

Terms for the provision of Goods

THE RESTORATION OF ELECTRIC CLOCKS IS FOR DECORATIVE PURPOSES ONLY. WE TAKE NO RESPONSIBILITY FOR THEIR ELECTRICAL SAFETY. ANY RESTORATION WILL NOT BE TO ELECTRICAL REGULATIONS. WE DO NOT RECOMMEND RECONNECTING TO THE MAINS SUPPLY WITHOUT FIRSTLY BEING CHECKED BY A QUALIFIED ELECTRICIAN

STORAGE CHARGES WILL BE INCURRED FOR ITEMS NOT COLLECTED AFTER A MONTH UNLESS SPECIFICALLY AGREED IN WRITING OTHERWISE. ITEMS THAT REMAIN UNCOLLECTED AFTER A YEAR WILL BE SOLD TO RECOVER COSTS.

1. Application of these Terms and Conditions

1.1 We are estimating on the assumption that You are a “Consumer” as defined in Clause 3 below.

1.2 You may only accept the estimate if you are a “Consumer”. If You are not, the estimate will not be valid. In that case, please let Us know and We will try to provide a estimate for You as a non-Consumer”.

1.3 These Terms and Conditions apply to the purchase, as a Consumer, by the person named in the estimate (“**You**”) of the goods detailed in the estimate (“**Goods**”) from W Irzykowski t/as Time Restorations of 47d Sycamore Road, Bournville B30 2AA (“**Us/We/Our**”). No other terms and conditions will apply unless We and You agree in writing that they will apply.

2. Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before You accept the estimate) except where that information is already apparent from the context of the transaction. We have either included the information itself either in the estimate or these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the estimate.

2.2 All of that required information and any other information We give You about the Goods or Ourselves which You take into account when deciding to accept the estimate or when making any other decision about the Goods will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

3. Interpretation

3.1 A “**Consumer**” means a consumer as defined in the Consumer Rights Act 2015, i.e. an individual who agrees to purchase and receives the Goods for their personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A “**Business**” means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The “**Regulations**” means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 A “business day” means any day other than a Saturday, Sunday or bank holiday.

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

4. Cancellation under the Regulations

4.1 If the contract We make with You is not made on Our premises, the Regulations give You the right to cancel the contract for the Goods as follows and You will have that right in addition to the rights You have under the law and these terms and conditions.

4.2 The right to cancel given by the Regulations is a right to cancel the Goods, without reason, until the end of the 14 days period from when You come into possession of the Goods, but that period will be extended by the Regulations in certain circumstances set out in the Regulations.

4.3 If You cancel under the Regulations, You must confirm this to Us in any way convenient to You, and if You have already made any payment(s) to Us for the Goods or their delivery, We will refund the payment(s) to You as required by the Regulations.

5. Goods

5.1 The description of the Goods is set out on Our website or in our shop and confirmed in the estimate.

5.2 All of the following information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer:

5.2.1 the information that the Regulations require Us to give to You; and

5.2.2 any other information We give you about the Goods or Us which You take into account when deciding to accept the estimate or when making any other decision about the Goods (i.e. the information set out in the estimate and product description as well as any other information We make available to You.

5.3 Any change to any such information shall only be effective if We and You agree it.

6. Price

6.1 The price (“Price”) of the Goods shall be as set out on Our website or in our shop current at the date of Your enquiry or such other price as We and You may agree in writing. The Price is confirmed in the estimate.

6.2 If the cost of the Goods to Us increases due to any factor beyond Our control including, but not limited to, material costs, labour costs, alteration of exchange rates

or duties, or changes to delivery rates, We reserve the right to increase the Price shown in the product description in which case We have made clear in the estimate what the revised Price is and that it is an increase to the Price shown in the product description. That increased Price will apply if You agree it by accepting the estimate while the estimate is still valid for acceptance (see Clause 7 for validity).

6.3 The Price is effectively ex works. Packaging and delivery are by separate negotiation

6.4 The Price is inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

7. Estimate and Formation of contract

7.1 Any enquiry, order or other communication from You will not be a contractual offer to purchase the Goods.

7.2 The estimate is not an acceptance by Us of any such enquiry, order or other communication from You.

7.3 The estimate is Our contractual offer to sell the Goods to You which You may accept in writing as follows

7.4 Your acceptance of the estimate will be Your confirmation that You are a Consumer. You may not accept the estimate if You are not a Consumer.

