



Terms of Business
(rev2)

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Services Offered to
Consumers

Azurevac - Terms of Business for Services to Consumers

These terms of business apply to Services provided by Richard Harris trading as Azurevac addressed at 22 Chamomile Close Red Lodge Bury St Edmunds Suffolk IP28 8XY (hereinafter Azurevac, We, Us) and come into effect on the effective date and continue until the completion of the services and payment in full by the customer.

1. Definitions

Effective date means the date on which this agreement comes into force, being the date of the Azurevac written confirmation of appointment to carry out the services customer/client means the person (as a consumer or a business) entering into this agreement as the recipient of the services or on behalf of the recipient of the services (hereinafter customer, you, your) The service(s) means the gutter clearing, monitoring, reporting and associated activities provided by Azurevac at the nominated premises of the customer, service date, the date arranged with the customer for Azurevac to perform the services, technician or agent means the person(s) appointed by Azurevac to deliver the service(s)

2. The Service

Azurevac provides a service (the Service) to consumers at domestic premises and businesses at business premises. The service will include clearing of gutters and reporting on observations regarding the general serviceability of gutter system but does not include the repair or replacement on any parts.

3. Booking the Service

3.1 Bookings may be made by email at quote@azurevac.co.uk, our online booking system at http://azurevac.co.uk/book_online.html or by telephone on 01638 311401 / 07885 753522.

3.2 Azurevac will provide the customer with written confirmation (by email) of the appointment date, including the proposed service fee, and any special instructions. A link to our terms of business with notification of your rights as a consumer. The date of this confirmation is the effective date of your agreement with Azurevac.

3.3 Requests to cancel your appointment or to change the appointment must be made no later than 24 hours prior to the appointment time. Azurevac will use reasonable endeavours to meet a alternate date but this will be subject to the availability.

3.4 Cancellation requests made with less than 24 hours notification of the timed appointment will subject to a late cancellation fee of 50% of the service fee.

3.5 On occasions Azurevac may use a network of local agents to provide the service. In such cases an introduction is made and the local agent becomes the main contractor. As such the consumer/business contract is between the customer and the contractor.

4. Azurevac Obligations

4.1 Azurevac warrants to provide technicians qualified and trained and to complete the service in a professional manner.

4.2 Azurevac agrees to use all reasonable endeavours to be available promptly on the appointed date and time.

4.3 Azurevac undertakes to complete the service in full but reserves the right to cease operations:

4.3.1 if in the sole opinion of Azurevac it is considered unsafe to personnel, equipment or to the integrity of the property concerned to continue with the services

4.3.2 In the event that full site access has not been provided by the customer.

5. Customer Obligations

5.1 The customer confirms that they are aged 18 years or over and are legally competent to enter into this agreement be it on behalf of the property owner, business or otherwise.

5.2 The Customer agrees to provide safe entry to and around the property and safe access to all areas of guttering to be cleared.

5.3 The customer warrants that to the best of their knowledge the guttering system, other than requiring the clearance of accumulated debris, is in a good state of repair and free from defects that may be prone to damage from the cleaning process such as broken components and deteriorated fittings or fascia boards.

5.4 Where services are performed under a discount for a group of customers it is expressly understood that each customer in that group shall remain individually responsible under this agreement in respect of their own property and the work to be performed therein.

6. Service Fee and Payment

6.1 The service fee including any promotional discount will be advised in writing in accordance with clause 3.2.

6.2 The Service fee will be held firm for the duration of this agreement.

6.3 In the event that the services cannot be completed due to the reasons stated in 4.3.1 or 4.3.2 Azurevac will use reasonable judgement to amend the service fee but retains the right to apply the service fee in full if the conditions preventing completion present a delay to otherwise normal progress.

6.4 On completion of the service Azurevac will issue an invoice for the services employed. Payment is due within 7 days from the issue date of the invoice. Full payment should be made by cheque or electronic bank transfer. For more information please follow payment terms on the invoice issued by Azurevac.

6.5 Where services are performed under a discount for a group of customers Azurevac shall issue a single invoice for the total of the group work to a party nominated in writing by the group. The nominated party will thereafter be responsible to Azurevac for settlement of the invoice.

6.6 Azurevac reserves the right to charge interest on payments more than 14 days overdue such interest to be calculated at a rate of 5% over the standard Bank of England base rate. Compounded monthly and backdated to the original invoice date.

7. Your Right to Cancel

7.1 In accordance with the UK Consumer Protection (Distance Selling) Regulations 2000 a private consumer has the right to cancel this agreement within a period of seven days from the booking date (the Right to Cancel Period); such cancellation must be made in writing. In the event that you do cancel and have already made a payment then any fees paid will be returned to you within 30 days.

7.2 If at your sole option you request and accept a service date which falls before the end of the seven day Right to Cancel period then you will be deemed to have voluntarily accepted a Right to Cancel period reduced from seven days to the actual period between the effective date and the service date. In this event you still retain the Right to Cancel up to 24 hours prior to the service time as set out in clause 3.3.

8. Data Protection

Azurevac undertakes to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as they relate to the provisions and obligations of this agreement.

9. Limitation of Liability

9.1 Nothing in the agreement shall exclude or limit the liability of Azurevac for personal injury or death resulting from its negligence.

9.2 Subject to Clause 9.1 Azurevac shall not be liable to the customer for any loss not directly attributable to the performance or contemplated performance of this agreement. In any case the maximum aggregate liability of Azurevac for any cause whatsoever shall be limited to the value of the service fee and subject to the customer's obligations in clauses 5.2, 5.3 and 5.4 solely to the direct cost of repair or reinstatement of damage caused directly by Azurevac.

10. Your Rights as a Consumer

Nothing in this agreement shall limit the statutory rights of the customer as a consumer as set out in applicable consumer protection legislation.

11. Force Majeure

Neither party shall be liable to the other for a delay or a failure to perform its obligations under this agreement resulting from war, armed conflict, civil disturbance, act of God, fire, explosion, accident, flood, industrial dispute, or other cause beyond the reasonable control of the party concerned.

12. Severability

If any term of this agreement is declared void or illegal, it shall be deleted and the remainder of this Agreement shall continue in force, with the substitution of legal terms that approximate as closely as is legitimate to the terms declared void or illegal.

13. Third Party Rights

A person who is not a party to this Agreement shall have no right under the contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

14. Amendment

Azurevac reserves the right to amend this agreement and any such amendments will be advised to the customer in writing prior to the commencement of the Services.

15. Governing Law

This Agreement and all matters relating to it shall in all respects be governed by and construed in accordance with the laws of England and the parties irrevocably agree that the English courts have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.