

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.

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 services 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, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are ServiceMaster Limited a company registered in England and Wales. Our company registration number is 01250088 and our registered office is at ServiceMaster House, Tigers Road, Wigston, Leicestershire, LE18 4WS. Our registered VAT number is GB241642974.

2.2 **How to contact us.** You can contact us by telephoning our customer service team on 0116 275 9000 or by writing to us at marketing@servicemaster.org.uk or at our registered address above.

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 your booking has been confirmed, this is usually confirmed verbally over the phone, 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 and will not charge you for the services.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the services you have ordered please contact us at the earliest opportunity. 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. PROVIDING THE SERVICE

5.1 **When we will provide the services.** During the order process we will confirm the date agreed with you for us to provide the services. The estimated completion date/time for the services is as told to you during the order process.

5.2 **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.

5.3 **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 8.2 will apply.

6. YOUR RIGHTS TO END THE CONTRACT

6.1 **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:

- (a) **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 9*;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do**, see *clause 6.2*;
- (c) **If you have just changed your mind about the product**, see *clause 6.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see *clause 6.6*.

6.2 **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 (d) below the contract will end immediately and we will refund you in full for any products or services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) 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;
- (b) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (c) you have a legal right to end the contract because of something we have done wrong.

6.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products and services bought over the telephone 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.

6.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of our services once these have been completed, even if the cancellation period is still running.

6.5 **Have you bought services (for example, carpet cleaning or lawn care)?** If so, you have 14 days after the day we confirm your booking. 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.

6.6 **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 6.1), 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.

6.7 The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) £50 as reasonable compensation for the net costs we will incur as a result of your ending the contract.

7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

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

- (a) **Phone or email.** Call customer services on 0116 275 9000 or email us at marketing@servicemaster.org.uk. Please provide details of what you ordered, when you ordered and your name and address.
- (b) **By post.** Complete the form included herewith (also available online to print off at www.furnituremedic.co.uk/service-terms-conditions) and post it to us at the address on the form. Or simply write to us at ServiceMaster House, Tigers Road, Wigston, Leicestershire, LE18 4WS including details of what you bought, when you ordered or received it and your name and address.

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

7.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind where the product is a service, 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.

7.4 **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.

8. OUR RIGHTS TO END THE CONTRACT

8.1 **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:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) 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, measurements of the property;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you £50 as reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. IF THERE IS A PROBLEM WITH THE PRODUCT

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone our customer service team on 0116 275 9000 or write to us at marketing@servicemaster.org.uk or our registered address as set out above.

9.2 **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.

If your product is **services**, for example a carpet clean, the Consumer Rights Act 2015 says:

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

See also clause 6.3.

10. PRICE AND PAYMENT

10.1 **Where to find the price for the product.** The price of the service (which excludes VAT) will be the price as given to you over the telephone or in the course of email exchanges. We take all reasonable care to ensure that the price of the service advised to you is correct, however, the price at this point is based upon measurements provided by yourself. On attending the property to deliver the services, measurements will be confirmed and the price will be subject to change.

10.2 **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 product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

10.3 **What happens if the price is incorrect.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. If the price is wrong because of the measurements provided by you, we will need to adjust the price according to the correct measurements. However, we will always confirm the pricing with you prior to commencing the work. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

10.4 **When you must pay and how you must pay.** We accept payment by cash, cheque or debit and credit card (except American Express). For Services, you must pay before or immediately upon completion of the services and a receipt will be issued prior to our technician vacating the premises. If a VAT receipt is required, please contact us and we will issue a paid invoice.

10.5 **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 of 2% a year above the base lending rate of the Bank of England 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.

10.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us within 7 days to let us know and we will not charge you interest until we have resolved the issue.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 **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. 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.

11.2 **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; and for defective products under the Consumer Protection Act 1987.

11.3 **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.

11.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

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

- (a) to supply the services to you;
- (b) to process your payment for the services; and
- (c) if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us by calling customer services on 0116 275 9000 or email us at marketing@servicemaster.org.uk

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

13. OTHER IMPORTANT TERMS

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

13.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4 **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.

13.5 **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.

13.6 **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 services in the English courts.

13.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use, details of the provider will be provided to you once the internal complaints process has been exhausted.

Schedule Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract or alternatively email marketing@servicemaster.org.uk)

To ServiceMaster Limited of ServiceMaster House, Tigers Road, Wigston, Leicestershire, LE18 4WS

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

Ordered on/received* on:

Name of consumer(s):

Address of consumer(s):
.....

Signature of consumer(s):

Date:

* Delete as appropriate