

DAVE'S CHIMNEY SWEEP

TERMS AND CONDITIONS

Please read the following important terms and conditions before you book our services and check that they contain everything you want and nothing that you are not willing to agree to.

YOUR KEY INFORMATION

The *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that up to 14 days after booking our services, in most cases, you can cancel *without reason*. *If you agree the services will start within this time, you may be charged for what you've used.*

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 a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

HOW THESE TERMS WORK

These T&Cs set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means David Ricketts trading as Dave's Chimney Sweep; and
- 'you' or 'your' means the person using our site to buy services from us.

If you have any questions about this contract or any orders you have placed, please contact us by:

- sending an email to daveschimneysweep@gmail.com; or
- filling out and submitting the online contact form available here: www.daveschimneysweep.co.uk/contact/
- We are registered with the National Chimney Sweeping Safety Association.

The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.

1. INTRODUCTION

- (a) These terms and conditions apply to all of our services, including but not limited to all chimney sweeping services we offer. If you request or book our services you agree to be legally bound by this contract.
- (b) This contract is only available in English. No other languages will apply to this contract.
- (c) When booking any services you also agree to be legally bound by:

- (i) extra terms which may add to, or replace some of, this contract. This may happen for *security, legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you reasonable notice. You can end this contract at any time by providing notice if we tell you extra terms apply; and
- (ii) specific terms which apply to certain services, which will be communicated to you at the time of booking.

All of the above documents form part of these T&Cs as though set out in full here.

2. INFORMATION WE GIVE YOU

- (a) By law, the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013* say that we must give you certain key information before a legally binding contract between you and us is made. This information is set out at the start of these T&Cs and elsewhere throughout our website. If you cannot access this information for any, you are welcome to contact us using the functionality on the website and we will provide you with a copy of this information.
- (b) The key information we give you by law forms part of this contract (as though it is set out in full here).
- (c) If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3. YOUR PRIVACY AND PERSONAL INFORMATION

- (a) Our Privacy Policy is available at www.daveschimneysweep.co.uk/terms-conditions/.
- (b) Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. OUR SERVICES

4.1. HOW TO ORDER

- (a) Below, we set out how a legally binding contract between you and us is made.
- (b) You can book our services via telephone or our website.
- (c) We may require a deposit for all bookings.
- (d) When you make a booking, we will acknowledge it by email or text.
- (e) We may contact you to say that we do not accept your booking. This is typically for the following reasons:
 - (i) we cannot carry out the services (this may be because, for example, we have a shortage of staff);
 - (ii) we cannot authorise your payment;
 - (iii) you are not allowed to buy the services from us;
 - (iv) we are not allowed to sell the services to you; or
 - (v) there has been a mistake on the pricing or description of the services.
- (f) We will only accept your order when we email or text you to confirm this (**Confirmation Email/Text**). At this point:
 - (i) a legally binding contract will be in place between you and us; and
 - (ii) we will provide services as agreed in the Confirmation Email/Text.
- (g) If you are under the age of 18 you may not buy any services from us.

4.2. WHAT WE DO

- (a) We will provide our services in good faith, in compliance with the national standards.

- (b) As part of our services, brief visual inspections are carried out on the appliance and chimney, however due to the concealed nature of chimney(s) and associated appliance(s), any information or recommendation from us should not be relied upon as a guarantee that the appliance or chimney is safe, free of faults or issues related to age, misuse, or poor installation.
- (c) Unless otherwise notified to us in writing, you warrant that the appliance we are servicing is correctly and safely installed and is in a fit state to be swept.
- (d) All soot will be left at the property for you to dispose of. We are not responsible for disposal of soot or any other materials including but not limited to birds nests.

4.3. PETS & CHILDREN

You must keep pets and children supervised within the property throughout our visit. They should remain in a separate room for the duration of our visit and have a designated responsible person(s) with them at all times.

4.4. SECURITY

Our services, including but not limited to sweeping and/or stove installation may involve multiple trips to and from our vehicle. This means access doors sometimes remain open. It is your responsibility to ensure all valuables are secure and away from the work route/area.

4.5. PARKING

- (a) We require a parking space for our vehicle in front of the premises. You must ensure we have a car space (on or off street) and notify us in advance of any parking restrictions including but not limited to parking fees.
- (b) Any parking fees we incur as part of providing the services shall be borne by you and you agree to indemnify us for all parking fees.
- (c) If we do not have parking access at the time of your booking, we may not be able to provide you with the services. We reserve the right to charge a Call Out Fee of £75.

4.6. YOUR OBLIGATIONS

You must:

- (a) Ensure we have clear, uninterrupted access to the area between the main doorway and the relevant appliance(s) and chimney(s) to perform the services;
- (b) Remove all objects and materials from the area surrounding the chimney and appliance and our route, including but not limited to ornaments, pokers, fuel and furniture;
- (c) Remove all ash and/or debris from the chimney and/or appliance;
- (d) Cease using the appliance for the 12 hours leading up to the services; and
- (e) Ensure we have electrical supply to the area surrounding the chimney/appliance, whether it be a general power outlet or via extension lead (supplied by you).

