

SERVICES TERMS AND CONDITIONS

IMPORTANT NOTICE ABOUT YOUR CONTRACT

1st Online Solutions Limited acts as an introductory agent for a range of service providers and is authorised by such service providers to enter into contracts with you on their behalf. 1st Online Solutions Limited will do this by taking your booking enquiry, allocating the booking to an appropriate service provider and then sending you an email confirming the price and other details of your booking.

Once you have indicated your agreement to these terms and conditions and the terms of the confirmation email, a contract will come into existence between you and the service provider. Please note that your contract is with the service provider and not 1st Online Solutions Limited and responsibility for the provision of the services rests solely with the service provider.

Please read these terms and conditions carefully as they will be legally binding on you once you enter into a contract with a service provider. Your attention is drawn in particular to clause (if you are a consumer) and clause (if you are not a consumer), which set out the limitations on the service provider's liability to you.

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 1st Online: 1st Online Solutions Limited;

1.1.2 Cancellation Charge: (i) for cleaning services, the price of the Services, or (ii) for all other services, the lower of £50 or a sum equivalent to 50% of the price of the Services, to cover the Provider's out of pocket expenses in relation to the late cancellation of the Services by you;

1.1.3 Confirmation Email: the email sent by 1st Online to you confirming that the Provider is able to provide the Services to you and detailing the scope of the Services to be provided, the estimated timescales and costs involved and other key information relating to the provision of the Services;

1.1.4 Customer Equipment: all domestic cleaning materials and equipment required for the performance of cleaning services, including without limitation cleaning fluids and sprays, cloths and other applicators, brooms, mops, buckets, vacuum cleaners, ironing boards washing machines and other standard domestic cleaning appliances;

1.1.5 Event Outside the Provider's Control: is defined in clause ;

1.1.6 Materials: means any materials, goods, parts or items the Provider needs to buy necessarily in order to perform the Services, as may be set out in the Confirmation Email;

1.1.7 Provider: the service provider allocated to provide the Services to you as set out in the Confirmation Email or otherwise notified to you;

- 1.1.8 Provider Equipment: any cleaning materials and equipment to be provided by the Provider as specified in the Confirmation Email;
- 1.1.9 Services: the services that the Provider is providing to you in accordance with your booking and as set out in the Confirmation Email;
- 1.1.10 Terms: the terms and conditions set out in this document;
- 1.1.11 VAT: value added tax;
- 1.1.12 Working Days: Monday to Friday each week, excluding Bank Holidays.

2. **YOUR CONTRACT WITH THE PROVIDER**

- 2.1 These Terms are the terms and conditions on which the Provider carries out the Services for you. Please ensure that you read them carefully.
- 2.2 When you make a booking enquiry by telephone or through the online enquiry form, 1st Online will speak to you to discuss the services you require. Following this, 1st Online will send you the Confirmation Email setting out the price and other details of your booking and providing a copy of these Terms for you to review. To proceed with your booking, you will need to indicate your understanding and acceptance of these Terms and the terms of the Confirmation Email by clicking the "Accept" button in the Confirmation Email.
- 2.3 Once you click the "Accept" button in the Confirmation Email, a contract will come into force between you and the Provider and these Terms and the terms of the Confirmation Email will become binding on both you and the Provider.
- 2.4 If you do not indicate your agreement to these Terms and the terms of the Confirmation Email by clicking the "Accept" button, the Provider will be under no obligation to provide the Services to you. However, if the Provider starts to provide the Services to you, your consent to the provision of the Services by the Provider will amount to your agreement to these Terms and the terms of the Confirmation Email.
- 2.5 For the avoidance of doubt, 1st Online acts as an introductory agent for the Provider and is authorised by the Provider to enter into a contract with you on its behalf. Your contract is with the Provider and responsibility for the provision of the Services is the Provider's alone. You agree that 1st Online takes no responsibility (directly or indirectly) and incurs no liability of any kind for the provision of the Services by the Provider.

