

## SERVICES TERMS AND CONDITIONS

Last updated on 29<sup>th</sup> September 2016

### Important notice for your contract

ExcellentMage Ltd, from here on referred to as 'the Service Provider', provides a range of services to consumers and non-consumers (i.e. businesses).

Once the Service Provider indicates the acceptance of your booking request by sending you a confirmation email containing agreed by you date and time when the service would take place, a contract will come into force between you and the Service Provider on the Terms set out below.

Please read these terms and conditions carefully as they would be legally binding once you enter a contract with the Service Provider. Your attention is drawn in particular to clause 9, which sets out the limitations on the Service Provider's liability to you.

### DEFINITIONS

**The Service Provider** – EXCELLENTMAGE LTD, trading as 'Excellent Mage Service', a company registered in England under registered company number 10372255.

**Consumer** – an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

**Event Outside the Service Provider's Control** - is defined in clause 10.2.

**Confirmation Email** – the email sent to you by the Service Provider following your initial booking enquiry, attaching a copy of these Terms and setting out the details of the services you have requested, the estimated timescales and costs involved and other key information relating to the provision of the services.

**Materials** – any materials, goods, parts or items the Service Provider needs to buy necessarily in order to perform the services, as may be set out in the Confirmation Email.

**Services** – the services that the Service Provider is providing to you in accordance with your booking and as set out in the Confirmation Email.

**Terms** – the terms and conditions set out in this document.

**VAT** – value added tax

## 1. YOUR CONTRACT WITH THE SERVICE PROVIDER

1.1. These are the terms and conditions on which the Service Provider carries out the services for you. Please make sure that you read them carefully.

1.2. If you are a Consumer, your contract with the Service Provider will be formed in the following way:

1.2.1. Upon your quote request via email, telephone, social media channels or the form on the Service Provider's website, you will be given a non-binding estimate of the cost of the services required by you.

- 1.2.2. Should you then make a request to make a booking, you will be sent a Confirmation Email containing a copy of these Terms and will be required to acknowledge that you have read and understood them.
  - 1.2.3. Any quote you receive without a site visit from the Service Provider (i.e. over email) will be subject to confirmation by the Service Provider upon arrival for the arranged service.
  - 1.2.4. Where this means that the total cost of the services will change, the Service Provider will inform you and you will have the right to cancel the services.
  - 1.2.5. Your agreement to an arrangement for the services to take place will be seen as an acceptance to the Service Provider's terms and conditions.
  - 1.2.6. You will be reminded about the arrangement in a preferred by you way a day prior to the services taking place.
  - 1.2.7. As a Consumer, you have the rights under the Consumer Contracts Regulations to cancel your contract with the service provider for any reason during a 14-day cancellation period. The cancellation period begins the day after the contract was made.
- 1.3. If you are a business customer, and not a Consumer, your contract with the service provider will be formed in the following way:
  - 1.3.1. Upon your quote request via email, telephone, social media channels or the form on the Service Provider's website, you will be given a non-binding estimate of the cost of the services required by you.
  - 1.3.2. Should you then make a request to make a booking, you will be sent a Confirmation Email containing a copy of these Terms and will be required to acknowledge that you have read and understood them.
  - 1.3.3. Any quote you receive without a site visit from the Service Provider (i.e. over email) will be subject to confirmation by the Service Provider upon arrival for the arranged services.
  - 1.3.4. Where this means that the total cost of the services will change, the Service Provider will inform you and you will have the right to cancel the services.
  - 1.3.5. Your agreement to an arrangement for the services to take place will be seen as an acceptance to the Service Provider's Terms.
  - 1.3.6. You will be reminded about the arrangement in a preferred by you way a day prior to the services taking place.
- 1.4. If you are a Consumer and are within the 14-day period, you may make a change to the requested services at any time prior to the start of the services without an additional charge, by contacting the Service Provider. Please do try to give at least 48 hours' notice, otherwise the Service Provider may not be able to accommodate for the changes you wish to make.
- 1.5. If you are not a Consumer, or a Consumer but the 14-day cancellation period has ended, you can make changes to the bookings without being subject to additional charges, provided that you do so up to 48 hours prior the start of the services, by contacting the Service Provider. Where this means changes to the total cost of the services, the Service Provider will notify you in writing. You can choose to cancel the service in accordance with clause 11 in these circumstances.
- 1.6. If you wish to cancel the services, please see your right, and the procedure for doing so, in clause 11.
- 1.7. Any estimate of the cost you receive shall be withdrawn if a booking is not made within a 28-day period.

