**THIS AGREEMENT** is made the [ ] day of [ ] 2021

**BETWEEN:**

(1) **Blue Sky Guttering Ltd** whose registered office is at 8 Park Road, Hayes, Middlesex, UB4 8JL; and

(2) [*Name of Customer*] of [*address*]

**IT IS AGREED** as follows:

1. The Agreement
	* 1. This Agreement is for the provision of gutter remediation and replacement services for residential buildings and incorporates the attached Terms and Conditions.
		2. In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
		3. A legally binding contract between Blue Sky and You will be created when You and Blue Sky sign this Agreement.
		4. Blue Sky confirms and You acknowledge that Blue Sky has given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
			+ 1. The main characteristics of the Services in the Quotation;
				2. Our identity and contact details;
				3. The total price payable for the Services including taxes;
				4. The arrangements for payment, performance, and the time by which (or within which) Blue Sky undertakes to perform the Services;
				5. Our complaints handling policy;
				6. The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.
		5. As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
			+ 1. all of the information described in Clause 1.4; and
				2. any other information which Blue Sky gives to You about the Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Services will be part of the terms of Our contract with You as a Consumer.
2. The Services
	* 1. Blue Sky will carry out and perform the Services at the Property on the dates and times specified in the Quotation.
		2. Full details of the Services and Products to be supplied are set out in the Quotation.
3. Fees and Payment

You will pay the Quoted Fee for the Services (subject to changes as set out in the Terms and Conditions).

1. Waiver of Cooling Off Period
	* 1. By signing this Agreement, You request Us to commence provision of the Services as soon as possible and not to wait for the fourteen (14) calendar day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.
		2. You acknowledge that if You exercise the right to cancel You will be liable to pay Us for the Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 13 of the Terms and Conditions.
		3. You acknowledge that You will lose the right to cancel if the Services are fully performed within the fourteen (14) calendar day cooling off period.

**TERMS AND CONDITIONS**

These Terms and Conditions shall apply to the provision of gutter remediation and replacement services for residential buildings by Blue Sky Guttering Ltd of 8 Park Road, Hayes, Middlesex, UB4 8JL (“Blue Sky”). **Please read them carefully and ensure that you understand and agree to them.**

1. Definitions and Interpretation
	* 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 agree for Blue Sky to have access to the Property to complete the Services as specified in the Quotation or as otherwise agreed with Us; |
| **“Agreement”** | means the contract into which You and Blue Sky 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; |
| **“Customer”** | means you as a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means You as an individual customer of Blue Sky who receives the Services for your personal use and for purposes wholly or mainly outside the purposes of any Business; |
| **“Deposit”** | means the deposit specified in the Quotation and that You are required to pay in accordance with Clause 9; |
| **“Fee”** | means the total of all sums You must pay, which will be shown on the invoice issued in accordance with Clause 6; |
| **‘Guarantee”** | means the guarantee issued by Us in accordance with Clause 26; |
| **“Services”** | the performance of the Services set out in the Quotation; |
| **“Cancellation Form”** | means the Model Cancellation Form attached as Schedule 1; |
| **“Order”** | means Your initial request for Us to provide the Services as set out in Clause 4; |
| **“Products”** | means the products required for the provision of the Services which Blue Sky will supply (if any) as specified in the Agreement; |
| **“Property”** | means Your home, as detailed in the Order and the Agreement, at which the services are to be performed; |
| **“Quotation”** | means the quotation Blue Sky gives to You in accordance with Clause 8 detailing the Services Blue Sky will provide and the fees Blue Sky 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 10; |
| **“Services”** | means the Services Blue Sky will provide as specified in the Agreement; |
| **“Service Times”** | means the times during which the Parties shall agree upon during which Blue Sky shall have access to the Premises to render the Services; |
| **“Start Date”** | means the date You and Blue Sky agree on for Us to start providing the Services as specified in the Agreement; |
| **“Visit”** | means any occasion, scheduled or otherwise, on which the Blue Sky visits the Property to provide the Services; |
| **“Blue Sky/Us/Our”** | means Blue Sky and includes all employees, agents, and sub-contractors of Blue Sky; and |
| **“You/Your”** | means you as a Customer of Blue Sky. |

