



TERMS AND CONDITIONS OF BUSINESS - CONSUMERS ONLY

May 2023

BACKGROUND

These Terms and Conditions are the standard terms which apply to the provision of Painting and Decorating Services by Mark Smith trading as Mark Smith Maintenance (“the Contractor”) to customers who require Painting and decoration of their principal place of residence (“the Property”). Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

“Agreed Times”	means the times which you and we agree for the Contractor to have access to the Property to complete the Job;
“Agreement”	means the contract into which you and we will enter if you accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions.;
“Business”	means any business, trade, craft or profession carried on by you or any other person or organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Contractor who receives Painting and Decorating Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Contractor”	means us as traders, or our workers or sub-contractors who will be responsible for providing the Painting and Decorating Services;
“Deposit”	means the deposit you may be required to pay in accordance with Clause 5;
“Final Fee”	means the total of all sums you must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.



- “Painting and Decorating Services” means the Painting and Decorating Services we will provide as specified in the Agreement;
- “Job” means the complete performance of the Painting and Decorating Services;
- “Quote Request” means Your initial quote request for us to provide the Painting and Decorating Services as set out in Clause 4;
- “Products” means the products (including materials, sundries and equipment) required for the provision of the Painting and Decorating Services which we will supply (if any) as specified in the Agreement;
- “Property” means Your principal home, as detailed in the Quote and the Agreement, at which the Job is to take place;
- “Quotation” means the quotation we give to you in accordance with Clause 4 detailing the services we will provide to you and the Fees we will charge;
- “Quoted Fee” means the Fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
- “Start Date” means the date you and we agree on for us to start providing the Painting and Decorating Services as specified in the Agreement;
- “Visit” means any occasion, scheduled or otherwise, on which the Contractor visits the Property to provide the Painting and Decorating Services;
- “Website” means our Website at www.marksmithmaintenance.co.uk
- “we/us/our” means the Contractor and includes all employees, agents and sub-contractors of the Contractor; and
- “you/your” means a Consumer who is a customer of the Contractor.
- 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, social media messaging, fax or other electronic instantaneous means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.



- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about us

- 2.1 we are a Sole Trader
- 2.2 we trade under the name Mark Smith Maintenance
- 2.3 our main trading address is 69F Slough Road, Iver Heath, SL0 0DW
- 2.4 our website is: www.marksmithmaintenance.co.uk

3. Communication and Contact Details

- 3.1 If you wish to contact us with questions or complaints, you may contact us by telephone at 020 3488 7690 or by email at mark@marksmithmaintenance.co.uk
- 3.2 In certain circumstances you must contact us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting us in writing you may use the following methods:
 - 3.2.1 contact us by email at mark@marksmithmaintenance.co.uk; or
 - 3.2.2 contact us by post at Mark Smith Maintenance, 69F Slough Road, Iver Heath, SL0 0DW.

4. Request for Quote and Quotation(s)

- 4.1 We accept Quote Requests for Painting and Decorating Services through telephone, email, website, and third party referral.
- 4.2 When requesting a Quote you should set out, in detail, the Painting and Decorating Services required. Details required include the location and size of the Property, the number and type of rooms which are to be decorated and the type(s) of Painting or decorating required (e.g. Painting, wallpapering etc.).
- 4.3 Once the Quote Request is complete and submitted we will prepare a Quotation and send it to you either by email or first class post. The Quotation will set out the required Deposit (if applicable) and Fee (see Clauses 5 and 6).
- 4.4 If we cannot accept your Quote Request, we will inform you of this in writing.
- 4.5 You may make changes to the Quote before accepting it.
- 4.6 You may accept a Quotation by signing and dating a copy of it and returning it to us within 90-DAYS after the date we issue the Quotation or via digital signature by approving the quote online.

- 4.7 When (but not before) you have returned the Quotation, signed and dated, and you have paid the Deposit, a legally binding contract between you and us will be created for us to provide the Painting and Decorating Services and for you to pay for them. These Terms and Conditions and our Quote will form the basis of your Agreement with us. In the event we do not request a Deposit, a legally binding contract between you and us will be created immediately on your instructions to us to proceed, incurring liability for our Fees and cost of Products.
- 4.8 If you wish to change our Quote after accepting the Quotation, please contact us and we will tell you whether or not the change can be accommodated, along with any changes to the Fees payable as a result. If we cannot accommodate the changes or the changes to the Fees or other matters are not acceptable to you, you may cancel in accordance with Clause 13 and/or 14.