## **2. PROVIDING SERVICES**

- 2.1. The Service Provider will supply the services to you.
- 2.2. The Service Provider will make every effort to provide to you the services within the timescale agreed upon in the Confirmation Email. However, there may be delays due to an Event Outside the Service Provider's Control. See clause 10 for the Service Provider's responsibilities when an Event Outside of the Service Provider's Control happens.
- 2.3. The Service Provider will provide any equipment set out in the Confirmation Email and ensure it is in good working order.
- 2.4. The Service Provider will provide any materials necessary for the provision of the services set out in the confirmation email, as well as additional materials in accordance with clause 7.
- 2.5. The Service Provider will provide you with the services:
  - 2.5.1. Using reasonable care and skill;
  - 2.5.2. In compliance with commonly accepted practices and standards in the relevant industry and trade; and
  - 2.5.3. In compliance with all applicable laws and regulations (including employment laws) in force at the time the provision of the services is taking place.
- 2.6. The Service Provider may sub-contract or delegate some or all of the services to third parties, but it will still be responsible for the performance of the services and hold obligations under the contract.
- 2.7. In the case of regular service, the Service Provider does not guarantee that the services will be performed by the same individual(s).

## **3. YOUR OBLIGATIONS**

- 3.1. You will provide any information that the Service Provider reasonably requires of you in order to provide the services you requested, for example, information relating to the size, measurements or layout of or access to your property. The Service Provider will contact you about this. If any information you provide is incomplete or incorrect, the Service Provider may place additional charges of a reasonable sum to cover any extra work that is required. All changes to the cost of the services will be agreed with you in advance.
- 3.2. If the services are carpet cleaning services or oven cleaning services, you will provide a list of areas or items that require cleaning to the Service Provider either at the time of booking or upon the Service Provider's arrival. You will also provide a full list of any items that require special or non-standard care or cleaning products at the time of the booking. The Service Provider is under no obligation to provide such special or non-standard cleaning products unless explicitly agreed at the time of booking.
- 3.3. If the services relate to the removal of waste or rubbish, you will clearly identify the area to be cleared or provide a list of items to be removed and/or photos of such area or items. Items cannot be retrieved after being removed. Therefore, if there are any items which are not to be removed, you must clearly identify those to the service provider at the time of booking or upon the Service Provider's arrival at your property. The Service Provider does not carry any responsibility for items which have been removed in error if you have failed to identify them.
- 3.4. Where the provision of services require access to your property, you will allow the Service Provider to gain access to your property at the agreed time(s) and date(s). If keys are provided, they must open and close all locks without any special effort and skill. If the property is protected by an alarm, you must provide full details on how to disable and reset

it. If you require the return of any keys on completion or cancellation of the services, you must give reasonable notice of this request to the Service Provider prior to completion or cancellation. If you fail to give such notice, you will have the option to arrange for the Service Provider to return the keys either in person, and pay a fee to cover travel costs, or by first class unregistered post, and pay a fee of £10 to cover postage and administration costs.