7.5 If You accept the estimate (by communicating with Us in writing) while the estimate is still valid (see sub-Clause 7.6 for validity) there will then be a legally binding contract between You and Us for purchase of the Goods on these Terms and Conditions.

7.6 The estimate is valid for a period of 14 days only from the date shown in the estimate unless We expressly withdraw the estimate before the end of that period in which case it will no longer be valid from the time We withdraw it. We cannot withdraw the estimate if You accepted it when it was still valid.

7.7 You may withdraw any enquiry or order at any time before You accept the valid estimate.

8. Payment

8.1 Following Your acceptance of the estimate, We shall invoice You for the Price either:

8.1.1 on or at any time after delivery of the Goods; or

8.1.2 where

a) We and You have agreed that You are to collect the Goods, but You fail to collect them although We have notified You that they are ready for collection within the time permitted by Clause 9; or

b) We are to deliver the Goods and We tender delivery of the Goods within the time permitted by Clause 9 and You fail to accept delivery of the Goods

and in the case of “a” or “b” there are no circumstances entitling You to fail to collect or accept delivery of the Goods or to cancel under the Regulations, the Consumer Rights Act 2015, or any other consumer legislation.

8.2 You shall pay the Price within 24 hours of the date of Our invoice or otherwise in accordance with any credit terms agreed between Us and You. For goods that need to be posted, we require payment 7 working days prior to dispatch.

8.3 You must make payment where We have properly invoiced You in accordance with Clause 8.1 even if delivery has not taken place and / or even though the ownership of the Goods does not pass to You until You have made full payment as set out in Clause 10.2.

8.4 We will only issue a receipt for payment if You request it.

8.5 All payments must be made in sterling unless otherwise agreed in writing between Us and You.

9. Delivery

9.1 We shall arrange for the delivery of the Goods on the delivery date detailed in the estimate or as soon after that date as We are reasonably able. In any event, We will ensure that We deliver the Goods (or notify You of their readiness for collection if You are to collect the Goods) within no more than 14 days after the date of your acceptance of the estimate.

9.2 Delivery will be to the address specified in Your enquiry or to another location as agreed in writing between Us and You.

9.3 If no delivery address is specified by You, You shall collect the Goods from Our premises at any time after We have notified You that the Goods are ready for collection.

9.4 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.

9.5 You must cover the insurance costs in transit and upon receipt you must also take responsibility for positioning the item in a safe place and secure fit to the wall where required. If it is powered by electric then you MUST have it checked by a competent and qualified electrician before connecting it to a mains supply.

10. Risk and Ownership

10.1 Risk of damage to or loss of the Goods shall pass to You when You or Your nominated carrier collects the Goods.

10.2 Legal and beneficial ownership in the Goods will not pass to You until We have received, in cash or cleared funds, payment in full of the Price.

10.3 We reserve the right to repossess any Goods in which We retain legal and beneficial ownership if We do not receive full payment in accordance with Clause 8.

11. Liability and Consumer Rights

11.1 We will be responsible for any foreseeable loss or damage that You may

suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

- 11.2 We provide the Goods to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 11.4 Furthermore, if you are a Consumer as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You under the Consumer Rights Act 2015, the Regulations, the Consumer Protection Act 1987, or any other consumer protection legislation, as that legislation is amended from time to time. This includes, without limitation, Your rights and remedies under all such legislation for any breach of any term of the contract (whether the terms is part of these Terms and Conditions or is a term implied by any such legislation) and for any non-conformity of the Goods with the contract. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

12. Data Protection

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Web site

13. Communications

13.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

13.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient;

(b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; or

(c) on the fifth business day following mailing, if mailed by national ordinary mail;

13.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address notified to the other party.

14. Force Majeure

Neither We nor You (“first party”) will be liable to the other for any failure or delay in performing any obligations under the contract where the failure or delay is due to a cause beyond the first party’s reasonable control (“Force Majeure”). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions or other terms of the contract.

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Complaints

Whilst We use all reasonable endeavours to ensure that You are satisfied with the Goods and Your dealings with Us, We want to hear from You if you have any complaint about the Goods or any other complaint about Us or any of Our staff. Please raise any complaint with with the Principal of the business contactable at Our premises.