5. Deposit

- 5.1 At the time of accepting the Quotation or not more than 7-DAYS thereafter, depending on the size and nature of the work and any Products required in advance, you may be required to pay us a Deposit. The Deposit will be 30% of the Quoted Fee. We will not confirm our Quote until the Deposit is paid in full.
- 5.2 If you cancel the Painting and Decorating Services, we may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.
- 5.3 If paying via financing the finance providers terms and conditions apply

6. Fees and Payment

- 6.1 The Quoted Fee will include the price payable for the Painting and Decorating Services and for the estimated (cost and quantity of) Products required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, we will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep you informed at all times, and will not proceed without your agreement.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, we will inform you of the increase and of any difference in the Final Fee. If you do not wish to accept the increase, you may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Quoted Fee and the Final Fee are inclusive of VAT, where applicable. If the rate of VAT changes we will adjust the amount of VAT that you must pay.
- 6.5 We will invoice you when the Job has been completed and submit by email or first-class post.
- 6.6 You must pay any invoice within 7-DAYS of receiving it.
- 6.7 We prefer payment by electronic BACS to our nominated account on the invoice. We also accept the following methods of payment cash, Paypal, Kanda financing
- 6.8 If you do not pay an invoice by the due date we may charge you interest on the overdue sum



at the rate of 8% above the base rate of HSBC from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.

- 6.9 If you have promptly contacted us to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.

7. Provision of Painting and Decorating Services

- 7.1 We will provide the Painting and Decorating Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between you and us from time to time).
- 7.2 We may provide Samples, images, sketches, impressions, plans, or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.
- 7.3 We will use reasonable endeavours to ensure that the Products we use match those chosen by you and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, we will not supply them without consulting with you first, in advance of the Job. If you do not wish to accept the alternative Products, you may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 7.4 We will ensure that the Painting and Decorating Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 7.5 We will ensure that we comply with all relevant statutory codes of practice.
- 7.6 We will ensure that no parts of the Property suffer damage as a result of our provision of the Painting and Decorating Services. We will make good any damage that occurs at no additional expense to you as soon as is reasonably possible.
- 7.7 We will properly dispose of all waste that results from our provision of the Painting and Decorating Services.
- 7.8 Where a Job is to last for more than one working day, the Contractor will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in areas where work is being carried out.

8. Faulty Products

- 8.1 If any Products are supplied in the course of us providing the Painting and Decorating Services, and you discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, you should inform us using the contact details above in Clause 3.



- 8.2 Within the first 30 calendar days, you are entitled, at your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After the first 30 calendar days, and for the first six months, we will, at our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, you are entitled to a full refund for the affected part of the works. Alternatively, you may keep the Product(s) at a reduced price. This right may not apply if we can prove that the defect has been caused deliberately or negligently by you, or as a result of your failure to follow instructions given by the Contractor or as included with the Product.
- 8.4 After the first six months, if any Product develops a fault, you must prove that the Product in question was faulty at the time we supplied it and you took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

9. Problems with our Service

- 9.1 If there is a problem with the result of the Painting and Decorating Services, i.e. they have not been provided with reasonable care and skill, you are entitled to ask us to repeat or fix the service, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that our provision of the Painting and Decorating Services is trouble-free. If, however, there is a problem with the Painting and Decorating Services we request that you inform us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Painting and Decorating Services as quickly as is reasonably possible and practical.
- 9.3 We will not charge you for remedying problems under this Clause 9 where the problems have been caused by us. If we determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, we may charge you for remedial work.
- 9.4 As a consumer, you have certain legal rights with respect to the purchase of goods or 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.
- 9.5 If we do not perform the Painting and Decorating 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.
- 9.6 If the Painting and Decorating Services are not performed in line with information that we 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 our breach concerns information about us that does not relate to the performance of the Painting and Decorating Services), you have the right to a reduction in price.
- 9.7 If for any reason we are required to repeat the Painting and Decorating Services in accordance with your legal rights, we will not charge you for the same and we 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 Fees payable for the Job and, where you have already made payment(s) to us, 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 we 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.

10. Published Prices

10.1 Any prices or fees stated on our Website, or as advertised by us, are inclusive of VAT at the prevailing rate, currently 20%, if applicable at the time of purchase. Such prices or fees published shall include all administration fees, including debit or credit card transaction fees.

10.2 We reserve the right to change, at any time, without notice, any price, fee or deposit published on our Website, or as advertised by us elsewhere.

11. Your Obligations

11.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, you must obtain them before we begin to provide the Painting and Decorating Services.

11.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless you and we specifically agree otherwise, this is your responsibility.

11.3 You will ensure that the Contractor can access the Property at the Agreed Times to provide the Painting and Decorating Services.

11.4 You may either give the Contractor a set of keys to the Property or be present at the Agreed Times to give the Contractor access. We promise that all keys will be kept safely and securely by the Contractor.