3. **PROVIDING SERVICES**

- 3.1 The Provider will supply the Services to you.
- 3.2 The Provider will make every effort to provide the Services in accordance with the timescales set out in the Confirmation Email. However, there may be delays due to an Event Outside the Provider's Control. See clause for the Provider's responsibilities when an Event Outside the Provider's Control happens.
- 3.3 The Provider will provide any Provider Equipment set out in the Confirmation Email and ensure that it is in good working order.

- 3.4 The Provider will provide the Materials set out in the Confirmation Email and any additional Materials in accordance with clause .
- 3.5 The Provider will provide you with the Services:
- 3.5.1 using reasonable care and skill;
 - 3.5.2 in compliance with commonly accepted practices and standards in the relevant industry or trade; and
 - 3.5.3 in compliance with all applicable laws and regulations in force at the time of providing the Services.
- 3.6 The Provider may sub-contract or delegate some or all of the performance of the Services but it will still continue to be responsible for the performance of the Services and its obligations under these Terms and the Confirmation Email.
- 3.7 During the provision of the Services to you by the Provider, the Provider and 1st Online shall each maintain in force, with a reputable insurance company:
- 3.7.1 public liability insurance in an amount not less than £1,000,000; and
 - 3.7.2 employer's liability insurance (if applicable) in an amount not less than £5,000,000.

4. YOUR OBLIGATIONS

- 4.1 You will provide, on request, any information that the Provider reasonably requires to enable the Provider to provide the Services, for example, information relating to the size, measurements or layout of or access to your property. 1st Online will contact you about this. If any information you provide is incomplete or incorrect, the Provider may make an additional charge of a reasonable sum to cover any extra work that is required.
- 4.2 If the Services are cleaning services, you will provide a list of cleaning tasks you require to be carried out, either to 1st Online at the time of your initial booking enquiry or to the Provider on its arrival at your property. You will also provide full details of any items which require specialist or non-standard care or cleaning products at the time of the original booking enquiry. The Provider shall be under no obligation to provide such specialist or non-standard care or cleaning products unless expressly agreed at the time you make the booking.
- 4.3 Where performance of the Services requires access to your property, you will allow the Provider to gain access to your property at the agreed dates and times when the Provider will perform the Services. If keys are provided, they must open and close all locks without special effort or skill. If the property is protected by an alarm, you must provide full details of how to disable and reset it. You agree to notify 1st Online if you provide the Provider with keys to your property. If you require the return of any keys on completion or cancellation of the Services, you must give reasonable notice of this request to 1st Online or the Provider prior to completion or cancellation. If you fail to give such notice, you agree either to collect the keys from 1st Online's office or to make arrangements with 1st Online for the return of the keys by unregistered first class post, in which case you agree to pay a fee of £10 to cover postage and administration.

- 4.4 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 Provider to use your toilet and washing facilities.
- 4.5 You will be responsible (at your own cost) for obtaining all necessary planning, landlord or other consents, permissions and approvals before the Provider starts performing the Services and shall provide a copy to the Provider if reasonably requested to do so.
- 4.6 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 Provider will be performing the Services by the date or time when the Provider is due to start performing the Services.
- 4.7 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 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.
- 4.8 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 Provider's vehicles within close proximity to the property and for paying any congestion charge payable by the Provider in connection with the provision of the Services to you.
- 4.9 Where the provision of the Services cannot be completed in a single day, you will allow the Provider to leave its tools and any Materials at your property overnight or at any other times when it is not performing the Services.
- 4.10 You will be responsible (at your own cost) for providing the Customer Equipment and ensuring that it is safe and in good working order.
- 4.11 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 Provider if reasonably requested to do so.
- 4.12 If you do not fulfil your obligations under this clause , the Provider may be prevented from performing the Services. If so, such failure will constitute an Event Outside the Provider's Control and entitle the Provider to suspend the Services in accordance with clause or cancel them in accordance with clause . If the Provider is prevented from performing the Services at the time agreed or at all as a result of your failure to fulfil your obligations under this clause , you agree to pay the Cancellation Charge (unless you are a consumer and choose to exercise your right to cancel the contract within the cooling off period under clause).

