

## **Contract for Services**

Valeting and servicing.

This document, the Order Form and any Schedules (hereafter collectively referred to as the 'Agreement') creates a binding contract between the Parties and establishes the Terms and Conditions under which the Services are provided.

### **The Parties**

- 1) Grubby Buggy Ltd, a company incorporated in England with a registered office of Suite K, Gemini House, Hargreaves Road, Swindon, Wiltshire, England, SN25 5AZ and a registration number 07791182.  
(Hereafter referred to as the 'Service Provider')

And

- 2) The Party named on the Order Form  
(Hereafter referred to as the 'Client')

Whereas the Service Provider provides valeting and servicing for baby/child equipment; and the Client wishes to use those services.

### **Definitions and interpretations**

Within this Agreement the following words shall have the given meaning

'Drop-off Point' means a location where a buggy or other may be delivered and collected by the Client.

'Items' means the equipment or apparatus which require cleaning, which could be Buggies (including pushchairs and strollers) carry cots, car seats, high chairs etc.

'Termination' means the ending of this Agreement.

'Website' means [www.grubbybuggy.com](http://www.grubbybuggy.com)

Singular also refers to plural, masculine to feminine and vice versa.

Headings are for convenience only and do not interfere with the meaning or interpretation

### **Terms and Conditions**

- 1) This Agreement shall commence upon
  - a) the Client placing an order with the Service Provider; and
  - b) the Service Provider providing an order confirmation.
- 2) Once commenced, the Agreement can only be amended or varied by mutual consent and in writing, except where changes are to comply with Law; or an order from a court of Law; or to correct any errors in which case the Service Provider shall provide the Client with notice of the changes not less than 14 days before the changes take effect.
- 3) Subject to any Terms herein or implied in Law, the Agreement shall end when all Parties have fully performed their obligations.

## **Cancellation**

- 4) Under UK consumer law, where the Client is not a business and the Agreement is made at a distance (not face to face) the Client shall have a 'Cooling Off Period' which shall begin when the Agreement commences and ends after 14 days.
- 5) During the Cooling Off Period –
  - a) The Client may cancel the agreement and receive a full refund of all monies paid; and
  - b) The Service Provider is prohibited from commencing the Services, unless the Client expressly waives their right to cancel.
- 6) To exercise the right to cancel, the Client
  - a) must inform the Service Provider with a clear and concise statement sent by post, fax or email (if using post it is recommended obtaining proof of posting);
  - b) may, but is not obliged to use the form in Schedule 2 of this Agreement for the purposes of giving notice of cancellation;
  - c) will be reimbursed all money paid (subject to paragraph 8) using the same method with which the payment was made within 14 days after the Service Provider receives the notice of cancellation.
- 7) Where the Client wishes the Services to be carried out within the Cooling Off Period, they shall inform the Service Provider by completing and signing the waiver included in the Order Form, or otherwise informing the Service Provider in a clear and concise statement delivered by post, fax or email.
- 8) If the Client waives the right to cancel and then subsequently cancels within the Cooling Off Period then the Service Provider may charge, and the Client is obliged to pay for the Services that were provided before the notice of cancellation is received (including the inspection fee in paragraph 20 and 31d). Any refund from money already paid shall be by the same method with which the payment was made within 14 days after receiving the Client's notice of cancellation.
- 9) The right to cancel will be lost when the Services are completed.

## **Orders**

- 10) An order can be made by the Client by completing an online or paper order form and submitting the relevant payment.
- 11) The Service Provider shall accept an order by way of an order confirmation delivered to the Client by email, unless a different method of delivery is agreed by the Parties.
- 12) Where a Client requires a Service that is not stated or priced on the Service Provider's current price list then the Client should contact the Service Provider to
  - a) Clarify that the service is available; and
  - b) Provide a cost for those services.