- 3.5. You will be responsible (at your own cost) for providing a running water supply and electricity from normal 220/240 volt 3-pin sockets at the property where the services are to be carried out. You will also allow the Service Provider to use your toilet and washing facilities.
- 3.6. You will be responsible (at your own cost) for obtaining all necessary planning, landlord or other consents, permissions and approvals before the Service Provider starts performing the services and shall provide a copy to the Service Provider if reasonably requested to do so.
- 3.7. You will be responsible (at your own cost) for preparing your property for the supply of the services including, where necessary, making safe any appliances or equipment at the property (such as Aga ovens) and removing (if you are able to) any items from the areas in the property where the Service Provider will be performing the services by the date or time when the Service Provider is due to start performing the services.
- 3.8. You will be responsible (at your own cost) for covering any items, furniture or fixtures or fittings which you will not be moving from the areas at the property where the Service Provider will be working in order to protect them from dust or dirt. You will also be responsible for securing or removing any valuables, breakables or sentimental items prior to the start of the services.
- 3.9. You will be responsible (at your own cost) for providing or arranging a suitable car parking space (and visitor parking permit, if required) for the Service Provider's vehicles within close proximity to the property and for paying any congestion charge payable by the Service Provider in connection with the provision of the services to you.
- 3.10. Where the provision of the Services cannot be completed in a single day, you will allow the Service Provider to leave its tools and any materials at your property overnight or at any other times when it is not performing the services.
- 3.11. You must inform the Service Provider prior to the start of the services if there will be any animals present at your property whilst the Service Provider is on site and to ensure (at your own cost) that such animals are adequately secured and cared for. You must ensure that there are no unaccompanied children at the property whilst the Service Provider is on site. Under no circumstances shall the Service Provider accept any responsibility for the care of any children or animals at the property.
- 3.12. You will be responsible (at your own cost) for arranging any transportation which may be necessary for yourself and any other person in your care during the provision of all services. In the case of removal services (also referred to as Man and a Van hire) the Service Provider can provide up to two seats in its vehicle, as long as this has been agreed at the time of booking. The Service Provider does not carry the obligation to provide transportation for yourself or any other persons if an explicit agreement has not been made at the time of booking.
- 3.13. You will ensure that you have adequate buildings and contents insurance and occupier's liability insurance in place and will provide a copy to the Service Provider if reasonably requested to do so.

- 3.14. Unless agreed otherwise in writing, you will be solely responsible for the removal of all waste materials from your property following completion of the services.
- 3.15. If you do not comply with or fulfil your obligations under this clause 3, the Service Provider may be prevented from performing the services. If so, such failure will constitute an Event Outside the Service Provider's Control and entitle the Service Provider to suspend the services in accordance with clause 10 or cancel them in accordance with clause 12.

#### **4. SITE VISITS**

- 4.1. Some of the services the Service Provider offers may require a site visit to your property or another location, depending on the information you provide at the time of booking. Such services include, but are not limited to, garden maintenance, removal services and rubbish collection.
- 4.2. If a site visit is required, the Service Provider will notify you at the time of booking and arrange a mutually convenient time for the site visit to take place.
- 4.3. If a site visit is required, a fee will be payable at the time of visit to cover the Service Provider's expenses. The fee will be between £10 and £65 plus VAT, depending on the service required and will be agreed by you at the time of booking.
- 4.4. If you are a Consumer and you require the services to be carried out during the 14-day cancellation period (see clause 11.1.) then during the site visit the Service Provider may require you to sign a written request to start work during this period. If you do not sign the written request, the Service Provider will not be able to provide the services until the end of the cancellation period, to give you the opportunity to change your mind. In these circumstances, your appointment will need to be rescheduled.

#### **5. CHANGES TO THESE TERMS**

- 5.1. These terms may be amended by the Service Provider from time to time in its sole discretion. By way of example only, this may be necessary to:
- 5.1.1. Reflect changes in how the Service Provider accepts payment from you;
  - 5.1.2. Reflect operational changes to the provision of services;
  - 5.1.3. Correct an obvious error;
  - 5.1.4. Reflect changes in rates or prices; and
  - 5.1.5. Comply with changes in relevant laws and regulatory requirements.
- 5.2. If these terms need to be amended by the Service Provider for any reason, the Service Provider will give you notice of any changes before they take effect. If you object to the changes, you can choose to cancel the services in accordance with clause 11.
- 5.3. Except as set out in this clause 5 no change to these terms shall be effective unless it is in agreed in writing by the Service Provider in advance.

#### **6. IF THERE IS A PROBLEM WITH THE SERVICES**

- 6.1. In the unlikely event of the services not being provided in accordance with the contract:
- 6.1.1. Please contact the Service Provider as soon as reasonably possible and in any case within one month after the provision of the services;
  - 6.1.2. Please give the Service Provider a reasonable opportunity to investigate and if the Service Provider is at fault, arrange for the Service Provider to correct, repair or fix any defect; and
  - 6.1.3. The Service Provider will use every effort to correct, repair or fix the defect as soon as reasonably practicable if such problems or defect have been found to be caused by the Service Provider.

