

Gutterclear - Terms of Business for Services to Consumers

These terms of business apply to Services provided by Gutterclear UK Limited, UK registered company No 08004265, with registered offices at North House, Farmoor Court, Cumnor Road, Farmoor, OXFORD OX2 9LU (hereinafter Gutterclear, 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 Gutterclear 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 Gutterclear at the nominated premises of the Customer
Service Date	The date arranged with the Customer for Gutterclear to perform the Services
Technician or Agent.	Means the person(s) appointed by Gutterclear to deliver the Services
Service Fee/Cost	The charge made by Gutterclear for provision of the Services

2. The Base Service

Gutterclear 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 systems but does not include the repair or replacement on any parts unless agreed otherwise.

3. Booking the Service

- 3.1 Bookings may be made by email at bookings@gutterclear.co.uk, or by telephone to the Gutterclear Customer Service line on 0844 2250112.
- 3.2 Gutterclear will provide the Customer with written confirmation (by email) of the appointment date, including the proposed Service Fee, 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 Gutterclear.
- 3.3 Requests to cancel the Service or to change the appointment must be made no later than 17.00hrs on the day prior to the Service Date. Gutterclear will use reasonable endeavours to meet an alternate date but this will be subject to the availability of Gutterclear to accommodate the requested date.
- 3.4 Cancellation requests made later than 17.00hrs on the day prior to the Service Date will subject to a late cancellation fee of 50% of the Service Fee.
- 3.5 Occasionally Gutterclear will 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. Gutterclear Obligations

- 4.1 Gutterclear warrants to provide Technicians qualified and trained to complete the Service in a professional and workmanlike manner.
- 4.2 Gutterclear agrees to use all reasonable endeavours to be available promptly on the appointed date and at the appointed time.
- 4.3 Gutterclear undertakes to complete the Service in full but reserves the right to cease operations:
 - 4.3.1 if in the sole opinion of Gutterclear 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 preventing completion of the Service.

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 cleaned.
- 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 Gutterclear 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 Gutterclear will issue an invoice for the Services. Payment is due on presentation of the invoice and may be made online or by cheque as instructed on the invoiced. Payments by cheque may be subject to a commission charge of a maximum of £2.

- 6.5 Where Services are performed under a discount for a group of Customers Gutterclear 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 Gutterclear for settlement of the invoice.

- 6.6 Gutterclear 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 17.00hrs on the day prior to the Service Date as set out in clause 3.3.

8. Data Protection

Gutterclear 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 Gutterclear for personal injury or death resulting from its negligence.

- 9.2 Subject to Clause 9.1 Gutterclear 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 Gutterclear 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 Gutterclear.

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

Gutterclear 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.