11.5 If you do not provide the required access to the Property or make it impossible for us to provide the Painting and Decorating Services by failing to comply with any other provision in this Clause 11, and do not have a good reason for this, we may invoice you for any additional charges incurred as a result.

11.6 You must ensure that the Contractor has access to electrical outlets, toilet and sanitation and a supply of hot and cold running water.

12. Complaints and Feedback

12.1 We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

12.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from www.marksmithmaintenance.co.uk

12.3 If you wish to complain about any aspect of your dealings with us, please contact us in one of



the following ways:

12.3.1 In writing, addressed to Complaints, Mark Smith Maintenance, 69F Slough Road, Iver Heath, SL0 0DW or

12.3.2 By email, addressed to mark@marksmithmaintenance.co.uk

12.3.3 By contacting us by telephone on 020 3488 7690

13. Changing the Start Date

13.1 If you ask us to change the Start Date:

13.1.1 We will, where reasonably possible, agree a revised Start Date with you;

13.1.2 If it is not possible to agree a revised Start Date either you or we may terminate the Agreement (see Clause 16).

13.2 If we ask you to change the Start Date, you may either:

13.2.1 agree a revised Start Date with us; or

13.2.2 terminate the Agreement (see Clause 16).

14. Cancellation of Contract During the Cooling Off Period

14.1 Where the Agreement is not made “on our premises”, you have a statutory right to a “cooling off” period. This period begins once the contract between you and us is formed and ends:

14.1.1 in relation to any Products supplied (other than customised, perishable or made-to-order), at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the final instalment; and

14.1.2 in relation to the Painting and Decorating Services, at the end of 14 calendar days after the date on which the contract is formed.

14.2 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by a clear statement (e.g. a letter sent by post, or email to the postal address, or email address specified in these Terms and Conditions).

14.3 To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.

14.4 If you exercise this right to cancel, you will receive a full refund of any amount paid to us in respect of the contract (including, but not limited to, the Deposit, where applicable).

14.5 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any Fees as a result of the refund.

14.6 We will process the refund due to you as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which we are informed of the cancellation.

- 14.7 If you exercise the right to cancel in relation to Products:
- 14.7.1 We will issue a refund as soon as possible, in any event no later than 14 calendar days after we receive the relevant Products (and will include standard delivery charges if you send the Products to us);
 - 14.7.2 You must return the Products to us within 14 calendar days of the day on which you inform us that you wish to cancel and return them;
 - 14.7.3 We may make a deduction from the refund for loss in value of any Products ordered or supplied, if the loss is the result of unnecessary handling by you;
 - 14.7.4 Please also note that Products that become inseparably mixed with others, perished, unsaleable (unless faulty), made-to-order or customised in any way, cannot be returned or refunded.
- 14.8 If the Start Date falls within the cooling off period you must make an express request for provision of the Painting and Decorating Services to begin within the 14 calendar day cooling off period. By making such a request you acknowledge and agree to the following:
- 14.8.1 If the Job is completed within the 14 calendar day cooling off period, you will lose the right to cancel once the Job is completed;
 - 14.8.2 If you cancel the Agreement after provision of the Painting and Decorating Services has begun you will be required to pay for the Painting and Decorating Services and any Products that cannot be returned, and supplied up until the point at which you inform us of your wish to cancel;
 - 14.8.3 The amount due will be calculated in proportion to the full price of the Painting and Decorating Services and the actual Painting and Decorating Services already provided. Any sums that have already been paid for the Painting and Decorating Services will be refunded subject to deductions calculated on this basis;
 - 14.8.4 We will process any refund as soon as possible, and in any event no later than 14 calendar days after you inform us of your wish to cancel.
- 14.9 Clause 15 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

15. Cancellation Outside of the Cooling Off Period

- 15.1 In addition to your rights in Clause 14 relating to the cooling off period, you may terminate the Agreement (i.e. cancel the Job) at any time before the Start Date (if relevant):
- 15.1.1 If you cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 28-DAYS before the Start Date, we will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 15.1.2 If you cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 28-DAYS before the Start Date, we will retain from the Deposit, if applicable, a sum to cover any net financial loss that we suffer due to the

cancellation. we will refund the balance of the Deposit to you as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), we will invoice you for the shortfall and you will be required to make payment in accordance with Clause 6.