* + 1. 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. 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.
		3. Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
		4. Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
		5. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
		6. Words signifying the singular number will include the plural and vice versa.
		7. References to any gender will include any other gender.
		8. References to persons, unless the context otherwise requires, include corporations.
1. Information about Us
	* 1. Blue Sky is registered in under number 05070384 having its registered office at 8 Park Road, Hayes, Middlesex, UB4 8JL.
		2. Our main trading address is [*insert address*].
2. Communication and Contact Details
	* 1. If You wish to contact Us with questions, You may contact Us by telephone at [*insert number]* or by email at *[insert address*] .
		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:
			+ 1. contact Us by email at [*insert address*]; or
				2. contact Us by pre-paid post at [*insert address*].
3. Orders
	* 1. Blue Sky accept orders for Services via [our website, by telephone or email].
		2. When placing an Order You should set out, in detail, the services required. Details required include the location of the Property, the size of the Property, and the type(s) of roofing (e.g. flat, felt, tiled etc.). [Blue Sky will provide You with an order form containing prompts for all required information].All such details will be included as part of the Agreement.
		3. Once the Order is complete and submitted, Blue Sky will prepare a Quotation and send it to You either by email. The Quotation will set out the required Deposit and Quoted Fee.
		4. If Blue Sky cannot accept your Order, Blue Sky will inform you of this in writing.
		5. You may request changes to the Order and Quotation before accepting it and if this will be accommodated by Blue Sky and if this is possible the Quotation will be adjusted and re-issued to You for acceptance.
		6. You may accept a Quotation by signing and dating a copy of it and returning it to Us within five (5) days after the date Blue Sky issues the Quotation to You.

8.7 When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit, a legally binding contract between Blue Sky and You will be created for Us to provide the Services and for You to pay for them.

* + 1. If you wish to change your Order after accepting the Quotation, please contact Us and Blue Sky will tell you whether or not the change can be accommodated, along with any changes to the fees and deposit payable. If Blue Sky cannot accommodate the changes or the changes to the fees, deposit or other matters are not acceptable to you, you may cancel in accordance with Clause 17 and/or Clause 18.
1. Deposit
	* 1. At the time of accepting the Quotation or not more than three (3) afterwards, You must pay Us the Deposit. Blue Sky will not confirm an Order until the Deposit is paid in full.
		2. If you cancel the Services, Blue Sky may retain some or all of the Deposit as set out in Clauses 17, 18 and 19.
2. Fees and Payment
	* 1. The Quoted Fee will include the price payable for the Services and for the estimated Products required.
		2. Blue Sky will, where reasonably possible, use only the Products (and quantities of Products) set out in the Quotation and the Agreement;
		3. If additional Products are required, Blue Sky will adjust the Fee to reflect this. Blue Sky will keep You informed at all times and will not proceed without your agreement.
		4. If the price of Products or services increases during the period before the Start Date, Blue Sky will inform You of the increase and of any difference in the 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.
		5. The Quoted Fee and the Fee are exclusive of VAT unless stated otherwise by Blue Sky. If the rate of VAT changes, Blue Sky will adjust the amount of VAT that You must pay.
		6. Blue Sky will invoice You when the Services has been completed or as provided in the Quotation.
		7. You must pay any invoice in full without any deductions within five (5) days of receiving it.
		8. Blue Sky accepts the following methods of payment:
			+ 1. Credit and debit card; or
				2. CHAPS.
		9. If You do not pay an invoice by the due date Blue Sky may charge You interest on the overdue sum at the rate of 5% above the prevailing base rate of Barclays Bank 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.
		10. If You have promptly contacted Us to dispute an invoice in good faith, Blue Sky will not charge interest while such a dispute is ongoing.
3. Services
	* 1. Blue Sky will provide the Services in accordance with the specification set out in the accepted Quotation and in the Agreement.
		2. Blue Sky may provide sketches, plans, diagrams, or similar documents in advance of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Services nor to guarantee specific results.
		3. Blue Sky will use reasonable endeavours to ensure that the Products Blue Sky uses match those chosen by You and, where applicable, 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. If different Products are required due to non-availability, Blue Sky will not supply them without consulting with You first, in advance of the Services. 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.
		4. Blue Sky will use Our reasonable endeavours to make sure that:
			+ 1. the Services are performed with reasonable care and skill;