4.7. CERTIFICATES

- (a) If your chimney/appliance are not fit for purpose, or unable (in our opinion) to be certified, we will issue you with a notice. Our full fees will be payable for the inspection, regardless of whether a certificate is issued in this case.
- (b) Provided the appliance is suitable for installation and certification, then following the delivery of the services and subject to payment of the fees, we will send you an electronic certificate to the email address provided by you as part of your booking.

4.8. GAS FIRES

If your gas fire requires disconnection before the service, you must arrange for a Gas Safe registered engineer to disconnect the appliance prior to our arrival, at your own cost.

5. RIGHT TO CANCEL

- (a) You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period. This is further explained in clauses 5(d) and 5(e) below.
- (b) The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- (c) To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement to us, for example by emailing us using the contact details available on our website.
- (d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- (e) We will not start providing the services during the 14-day cancellation period unless you ask us to. By booking our services you acknowledge that you will lose your right to cancel this contract once the services are fully performed (i.e. the work is completed). If you do not consent to this we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.
- (f) This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.
- (g) This does not affect the rights you have if your services are faulty. A summary of these rights is provided at the top of this page. See also clause 11 below.

6. EFFECTS OF CANCELLATION

- (a) If you cancel this contract, we will reimburse to you all payments received from you, unless you requested for us to start providing the services during the cancellation period, in which case you must pay us:
 - (i) for the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or
 - (ii) the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.
 - (iii) We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- (b) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. CARRYING OUT THE SERVICES

- (a) We will carry out the services *by the* time or within the period agreed and as set out in the Confirmation Email/Text (see clause 4.1(f)). If you and we have agreed no time or period, we will carry out the services within a reasonable time. We may arrive 1 hour early to an appointment.
- (b) Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the services as soon as those events have been fixed.

8. CANCELLATION AND CHANGES

- (a) We require 48 hours notice prior to your scheduled booking to make any changes or cancellation to your booking (**Cancellation Notice**). You must provide the Cancellation Notice in writing to daveschimneysweep@gmail.com.

- (b) If you fail to provide the Cancellation Notice, we reserve the right to charge you for the services booked. This includes, for the avoidance of doubt, if we attend your property and you cancel in person.

9. PAYMENT & FEES

9.1. OUR FEES

- (a) We will confirm the fees for the services you book in the Confirmation Email/Text.
- (b) A call out charge will be applied per appliance(s) if, upon arriving at an appointment we are unable to gain access to your property for any reason.
- (c) We reserve the right to charge a standard fee for all services booked, if you notify us without the required Cancellation Notice, of a reduction or cancellation of all or part of the services in a booking.

9.2. PAYMENT

- (a) You must pay us the fees for the services upon the completion of the services.
- (b) We accept credit cards, debit cards and cash.
- (c) We will do all that we reasonably can to ensure that all of the information you give us when paying for the services is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 3) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- (d) All payments by credit card or debit card need to be authorised by the relevant card issuer.
- (e) If your payment is not received by us when it is due:
 - (i) We may seek to recover the amount due by referring the matter to a collection agency; and
 - (ii) without limiting any of our other rights under these terms, statutory interest of 8% per annum shall apply on each amount outstanding, from the due date for payment to the date on which payment is received by us, plus any other amount we are entitled to claim under law including The Late Payment of Commercial Debts (Interest) Act 1998.
- (f) Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 5 and 6.
- (g) All prices are in pounds sterling (£)(GBP) and include VAT (if applicable) at the applicable rate.

10. NATURE OF THE SERVICES

- (a) The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'). The services that we provide to you must be carried out with reasonable care and skill. In addition:
 - (i) where the price has not been agreed upfront, the cost of the services must be reasonable; and
 - (ii) where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

11. FAULTY SERVICES

- (a) Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at the top of this page. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please:
 - (i) contact us using the contact details at the top of this page; or

- (ii) visit the Citizens Advice website www.citizensadvice.org.uk or call 0808 223 1133.
- (b) Nothing in this contract affects your legal rights under the *Consumer Rights Act 2015* (also known as 'statutory rights'). You may also have other rights in law.
- (c) If the services we have provided to you are faulty, please contact us using the contact details at the top of this page.

12. END OF THE CONTRACT

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13. LIMITATION ON OUR LIABILITY

- (a) Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
 - (i) losses that were not foreseeable to you and us when the contract was formed;
 - (ii) losses that were not caused by any breach on our part;
 - (iii) business losses; or
 - (iv) losses to non-consumers.
- (b) We shall not, under any circumstances be liable to you in instances for losses or damage which are due, in whole, or in part, to any act or omission by you.
- (c) We limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the services, these terms or any other services provided by us to the value of the fees (if any) paid for the services. If no Fee has been paid, liability is excluded to the maximum extent permitted by applicable law.
- (d) Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.
- (e) All express or implied representations and warranties in relation to the services, the website, these terms or any other goods or services provided by us are, to the maximum extent permitted by applicable law, excluded.

14. THIRD PARTY RIGHTS

No one other than a party to this contract has any right to enforce any term of this contract.

15. DISPUTES

- (a) We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided, or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.
- (b) Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.