- 15.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or Products (including materials, sundries and equipment) or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

16. Termination

- 16.1 You may terminate the Agreement with immediate effect at any time by giving us written notice if:
- 16.1.1 we have breached the Agreement in any material way and have failed to remedy that breach within 30-DAYS of you asking us in writing to do so;
 - 16.1.2 we enter into liquidation or have an administrator or receiver appointed over our assets;
 - 16.1.3 you and we have been unable to agree a revised Start Date or you elect to terminate the Agreement under Clause 13;
 - 16.1.4 we are unable to provide the Painting and Decorating Services due to an event outside of our control (see Clause 18).
- 16.2 We may terminate the Agreement with immediate effect by giving you written notice if:
- 16.2.1 you fail to make a payment on time as required under Clause 6 (this does not affect our right to charge interest on overdue sums under sub-Clause 6.8);
 - 16.2.2 you have breached the Agreement in any material way and have failed to remedy that breach within 30-DAYS of us asking you in writing to do so; or
 - 16.2.3 you and we have been unable to agree a revised Start Date under Clause 13;
 - 16.2.4 you do not provide the Contractor with access to the Property or otherwise make it impossible for the Contractor to provide the Painting and Decorating Services, and/or we have been unable to contact you to re-arrange the Painting and Decorating Services under sub-Clause 11.5;
 - 16.2.5 we have been unable to provide the Painting and Decorating Services for more than 24 weeks due to an event outside of our control (see Clause 18).
- 16.3 For the purposes of this Clause 14 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. 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.

16.4 If at the termination date:

16.4.1 you have made any payment to us (including, but not limited to, the Deposit) for any Painting and Decorating Services we 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 the termination notice. we may, however, deduct from such a refund (or charge you) reasonable compensation for the net costs we will incur as a result of your breaking the Agreement if we terminate it under sub-Clauses 16.2.1, 16.2.2, or 16.2.4;

16.4.2 we have provided Painting and Decorating 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, we will invoice you for those sums and you will be required to make payment in accordance with Clause 6.

17. Effects of Termination

17.1 If the Agreement is terminated for any reason:

17.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

17.1.2 Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of the Agreement which exist at or before the date of termination.

18. Events Outside of our Control (Force Majeure)

18.1 We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, government action, 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 our reasonable control.

18.2 If any event described under this Clause 18 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and Conditions:

18.2.1 we will inform you as soon as is reasonably possible;

18.2.2 our obligations under the Agreement will be suspended and any time limits that we are bound by will be extended accordingly;

18.2.3 we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Painting and Decorating Services as necessary;

18.2.4 you or we may terminate the Agreement (see Clause 16).



19. Liability

- 19.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 19.2 We will maintain suitable and valid insurance including public liability insurance.
- 19.3 We provide Painting and Decorating Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 19.4 If we cause any damage to the Property, we will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Painting and Decorating Services.
- 19.5 We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us, our workers or sub-contractors. Further, we are not liable for any loss or damage you suffer caused by any trades-person or tradespeople whom you have instructed or contracted personally.
- 19.6 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 19.7 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection legislation. For more details of your legal rights please refer to your local Citizens Advice Bureau or Trading Standards Office.

20. How we Use Your Personal Data (Data Protection)

- 19.1 We will only use your personal data as set out in our Privacy Policy and Data Protection statement available from www.marksmithmaintenance.co.uk

21. Other Important Terms

- 21.1 We may from time to time change these Terms and Conditions without giving you notice, but we will use our reasonable endeavours to inform you as soon as is reasonably possible of any such changes.
- 21.2 We may transfer (assign) our obligations and rights under the Agreement to a third party (this may happen, for example, if we sell our business). If this occurs we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 21.3 You may not transfer (assign) your obligations and rights under the Agreement without our express written permission (such permission not to be unreasonably withheld).
- 21.4 The Agreement is between you and us. 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 the Agreement.

- 21.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 21.6 No failure or delay by us or you in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by us or you of a breach of any provision of the Agreement means that we or you will waive any subsequent breach of the same or any other provision.
- 21.7 As a Business or Consumer, additional terms and conditions may apply to you and your transaction that may be incorporated into your contract with Mark Smith Maintenance or any third party, including but not limited to:

21.7.1 our Website Terms and Conditions of Use and Service;

21.7.2 our Privacy Policy and Data Protection;

21.7.3 our Terms and Conditions of Business; and

21.7.4 any terms and conditions of our third-party card payment provider or financing provider.

21.7.5 any additional terms and conditions that are incorporated into your contract with us will be published prominently on our Website.

22. Regulations and Information

22.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to you as a Consumer before we make our contract with you (i.e. before you have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for you to see, or we will make it available to you before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of our contract with you as a Consumer.

22.2 As required by the Regulations:

22.2.1 all of the information described in sub-Clause 22.1; and

22.2.2 any other information which we give to you about the Painting and Decorating Services, or about us or our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Painting and Decorating Services,

will be a part of the terms of our contract with you as a Consumer.

23. Law and Jurisdiction

23.1 These Terms and Conditions, the Agreement, and the relationship between you and us



(whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

- 23.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 23.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 23.3 Any dispute, controversy, proceedings or claim between you and us relating to these Terms and Conditions, the Agreement, or the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your primary residency.