7.4.2 We comply with relevant codes of practice applying from time to time;

* + - * 1. We will properly dispose of all waste that results from Our provision of the Services;
				2. We will, wherever possible, store Our tools and materials in areas where work is being carried out or remove them from the Property at the end of each working day;
				3. If Services are to last for more than one (1) working day, We 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.
		1. You agree and accept that Blue Sky’s inspection for the purposes of providing a Quotation shall be subject to the following terms:
			- 1. the inspection shall be strictly limited to gutter gullies and down pipes on Your premises;
				2. no inspection will be made of any lateral and vertical guttering and fittings, or of other elements or parts of the roof, walls or cladding of Your premises unless specifically requested by You in writing
				3. if parts of the guttering system on Your premises cannot be accessed or inspected for any reason this will noted on the Quotation;
				4. the inspection will be strictly limited to what is actually visible to the naked eye at the time of the inspection;
				5. no guttering will be removed, lifted or loosened during an inspection other than with Your permission;
				6. You accept that Blue Sky may take photographs of the guttering on Your premises during the inspection which Blue Sky shall be entitled to use for the purposes of providing a Quotation and performing the Services and to retain in the event of any dispute arising in relation thereto;
				7. You accept that any inspection however performed by Blue Sky will not ensure and still less guarantee that each and every defect or cause of a problem that has been identified by You with the draining or removal of precipitation from its premises will be identified by such inspection;
				8. You further acknowledge that hidden or latent defects can cause multiple issues and faults within a premises drainage system and that Blue Sky’s pre-Quotation inspections are always carried out without prejudice to the presence and later discovery of all such hidden or latent defects on its premises;
				9. any drawings, plans or similar documents provided by Blue Sky with the Quotation shall be for illustrative purposes only and are not intended to provide an exact specification, method statement or guarantee of achieving any specific results;
1. Faulty Products
	* 1. If any Products are supplied in the course of Us providing the 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.
		2. Within the first thirty (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.
		3. After the first thirty (30) calendar days, and for the first six (6) months, Blue Sky 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. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if Blue Sky 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 Blue Sky or as included with the Product.
		4. After the first six (6) months, if any Product develops a fault, You must prove that the Product in question was faulty at the time Blue Sky 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 (6) years depending upon the nature of the Product and how long it can reasonably be expected to last.
2. Problems with Our Service
	* 1. Blue Sky uses reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, You consider that there is an obvious or persistent problem with the Services, You must inform Us as soon as is reasonably possible after you have discovered it. We will use Our reasonable efforts to remedy problems notified to Us that we agree have arisen with respect to Our Services as quickly as is reasonably possible and practical.
		2. Blue Sky will not charge You for remedying problems under this Clause 13 where we agree that 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, Blue Sky may charge You for remedial work.
		3. If the Services are not performed in line with information that We have provided to You about them, You also have the right to request repeat performance. 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 Services), You have the right to a reduction in price.
		4. If for any reason We are required to repeat the Services in accordance with Your legal rights, Blue Sky will not charge You for the same and We will bear any and all costs of such repeat performance.
		5. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Services and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued within fourteen (14) calendar days from the date on which We agree that You are entitled to the refund and will be made via the same payment method originally used by You unless You request an alternative method.
3. Your Obligations
	* 1. If any consents, licences, or other permissions are needed from any third parties such as neighbours, party wall and fence co-owners, landlords, local authorities, or similar (“Consents”), You are responsible for obtaining them before We begin to provide the Services. We cannot be held liable for any consequences of Your failure to obtain any Consents.
		2. Blue Sky may ask you to move, remove, cover or protect certain furniture, fixtures and fittings or other items on the Property before We begin Our work and we shall not be responsible for any damage or loss resulting from your failure to carry out Our request.
		3. You will ensure that the Blue Sky can access the Property at the Agreed Times to provide the Services.
		4. You may either give the Blue Sky a set of keys to the Property or be present at the Agreed Times to give the Blue Sky access.
		5. If You do not provide the required access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Clause 14, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
		6. You must ensure that the Blue Sky has access to electrical outlets and a supply of hot and cold running water.
4. Complaints and Feedback
