

Conditions for the Supply of Services (Consumer)

These Conditions only apply to our contracts with consumers. If you are buying services from us as part of your trade or business our Conditions for the Supply of Services (Business) will apply to our relationship with you.

This document contains important legal information about the relationship between you and us, including details about:

- how you enter a legally binding agreement to buy services from us and how you can cancel (clause 2);
- how we will provide services to you (clause 3);
- what you must do to enable us to provide services to you (clause 4);
- the quality of the services we will provide to you (clause 5);
- what happens if we fail to provide the services (clause 6);
- how and when you must pay us for the services, and what we can do if you don't pay us (clause 7);
- what happens if there is a breach of this Contract and limits that apply to liability under this Contract (clause 8);
- what happens if events outside our control stop us providing the services (clause 9);
- how this contract can change and your rights if it does (clause 10);
- how this contract can come to an end before we have provided the services (clause 11); and
- some standard legal provisions that apply to our relationship with you (clause 12).

Please ensure that you read and understand these Conditions before you sign or accept our Quotation/Estimate for Works, because you will be bound by these Conditions once a legally binding contract comes into existence between us, as described in clause 2.

If there are any parts of these Conditions or any Quotation/Estimate for Works you do not understand (whether we provide our Quotation/Estimate for Works in writing, orally or by e-mail), please let us know. If you are unsure about agreeing with anything in these Conditions or the Quotation/Estimate for Works you should take advice from an independent lawyer. You can also get advice on your rights from your local Citizens' Advice Bureau or Trading Standards office.

1. Introduction

1.1. The parties:

The Service covered by these Conditions is provided to you by The Plastic Surgeon Limited, a company registered in England with company number 03718897 whose registered address is: Blue Waters House, Pottery Road, Bovey Tracey, Devon TQ13 9DS.

In this Agreement, when we say "Plastic Surgeon", "we", "our" or "us" we mean The Plastic Surgeon Limited. When we say "you" or "your" we mean you, our Client.

1.2. Definitions: These Conditions contain words that start with a capital letter and have a defined meaning, e.g. "Conditions". We set out below what these defined words mean.

"CHARGES" means our charges for providing the Service, as identified in the Quotation for Works;

"CLIENT" means you, the person identified as our Client in the Quotation for Works;

"CONDITIONS" means these Conditions for the Supply of Services (Consumer);

"CONTRACT" means the contract between you and us for the provision of the Service, being these Conditions and the Order Acceptance together (and any changes to them);

"ORDER" means your offer to us to purchase the Service, as identified by your signature of a written Quotation for Works or oral or e-mailed approval of a Quotation for Works provided over the telephone or by e-mail;

"ORDER ACCEPTANCE" means our counter-signature of a written Quotation for Works signed by you or our confirmation (whether oral, e-mailed or written) that we accept your Order following your oral or e-mailed approval of a Quotation for Works provided over the telephone or by e-mail;

"QUOTATION/ESTIMATE FOR WORKS" means our quotation for providing the Service to you whether

provided orally over the telephone, by e-mail or on our written 'Quotation/Estimate for Works' form, detailing the specific services that we will perform for you and other relevant information;

"SERVICE" means the services we will provide to you, as identified in the Quotation/Estimate for Works;

"WORKING DAY" any day other than a Saturday, Sunday, bank holiday or public holiday.