- 6.2. You will not have to pay for the Service Provider to correct, repair or fix a defect in the circumstances described in clause 6.1. If it is impossible for the Service Provider to remedy the problem or fails to do so in reasonable time, you will be entitled to a reasonable reduction in the price of the services.
- 6.3. For the avoidance of doubt, the Service Provider shall have no responsibility or liability under clause 6.1. in relation to any of the following:
  - 6.3.1. Your failure to notify the Service Provider within the period of one month after the provision of services;
  - 6.3.2. Disruption to the services or damage to your property or belongings caused by third parties who are present on the site while the Service Provider is performing the services;
  - 6.3.3. Damage or defects caused by your negligence, wilful act or faulty workmanship, or that of any third party engaged or authorised by you to carry out any work for you;
  - 6.3.4. Damage to any of your property or belongings where the Service Provider has followed your instructions regarding care or treatment of such property or belongings;
  - 6.3.5. Damage to your property caused by waste left behind following completion of the services, save where the same has been caused by the Service Provider's negligence or failure to exercise reasonable care and skill;
  - 6.3.6. Damage to items which require specialist or non-standard care or cleaning products where the Service Provider's attention has not been specifically drawn to such requirements or where the Service Provider has followed incorrect care instructions provided by you;
  - 6.3.7. Pre-existing wear and tear, damage, defects or faults in your property, its contents or your belongings;
  - 6.3.8. Stains, burns, ingrained dirt and other marks which cannot be removed with industry standard cleaning methods and materials;
  - 6.3.9. Shrinkage of carpets where such shrinkage is caused by the poor fitting of such carpets;
  - 6.3.10. Your failure to allow carpets to dry adequately before replacing furniture;
  - 6.3.11. Wear or discolouration of fabric which becomes more apparent as a result of cleaning;
  - 6.3.12. Damage to the property, its contents or your belongings caused by faulty or defective products, materials and equipment provided by you and used by the Service Provider in the performance of the services;
  - 6.3.13. Non-completion of any tasks not specified by you at the time of booking or otherwise notified to the service provider and accepted by the service provider prior to the start of the services;
  - 6.3.14. The service provider's failure to complete all or part of the services where such failure is caused by your failure to book the Service Provider for the recommended number of hours or where you require the Service Provider to carry out additional tasks over and above what was originally booked; and
  - 6.3.15. The quality of "end of tenancy" carpet cleaning, oven cleaning, gardening, jet wash or rubbish collection services where such services are carried out by the Service Provider whilst the property is still occupied by tenants or other third parties.
- 6.4. Where you report a problem, it may be required that the Service Provider visits your property for a site inspection. In this event, you agree that the Service Provider shall have access to your property in order to inspect the alleged defect.

- 6.5. If you are a Consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the materials used to provide the services are faulty or not as described. Advice about your legal rights is available from your local Citizen's Advice Bureau ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)). Nothing in these Terms will affect these legal rights.