5. **SITE VISITS**

- 5.1 Some of the services the Provider offers may require a site visit to be carried out prior to the provision of such services. Services which require a site visit include removal services, landscaping and gardening services and waste collection services, but a site visit may also be necessary for other services depending on the information you provide at the time of making a booking.

5.2 If such a site visit is required, 1st Online will let you know when you make a booking and will arrange a mutually convenient time for the Provider to visit your property or other location where the Services are to be performed.

5.3 If a site visit is required, the sum of £10 will be payable at the time of making the booking to cover the Provider's expenses of carrying out the site visit. This sum is non-refundable but may be credited against the cost of the Services (at the Provider's sole discretion).

6. **CHANGES TO THESE TERMS**

6.1 These Terms may be amended from time to time where necessary to:

6.1.1 reflect changes in how the Provider accepts payment from you;

6.1.2 correct an obvious error;

6.1.3 reflect changes in rates and/or prices as permitted by clause ; and

6.1.4 comply with changes in relevant laws and regulatory requirements.

6.2 If these Terms need to be amended under clause , 1st Online 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 .

6.3 You may make a change to the Services no later than 48 hours before the start date for the Services by contacting 1st Online. Where this means a change in the total price of the Services, 1st Online will notify you of the amended price in writing. You can choose to cancel the Services in accordance with clause in these circumstances. If you change the date the cleaning services are to be performed without giving 48 hours' notice, this will be treated as a cancellation and in these circumstances you agree to pay the Cancellation Charge (unless you are a consumer and choose to exercise your right to cancel the contract within the cooling off period under clause). If your change is a reduction in the amount of time a cleaner is required to spend at your property, you agree to pay the original price specified in the Confirmation Email if you do not give at least 48 hours' notice of the change (unless you are a consumer and choose to exercise your right to cancel the contract within the cooling off period under clause).

6.4 If you wish to cancel the Services before the Services have been performed, please see your right to do so in clause .

6.5 Except as set out in this clause , no change to these Terms shall be effective unless it is in agreed in writing in advance.

7. **IF THERE IS A PROBLEM WITH THE SERVICES**

7.1 In the unlikely event that the Services have not been provided in accordance with these Terms and the Confirmation Email:

7.1.1 please contact 1st Online and explain the problem as soon as reasonably possible;

7.1.2 please give 1st Online a reasonable opportunity to investigate the problem and, if the Provider was at fault, arrange for the Provider to correct the problem or repair or fix any defect; and

7.1.3 the Provider will use every effort to correct problems or repair or fix defects as soon as reasonably practicable if such problems or defects are found to have been caused by the Provider.

You will not have to pay for the Provider to correct problems or repair or fix a defect with the Services under this clause .

7.2 For the avoidance of doubt, the Provider shall have no responsibility or liability under clause in relation to any of the following:

7.2.1 disruption to the Services or damage to your property or belongings caused by third parties who are present on site during the performance of the Services by the Provider;

7.2.2 damage to items which require specialist or non-standard care or cleaning products where the Provider's attention has not be specifically drawn to such requirements;

7.2.3 pre-existing damage, defects or faults in your property, its contents or your belongings;

7.2.4 stains, burns, ingrained dirt and other marks which cannot be removed with industry standard cleaning methods and materials;

7.2.5 shrinkage of carpets where such shrinkage is caused by the poor fitting of such carpets;

7.2.6 your failure to allow carpets to dry adequately before replacing furniture;

7.2.7 wear or discolouration of fabric which becomes more apparent as a result of cleaning;

7.2.8 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 Provider in the performance of the Services;

7.2.9 non-completion of any tasks not specifically set out in the Confirmation Email or otherwise notified to 1st Online by you in writing, and accepted by 1st Online in writing, prior to the start of the Services;

7.2.10 the Provider's failure to complete all or part of the Services where such failure is caused by your failure to provide adequate supplies of the Customer Equipment;

7.2.11 the quality of "end of tenancy" or "after builders" cleaning services where such services are carried out by the Provider whilst the property is still occupied by tenants, builders or other third parties.