18. Law and Jurisdiction

18.1 These Terms and Conditions, the Contract, and the relationship between

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you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

Terms for the provision of services

1.1 We are estimating on the assumption that You are a “Consumer” as defined in Clause 3 below.

1.2 You may only accept the estimate if You are a “Consumer”. If You are not, the estimate will not be valid. In that case, please let Us know and We will try to provide a estimate for You as a non-“Consumer”.

1.3 These Terms and Conditions apply to the supply of the services detailed in the estimate (“Services”) by from W Irzykowski t/as Time Restorations of 47d Sycamore Road, Bournville B30 2AA (“Us/We/Our”) to you as a Consumer (“You”). No other terms and conditions will apply unless We and You agree in writing that they will apply.

2.Information

2.1 We are required by the Regulations (as defined in Clause 3 below) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before you accept Our estimate) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will ensure that We have made it available to You before You accept the estimate.

2.2 All of that required information, and any other information We give You about the Services or Ourselves which You take into account when deciding to accept the estimate or when making any other decision about the Services, will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

3.Interpretation

3.1 A “**Consumer**” means a consumer as defined in the Consumer Rights Act 2015. In relation to these Terms and Conditions, it means Our customer who is an individual and who receives the Services for the customer’s personal use and for purposes wholly or mainly outside the purposes of any Business.

3.2 A “**Business**” means any business, trade, craft, or profession carried on by You or any other person/organisation.

3.3 The “**Regulations**” means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

3.4 A “business day” means any day other than a Saturday, Sunday or bank holiday.

3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.

3.6 Words signifying the singular will include the plural and vice-versa.

4. Services

4.1 From the commencement date stated in the estimate and in return for payment of the Fees, We shall provide the Services to You.

4.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice.

4.3 We shall use Our reasonable endeavours to complete the Services in the time stated in the estimate. However, that time is only Our estimate of the time needed..

4.4 As we are working with items that are old, we will repair items but can take no responsibility for the longevity of repairs save for where we have completely restored a clock where we give a warranty for ONE YEAR. This does not include the springs. For watch repairs we warranty the repair for 6 months,

4.5 Where we partially restore or overhaul a clock, we cannot take responsibility for the longevity of repairs where the untouched parts are old and may fail as a result of new parts being fitted.

4.6 Owing to the age of the items repaired their ability to keep to time will be affected by heat, humidity and the way they are handled. Clocks that leave our care will be working to time on our premises.

4.7 We cannot take any responsibility where clocks have been mishandled, or otherwise not cared for in line with usual practice.

4.8 Items with a value in excess of £3000 will incur a charge to insure the item whilst with us. You agree to be responsible for and pay this on a timely basis.

5. Your Obligations

If We need information, materials, consents or other things from You to provide the Services, You will need to provide them to Us or give Us access to them, and if You do not, We will not be liable to You if We delay or fail to provide the Services due to Your failure to comply with this Clause 5.

6. Fees and Deposit

6.1 You shall pay Us the fees ("Fees") set out in the estimate for the Services.

6.2 In addition to the Fees, You shall pay Us reasonable incidental expenses for materials We use and for goods and / or services supplied to Us by third parties that We need to use to provide the Services.

6.3 You shall pay Us for any additional service provided by Us not set out in the estimate either at Our normal rate for that service which applies when We provide that service or at another rate if We agree another rate with You. Sub-Clause 6.2 also applies to those additional services.

6.4 Fees stated are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6.5 You shall pay Us a deposit ("Deposit") as stated in the estimate either at the time You accept the estimate or within 24 hours after You accept it .

6.6 If You do not pay the Deposit to Us as stated by sub-Clause 6.5, it will be a breach of contract by You, and We will then be entitled either to delay beginning the Services until You pay it or, if We decide to do so instead, not provide the Services and terminate Our contract with You under Clause 8.

6.7 Payment of a Deposit shall be part payment of Fees. We will keep it in part payment of the Fees due and any liability You have to Us under Clause 10.3.3, but in any other case We will refund it to You.

7. Estimate, Contract and Variation

7.1 Whether or not Your enquiry/order for the Services is an *offer* to purchase the Services, Our estimate is Our response to Your enquiry/order but the estimate is *not an acceptance* by Us of Your enquiry/order.

7.2 The estimate We give to You is Our contractual *offer* to provide the Services to You. Your acceptance of the estimate will be Your confirmation that You are a Consumer, and You may not accept it if You are not a Consumer. If and when You accept that offer in writing, it will be Your and Our agreement to the estimate and these Terms and Conditions, and there will then (from the time that You accept the estimate) be a legally binding contract between You and Us on those Terms and Conditions for Us to provide the Services in accordance with the estimate.

