

## Terms and conditions between David Ward t/a House Doctors and consumer for the provision of services

These terms and conditions form the basis on which we provide our services to you. Please read them carefully as they contain important information.

### General terms and conditions

This business and website (thehousedoctors.com) is owned and operated by David Ward t/a House Doctors of 21 Cleeve Drive, Cleeve, Bristol, BS49 4NW. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at housedoctors001@gmail.com or 01934 838416.

#### **1. The contract between us**

We must receive payment of the whole of the price for the services that you order immediately upon completion of the service. Your verbal or written instruction to us, to provide our services represents an offer on your part to purchase the services, which will be accepted by us and where possible, you should provide confirmation by email.

#### **2. Availability**

The services will be provided within an agreed timescale, and time is not of the essence of the contract.

#### **3. Price**

The prices payable for services that you order are as set out either in writing or verbally. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. The price may increase due to unanticipated issues that arise, while the work progresses. You'll be kept informed.

#### **4. Payment terms**

We will take payment as a deposit (If required) or upon completion from your credit (2% charge) or debit card or direct bank transfer. We accept no liability if our services are delayed because you did not give us the correct payment details.

#### **5. Cancellation rights**

5.1 Where you are a consumer as defined in ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you have the legal right to cancel your order up to 14 calendar days after the day on which the contract is entered into (the Cancellation Period). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty (unless we have begun the services or goods procurement within the Cancellation Period)

5.2 In accordance with ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134*** you cannot cancel your contract if the services you have ordered are.....*urgent repairs or maintenance where you have specifically requested a visit.*

5.3 Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us in writing by any durable medium (for example letter sent by post or e-mail).

5.4 If you require us to begin the services within the Cancellation Period we require you to make an express request to do so. In such cases, your right to cancel continues until either the end of the Cancellation Period, or the completion of the services, whichever is the earlier. If you cancel during the Cancellation Period we may charge you for any services provided up until the point when we receive your cancellation notice, and will require a partial and proportionate payment accordingly. Your right to cancel the services will no longer apply once the services have been fully performed.

#### **6. Cancellation by us**

6.1 We reserve the right not to process your order if:

6.1.1 We have insufficient staff or resources to deliver the services you have ordered;

6.1.2 One or more of the services you ordered was listed at an incorrect price due to a typographical error.

6.2 If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days, less any amount needed to cover costs incurred to that time.

#### **7. Liability**

7.1 We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We require the opportunity to correct/repair any defect in our work or damage caused as a consequence thereof, at our discretion. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

7.2 Double Glazing. Owing to its fragility and sometimes poor installation, House Doctors shall not be responsible to cover any cost to replace glass, that is damaged during the course of diagnostic or repair work to an existing installation. (This does not apply when we are replacing the glass as part of the contract) The same exclusion applies to Upvc profiles that can split, as a result of having become brittle.

#### **8. Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address, or housedoctors001@gmail.com

#### **9. Changes to legal notices**

we reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

#### **10. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### **11. Third party rights**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

#### **12. Order Specification**

Every effort will be made to ensure that the specification/Measurements taken at the time of surveying the work are accurate. However you are required to check the details shown on the order form. The goods will be supplied as detailed. You must be satisfied that the details are correct as 'House Doctors' will not be responsible for the cost to remedy any errors.

#### **13. Product Guarantees**

The guarantee provides for the replacement of failed goods only. If due to faulty product, a valid claim is made during the guarantee period, the manufacturer will be responsible to provide a replacement. However you (the customer) are required to pay any labour or other cost.

#### **14. Dispute Resolution**

Where we cannot resolve any complaint using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 241 3209 or visit their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

#### **15. Waste**

We make no provision for the disposal of waste, resulting from our work. You will need to make arrangements yourself, to do so.

### **CANCELLATION FORM**

To: House Doctors. 21 Cleeve Drive, Cleeve, Bristol, BS49 4NW. housedoctors001@gmail.com (If emailing, provide the information below)

I/We\* hereby give you notice that I/We\* cancel my/our\* contract for the sale of the following goods\*/for the supply of the following services\*:

Ordered on\*/Received on\*:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

\*Delete as appropriate