

## **OUR TERMS**

### **1. THESE TERMS**

- 1.1 These are the terms and conditions on which we supply products to you, whether these are goods or services.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### **2. INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1 We are A Chimney Sweep a company registered in England and Wales. Our company registration number is 10100630 and our registered office is at 14 Sycamore Road, Stone, Staffordshire, ST158NJ.
- 2.2 You can contact us by telephoning our consumer service team at 08007720192 or by writing to us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) or 14 Sycamore Road, Stone, Staffordshire, ST158NJ.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 When we use the words "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

- 3.1 Our acceptance of your order will take place when we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Our website is solely for the promotion of our services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

### **4. OUR PRODUCTS**

- 4.1 If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information by contacting us.

## **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

## **6. OUR RIGHTS TO MAKE CHANGES**

- 6.1 We may change the service or product to reflect changes in relevant laws and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 6.2 In addition, we may make changes to these terms, the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

## **7. PROVIDING THE PRODUCTS**

- 7.1 The costs of delivery will be as set notified to you in before you place your order.
- 7.2 During the order process we will let you know when we will provide the products to you.
- (a) If the products are goods we will deliver them to you as soon as reasonably possible. We will contact you with an estimated delivery date.
  - (b) If the products are one-off services we will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process or we end the contract by written notice to you as described in clause 10.
- 7.3 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 If you have asked to collect the products from our premises, you can collect them from us by prior arrangement.
- 7.5 If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.6 You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods;

- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.7 If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *clause 7.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.8 If you do choose to treat the contract as at an end for late delivery under *clause 7.6* or *clause 7.7*, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 08007720192 or email us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) for a return label or to arrange collection.

7.9 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.10 You own a product which is goods once we have received payment in full.

7.11 We may need certain information from you so that we can supply the products to you. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and *clause 10.2* will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.12 We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see *clause 6*).
- (d) Allow for additional time due to additional work (see *clause 7.11*)

7.13 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 1 month you may contact us to end the contract for a product and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.14 If you do not pay us for the products when you are supposed to (see *clause 12.3*) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding

amounts. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.4).

## **8. YOUR RIGHTS TO END THE CONTRACT**

- 8.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see *clause 11*;
  - (b) If you want to end the contract because of something we have done or have told you we are going to do, see *clause 8.2*;
  - (c) If you have just changed your mind about the product, see *clause 8.3*. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
  - (d) In all other cases (if we are not at fault and there is no right to change your mind), see *clause 8.6*.
- 8.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see *clause 6.2*);
  - (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
  - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 1 month; or
  - (e) you have a legal right to end the contract because of something we have done wrong.
- 8.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 You do not have a right to change your mind in respect of:
- (a) bespoke and custom made items;
  - (b) services, once these have been completed, even if the cancellation period is still running;
  - (c) any products which become mixed inseparably with other items after their delivery.
  - (d) you have agreed to the service being started within the 14 day cancellation period. You may still cancel the contract but we shall be entitled to payment.

- 8.5 How long you have to change your mind depends on what you have ordered and how it is delivered.
- (a) If you have bought services, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
  - (b) If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
    - (i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the goods.
    - (ii) Your goods are for regular delivery over a set period, you have until 14 days after the day you receive the first delivery of the goods.

8.6 Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

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

- 9.1 To end the contract with us, please let us know by doing one of the following:
- (a) **Phone or email.** Call customer services on 08007720192 or email us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - (b) **By post.** Simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at 14 Sycamore road, Stone, Staffordshire, ST52BN or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 08007720192 or email us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3 We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
  - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

- (c) if you are exercising your right to change your mind within the cooling off period.

In all other circumstances, you must pay the costs of return.

- 9.4 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.5 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6 If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.7 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
  - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## **10. OUR RIGHTS TO END THE CONTRACT**

- 10.1 We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
  - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
  - (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

- (e) if for Health and Safety or incomplete information reasons we are unable to deliver our service and an agreement cannot be made for the additional charges (see clause 7.11) a report will be issued detailing the reasons for non-completion and a “call out” fee will be charged.

10.2 If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may write to you to let you know that we are going to stop providing the product. We will let you know at least 2 weeks in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **11. IF THERE IS A PROBLEM WITH THE PRODUCT**

11.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 08007720192 or write to us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) or 14 Sycamore road, Stone, Staffordshire, ST52BN.

11.2 If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 08007720192 or email us at [info@achimneysweep.co.uk](mailto:info@achimneysweep.co.uk) for a return label or to arrange collection.

## **12. PRICE AND PAYMENT**

12.1 The price of the product will be the price set out in the Order or our acceptance of it. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.2 for what happens if we discover an error in the price of the product you order.

12.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.3 We accept payment with cash, cheque Visa or Mastercard. When you must pay depends on what product you are buying:

- (a) For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- (b) For **services**, you must make payment for the balance of the price of the services when we have completed them. You must pay each invoice within 1 calendar day after the date of the invoice.

12.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.5 If you think an invoice is wrong please contact us promptly to let us know.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.

13.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.4 If digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place minimum system requirements advised by us.

13.5 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

14.1 We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

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

**15. OTHER IMPORTANT TERMS**

- 15.1 We may transfer our rights and obligations under these terms to another organisation.
- 15.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to Dispute Resolution Ombudsman via their website at [www.disputeresolutionombudsman.org](http://www.disputeresolutionombudsman.org). Dispute Resolution Ombudsman will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

