

TERMS AND CONDITIONS

Carole Reed trading as Happy Sort provides its services on the following terms and conditions.

The meaning of some words used in these terms and conditions

we, us or our - is a reference to Carole Reed trading as Happy Sort;
you or your - is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
Parties - is a reference to both us and you;
Premises - means the place where we will provide the Services; and
Services - means the help we will provide in connection with the problem, matter or situation you are facing. The precise Services we will be providing to you will be stated in the order form and as we agree from time to time.

Entering into a legally binding contract

1. A contract between you and us will come into being in one of two ways:
 - a. when we send you an order form we and you indicate your agreement to the terms (in any manner) then there will be a legally binding contract on the date you indicate such agreement.
 - b. where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
2. We suggest that before you accept the order form or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
3. You should keep a copy of these terms and conditions for your records.

Providing the Services

4. Once we and you have entered into a legally binding contract we will normally start providing the Services to you at the Premises straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.
5. Our aim is to always provide you with the Services:
 - a. using reasonable care and skill;
 - b. in compliance with commonly accepted practices and standards;
 - c. in compliance with laws and regulations in force in England and Wales at the time we are carry out the Services.

Timing

6. We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:
 - a. we will start performing the Services by a specified date or time; or
 - b. we will complete the performance of all the Services by any specified date or time; or
 - c. the performance of any individual part of the Services will be completed by a specified date or time.

What can happen if we cannot start performing the Services or complete performing the Services

7. If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
8. Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation. If you have made payment(s) to us in excess of the amount of Services we have performed, we will return the difference to you within 7 days of cancellation.

Situations or events outside our reasonable control

9. In addition, there are certain situations or events that occur that are not within our reasonable control (some examples are given in clause 10 below). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
10. The following are examples of events or situations which are not within in our reasonable control:
 - a. where weather conditions make it impossible or unsafe for us to perform any of the Services;
 - b. where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work);
 - c. where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
 - d. where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
 - e. where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services; or
 - f. for other some unforeseen or unavoidable event or situation which is beyond our control.
11. If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
 - a. continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
 - b. allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of

cancellation. If you have made payment(s) to us in excess of the amount of Services we have performed, we will return the difference to you within 7 days of cancellation.

Price, estimates and payment

12. We normally charge for our Services on a time basis. We charge for each hour we spend in providing our Services. Our rates for performing the Services are set out in the Order Form.
13. If we provide an estimate we may need to charge you a higher amount than stated in the estimate. This can occur for a number of reasons, in particular where:
 - a. what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services; or
 - b. when we start performing the Services it becomes apparent that the amount of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.
14. If you fail to make payment by the date or time we and you agree we may:
 - a. charge you interest (at HSBC's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them; and/or
 - b. if there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.
15. We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or results in death.
16. We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

Communicating with us

17. You can telephone us at 07934 955690. However, for important matters we suggest that you use writing and send any communications by email to home.carole.reed@gmail.com. If we wish to send you a letter or notice we will use the address and/or email address you have given in the Order Form.

Cancellation by you

18. Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract or by law.
19. If we agree to cancel then you will be responsible for the cost of any of our time in performing the Services up to the date we stop providing the Services;
20. In the circumstances stated in clause 19 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
21. If you:
 - a. purport to cancel the contract; or
 - b. give notice purporting to cancel; or
 - c. otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided by law or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

Amendments to the contract terms and conditions

22. We will have the right to amend the terms and conditions of this contract where:
 - a. we need to do so in order to comply with changes in the law or for regulatory reasons; or
 - b. we are changing the rates we charge for the provision of Services;
 - c. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.
23. Where we are making any amendment we will give you 7 days' prior notice (unless the contract is terminated before that period).

Contracts (Rights of Third Parties) Act 1999

24. For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Law and jurisdiction

25. This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.