## **Sending Items**

- 13) The Client may choose to
  - a) Have their items collected and delivered from their address by courier; or
  - b) deliver the item(s) to a designated Drop-Off Point.
- 14) If the Client selects courier collection and delivery, the Client shall

- a) Attach a label or sticker to each Item (i.e. frame, seat unit, carrycot) in a prominent place with the Client's name, address and telephone number;
  - b) Prior to packaging take and save photographs of any Items.
  - c) Securely package the Items, preferably using bubble wrap and a suitable cardboard box;
  - d) Apply courier labels provided by the Service Provider to the outer of the labels;
  - e) Ensure someone is available at the location for collection during the allocated times;
- 15) If the Client delivers the Items to a designated Drop-Off Point, the Client shall
- a) Attach a label or sticker to each Item (i.e. frame, seat unit, carrycot) in a prominent place with the Client's name, address and telephone number;
  - b) Take and save photographs of any Item;
  - c) deliver the Item to the stated collection date in a collapsed state.

## Services

- 16) The Services to be provided under this Agreement are as detailed in the Order Form which may be
- a) Valeting;
  - b) Servicing (including repairs or replacement parts).
- 17) Where the Client selects the Valeting Services, the Service Provider shall clean the Item using natural cleaning products, details of which are available upon request.
- 18) Where the Client selects Servicing, the Service Provider shall check all movable parts of the Items for excessive wear and tear and replace any damaged, broken or worn parts.
- 19) No Services can be provided
- a) until The Service Provider has received a completed Order Form and payment; and
  - b) the 14 day Cooling Off Period has expired (except where the Client has waived the right to cancel).
- 20) Upon receipt of the items the Service Provider shall carry out an initial inspection of the items to assess whether the requested Services can be carried out given the age and condition of the items.
- 21) If during the initial inspection, Valeting or Servicing the Service Provider discovers damage that was not identified by the Client in the Order Form the Service Provider shall give notice to the Client along with a cost for repairs or replacements parts. The Client shall, within 3 days of receiving such notice inform the Service Provider that repairs or replacement parts are required.
- 22) In performing the Valeting and servicing, the Service Provider shall
- a) use reasonable skill and care in performing the Services;
  - b) provide all labour (including, employees, consultants, agents, freelance, sub-contractors), materials and equipment required or necessary to complete the Services and fulfil their contractual obligations;
  - c) inform the Client of any event, occurrence or situation that arises whilst performing the Services that was not known or foreseen when the Agreement was entered into that will or has the potential to materially affect any obligation or impede the ability to provide the Services in a timely manner, in order that any decision can be taken or remedial action sanctioned or rejected by the Client;
  - d) provide the Services in full compliance with all applicable Laws, Regulation, Orders, enactments, industry standards or requirements;
  - e) process the Client's personal information in full compliance with the Data Protection Act 1988 and shall not share, disclose, distribute or sell personal data unless it is

necessary to fulfil the contractual obligations under this Agreement; or it is required to do so by Law or by an order of a Court; or under the instruction or with the consent of the Client.

- 23) The Service Provider may subcontract any of its obligations under the Agreement to any third party however the Service Provider shall remain liable to the Client for the subcontracted obligations as if they were provided by the Service Provider themselves.
- 24) The Client
- a) Accepts that some very old, deep or stubborn stains and mould may
    - i) not be totally removable; or
    - ii) made worse; or
    - iii) be beyond the limitations of natural cleaning products.
  - b) Shall provide details of the nature or origin of a stain, where a stain is of unknown origin best efforts will be made to remove it; however the Server Provider cannot be held responsible for any worsening of the stain where the Client is unable to state the nature or origin of a stain.
  - c) Must keep the Service Provider up to date and must inform the Service Provider of any changes to the information already provided;
  - d) Shall disclose any contract, agreement, arrangement, understanding or product guarantee with any third party that may affect, limit or restrict the Service Providers ability or right to perform the Services.
  - e) Accepts that delivery of the Items after the Services are completed is dependent on third party couriers and the anticipated delivery date is only an estimate and time shall not be of essence.
- 25) At no time shall ownership of any Item(s) delivered to the Service Provider transfer to the Service Provider.
- 26) Where products are provided to repair or replace damaged or broken parts of the Item(s), ownership of the products shall be transferred from the Service Provider to the Client upon delivery.