2. Our Agreement

- 2.1. We intend that these Conditions and our Order Acceptance will be the whole agreement between you and us.
- 2.2. If you have had spoken discussions with us or received written communications from us and you think those discussions or communications should be included in these Conditions or the Order Acceptance you should tell us.
- 2.3. If you think there is a mistake in these Conditions or our Order Acceptance, please make sure that you ask us to confirm any changes by amending these Conditions or our Order Acceptance, as we only accept responsibility for statements and representations made in these Conditions and our Order Acceptance.
- 2.4. Sometimes we provide samples, drawings, brochures, descriptive matter or advertising to make it easier for customers to understand the services we provide. We provide those materials only to help give an approximate idea of our services. We do not intend (unless we say so in our Quotation for Works) that the services we provide to you will be the same as the services described in those materials.
- 2.5. When you sign the written Quotation for Works or orally approve a Quotation for Works provided over the telephone you make an offer to us to buy the Service from us (your Order). A legally binding agreement between us will only come into force when we provide you with an Order Acceptance. The date when we provide you with the Order Acceptance is the date a legally binding agreement between us comes into force.
- 2.6. If you tell us in writing you want to cancel an Order before a legally binding agreement between us has come into force or after a legally binding agreement between us has come into force but at least 1 (one) Working Day before we start to work on your Order you will not have to pay anything to us. This applies unless we have told you we are going to incur some cost specifically to provide the Service to you in the Quotation for Works, in which case you will have to reimburse us that cost.
- 2.7. If you tell us in writing you want to cancel an Order after a legally binding agreement between us has come into force through the issue of an Order Acceptance and less than 1 (one) Working Day before we start work you must pay us all of the costs we have reasonably incurred in fulfilling the Order. If you have already made any payment to us in excess of the costs and fee we will refund the difference to you.
- 2.8. Where your cancellation is due to our failure to comply with this Contract you will not have to pay anything to us for any part of the Contract we have not successfully fulfilled. If you have already made any payment to us in excess of the costs for the parts of the Contract we have fulfilled we will refund the difference to you.

3. How we provide the Service

- 3.1. We will provide the Service to you:
 - 3.1.1. in accordance with this Contract
 - 3.1.2. so that it conforms in all material respects with the description of the Service in the Quotation for Works;
 - 3.1.3. with reasonable care and skill;
 - 3.1.4. so that it is fit for any purpose we say it is fit for, or for any purpose for which you use the Service and about which you have informed us, or we could reasonably expect you to use the Service;
 - 3.1.5. so that it is free from material defects in design, material and workmanship; and
 - 3.1.6. in a way that complies with all relevant legal and regulatory requirements for supplying the Service in the United Kingdom.
- 3.2. Our duty in clause 3.1 is in addition to your legal rights in relation to a Service which is not carried out with reasonable skill and care or which otherwise does not conform with this Contract.
- 3.3. We only supply the Service for domestic and private use, and you agree not to use the Service for any commercial purpose.
- 3.4. We will use reasonable efforts to meet any date for finishing the Service given in the Quotation for Works, but unless the Quotation for Works says something different any date shall be an estimate only of the date by which we will have finished providing the Service. It will not be a breach of this Contract if we finish the Service later than any date given in the Quotation for Works, unless the Quotation for Works says otherwise. If we do not finish the Service within 30 (thirty) Working Days of an estimated date you may nominate a new date for us to finish the Service at least 10 (ten) Working Days from the date on which you nominate the new date. If we fail to finish the Service by that date we will be in breach of this Contract.

4. What you need to do

4.1. We may need some information and instructions from you to provide the Service. The requirement of some of that information and instruction may only become clear once we have started to provide the Service. We will tell you clearly in the Quotation for Works (or later if necessary) if we need you to provide us with any information or instructions to allow us to provide the Service. You must provide that information and those instructions to us at your own cost. You must make sure that any information and instructions you provide to us are complete and accurate and you must tell us if they are not. If you do not give us complete and accurate information and instructions we will let you know. If you still do not give us complete and accurate information and instructions within 5 Working Days of us letting you know, and that prevents us from providing the Service properly we may cancel your Order by giving you written notice in which case you will have to pay us all the costs we have reasonably incurred in fulfilling the Order, or we may make an additional charge of a reasonable sum to cover any extra work that is required as a result of the missing or incomplete information or instruction.

4.2. You must give us access to any of your premises and use of equipment and utilities (such as electricity and water) that is reasonably necessary for us to provide the Service. You must arrange access for us to any premises that are not yours and use of equipment and utilities at such premises, if we reasonably need such access and use to provide the Service. If you do not provide or arrange such access or use we will let you know. If you still do not provide or arrange such access or use within 5 Working Days of us letting you know and that prevents us from providing the Service properly we may cancel your Order by giving you written notice in which case you will have to pay us all the costs we have reasonably incurred in fulfilling the Order, or we may make an additional charge of a reasonable sum to cover any extra work that is required as a result of the unavailable access or use.

