide the services to you. If the services are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

6.1.1 **If the products are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

6.1.2 **If the products are ongoing services or a subscription to receive goods or digital content.** We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

6.2 **We are not responsible for delays outside our control.** If our supply of the services 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 services you have paid for but not received.

6.3 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply.

6.4 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the services to you, for example, your address and the details of how to access your property. If so, this will have been told to you during the order process. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a

reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a service to:

6.5.1 deal with technical problems or make minor technical changes;

6.5.2 make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 3 consecutive days in any 5 consecutive days we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract for services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 3 days and we will refund any sums you have paid in advance for the services in respect of the period after you end the contract.

6.7 **We may also suspend supply of the services if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 11.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 11.7). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.6).

7. **Your rights to end the contract**

7.1 **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:

7.1.1 **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 10;

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;

7.1.3 **If you have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.6.

- 7.2 **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 services which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to;
 - 7.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;
 - 7.2.3 there is a risk that supply of the services may be significantly delayed because of events outside our control;
 - 7.2.4 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 consecutive days; or
 - 7.2.5 you have a legal right to end the contract because of something we have done wrong.
- 7.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most services bought online 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.
- 7.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of services, once these have been completed, even if the cancellation period is still running;
- 7.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.
- 7.5.1 **If you have you bought services:** 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.
- 7.6 **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 7.1), 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 services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. How to end the contract with us (including if you have changed your mind)

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

8.1.1 Phone or email. Call customer services on 0800 587 3329 or email us at sales@mickgeorge.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 By post. Simply write to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU, including details of what you bought, when you ordered or received it and your name and address.

8.2 How we will refund you. We will refund you the price you paid for the service by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind 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.

8.4 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 your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

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

9.1.1 you do not make any payment to us when it is due and you still do not make payment within **[14]** days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, your address and details of how to access your property; or

9.1.3 you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the service

- 10.1 **How to tell us about problems.** If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at 0800 587 3329 or write to us at 6 Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU or email us at sales@mickgeorge.co.uk.
- 10.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the services. 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.

As your product will be **services**: for example the plastering of a room within your house, the Consumer Rights Act 2015 says:

1. 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.
2. if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
3. if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

11. Price and payment

- 11.1 **Where to find the price for the services.** The price of the services (which includes VAT) will be the price indicated to you on the written confirmation of your order. We take all reasonable care to ensure that the price of the services advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the service you order.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the services we supply may be incorrectly priced. We will normally check prices before accepting your order so that, where the service'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 service'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.

- 11.4 **When you must pay and how you must pay.** We accept payment with all Credit Cards.
- 11.5 You must make an advance payment of [25]% 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. You must pay each invoice within 30 calendar days after the date of the invoice.
- 11.6 **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 4% a year above the base lending rate of HSBC bank plc 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.
- 11.7 **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.

12. Our responsibility for loss or damage suffered by you

- 12.1 **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.
- 12.2 **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 services as summarised at clause 10.2.
- 12.3 **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.
- 12.4 **We are not liable for business losses.** We only supply the services for domestic and private use. If you use the services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1 How we will use your personal information. We will use the personal information you provide to us:

13.1.1 to supply the services to you;

13.1.2 to process your payment for the services; and

13.1.3 if you agreed to this during the order process, to give you information about similar services or products that we provide, but you may stop receiving this at any time by contacting us.

13.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

13.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

14. Other important terms

14.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. 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 30 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 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.

14.5 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.

14.6 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.

Schedule 1
Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Mick George Limited (company Registered Number 2417831), whose registered office is at 6 Lancaster Way, Ermine Business Park, Huntingdon, PE29 6XU.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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