#### **Delivery/Collection of Items after completion of Services**

- 27) Upon completion of the Services, the Service Provider shall provide the Client with notice containing confirmation that the Services are completed and the anticipated date that the Items shall be available from the Drop Off Point; or the anticipated date of delivery to the Client's address (whichever is appropriate).
- 28) In the event that the Client does not collect the Items from the Drop Off Point within 7 days of the Items being delivered to the Drop Off Point; then the Service Provider may charge a storage fee for the Items.
- 29) If the Client uses Services which include collection and delivery by courier at the Client's address and there is no person present at the estimated time of collection or delivery then the Service Provider shall be entitled to add any costs incurred to re-arrange collection or delivery. If the Service Provider receives any items back as undelivered then the Service Provider shall be entitled to charge a storage fee.
- 30) In the event that any items are not collected, or returned to the Service Provider and alternative delivery arrangements cannot be made, the Service Provider shall hold the Item(s) for a period of one month. If the Item(s) remains uncollected then the Service Provider reserves the right to resell the Item(s) to recover any losses, after the Service Provider has served notice of the intention to do so. In the event that the Item(s) are sold for

more than any outstanding fees and charges then the Service Provider shall refund the difference to the Client. In the event that the Client does not respond to notices of any refund due within 3 months then the Client will forfeit the refund and the Service Provider may donate the refund to a charity.

### **Fees and Charges**

- 31) In consideration for providing the Services, the Service Provider shall be entitled to charge, and the Client obliged to pay all fees and charges
  - a) Stated in the Order.
  - b) That are agreed after the Order has been completed for services that are agreed after the Order has been submitted.
  - c) That becomes necessary to recover any fees and charges that become due under this Agreement, including but not limited to administration charges, third party collection agents, legal fee and court costs.
  - d) An initial inspection fee of £35 may be charged if, following an initial inspection the Client wishes to cancel this Agreement after waiving their right to cancel, as this will constitute work carried out prior to cancellation.
  - e) Storage costs of
    - i) £10 per day in the event that the Client does not collect the Items from the Drop Off Point as a result of no storage space being available and the Drop Off Point cannot be used by another customer; or
    - ii) £1.00 per day in the event that the Items are returned to the Service Provider by the Courier following failed delivery, plus any additional costs for the rearranged or rescheduled delivery.
- 32) The Fees and charges that are known at the time of the Order being submitted are due and payable at the same time as the Order is made.
- 33) Any additional Fees and charges that are agreed or become due shall be invoiced to the Client and payable upon receipt of the invoice. Where additional services (including repairs or replacement parts) then the Service Provider may wait until payment is received before carrying out any additional services or ordering or fitting replacement parts.
- 34) Where fees and charges are subject to VAT then the VAT at the applicable rate shall be added to the fees and charges.
- 35) In the event that any fee or charge is not paid on or before the due date the Service Provider may –
  - a) Withhold or suspend providing Services.
  - b) Add interest at 8% above the Bank of England base rate.
  - c) Charge a fee equal to the cost of any additional administration in managing or recovering the fees due.

### **Termination**

- 36) This Agreement shall Terminate upon
  - a) The Client issuing a cancellation notice within the Cooling Off Period (where applicable);
  - b) Upon both Parties fully performing their obligations;
  - c) Upon the non-breaching Party serving a notice for any material breach of this Agreement that is not, or cannot be rectified and remedied within 7 days, unless a shorter period is provided for within this Agreement or the circumstances warrant a shorter period.
  - d) Should either Party become incapable of performing their obligations due to death, incapacity, bankruptcy, insolvency or winding up.