7.3 You may validly accept the estimate within 14 days from the date of the estimate but You may not do so if, before You have accepted it, We tell you in writing it that We are withdrawing it.

7.4 If We or You do not wish to proceed with Your enquiry/order for any reason, We may withdraw the estimate and You may cancel or withdraw Your enquiry/order if You have not yet accepted (or have rejected) the estimate.

7.5 If You wish to vary any details of the Services, You must tell Us in writing as soon as possible. We shall tell you of any addition to the Fees that will be payable for the changes and will make the changes if We reasonably can do so. Only if You and We agree the changes and the addition (if any) to the Fees, will the Services be varied and We will then invoice You for the additional Fees (if any) agreed.

7.6 If at any time, due to circumstances beyond Our control, We have to make any changes in the Services or the arrangements relating to the provision of them, We shall tell You immediately. We shall keep any such changes to a minimum and will not increase the Fees, and We will try to ensure that the changes are not of any real significance to You. However, if the changes will be of real significance to You, You may cancel the Services as from the time that We tell You the changes will come into effect and You will not be liable for any Fees for any period after that time. We will not be liable to You if You cancel in those circumstances but We will refund any Deposit or other advance payment if it exceeds the Fees You have paid or are payable under the contract for the period up to the date the changes come into effect.

8. Payment

8.1 If You accept the estimate (see sub-Clauses 7.2 and 7.3), We shall invoice You for the Fees either (a) when We complete the Services (if We have not set out any invoice date/s in the estimate); or (b) on the invoice date/s, if We have set out invoice date/s in the estimate.

8.2 You shall pay Us the Fees within seven days after the invoice date, or instead, if We and You have agreed any other time/s or period/s for payment, by that time or within that period. For goods that need to be posted, we require payment 7 working days prior to dispatch.

8.3 If You do not pay Fees on time (as required by sub-Clause 8.2), We may, (without affecting our right to later terminate under sub-Clause 10.3.3) charge You interest accruing on a daily basis at the rate of 4% per annum above the Bank of England base rate from time to time on the amount outstanding until You make payment in full.

8.4 We will give You a receipt for any payment only if You ask Us for a receipt.

8.5 You must make all payments in Sterling unless We and You agree in writing to some other currency.

9. Sub-Contracting

9.1 We may sub-contract provision of any or all of the Services

9.2 Where We sub-contract the provision of any or all of the Services, We shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices. We may not pass on to You any additional charges We incur through the use of any sub-contractor/s.

10. Delivery

10.1 We shall arrange for the delivery of the Goods on the delivery date detailed in the estimate or as soon after that date as We are reasonably able. In any event, We will ensure that We deliver the Goods (or notify You of their readiness for collection if You are to collect the Goods) within no more than 14 days after the date of your acceptance of the estimate.

10.2 Delivery will be to the address specified in Your enquiry or to another location as agreed in writing between Us and You.

9.3 If no delivery address is specified by You, You shall collect the Goods from Our premises at any time after We have notified You that the Goods are ready for collection.

10.4 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.

10.5 You must cover the insurance costs in transit and upon receipt you must also take responsibility for positioning the item in a safe place and secure it to the wall where required. If it is powered by electric then you MUST have it checked by a competent and qualified electrician before connecting it to a mains supply.

11. Termination

11.1 If the contract we make with You is not made on Our premises, the Regulations give You the following cancellation rights, and those rights will be in addition to the rights You have under the law and the rights We have given to You under these Terms and Conditions:

11.1.1 You may for any reason cancel any of the Services during the 14 day period after You accept the estimate, but if the estimate includes any Services to be provided on any date/s falling before the end of that 14 day period and if You expressly request Us to provide those Services and We do so, You may not cancel the Services to be provided in that 14 day period, and You must pay for them as required by these Terms and Conditions. You may also during that 14 day period cancel any Services covered by the estimate which are to be provided either:

(a) after the end of that 14 day period; or

(b) during that 14 day period if they are Services which You have not expressly requested Us to provide in that 14 day period.

11.1.2 If all of the Services covered by the estimate have been fully provided within that 14 day period, You will lose the right to cancel those Services.

11.1.3 If, as allowed by the Regulations (and this sub-Clause 10.1), You request that the Services to be provided are to be cancelled by You, You must confirm this in any way convenient to You.