7.3 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 Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8. MATERIALS

- 8.1 At the time the 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:
- 8.1.1 the need for the particular Materials may only be revealed when the Provider starts performing the Services; or
 - 8.1.2 the condition of an item or the area which is the subject of the Services may only become apparent when the Provider starts performing the Services and it was not reasonably possible to establish it until that point.
- 8.2 In such cases the Provider may need to purchase Materials. If the Materials are available from a local supplier then the Provider will travel to the supplier and purchase the Materials and return to continue performing the Services. The Provider normally charges for the travel time at its normal charging rate. The Provider will seek your prior consent if the travel time is likely to be more than an hour.
- 8.3 If the Materials are not available from a local supplier, the Provider normally orders the Materials and returns on another occasion to continue to perform the Services. The Provider will not charge you for any time spent in obtaining Materials if it has bought or ordered the wrong Materials. In such circumstances it will normally charge for the time spent in making telephone calls to suppliers or its office to locate the required Materials.
- 8.4 Where the Provider needs to buy Materials in order to perform the Services, you will pay for them in accordance with the payment terms set out in the Confirmation Email. If the Provider needs to purchase additional materials which are not already set out in the Confirmation Email, it will either require you to pay for them at the time it needs to buy them or, at its option, arrange for 1st Online to invoice you for the additional materials, in which case payment will be due within seven days of the date of the invoice. Until the Materials have been paid for in full, the Provider shall own the Materials.
- 8.5 Where the Provider purchases Materials, you will examine them as soon as you reasonably can after delivery and/or installation.
- 8.6 Some materials, when they are manufactured or made, have inherent imperfections or variations. The Provider will not be in breach of its obligations to provide you with goods which are of satisfactory quality, or comply with any description or that are fit for their purpose where there is an inherent imperfection or variation caused by or due to their making or manufacture or construction.
- 8.7 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.
- 8.8 If you wish to supply any materials or goods, then the 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.
- 8.9 If you have any particular or special purpose for, or for the use of, the Materials please let the Provider know before it starts using the Materials. Preferably you should let the Provider know about such purpose in writing.

8.10 If the amount of Materials the Provider uses is less than the amount originally specified, on completion of the Services the Provider will leave the excess Materials at the property. If you wish the Provider to remove these excess Materials please let the Provider know. The Provider will need at least two Working Days before the date of the completion of the Services if the Provider is to remove them.

9. PRICE AND PAYMENT

9.1 The price for the Services (and any Provider Equipment) will be set out in the Confirmation Email. The price for the Services will be calculated according to the amount of time that the Provider will need to spend in performing the Services. The Provider charges for each period and/or part period of 60 minutes spent in providing the Services. The rates for performing the Services will be as set out in the Confirmation Email. Please note that unless expressly stated otherwise, the price stated shall be an estimate and not a quotation.

9.2 The price for any Materials will be as set out in the Confirmation Email or as notified to you in accordance with clause .

9.3 All payments to be made by cheque, credit/debit card, standing order and bank transfer shall be paid by you to 1st Online and received by 1st Online on behalf of the Provider. Standing orders must be set up at least three days prior to the start of the Services and you agree to notify 1st Online when the standing order is in place.

9.4 All payments to be made in cash shall be paid by you to the Provider directly on completion of the Services. If it is agreed that you will be paying by cash 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 Provider, you shall provide 1st Online with full details of where and from whom the payment may be collected prior to the commencement of the Services.