## **Effects of termination**

- 37) Both parties shall be relieved of their contractual obligations however termination shall not affect or reduce any accrued right, obligations or benefits up to the date of termination.
- 38) If Termination is as a result of a breach of this Agreement by the Client, all fees and charges that would have become due had the Agreement been fully performed shall become due immediately.
- 39) If Termination is as a result of a breach of this Agreement by the Service Provider, all fees and charges for Services that have provided up to the point of termination shall be payable and the Client shall receive a refund of all monies paid in advance for any undelivered Services.

## **Personal data**

- 40) The Client's details information, data and records that need to be kept for legal or accounting purposes will be processed and stored in compliance with the Data Protection Act 1998.

## **Complaints and disputes**

- 41) In the event that the Client is dissatisfied with any aspect of the Services they should raise the matter in writing with sufficient detail to enable the Service Provider to understand the issues in addition to the remedy being sought.
- 42) The Service Provider shall endeavour to respond to a complaint within 7 days, if the Service Provider needs more than 7 days to investigate the complaint, or to gather all the relevant information then they shall advise the Client when they anticipate providing a response, which shall not be more than 28 days.
- 43) Where a complaint is accepted, the Service Provider shall offer to put matters right by way of repeating all or part of the Services without charge or a reduction in the fees.
- 44) Where a complaint is rejected or the remedy required by the Client is excessive or unreasonable the Service Provider shall inform the Client within 7 days and include the reasons why that decision was made.
- 45) The Parties shall attempt in good faith to resolve any disputed matters by negotiation between themselves or their appointed representatives, however if a remedy or resolution cannot be agreed the Parties may agree to mediation or arbitration.

## **Liabilities and indemnities**

- 46) Nothing in this Agreement will limit or exclude the Service Provider's liability for death or personal injury resulting from negligence; for fraud or fraudulent misrepresentation; or in any other way that is not permitted under applicable law.
- 47) Subject to paragraph 46 the Service Provider shall not be liable under this Agreement, and the Client shall fully and unconditionally indemnify the Service Provider against all and every type of expenses, costs, losses or damages incurred, received or suffered whether in law, statute, equity, contract or tort resulting from -
  - a) Any errors, mistakes or incorrect information or detail provided by the Client;

- b) Any delay in the Client providing detail, information, instruction feedback which result in a delay in the Services being provided or delivered;
- c) Any changes or modifications to the Items or attempted remedy or repairs by the Client or any third party on their behalf;
- d) Anything that could not have been reasonably foreseen, predicted, avoided or prevented;
- e) Anything beyond the service Provider's reasonable control;
- f) conditions which do not arise as a result of a breach of a duty of care or negligence;
- g) Adverse weather, war, strikes, fires, floods, governmental restrictions, power failures, failure of suppliers or carriers.

## **Notices**

- 48) Any notices necessary or required under the provisions of this agreement shall be served by hand or by way of recorded delivery mail or courier service or electronic mail.
- 49) Notices shall be deemed to have been delivered immediately if by hand, upon signing if by recorded delivery or courier, or 1 hour after sending an electronic mail if the electronic mail has not been returned undelivered.

## **Law and jurisdiction**

- 50) This Agreement is available in the English language, where it is translated into any other language the English version shall always prevail.
- 51) Unless expressly stated a person or company who is not party to the Agreement shall not have any rights, benefits or obligations under this Guarantee or any part of it, under the Contract (Rights of Third Parties) Act 1999.
- 52) No forbearance, indulgence, relaxing, inaction or delay in either party enforcing performance, its contractual or legal rights shall prejudice, restrict or otherwise adversely affect the rights of that party to enforce its rights at a later date or later breach.
- 53) If any provision of this agreement is, or shall become invalid or unenforceable in the opinion of a court of Law it shall in no way affect or diminish the remainder of the agreement and it shall remain valid and enforceable to the fullest extent permitted by Law. Both parties shall seek and agree an alternative provision that is valid and enforceable and reflects the intent of the original term.
- 54) The validity, construction and performance of this agreement shall be governed by the Law and subject to the jurisdiction of the courts of England and Wales.