11.1.4 If You cancel as allowed as above, and You have already made any payment(s) to us for the Services, We will refund the payment(s) to You within 14 days of receiving Your cancellation less any amount due for those Services that We have already provided to You, and You will not have any liability to Us in relation to that cancellation except to pay for them as set out in sub-Clause 10.1.1.

11.2 If the right to cancel under the Regulations is available to You (as set out in sub-Clause 10.1), *You may choose to use either that right or, if the following circumstances apply, the following rights instead.* If the right under the Regulations is not or is no longer available, You may instead use any of the following rights where applicable as follows. You may terminate the provision of the Services and the contract at any time:

11.2.1 immediately if We fail to provide or We delay in providing the Services if that failure or delay is a breach of either these Terms and Conditions or of any requirement of the Consumer Rights Act 2015 or of any other applicable legislation. In that case we shall refund to You in full any deposit or other amount that You have paid us, and You will not be liable to Us for any Fees or other amount in respect of any Services We have provided or have yet to provide. We will be liable to You for any such breach, subject to Clause 12; or

11.2.2 without any reason, if You give Us at least 5 days prior notice, and sub-Clause 10.4 will then apply; or

11.2.3 without any reason and without notice, and sub-Clause 10.4 will then apply, and, *in addition*, You will be liable to Us for the amount of any net financial loss that We suffer due to Your termination but not exceeding 75% of the total price of the Services covered by the estimate.

Sub-Clause 7.6 also contains a right for You to cancel the Services in the circumstances set out there.

11.3 We may terminate provision of the Services and the contract immediately, and sub-Clause 10.4 will then apply, if:

11.3.1 You commit a serious breach of Your obligations under these Terms and Conditions; or

11.3.2 You are or become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; or

11.3.3 You do not pay Us all or any Fees or deposit or other amounts payable on time (even if We have previously charged You interest under sub-Clause 6.3) and We have given You at least 14 days prior notice of our intention to terminate; or

11.3.4 We find that you are not a Consumer.

11.4 On termination under any of sub-Clauses 10.2.2, 10.2.3, or 10.3, Fees will be payable by You up to the date of termination as follows. Where the Services are an ongoing service to be provided over a period before and after the date of that termination, or where only part of the Services have been provided by that date, Fees will be payable if the Services which have been provided are of benefit to you although incomplete, and the amount payable will be based on the Fee rate or in proportion to the total price. If sub-Clause 10.2.3 applies, note that an additional amount may be payable under that sub-Clause.

11.5 If You are liable to Us under this Clause 10 for any amount/s, We may take that amount from any deposit that we hold and shall return any balance to you. However, if the deposit that We take is less than Your liability, You must pay Us the difference.

12. Intellectual Property

We reserve all copyright and any other intellectual property rights (if any) which may subsist in anything We create, use, or provide in connection with provision of the Services. We reserve the right to take any action as appropriate to restrain or prevent the infringement of such intellectual property rights. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

13. Liability and Consumer Rights

13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

13.2 We provide Services to You only for Your personal and private use/purposes. We make no warranty or representation that products, or other goods or materials that We provide to You are fit for commercial, business, industrial, trade, craft or professional purposes of any kind (including resale). We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

13.3 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

13.4 Furthermore, If you are a Consumer, either as defined by the Consumer Rights Act 2015 or for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under the Consumer Rights Act 2015, the Regulations, or any other applicable consumer protection legislation, as that legislation is amended from time to time. All such duties, obligations, rights, remedies and liabilities under such legislation are in addition to those under these Terms and Conditions.

13.5 For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

14. Data Protection

All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our web site

15. Force Majeure

Neither We nor You (“first party”) will be liable to the other for any failure or delay in performing obligations where the failure or delay is due to a cause beyond the first party’s reasonable control (“Force Majeure”). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions or the estimate.

16. Communications

16.1 All notices or other communications from You or Us under these Terms and Conditions must be in writing.

16.2 A notice will be valid and effective if sent by email or pre-paid post to the email address or postal address of, as the case may be, You or Us, which is stated in the estimate.

17. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

18. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

19. Complaints

Whilst We use all reasonable endeavours to ensure that Your experience as Our customer is positive, We want to hear from You if You have any complaint about Our Services or any other complaint about Us or any of Our staff. Please raise any complaint with the proprietor contactable at Our premises

20. Law and Jurisdiction

20.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales

20.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.

20.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.