9.5 There can be times when the Provider may need to charge you a higher amount than stated in the Confirmation Email. This can occur for a number of reasons, in particular where:

9.5.1 what you require the Provider to do changes, or the amount of work or Services you require the Provider to provide increases or is different to what was agreed before the Provider started performing the Services; or

9.5.2 when the Provider starts performing the Services it becomes apparent that the amount of Services the Provider will need to perform or the type of work that is involved is different to what was agreed before the Provider started performing the Services and which the Provider could not reasonably have foreseen before the Provider started performing the Services.

9.6 Where the amount of work involved is greater than that stated in the Confirmation Email (as set out in clause) then the following will happen:

9.6.1 if the amount of extra time the Provider needs to spend to finish performing the Services will mean that the extra amount payable by you will not exceed 5% of the amount stated in the Confirmation Email, then the Provider will carry on providing and completing the Services without contacting you and obtaining your agreement; or

- 9.6.2 otherwise the Provider will not continue performing the Services and the Provider will seek your approval to the extra amount that you will need to pay, unless:
- 9.6.2.1 it is not possible to contact you within a reasonable time; or
 - 9.6.2.2 it is not safe not to carry out and finish performing the Services (for example, your goods or property may be left in a dangerous condition or unprotected from theft if the Services are not completed).
- 9.7 The rates and/or prices may change at any time, but such changes shall only affect the price of the Services as set out in clause .
- 9.8 The rates and/or the prices of the Services may be adjusted at any time to reflect increases or decreases in the Provider's costs, including the cost of raw materials, and increases in the Consumer Price Index during the previous year. 1st Online shall give you prior notice in writing of proposed changes. 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.
- 9.9 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 Confirmation Email and the date of performance of the Services, the rate of VAT that you pay will be adjusted, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 9.10 1st Online may ask you to make an advance payment of the price of the Services and, if applicable, the Provider Equipment and/or any Materials at the time that you make the initial booking enquiry. If an advance payment is required, you must make such payment in accordance with the terms specified in the Confirmation Email which will specify the sum due, the required method of payment and the deadline for payment. Your rights to a refund of any advance payment on cancellation are set out in clause .
- 9.11 The Provider will invoice you for the balance of the Services and, if applicable, the Provider Equipment and/or Materials (or the balances thereof, as the case may be) on or at any time after the date on which the Provider has performed the Services. You must pay each invoice in cleared funds by the due date specified in the Confirmation Email or the invoice, as applicable. Where the Confirmation Email and the invoice are silent as regards the due date for payment, payment shall be due within 21 days following the date of the invoice.
- 9.12 If you do not pay for the Services when you are supposed to as set out in clauses and, the Provider may suspend the Services with immediate effect until you have paid the outstanding amounts (except where you dispute an invoice under clause). 1st Online will contact you to tell you this. This does not affect the Provider's right to charge you interest under clause .
- 9.13 If you do not make any payment due by the due date for payment, the Provider may charge interest to you on the overdue amount from the due date for payment at either (i) the rate of 3% a year above the base lending rate of Barclays Bank Plc from time to time if you are a consumer, or (ii) at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 if you are not a consumer. 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 interest together with any overdue amount on demand.

- 9.14 If you do not make any payment by the due date for payment, you agree that the Provider may process the payment of the outstanding amount at any time on or after the due date using the bank card details you provided at the time of making the booking. Such payment may include any interest due under clause calculated up to and including the date of the payment.
- 9.15 However, if you dispute an invoice in good faith and contact 1st Online to let it know promptly after you have received an invoice that you dispute it, clauses and will not apply for the period of the dispute.
- 9.16 This clause shall survive termination or expiry of the contract.

10. THE PROVIDER'S LIABILITY TO CONSUMERS

- 10.1 This clause applies to you only if you are a consumer.
- 10.2 If the Provider fails to comply with these Terms, the 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 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 Provider's breach or if it was contemplated at the time the contract was entered into.
- 10.3 If the Provider is providing Services in your property, the Provider will make good any damage to your property caused by it in the course of installation or performance. However, the 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.
- 10.4 The Provider only supplies the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and the Provider has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.5 Subject to clause , the Provider's total financial liability to you in respect of all 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 the Provider by you under the contract in the 12 months preceding the date of any claim against the Provider by you.
- 10.6 The Provider does not exclude or limit in any way its liability for:
- 10.6.1 death or personal injury caused by its negligence or the negligence of its employees, agents, representatives or sub-contractors;
 - 10.6.2 fraud or fraudulent misrepresentation;
 - 10.6.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 10.6.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - 10.6.5 defective products under the Consumer Protection Act 1987.