5. The quality of the service we provide

5.1. We warrant that the result of the Service we provide will be free from defects in material and workmanship for a period of 1 year from the date we finish providing the Service (the "1 year period"). There are some circumstances where this warranty will not apply. Those circumstances are where:

5.1.1. The defect arises because you fail to provide information or instructions we need to provide the Service or you provide information or instructions that are incomplete or inaccurate;

5.1.2. The defect arises because you fail to give us or arrange for us access to and/or use of premises, equipment and/or utilities that are reasonably necessary for us to provide the Service;

5.1.3. The defect arises from: (a) use of strong cleaners and or solutions on any material on which we provide the Service; (b) fair wear and tear; (c) wilful damage; (d) your negligence or the negligence of a third party; (e) abnormal working conditions; (f) failure to follow our instructions (whether oral or in writing); (g) misuse or alteration or repair of the Service without our approval; (h) heave, slip or settlement of any building or structure in which any material on which we provide the Service is incorporated.

5.1.4. You have not paid us our invoices in full.

6. What happens if we fail to provide the service properly

6.1. You should inspect the Service we have finished providing it. You must tell us promptly about any problem with the Service apparent when we finish providing the Service as soon as practicable after you have inspected it.

6.2. If a problem with the Service is not apparent when you inspect the finished Service you must tell us about it promptly after you become aware of it.

6.3. If you do not tell us promptly about a problem with the Service within the timeframes identified in clauses 6.1 and there is a the possibility that something could make the problem worse, which might mean it is not possible for us to fix it, or that any refund we give you is for less than it would otherwise have been.

6.4. If you tell us about any problem with the Service that arises in the 1 year period we will either:

6.4.1. Fix the problem free of charge or;

6.4.2. Refund you a reasonable proportion of the Charges you have paid taking account of all the circumstances.

6.5. This Contract will apply to any replacement Service we provide.

7. Charges

7.1. The Charges for the Service are set out in the Quotation for Works. All charges are inclusive of any Value Added Tax which you must pay at the applicable rate from time to time.

7.2. When you make your order, we will request your credit card details. These details are passed to your authorising bank in return for a secure passcode, this process is called Tokenisation. Tokenisation is the process of substituting a sensitive data element with a non-sensitive equivalent that has no extrinsic or exploitable meaning or value. Therefore we do not store any credit card details within our systems. When we have finished providing the service we can request payment from the authorising bank in return for the secure token.

- 7.3. If you do not have a credit card or if you refuse to provide us with your credit card details then we will not start to provide the service until we have received the estimated total cost for the service from you in cleared funds.
- 7.4. We price for the works to be carried out and to be completed, we do not align our pricing with time taken to complete the works. If there are any concerns over the repair when our employee turns up on site we will discuss this with you prior to starting the works. For example if a crack in a shower tray looks to be small on the photos provided and has been described as a small crack on validation we will price for that repair. If we turn up and the damage is significantly worse we will discuss any variance to our terms with you prior to starting works.
- 7.5. If you do not make any payment due to us by the due date for that payment, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Nat West Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date you actually pay us, whether before or after judgment. You must pay us interest together with the overdue amount.
- 7.6. If you do not pay us on time we may cancel or suspend our performance of the Service or any other outstanding Contract you have with us, until you have paid the outstanding amount. We may also take other action against you (such as suing you for payment) in addition to cancelling or suspending performance of the Service.
- 7.7. We reserve the right to revise the Charges in the light of any changes to the Service. We will inform you of any proposed changes in the Charges in writing. These changes will not be applied until you accept them in writing. We will not carry on with the Service until we have received your written acceptance of the revised Charges.

