

## Damp Genius Ltd Terms and Conditions

### 1. These terms

**1.1 What these terms cover.** These are the terms and conditions on which we supply services to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### 2. Information about us and how to contact us

**2.1 Who we are.** We are Damp Genius Limited a company registered in England and Wales. Our company registration number is 12866003 and our registered office is at Suite 18, 15 Montpelier Road, Torquay, TQ1 1DL.

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 01803 262064 or by writing to us at [hello@dampgenius.co.uk](mailto:hello@dampgenius.co.uk) or the registered address above.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. Our contract with you

**3.1 How we will accept your order.** Our acceptance of your order will take place when you to accept it using our online form at [www.dampgenius.co.uk/accept-your-damp-genius-quote](http://www.dampgenius.co.uk/accept-your-damp-genius-quote) or by accepting the quotation in writing at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because a product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or services or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.4 We only sell to the UK.** Our brochure and marketing material is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

#### 4. Our products

**4.1 Products may vary slightly from their pictures.** The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may be minor variations and your installation and/or works may vary slightly from those images.

#### 5. Your rights to make changes

If you wish to make a change to the services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

#### 6. Our rights to make changes

**6.1 Minor changes to the works.** We may change the works:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address issues that arise on site as work progresses.

#### 7. Providing the services

**7.1 Delivery costs.** Any costs of delivery will be as notified to you before you place your order.

**7.2 When we will provide the services.** We will begin the services on the date set out in the order or on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.

**7.3 We are not responsible for delays outside our control.** If the work is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

**7.4 If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.

**7.5 What will happen if you do not give required information to us or take preparatory steps.** We may need certain information from you so that we can carry out our services to you or you to carry out some preparatory steps, for example,

complying with safety recommendations for the areas to be worked on, notifying adjacent owners and occupiers of the work and vibrations to party walls, notifying us of where pipes and services are located. If you do not give us this information or carry out these steps within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information or taking the preparatory steps we need within a reasonable time of us asking for it.

**7.6 Reasons we may suspend the supply of services to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the services as requested by you or notified by us to you (see clause 6).

**7.7 Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of the services, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than three months and we will refund any sums you have paid in advance in respect of the period after you end the contract.

**7.8 We may also suspend supply of the services if you do not pay.** If you do not pay us for the work when you are supposed to (see clause 11.2) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply. We will not suspend the supply where you dispute the unpaid invoice (see clause 11.5). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 11.4).

**8. Your rights to end the contract**

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the services re-performed or to get some or all of your money back), **see Error! Bookmark not defined. Error! Reference source not found.;**
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you have just changed your mind about the services, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.**

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
- (e) you have a legal right to end the contract because of something we have done wrong.

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products and services bought off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running; and
- (b) any products which become mixed inseparably with other items after their delivery.

**8.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **Have you bought goods?**, if so you have 14 days after the day you (or someone you nominate) receives the goods.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

**9. How to end the contract with us (including if you have changed your mind)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01803 262064 or email us at hello@dampgenius.co.uk Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Fill in the form at the end of this contract terms document and post it to us at the address on the form. Or simply write to us at Suite 18, 15 Montpelier Road, Torquay, TQ1 1DL, including details of what you bought, when you ordered or received it and your name and address.

**9.2 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

**9.4 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

**10. Our rights to end the contract**

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services; or
- (c) you do not, within a reasonable time, allow us access to your premises to supply the services.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 Summary of your legal rights.** We are under a legal duty to supply products and services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is services, for example, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time upfront, it must be carried out within a reasonable time.

## 11. Price and payment

**11.1 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**11.2 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**11.3 When you must pay and how you must pay.** We accept payment with Mastercard and Visa. When you must pay depends on what product you are buying:

- (a) For **services**, you must make an advance payment of 40% of the price of the services, before we start providing them. We will invoice you for the balance of the price of the services when we have completed them **OR** we will invoice you weekly in advance **OR** in arrear for the services until the services are completed. You must pay each invoice within the timeframe specified on the invoice and within 7 days of any date provided.

**11.4 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 10% a year above the base lending rate of The Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**11.5 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**12. Our responsibility for loss or damage suffered by you**

**12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights as summarised at clause 10.3.

**12.3 When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

**12.4 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**13. How we may use your personal information**

**13.1 How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at [www.dampgenius.co.uk/privacy-policy](http://www.dampgenius.co.uk/privacy-policy)

**14. Other important terms**

**14.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

**14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, you may transfer our guarantee to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by copies of property deeds or purchase records.

**14.3 Nobody else has any rights under this contract [(except someone you pass your guarantee on to)].** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2



in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**14.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

**14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

## **15. Surveys and Reports**

**15.1** The report will be prepared for the person to whom the report is addressed and contains our opinion of the visible and accessible conditions and state of the property or site inspected at the time of the survey with the relation to the purpose of the survey as stated on the report.

**15.2** Prior to your survey you must provide us with all information (and any related documentation) that might reasonably be considered to be relevant to the survey and / or report. If upon arrival the surveyor of the property or site does not consider it meets the description and / or information provided by you, we may suspend our services until such time as the scope and fee for the survey and report has been amended accordingly. You must secure any approval needed to grant us access to the property or site for the purpose of performing the survey; and move all furniture, furnishings, equipment and any other items blocking or restricting access to any part of the property or site which you wish us to inspect.

**15.3** At the time of the survey you must, unless otherwise agreed, ensure that our surveyor is afforded full access to the property or site as required.

**15.4** Our survey and the report are limited to those areas of the property or site that our surveyor can reasonably have been expected to have accessed at the time of the survey bearing in mind the state and condition of the property or site (including any safety risks) and the location of any furniture, furnishings, fittings or equipment at the property or site. Any parts of the property or site that were locked, obscured from view or otherwise not reasonably accessible at the time of the survey shall not be included in the scope of the survey or the report. Our surveyors will not be required to move any obstructions to inspect or to undertake any action which would risk damage to the Site or injury. In the case of timber surveys, any timbers exposed to the outside or any timbers not visible at the time shall not be included.



- 15.5** Surveys are a snapshot in time. We cannot comment or be held liable for site conditions/survey findings on any other day or time. Atmospheric conditions, weather and groundwater etc can all affect instrumental readings at different times.
- 15.6** If we discover or suspect the presence of asbestos (or any other hazardous substance) at the property or site we reserve the right to suspend the survey until such time as the hazardous material has been made safe. In such an event, we will stop the survey immediately, seal off the relevant area and discuss with you the next steps. Testing or removal costs of hazardous materials will be borne by you and Damp Genius do not accept any liability for these costs.



**Schedule 1      Model Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To Damp Genius Limited, Suite 18, 15 Montpelier Road, Torquay, TQ1 1DL

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods

[    ]/for the supply of the following service [    ]

Ordered on [    ]/received on [    ],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