	* 1. Blue Sky always welcomes feedback from Our customers.
		2. If You wish to comment or complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
			+ 1. By email to [*email address*];
				2. By telephone on [*tel number*];
				3. By post to Our address above.
5. Changing the Start Date
	* 1. If You ask Us to change the Start Date:
			+ 1. Blue Sky will, where reasonably possible, agree a revised Start Date with You;
				2. If it is not possible to agree a revised Start Date either You or Blue Sky may terminate the Agreement (see Clause 19).
		2. If Blue Sky ask You to change the Start Date, You may either:
			+ 1. agree a revised Start Date with Us; or
				2. terminate the Agreement (see Clause 19).
6. Cancellation of Contract During the Cooling Off Period
	* 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:
			+ 1. in relation to any Products supplied, at the end of fourteen (14) calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the fourteen (14) calendar day period begins on the day that you receive the final instalment; and
				2. in relation to the Services, at the end of fourteen (14) calendar days after the date on which the contract is formed.
		2. If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. in a letter sent by post, by telephone or via email as specified in these Terms and Conditions). You may use the Cancellation Form, but You do not have to.
		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.
		4. If You exercise this right to cancel, You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
		5. Blue Sky 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.
		6. Blue Sky will process the refund due to You as a result of a cancellation within the period of fourteen (14) calendar days after the day on which We are informed of the cancellation.
		7. If You exercise the right to cancel in relation to Products:
			+ 1. Blue Sky will issue a refund no later than fourteen (14) calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us);
				2. You must return the Products to Us within fourteen (14) calendar days of the day on which You inform Us that You wish to cancel and return them;
				3. Blue Sky may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;
				4. Please also note that Products that become inseparably mixed with others cannot be returned.
		8. If the Start Date falls within the cooling off period, You must make an express request for provision of the Services to begin within the fourteen (14) calendar day cooling off period. By making such a request You acknowledge and agree to the following:
			+ 1. If the Services is completed within the fourteen (14) calendar day cooling off period, You will lose the right to cancel once the Services is completed;
				2. If You cancel the Agreement after provision of the Services has begun You will be required to pay for the Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
				3. The amount due will be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services will be refunded, subject to deductions calculated on this basis;
				4. Blue Sky will process any refund within no later than fourteen (14) calendar days after You inform Us of Your wish to cancel.
		9. Clause 14 applies to the termination of the Agreement after the fourteen (14) calendar day cooling off period has elapsed.
7. Cancellation Outside of the Cooling Off Period
	* 1. In addition to Your rights in Clause 17 relating to the cooling off period**,** the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
			+ 1. If You cancel the Services after the fourteen (14) calendar day cooling off period has expired (or where it does not apply) and more than ten (10) calendar days before the Start Date, Blue Sky will refund the Deposit, if applicable, and any other sums paid within fourteen (14) calendar days of cancellation.
				2. If You cancel the Services after the fourteen (14) calendar day cooling off period has expired (or where it does not apply) and less than ten (10) calendar days before the Start Date, We shall retain from the Deposit, if applicable, a sum to cover any net financial loss that Blue Sky suffer due to the cancellation. Blue Sky will refund the balance of the Deposit to You within fourteen (14) calendar days of cancellation. If Our financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), Blue Sky will invoice You for the shortfall and You will be required to make payment to Us in accordance with Clause 10.
		2. Blue Sky may have to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such termination is necessary, Blue Sky will inform You as soon as is reasonably possible. Blue Sky will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within fourteen (14) calendar days of termination.
8. Termination
	* 1. You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
			+ 1. We have breached the Agreement in a material way and have failed to remedy that breach within twenty-one (21) of You asking Us in writing to do so;
				2. Blue Sky enters into liquidation or has an administrator or receiver appointed over Our assets;
				3. You and Blue Sky have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 16;
				4. Blue Sky is unable to provide the Services due to an event outside of Our control (see Clause 21).
		2. Blue Sky may terminate the Agreement with immediate effect by giving You written notice if:
			+ 1. You fail to make a payment on time as required under Clause 10 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
				2. You have breached the Agreement in any material way and have failed to remedy that breach within twenty-one (21) of Us asking You in writing to do so; or
				3. You and Blue Sky have been unable to agree a revised Start Date under Clause 16;
				4. You do not provide Blue Sky with access to the Property or otherwise make it impossible for the Blue Sky to provide the Services;