## **7. MATERIALS**

- 7.1. At the time the Service Provider performs the services, it may not have all the materials it needs to perform the services. This may be for a number of reasons such as:
- 7.1.1. The need for the particular materials may only be revealed when the Service Provider starts performing the services; or
- 7.1.2. The condition of an item or the area which is the subject of the services may only become apparent when the Service Provider starts performing the services and it was not reasonably possible to establish it until that point.
- 7.2. In such cases the Service Provider may need to purchase the materials. If the materials can be purchased from a local supplier, the Service Provider will travel to the supplier and return to continue with the services. You are to cover the cost of the purchased materials, unless agreed otherwise, and will be presented with a valid receipt by the Service Provider. All costs will be agreed with you upfront.
- 7.3. If the materials cannot be purchased at a local supplier, the Service Provider will order them and return on another convenient for you occasion to continue with the services. You are to cover the cost of the purchased materials, unless agreed otherwise, and will be presented with a valid receipt by the Service Provider. All costs will be agreed with you upfront.
- 7.4. Until the materials have been paid for in full, including any delivery charges notified to you, the Service Provider shall own the materials.
- 7.5. You will not be charged in case when the Service Provider has ordered the worn materials, unless it did so on your instruction.
- 7.6. The Service Provider does not carry responsibility for manufacturing faults that can be found in the materials it purchased.
- 7.7. Any materials purchased or used in performing the services will be new and of satisfactory quality and fit for the purpose of being used in connection with the type of services being provided.
- 7.8. If you wish to supply any materials or goods, then the Service Provider will not be liable as regards whether they are of satisfactory quality or fit for the purpose for which they are to be used.
- 7.9. If you have any particular or special purpose for, or for the use of, the materials please let the Service Provider know before it starts using the materials. Preferably you should let the Service Provider know about such purpose in writing.
- 7.10. If the amount of materials the Service Provider uses is less than the amount originally specified, on completion of the services the service provider will leave the excess materials at the property. If you wish the Service Provider to remove these excess materials, please let the Service Provider know sufficiently in advance.

## **8. PRICE AND PAYMENT**

- 8.1. A price for the services, based on information provided by you (including photos) will be stated in the Confirmation Email you receive from the service provider. This price will be subject to confirmation by the Service Provider upon their arrival at your property to perform the services.

- 8.2. If a change in the price is deemed necessary by the Service Provider, i.e. because the services will require more time than you have booked for, you will be notified by the Service Provider and will have to agree to the new price prior to the start of the services. You have the right to cancel the services or make changes to your original requirements in order to stay within the original price range.
- 8.3. The price for some of our services (i.e. gardening) is calculated according to the amount of time the service provider will need to spend performing the service. In that case the Service Provider charges for each period and/or part period of 60 minutes spent performing the services. For other services the rate is calculated on a different basis, for example by relation of weight and volume for rubbish collection. The applicable rates for performing the services will be notified to you at the time of booking and in the Confirmation Email.
- 8.4. Minimum charges apply for each service in order to make a booking. The minimum applicable minimum charge will be notified to you at the time of booking and in the Confirmation Email.
- 8.5. The Service Provider may charge less than the minimum charges mentioned in clause 8.4. in cases where it deems reasonable to do so.
- 8.6. The price for any materials that need to be purchased by the Service Provider will be agreed with you in the Confirmation Email or during the Service Provider's visit to perform the services.
- 8.7. All payments must be paid on completion of the services directly to the Service Provider in cash or by cheque. If it is agreed that you will be paying in person by cash or cheque and the payment is to be left at the property where the services are to be performed, or at a location where the keys to the property are to be collected by the Service Provider, you shall provide the Service Provider with full details of where and from whom the payment may be collected prior to the commencement of the services.
- 8.8. There can be times when the Service Provider may need to charge you a higher amount than stated upon booking. This can occur for a number of reasons, in particular where:
  - 8.8.1. What you require the Service Provider to do changes, or the amount of work or services you require the Service Provider to provide increases or is different to what was agreed before the Service Provider started performing the services; or
  - 8.8.2. When the Service Provider starts performing the services it becomes apparent that the amount of services the service provider will need to perform or the type of work that involved is different to what was agreed before the Service Provider started performing the services and which the Service Provider could not reasonably have foreseen before the Service Provider started performing the services.
- 8.9. Where the Service Provider needs to charge you a higher amount than agreed (as set out in clause 8.8.) then the Service Provider will seek your approval to the extra amount that you will need to pay before continuing to provide the services.
- 8.10. The rates and prices may change at any time.
- 8.11. Any changes to the rates and/or prices will not affect any one-off services booked prior to the date that the change in the rates and/or prices is due to take effect.
- 8.12. The rates and prices include VAT, where applicable. Where VAT is payable by you, if the rate of VAT changes between the date of the booking and the date of performance of the services, the rate of VAT that you pay will be adjusted.
- 8.13. If you do not pay for the services when you are supposed to as set out in clause 8.7., the Service Provider may suspend the services with immediate effect until you have paid the outstanding amounts (except where you dispute an invoice).