10.7 This clause shall survive termination or expiry of the contract.

11. THE PROVIDER'S LIABILITY TO NON-CONSUMERS

11.1 This clause applies to you only if you are not a consumer.

11.2 Nothing in these Terms shall limit or exclude the Provider's liability for:

11.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents, representatives or sub-contractors;

11.2.2 fraud or fraudulent misrepresentation; or

11.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause :

11.3.1 the Provider shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business opportunity, loss of goodwill, or any indirect or consequential loss arising under or in connection with the contract; and

11.3.2 the Provider's total financial liability to you in respect of all other 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 the Provider by you under the contract in the 12 months preceding the date of any claim against the Provider by you.

11.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

11.5 This clause shall survive termination or expiry of the contract.

12. EVENTS OUTSIDE THE PROVIDER'S CONTROL

12.1 The 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 Provider's Control.

12.2 An Event Outside the 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 Provider's reasonable control:

12.2.1 where weather conditions make it impossible or unsafe for the Provider to perform any of the Services;

12.2.2 where the condition or state of your property makes it unsafe for the Provider to perform any of the Services;

12.2.3 where you have not fulfilled your obligations under clause , with the result that the Provider is unable to provide all or part of the Services at the agreed time or

at all. In this event, you agree to pay the Cancellation Charge (unless you are a consumer and choose to exercise your right to cancel the contract within the cooling off period under clause). Examples of where your failure to fulfil your obligations under clause may result in the Provider being unable to provide the Services include without limitation:

- 12.2.3.1 where the Provider is unable to gain access to your property at the dates and/or times agreed; and
 - 12.2.3.2 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;
 - 12.2.4 where the Provider encounters unforeseen technical problems or you make a change in the Services you wish the Provider to perform (and this results in, for example, the Provider having to do further work or wait for new or different Materials);
 - 12.2.5 where the 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;
 - 12.2.6 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);
 - 12.2.7 where the Provider has to wait for other providers of services (who have been engaged by you) to complete their work before the 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);
 - 12.2.8 for some other unforeseen or unavoidable event or situation which is beyond the 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.
- 12.3 Where one of these occurs the 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 Provider can start or continue performing the Services.
- 12.4 If an Event Outside the Provider's Control takes place that affects the performance of the Provider's obligations under these Terms:
- 12.4.1 1st Online will contact you as soon as reasonably possible to notify you; and
 - 12.4.2 the Provider's obligations under these Terms will be suspended and the time for performance of the Provider's obligations will be extended for the duration of the

Event Outside the Provider's Control. Where the Event Outside the Provider's Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside the Provider's Control is over.

- 12.5 You may cancel the Services if an Event Outside the Provider's Control takes place and you no longer wish the Provider to provide the Services. Please see your cancellation rights under clause . The Provider will only cancel the contract if the Event Outside the Provider's Control continues for longer than four weeks in accordance with its cancellation rights in clause.

13. **YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 13.1 If you are a consumer, you have a legal right to cancel a contract under the Consumer Protection (Distance Selling) Regulations 2000 during a specified cooling off period. Your cooling off period starts on the day your contract with the Provider was formed (see clause above) and continues for a period of seven Working Days starting on the day after that day. This means that during the cooling off period if you change your mind or for any other reason you decide you do not want the Provider to provide the Services, you can notify 1st Online of your decision to cancel the contract and you will then receive a full refund of any advance payments you have made and you will not have to pay any other sums or the Cancellation Charge. To cancel the contract, please contact 1st Online by email, letter or telephone using the contact details in the Confirmation Email. Your cancellation is effective from the date you sent the email, posted the letter or made the telephone call. Any refund due to you will be refunded within 30 days. Advice about your legal right to cancel the contract under the above regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 13.2 You acknowledge and agree that the right to cancel the contract under the Consumer Protection (Distance Selling) Regulations 2000, as described in clause above, will not apply to you if you book the Provider to start performing the Services during the cooling off period and the Provider does start to perform the Services during the cooling off period.

