
STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Matthew James Worley, trading as **Southwater Repair Shop**, a Sole Trader, whose registered address is 54, Roman Lane, Southwater, RH13 9AG

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 3;
“Deposit”	means an advance payment made to Me under sub-Clause 5.5;
“Month”	means a calendar month;
“Price”	means the price payable for the Services;
“Services”	means the services which are to be provided by Me (i.e. repair of electronic household item) to you as specified in your Order (and confirmed in My Order Confirmation);
“Special Price”	means a special offer price payable for Services which I may offer from time to time;
“Order”	means your order for the Services as attached
“Order Confirmation”	means My acceptance and confirmation of your Order as described in Clause 3;
“I/Me/My”	means Matthew James Worley, trading as Southwater Repair Shop, a Sole Trader, whose registered address is 54, Roman Lane, Southwater, RH13 9AG

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, or other means.

2. Information About Me

2.1 Matthew James Worley, trading as Southwater Repair Shop, a Sole Trader, whose registered address is 54, Roman Lane, Southwater, RH13 9AG

3. **The Contract**

- 3.1 These Terms and Conditions govern the sale and provision of Services by Me and will form the basis of the Contract between Me and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Me for clarification.
- 3.2 Nothing provided by me including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that I may, at our discretion, accept.
- 3.3 A legally binding contract between Me and you will be created upon our acceptance of your Order, indicated by My Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 I shall ensure that the following information is given or made available to you prior to the formation of the Contract between Me and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Services;
 - 3.4.2 My identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
 - 3.4.3 The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) I undertake to perform the Services;
 - 3.4.5 My complaints handling policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees;
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

4. **Orders**

- 4.1 All Orders for Services made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before I begin providing the Services by contacting Me. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed, I will inform you of any change to the Price in writing.
- 4.4 You may cancel your Order within 1 day of placing it. If you have already made any payments to Me under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of My

acceptance of your cancellation. If you wish to cancel the Services after this time period, or once I have begun providing the Services, please refer to Clause 10.

- 4.5 I may cancel your Order at any time before I begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of My reasonable control. If such cancellation is necessary, I will inform you as soon as is reasonably possible. If you have made any payments to Me under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Me informing you of the cancellation. Cancellations will be confirmed in writing.

5. Price and Payment

- 5.1 The Price of the Services will be that shown in My [website](#) plus any additional materials in place at the time of your Order. You will be informed of any material/part expenditure, outside of hours spent, before they are purchased at which point you will have the option to decline the repair.
- 5.2 Where a fault has been diagnosed and you do not wish me to continue with the repair, the initial hour diagnosis fee will still apply and this fee is detailed on my [website](#).
- 5.3 My Prices may change at any time, but these changes will not affect Orders that I have already accepted.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, I will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where I have already received payment, in full, from you.
- 5.5 The balance of the Price will be payable once I have provided the Services.
- 5.6 I accept the following methods of payment:
 - 5.6.1 Visa.
 - 5.6.2 Mastercard.
 - 5.6.3 American Express.
 - 5.6.4 BACS.
 - 5.6.5 Cash.
- 5.7 Credit and/or debit cards will be charged upon collection of the repaired item.
- 5.8 If you do not make payment to Me and/or collect your item within 30 days of being notified it is ready for collection, I reserve the right to sell the item separately and any sum made over the cost of repair may be returned to you less a handling fee of 50%.
- 5.9 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Me to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

6. Providing the Services

- 6.1 As required by law, I will provide the Services with reasonable skill and care, consistent with best practices and standards in the industry and in accordance with any information provided by Me about the Services and about Me.
- 6.2 I will begin providing the Services on the date the item is delivered for repair.
- 6.3 I will make every reasonable effort to complete the Services in a timely manner. I cannot, however, be held responsible for any delays if an event outside of My control occurs. Please see Clause 9 for events outside of My control.
- 6.4 If I require any information or action from you in order to provide the Services, I will inform you of this as soon as is reasonably possible. Examples of what we may require include: Purchase of a replacement component.
- 6.5 If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, I will not be responsible for any delay caused as a result. If additional work is required from Me to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, I may charge you a reasonable additional sum for that work.
- 6.6 In certain circumstances, for example where there is a delay in you sending Me information or taking action required under sub-Clause 6.5, I may suspend the Services (and will inform you of that suspension in writing).
- 6.7 In certain circumstances, for example where I encounter a technical problem, I may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention, I will inform you in advance in writing before suspending the Services.
- 6.8 If the Services are suspended under sub-Clauses 6.7 or 6.8, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Me by their due date(s).
- 6.9 If you do not pay Me for the Services as required by Clause 5, I may suspend the Services until you have paid all outstanding sums due. If this happens, I will inform you in writing. This does not affect My right to charge you interest under sub-Clause 5.10.

7. Problems with the Services and Your Legal Rights

- 7.1 I always use reasonable efforts to ensure that My provision of the Services is trouble-free. If, however, there is a problem with the Services I request that you inform Me as soon as is reasonably possible.
- 7.2 I will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 7.3 I will not charge you for remedying problems under this Clause 7 where the problems have been caused by Me, any of our agents or employees or sub-contractors or where nobody is at fault. If I determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply, and I may charge you for remedial work.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them,

it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If I do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that I have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if My breach concerns information about Me that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason I am required to repeat the Services in accordance with your legal rights, I will not charge you for the same and I will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Me, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which I agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, you also have remedies if I use materials that are faulty or incorrectly described.