## **9. THE SERVICE PROVIDER'S LIABILITY**

- 9.1. If the Service Provider fails to comply with these Terms, the Service Provider is responsible for loss or damage you suffer that is a foreseeable result of its failure to comply with these Terms or its negligence, but the Service Provider is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Service Provider's breach or if it was contemplated at the time the contract was entered into.
- 9.2. If the Service Provider is providing services in your property, the Service Provider will make good any damage to your property caused by it in the course of installation or performance. However, the Service Provider is not responsible for the cost of repairing any pre-existing faults or damage to your property that it discovers in the course of installation and/or performance by it.
- 9.3. Where you have requested the services as a Consumer, the Service Provider will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4. Where you have requested the services as non-consumer, the Service Provider shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, sales, business or revenues, loss of business opportunity, loss of goodwill, loss of anticipated savings, loss of or corruption to data, or any indirect or consequential loss arising under or in connection with the contract.
- 9.5. Subject to clause 9.6., the Service Provider's total financial liability to you in respect of all direct, indirect and consequential losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the lower of £5,000 and the amount paid or payable to Service Provider by you under the contract in the 12 months preceding the date of any claim against the service provider by you.
- 9.6. The Service Provider does not exclude or limit in any way its liability for:
  - 9.6.1. Death or personal injury caused by its negligence or the negligence of its employees, agents, representatives or sub-contractors;
  - 9.6.2. Fraud or fraudulent misrepresentation;
  - 9.6.3. Breach of the terms implied by sections 49, 50, 51 and 52 of the Consumer Rights Act 2015;
  - 9.6.4. Breach of the terms implied by sections 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982;
  - 9.6.5. Defective products under the Consumer Protection Act 1987; and
  - 9.6.6. Any other liability that cannot be excluded or limited by English law.
- 9.7. The Service Provider may supply goods to you in connection with the services. If you are a Consumer, you have legal rights in relation to goods that are faulty or not as described. The Service Provider is under a legal duty to supply goods that are in conformity with the contract. Advice about your legal rights is available from your local Citizen's Advice Bureau ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)). Nothing in these Terms will affect these legal rights.
- 9.8. This clause 9 shall survive termination or expiry of the contract.

## **10. EVENTS OUTSIDE THE PROVIDER'S CONTROL**

- 10.1. The Service Provider will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by an Event Outside the Service Provider's Control.
- 10.2. An Event Outside the Service Provider's Control means any act, event or situation beyond its reasonable control. The following are examples of acts, events or situations which are not within the Service Provider's reasonable control:
  - 10.2.1. Where weather conditions make it impossible or unsafe for the Service Provider to perform any of the services;
  - 10.2.2. Where the condition or state of your property makes it unsafe for the Service Provider to perform any of the services;
  - 10.2.3. Where you have not fulfilled your obligations under clause 3, with the result that the Service Provider is unable to provide all or part of the services at the agreed time or at all. Examples of where your failure to fulfil your obligations under clause 3 may result in the Service Provider being unable to provide the services include without limitation:
    - 10.2.3.1. Where the Service Provider is unable to gain access to your property at the dates and/or times agreed; and
    - 10.2.3.2. Where you have failed to adequately prepare your property for the provision of the services, for example, by failing to remove your belongings from the property (or from the areas of it) where the services are to be carried out;
  - 10.2.4. Where the service provider encounters unforeseen technical problems or you make a change in the services you wish the Service Provider to perform (and this results in, for example, the Service Provider having to do further work or wait for new or different materials);
  - 10.2.5. Where the Service Provider is instructed or informed that the services it is performing are not in accordance with statutory or regulatory requirements or are in breach of planning consents or environmental or conservation requirements;
  - 10.2.6. If any materials are not delivered on the date or at the time agreed with the supplier of such materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
  - 10.2.7. Where the Service Provider has to wait for other providers of services (who have been engaged by you) to complete their work before the Service Provider is able to perform the services (or the relevant part of the services is dependent on the other provider if ordered at short notice);
  - 10.2.8. For some other unforeseen or unavoidable event or situation which is beyond the Service Provider's control, including but not limited to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private utilities or telecommunications networks.
- 10.3. Where one of these occurs the Service Provider will normally attempt to recommence performing the services as soon as the situation which has stopped it performing the services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before the Service Provider can start or continue performing the services.
- 10.4. If an Event Outside the Service Provider's Control takes place that affects the performance of the Service Provider's obligations under these terms:

- 10.4.1. The Service Provider will contact you as soon as reasonably possible to notify you;  
and
- 10.4.2. The Service Provider's obligations under these terms will be suspended and the time for performance of the Service Provider's obligations will be extended for the duration of the Event Outside the Service Provider's Control. Where the Event Outside the Service Provider's Control affects the performance of services to you, the Service Provider will restart the services as soon as reasonably possible after the Event Outside the Service Provider's Control is over.
- 10.5. You may cancel the services if an Event Outside the Service Provider's Control takes place and you no longer wish the Service Provider to provide the services. Please see your cancellation rights under clause 11. The Service Provider will only cancel the contract if the Event Outside the Service Provider's Control continues for longer than four weeks in accordance with its cancellation rights in clause 12.

## **11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 11.1. If you are a Consumer, then in accordance with the Consumer Contracts Regulations:
- 11.1.1. You have the right to cancel your contract within 14 days without giving any reason.
- 11.1.2. The cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. the date on which you receive a confirmation email from the service provider).  
To exercise the right to cancel, you must inform the Service Provider of your decision to cancel the contract by a clear statement (such as a letter sent by email or a telephone call). Please use the following contact details for all cancellations.
- Telephone: +44 7858752796/+44 7871 751200
- Email address: [info@excellentmageservice.com](mailto:info@excellentmageservice.com)
- 11.1.3. To meet the cancellation deadline, it is sufficient for you to send the Service Provider your cancellation before the cancellation period has expired.
- 11.1.4. If you cancel your contract before the services begin, the Service Provider will reimburse to you all payments received from you.
- 11.1.5. The Service Provider will make the reimbursement without undue delay, and not later than 14 days after the day on which the Service Provider is informed about your decision to cancel your contract.
- 11.1.6. If you made a request for the performance of the services to begin during the cancellation period, you acknowledge that you shall pay the Service Provider an amount which is in proportion to what has been performed up to the time you communicated your decision to cancel.
- 11.1.7. If you made a request for the performance of the services to begin during the cancellation period, you acknowledge that you will lose the right to cancel your contract once the services have been completed and in these circumstances you will be required to pay for the services in full.
- 11.2. If clause 11.1. does not apply to you, because you are not a Consumer or you are a Consumer but the 14-day cancellation period has expired, the remaining provisions of this clause 11.2. will apply to you if you cancel your contract with the Service Provider:

- 11.2.1. Before the Service Provider begins to provide the services, you have the following rights to cancel the services (including where you choose to cancel because the Service Provider is affected by an Event Outside the Service Provider's Control):
- 11.2.1.1. You may cancel the services at any time before the start date for the services by contacting the Service Provider. The Service Provider will confirm your cancellation in writing to you. If you choose to cancel after the start of the services, you agree to pay the Cancellation Charge.
- 11.2.1.2. If you choose to cancel the services after their provision has started, and you have made any payments in advance, the sum will be refunded to you, minus the Cancellation Charge.
- 11.3. In the case of services which are provided on a regular or periodic basis (such as weekly domestic cleaning or gardening), you may cancel the services without charge at any time after the Service Provider has begun to provide the services to you by providing the Service Provider with notice before the date on which the services are due to be provided.
- 11.4. In the case of all services, once the Service Provider has begun to provide the services to you, you may cancel the services with immediate effect without charge by giving the Service Provider notice if:
- 11.4.1. The Service Provider breaches any of the terms in any material way and does not correct or fix the situation within seven days of you notifying the Service Provider of the problem;
- 11.4.2. the Terms are changed under clause 5.1. to your material disadvantage;
- 11.4.3. The Service Provider is affected by an Event Outside the Service Provider's Control (save that where this is caused by your failure to comply with your obligations under clause 3, you will be required to pay for such services as have been provided up to the time of cancellation).
- 11.5. If you cancel the services and the Service Provider with your consent has already purchased or contractually committed to purchase any materials, you will pay the Service Provider the cost of such materials. On the Service Provider's receipt of payment, any such materials which the Service Provider has not already used in the performance of the services will be delivered to you and ownership of those materials will pass to you at that point. The cost of the materials will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. The Service Provider will tell you what these costs are when you contact it. However, if you cancel the services because the Service Provider has failed to comply with these Terms, you do not have to make any payment to the Service Provider for the materials unless the reason for the Service Provider's failure is an Event Outside the Service Provider's Control under clause 10.2.3. (your failure to comply with your obligations).