- 13.3 If you are not a consumer, or you are a consumer and the cooling off period referred to in clause has expired or clause applies to you, the remaining provisions of this clause will apply to you if you cancel the contract with the Provider:

- 13.3.1 Before the Provider begins to provide the Services, you have the following rights to cancel the Services (including where you choose to cancel because the Provider is affected by an Event Outside the Provider's Control or if the Terms are changed under clause to your material disadvantage):

13.3.1.1 You may cancel the Services without charge up to 48 hours before the start date for the Services by contacting 1st Online. 1st Online will confirm your cancellation in writing to you. If you do not give at least 48 hours' notice of cancellation, you agree to pay the Cancellation Charge.

13.3.1.2 If you cancel the Services under clause and you have made any payment in advance for Services that have not been provided to you, these amounts will be refunded to you (less the Cancellation Charge, if applicable under clause).

13.3.1.3 However, if you cancel the Services under clause and the Provider has already started work in relation to the Services by that time,

you will pay the Provider any costs the Provider has reasonably incurred in starting to fulfil the Services (in addition to the Cancellation Charge, if applicable under clause), and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. 1st Online will tell you what these costs are when you contact it. However, where you have cancelled the Services because of the Provider's failure to comply with these Terms (except where the Provider has been affected by an Event Outside the Provider's Control), you do not have to make any payment to the Provider.

- 13.3.2 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 Provider has begun to provide the Services to you by providing 1st Online with written notice at least seven days' before the next date on which the Services are due to be provided. Any advance payment you have made for Services that have not been provided will be refunded to you, provided that if you give less than seven days' notice of cancellation, you agree to pay the Cancellation Charge.
- 13.3.3 In the case of Services which involve a one-off task to be carried out over more than one day (such as garden landscaping or decorating services), you may cancel the Services at any time after the Provider has begun to provide the Services to you by contacting 1st Online. Any advance payment you have made for Services that have not been provided will be refunded to you, but you will be required to pay for the Services provided up to the point when you cancelled the Services in addition to any sums payable in accordance with clause . The sums payable under this clause will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. 1st Online will tell you what these costs are when you contact it.
- 13.3.4 In all cases, once the Provider has begun to provide the Services to you, you may cancel the Services with immediate effect without charge by giving 1st Online written notice if:
 - 13.3.4.1 the Provider breaches any of the terms in these Terms in any material way and does not correct or fix the situation within seven days of you notifying 1st Online of the problem;
 - 13.3.4.2 the Terms are changed under clause to your material disadvantage;
 - 13.3.4.3 the Provider is affected by an Event Outside the Provider's Control.
- 13.3.5 If you cancel the Services and the Provider has already purchased or contractually committed to purchase any Materials, you will pay the Provider the cost of such Materials. On the Provider's receipt of payment, any such Materials which the 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. 1st Online will tell you what these costs are when

you contact it. However, where you have cancelled the Services because of the Provider's failure to comply with these Terms (except where the Provider has been affected by an Event Outside the Provider's Control), you do not have to make any payment to the Provider.

14. THE PROVIDER'S RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1 If the Provider has to cancel the Services before the Services start:

14.1.1 The Provider may have to cancel the Services before the start date for the Services, due to an Event Outside the Provider's Control or the unavailability of key personnel or key materials without which the Provider cannot provide the Services. 1st Online will promptly contact you if this happens.