				5. Blue Sky has been unable to provide the Services for more than seven (7) calendar days due to an event outside of Our control (see Clause 21).
		3. For the purposes of this Clause 15 a breach of the Agreement will be considered ‘material’ if it is not on a reasonable view either minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material, whether it was caused by any accident, mishap, mistake or misunderstanding shall be disregarded.
		4. If at the termination date:
			+ 1. You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Services Blue Sky has not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within fourteen (14) calendar days of the termination notice. Blue Sky may deduct from such a refund (or charge You) reasonable compensation for the net costs Blue Sky will incur as a result of your breaking the Agreement if Blue Sky terminates it under sub-Clauses 19.2.1, 19.2.2, or 19.2.4;
				2. Blue Sky has 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, Blue Sky will invoice You for those sums and You will be required to make payment in accordance with Clause 10.
9. Effects of Termination
	* 1. If the Agreement is terminated for any reason:
			+ 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.
				2. Termination will not remove or reduce any right to damages or other remedy which either You or Blue Sky may have in respect of any breach of the Agreement which exist at or before the date of termination.
10. Events Outside of Our Control (Force Majeure)
	* 1. Blue Sky 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, 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, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
		2. If any event described under this Clause 21 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
			+ 1. Blue Sky will inform You as soon as is reasonably possible;
				2. Our obligations under the Agreement will be suspended and any time limits that Blue Sky are bound by will be extended accordingly;
				3. Blue Sky will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
				4. You or Blue Sky may terminate the Agreement (see Clause 19).
11. Liability
	* 1. Blue Sky will be responsible for any reasonably foreseeable loss or damage that You suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Blue Sky will not be responsible for any loss or damage that is not reasonably foreseeable.
		2. Blue Sky will maintain suitable and valid insurance including public liability insurance.
		3. Blue Sky provides Services for domestic and private purposes only. Blue Sky make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. Blue Sky will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
		4. If Blue Sky causes any damage to the Property, Blue Sky will make good that damage at no additional cost to You.
		5. Blue Sky is not responsible for any pre-existing or hidden or latent faults or damage in or to Your property that Blue Sky may discover while providing the Services.
		6. Blue Sky is not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.
		7. 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.
		8. Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation.
12. How Blue Sky Use Your Personal Data (Data Protection)
	* 1. All personal data that Blue Sky may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
13. Other Important Terms
	* 1. Blue Sky may from time to time change these Terms and Conditions without giving You notice, but Blue Sky will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
		2. Blue Sky may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if Blue Sky sells Our business). If this occurs Blue Sky 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.
		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).
		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.
		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.
		6. No failure or delay by Us or You in exercising any rights under the Agreement means that Blue Sky or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that Blue Sky or You will waive any subsequent breach of the same or any other provision.
14. Regulations and Information
	* 1. Blue Sky is 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 Blue Sky 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.
		2. As required by the Regulations:
			+ 1. all of the information described in sub-Clause 25.1; and
				2. any other information which We give to You about the 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 Services,

will be a part of the terms of Our contract with You as a Consumer.

1. Guarantee

When We have completed the Services and You have paid Us all of the Fee in accordance with these Terms and Conditions, We will issue to You within a reasonable time Our then current standard guarantee for Our workmanship. You are requested to keep the guarantee safe so that if and when you need to call on it You have the relevant details to hand so that We can verify that You are entitled to receive Our services under its terms.

1. Law and Jurisdiction
	* 1. These Terms and Conditions, the Agreement, and the relationship between You and Blue Sky (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
		2. Any dispute, controversy, proceedings or claim between Us and You relating to these Terms and Conditions, the Agreement, or the relationship between Us and You (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

**SCHEDULE 1**

**MODEL CANCELLATION FORM**

To: Blue Sky Guttering Ltd

I, [*insert name*] of [*insert address*] ] hereby give notice that I cancel my contract for Services with Blue Sky Guttering Ltd dated [*insert date*].

Signature of Customer:

Date: [*insert date*]

SIGNED for and on behalf of Blue Sky by:

[*insert name*]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Authorised Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_

SIGNED by the Customer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature

Date: \_\_\_\_\_\_\_\_\_\_\_\_