8. Limitation of Liability

- 8.1. If there is a failure by you or us to comply with this Contract, the person failing to comply with this Contract shall not be responsible for any losses that the other suffers as a result, except for those losses which the person failing to comply with this Contract could reasonably foresee would result from such failure.
- 8.2. This clause 8 does not exclude or limit in any way our liability for:
- 8.2.1. Death or personal injury caused by our negligence; or
 - 8.2.2. Fraud or fraudulent misrepresentation; or
 - 8.2.3. Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 8.2.4. Losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
 - 8.2.5. Any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 8.3. We will not be liable to you to the extent a problem with the Service results from something you have done or something you have failed to do where we have told you that you should do or should not do the relevant thing.

9. Events outside of our control

- 9.1. As long as we comply with the other obligations in this clause 9 we shall not be liable to you or be deemed to be in breach of this Contract by reason of any delay in performing, or any failure to perform, the Service, if the delay or failure was due to any cause beyond our reasonable control.
- 9.2. Events outside our control include any acts, events, non-occurrences, omissions or accidents beyond our reasonable control and include, without limitation, the following:
- 9.2.1. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - 9.2.2. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - 9.2.3. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - 9.2.4. Impossibility of the use of public or private telecommunications networks.
- 9.3. Our obligations under this Contract will be suspended for the period that the event outside our control continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the event outside our control to a close or to find a solution by which our obligations under this Contract can be performed despite the event outside our control.

10. Changes

- 10.1. We have the right to revise and amend this Contract from time to time to reflect changes in relevant laws, changes in regulatory requirements, changes in industry guidance and codes of practice designed to protect you, technical changes to the way we provide the Service (provided such technical changes do not significantly affect the value of the Service to you), and changes to correct typographical and/or administrative errors or omissions. We will give you prior notice of any changes to this Contract. You can choose to cancel your Order without additional cost before the new Contract affects you. If you choose to cancel your Order for this reason

you will have to pay all of the costs we have reasonably incurred in fulfilling your Order up until the cancellation.
If you have already made any payment to us in excess of the costs for the parts of the Contract we have fulfilled we will refund the difference to you.

10.2. If you or we want to amend this Contract for any reason other than a reason given in clause 10.1 then such amendment shall only be effective on written agreement.

11. Ending this Contract

11.1. You may terminate this Contract at any time for your convenience by giving not less than 30 days written notice to us. You will have to pay all of the costs we have reasonably incurred in fulfilling your Order up until the Contract terminates.

11.2. If you breach this Contract we may (without limiting any other right we have) terminate this Contract by giving you written notice. This right will only arise if you fail to put right the breach within 30 days of us asking you to do so.

11.3. If we breach this Contract you may (without limiting any other right you have) terminate this Contract by giving us written notice. This right will only arise if we fail to put right the breach within 30 days of you asking us to do so.

11.4. If you or we go into liquidation or become bankrupt, make a voluntary arrangement with creditors, have a receiver or administrator appointed, or cannot pay debts as they fall due, the other may terminate this Contract.

11.5. In addition, we may terminate this Contract:

11.5.1. By giving you 7 days' written notice if you have failed to make any agreed payments under this Contract and have failed to put right that failure within 7 days of receiving a written demand from us; or

11.5.2. By giving you 7 days' written notice if you fail to give us access to premises, equipment, personnel or other information required for us to perform the Service.

11.6. If you or we terminate this Contract before we have finished providing the Service you will have to pay all of the costs we have reasonably incurred in fulfilling your Order up until the Contract terminates, unless you have terminated because of our breach.

12. General

12.1. If you or we give a cancellation notice or other notice that significantly affects the other's rights under this Contract it must be in writing and addressed to the other at the other's address shown on the Quotation for Works or subsequently notified to the party giving the notice. For other notices it is preferable that they are in writing.

12.2. If you or we fail or delay to exercise any rights under this Contract that shall not be deemed to mean you or we have given up that right. If you or we do give up a right under this Contract that shall not be deemed to mean you or we give up that right on future occasions that it arises.

12.3. If a court or other similar body decides a clause or sub-clause of this Contract is invalid or unenforceable in whole or in part, that will not mean the other provisions of this Contract and the remainder of the clause or subclause in question is also invalid or unenforceable.

12.4. English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

12.5. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act.