14.1.2 If the Provider has to cancel the Services under clause and you have made any payment in advance for Services that have not been provided to you, these amounts will be refunded to you (if clause applies, the Cancellation Charge will be deducted from your refund unless you are a consumer and choose to exercise your right to cancel the contract within the cooling off period under clause).

14.1.3 Where the Provider has already started work in relation to the Services by the time the Provider has to cancel the Services under clause , the Provider will not charge you anything and you will not have to make any payment.

14.2 In the case of Services which are provided on a regular or periodic basis (such as weekly domestic cleaning or gardening), once the Provider has begun to provide the Services to you, the Provider may cancel the Services at any time by providing you with at least 30 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.

14.3 The Provider may cancel the Services at any time with immediate effect on written notice to you if:

14.3.1 you do not pay any sums due when you are supposed to as set out in clauses and . This does not affect the Provider's right to charge you interest under clause ; or

14.3.2 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.

14.4 If the Provider cancels the Services and it has already purchased or contractually committed to purchase any Materials, you will pay the 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. 1st Online will tell you what these costs are when you contact it.

15. THE PROVIDER'S EMPLOYEES, WORKERS, REPRESENTATIVES AND SUB-CONTRACTORS

15.1 For as long as the Services are being provided by the Provider and for a period of six months afterwards, you agree not to engage, or offer to engage, any of the Provider's employees, workers, representatives or sub-contractors to provide services to you of a kind similar to or the same as the Services.

15.2 If you breach clause , you agree that you shall pay to the Provider the sum of £500 as liquidated damages. You agree and accept that this sum represents a genuine pre-estimate of the Provider's loss arising from your breach.

15.3 Payment of the sum due under clause shall be payable to 1st Online on behalf of the Provider on demand. You agree that all or part of the sum due may be deducted from any monies 1st Online and/or the Provider may hold in relation to the provision of the Services.

15.4 This clause shall survive termination or expiry of the contract.

16. **HOW TO CONTACT 1ST ONLINE**

16.1 If you have any questions or if you have any complaints, please contact 1st Online. You can contact 1st Online by telephoning or emailing 1st Online's customer service team using the telephone number or email address set out in the Confirmation Email.

16.2 If you wish to contact 1st Online in writing, or if any clause in these Terms requires you to give notice in writing (for example, to cancel the Services), you can send this to 1st Online by e-mail, by hand, or by post to the postal address or email address set out in the Confirmation Email. 1st Online will confirm receipt of this by contacting you in writing. If 1st Online has to contact you or give you notice in writing on the Provider's behalf, it will do so by e-mail, by hand, or by pre-paid post to the address you provide at the time of making your booking.

17. **HOW YOUR PERSONAL INFORMATION MAY BE USED**

17.1 In this clause "data controller", "data processor" and "personal data" shall have the same meanings as set out in the Data Protection Act 1998. For the purposes of the Data Protection Act 1998, 1st Online is the data controller and the Provider is a data processor.

17.2 1st Online and the Provider will use the personal data you provide to:

17.2.1 arrange the Services;

17.2.2 provide the Services; and

17.2.3 process your payment for such Services.

17.3 You agree that 1st Online may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

17.4 Your personal data will not be passed to any other third party.

18. **OTHER IMPORTANT TERMS**

18.1 The Provider may transfer its rights and obligations under these Terms to another organisation, and 1st Online will always notify you in writing if this happens, but this will not affect your rights or the Provider's obligations under these Terms.

18.2 This contract is between you and the Provider. Other than 1st Online, no other third party shall have any rights to enforce any of its terms.

18.3 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.

- 18.4 If the Provider fails to insist that you perform any of your obligations under these Terms, or if the 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 Provider does waive a default by you, it will only do so by written notice sent to you by 1st Online, and that will not mean that it will automatically waive any later default by you.
- 18.5 These Terms are governed by English law. You and the 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.
- 18.6 When the words "writing" or "written" are used in these Terms, such references will include e-mail unless stated otherwise.
- 18.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 18.8 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.