## **12. THE PROVIDER'S RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 12.1. The provisions of this clause 12 are subject to any more favourable cancellation rights you may have under clause 11.
- 12.2. If the Service Provider has to cancel the services before the services start:
- 12.2.1. The Service Provider may have to cancel the services before the start date for the services, due to an Event Outside the Service Provider's Control or the unavailability of key personnel or key materials without which the Service Provider cannot provide the services. The Service Provider will promptly contact you if this happens.

- 12.2.2. If the Service Provider has to cancel the Services under clause 12.2.1. and you have made any payment in advance for services that have not been provided to you, these amounts will be refunded to you.
- 12.3. In the case of services which are provided on a regular or periodic basis (such as weekly domestic cleaning or gardening), once the Service Provider has begun to provide the services to you, the Service Provider may cancel the services at any time by providing you with at least 7 days' notice in writing. If you have made any payment in advance for services that have not been provided to you, these amounts will be refunded to you.
- 12.4. The Service Provider may cancel the services at any time with immediate effect on written notice to you if:
- 12.4.1. You do not pay any sums due when you are supposed to as set out in clauses 8.7.; or
- 12.4.2. You breach any of the terms in these Terms in any other material way and you do not correct or fix the situation within seven days of being asked to do so in writing.
- 12.5. If the Service Provider cancels the services and it has already purchased or contractually committed to purchase any materials, you will pay the Service Provider the cost of any materials which it has already used in the performance of the services. The cost of the materials will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. The Service Provider will tell you what these costs are when you contact it.

### **13. HOW TO CONTACT THE SERVICE PROVIDER**

- 13.1. If you have any questions or if you have any complaints, please contact the Service Provider. You can do so by telephoning or emailing ExcellentMage Ltd's customer service team using the following contact details:

telephone: +44 7858752796/+44 7871 751200

email: [info@excellentmageservice.com](mailto:info@excellentmageservice.com)

### **14. HOW YOUR PERSONAL INFORMATION MAY BE USED**

- 14.1. The Service Provider will only use the personal information you provide to provide the services to you and, where applicable, to process your payment for the services.
- 14.2. All information you choose to share with the Service Provider through email, the form on its website or over the phone, is to remain confidential and will not be shared with third parties without your explicit permission. Such information includes names, contact details, address and any photos you choose to share with the Service Provider.
- 14.3. The Service Provider may keep the information you provide, or parts of it, in a reasonably protected database.
- 14.4. The Service Provider may use contact details you provide, including email and telephone number, in order to contact you in the future in relation to offers on services that may be of your interest.

### **15. OTHER IMPORTANT TERMS**

- 15.1. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.
- 15.2. Termination or expiry of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or

expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

- 15.3. This contract is between you and the Service Provider. No other third party shall have any rights to enforce any of its terms
- 15.4. Each of the clauses of these Terms operates separately. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 15.5. If the Service Provider fails to insist that you perform any of your obligations under these Terms, or if the Service Provider does not enforce its rights against you, or if it delays in doing so, that will not mean that it has waived its rights against you and will not mean that you do not have to comply with those obligations. If the Service Provider does waive a default by you, it will only do so by written notice sent to you by the Service Provider, and that will not mean that it will automatically waive any later default by you.
- 15.6. These Terms are governed by English law. You and the Service Provider both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 15.7. When the words "writing" or "written" are used in these Terms, such references will include email unless stated otherwise.
- 15.8. Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.