8. My Liability

- 8.1 I will be responsible for any foreseeable loss or damage that you may suffer as a result of My breach of these Terms and Conditions or as a result of My negligence (including that of My employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Me when the Contract is created. I will not be responsible for any loss or damage that is not foreseeable.
- 8.2 I provide Services for domestic and private use (or purposes). I make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind (including resale). By making your Order, you agree that you will not use the Services for such purposes. I will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.3 If I am providing Services in your property and I cause any damage, I will make good that damage at no additional cost to you. I am not responsible for any pre-existing faults or damage in or to your property that I may discover while providing the Services.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit My liability for death or personal injury caused by My negligence (including that of My employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit My liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Me about the Services or about Me.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of My Control (Force Majeure)

- 9.1 I will not be liable for any failure or delay in performing My obligations where that failure or delay results from any cause that is beyond My reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond My reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect My performance of any of My obligations under these Terms and Conditions:
- 9.2.1 I will inform you as soon as is reasonably possible;
 - 9.2.2 My obligations under these Terms and Conditions will be suspended and any time limits that I am bound by will be extended accordingly;
 - 9.2.3 I will inform you when the event outside of My control is over and provide details of any new dates, times or availability of Services as necessary;
 - 9.2.4 If an event outside of My control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of My acceptance of your cancellation notice;
 - 9.2.5 If the event outside of My control continues for more than 4 weeks, I will cancel the Contract in accordance with My right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of My cancellation notice.

10. Cancellation

- 10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.
- 10.2 Once I have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Me written notice. If you have made any payment to Me for any Services I have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of My acceptance of your cancellation. If I have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, I will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Me written notice. If you have made any payment to Me for any Services I have not yet provided, these sums will be refunded to you

as soon as is reasonably possible, and in any event within 14 Calendar Days of My acceptance of your cancellation. If I have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, I will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of My breach under sub-Clause 10.3.1, you will not be required to make any payments to Me. You will not be required to give notice in these circumstances:

- 10.3.1 I have breached the Contract in any material way and have failed to remedy that breach within 1 week of you asking Me to do so in writing; or
- 10.3.2 I enter into liquidation or have an administrator or receiver appointed over My assets; or
- 10.3.3 I am unable to provide the Services due to an event outside of My control (as under sub-Clause 9.2.4); or
- 10.3.4 I change these Terms and Conditions to your material disadvantage.
- 10.4 I may cancel your Order for the Services before the Services begin under sub-Clause 4.5.
- 10.5 Once I have begun providing the Services, I may cancel the Services and the Contract at any time by giving you 1 weeks written notice. If you have made any payment to Me for any Services I have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of My cancellation notice. If I have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, I will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.6 If any of the following occur, I may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Me for any Services I have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of My cancellation notice. If I have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, I will invoice you for those sums and you will be required to make payment in accordance with Clause 5. I will not be required to give 1 weeks' notice in these circumstances:
 - 10.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or
 - 10.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 1 week of Me asking you to do so in writing; or
 - 10.6.3 I am unable to provide the Services due to an event outside of My control (for a period longer than that in sub-Clause 9.2.5).
- 10.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Me under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any

accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

- 11.1 If you wish to contact Me, you may do so by telephone at 07565 712185 or by email at matt@southwaterrepairshop.co.uk.
- 11.2 In certain circumstances you must contact Me in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Me in writing you may use the following methods:
 - 11.2.1 Contact Me by email at matt@southwaterrepairshop.co.uk; or
 - 11.2.2 Contact Me by post at Southwater Repair Shop, 54, Roman Lane, Southwater, RH13 9AG.

12. Complaints and Feedback

- 12.1 I always welcome feedback from My customers and, whilst I always use all reasonable endeavours to ensure that your experience as a customer of mine is a positive one, I nevertheless want to hear from you if you have any cause for complaint.
- 12.2 If you wish to complain about any aspect of your dealings with Me, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Me in one of the following ways:
 - 12.2.1 By email, addressed to Matthew Worley, matt@southwaterrepairshop.co.uk;
 - 12.2.2 By contacting Me by telephone on 07565 712185

13. How I Use Your Personal Information (Data Protection)

I will only use your personal information as set out in My Privacy Policy available from my website.

14. Other Important Terms

- 14.1 I may transfer (assign) My obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if I sell My business). If this occurs, you will be informed by Me in writing. Your rights under these Terms and Conditions will not be affected and My obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without My express written permission.
- 14.3 The Contract is between you and Me. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

- 14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 14.5 No failure or delay by Me in exercising any of My rights under these Terms and Conditions means that I have waived that right, and no waiver by Me of a breach of any provision of these Terms and Conditions means that I will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

- 15.1 These Terms and Conditions, the Contract, and the relationship between you and Me (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 15.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 15.3 Any dispute, controversy, proceedings or claim between you and Me relating to these Terms and Conditions, the Contract, or the relationship between you and Me (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.