

# Services Terms and Conditions

Last updated on October 1 , 2020

## Important notice about your contract

1st Online Solutions Limited acts as an introductory agent for a range of service providers and is authorised by such service providers to enter into contracts with you on their behalf. 1st Online Solutions Limited will do this by taking your booking enquiry and allocating the booking to an appropriate service provider.

Once 1st Online Solutions Limited indicates acceptance of your booking request by sending you confirmation of the service provider, a contract will come into existence between you and the service provider on the terms set out below. Please note that your contract is with the service provider and not 1st Online Solutions Limited and responsibility for the provision of the services rests solely with the service provider.

Please read these terms and conditions carefully as they will be legally binding on you once you enter into a contract with a service provider. Your attention is drawn in particular to clause 10 (if you are a consumer) and clause 11 (if you are not a consumer), which set out the limitations on the service provider's liability to you. Additionally, please note that in case you have booked Storage Services, you should also pay particular attention to clause 19. (TERMS AND CONDITIONS OF THE STORAGE SERVICES).

## 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 **1st Online:** 1st Online Solutions Limited trading as "Fantastic Services", a company registered in England under registered company number 07082485 whose registered office is located at Second Floor, 98 Tooley Street, London SE1 2TH;

1.1.2. Cancellation Charge: a charge applied for cancellation of services with less than 48 hours' notice. The Cancellation Charge shall be calculated as follows:

1.1.2.1 subject to clause 1.1.2.4, for Regular Cleaning services, which were booked more than 48 hours before the appointment time of the service, shall be £10.00 /ten Great British Pounds/ if the service is cancelled with notice submitted less than 48 hours before the time the service was scheduled to be provided;

1.1.2.2 subject to clause 1.1.2.4, for all cleaning, maintenance, builders, repair and all other services, which were booked more than 48 hours before the appointment time of the service, the Cancellation Charge shall be the lower of £50.00 /fifty Great British Pounds/ or a sum equivalent to 50% of the price of the service, if the service is cancelled with notice provided less than 48 hours before the time the service was scheduled to be provided;

1.1.2.3 subject to clause 1.1.2.4, for all cleaning (including Regular Cleaning), maintenance, builders, repair and all other services, which were booked 48 hours or less than the appointment time of the service, the Cancellation Charge shall be a sum equivalent to 100% of the price of the service; and

1.1.2.4 for all cleaning (including Regular Cleaning), maintenance, builders, repair and all other services, which benefit from a voucher and/or discount and which were described to become non-cancelable, non-refundable, or subject to full price Cancellation Charge due to the applied voucher and/or discount, the Cancellation Charge shall be a sum equivalent to 100% of the price of the service, regardless of the time of cancellation.

1.1.3 **Consumer:** an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;

1.1.4 **Consumer Contracts Regulations:** the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (2013/3134), as may be amended from time to time;

1.1.5 **Customer Equipment:** all domestic cleaning materials and equipment required for the performance of cleaning services, including without limitation cleaning fluids and sprays, cloths and other applicators, brooms, mops, buckets, vacuum cleaners, ironing boards washing machines and other standard domestic cleaning appliances;

1.1.6 **Event Outside the Provider's Control:** is defined in clause 12.2;

1.1.7 **First Confirmation Email:** the email sent to you by 1st Online following your initial booking enquiry, attaching a copy of these Terms and setting out the details of the Services you have requested, the estimated timescales and costs involved and other key information relating to the provision of the Services;

1.1.8 **Materials:** means any materials, goods, parts or items the Provider needs to buy necessarily in order to perform the Services, as may be set out in the First Confirmation Email;

1.1.9 **Provider:** the Fantastic Services service provider allocated to provide the Services to you;

1.1.10 **Provider Equipment:** any cleaning materials and equipment to be provided by the Provider as specified in the First Confirmation Email;

1.1.11 **Second Confirmation Email:** the email sent to you by 1st Online confirming your booking and the identity of the Provider who will provide the Services;

1.1.12 **Services:** the services that the Provider is providing to you in accordance with your booking and as set out in the First Confirmation Email;

1.1.13 **Terms:** the terms and conditions set out in this document;

1.1.14 **VAT:** value added tax;

1.1.15 **Working Days:** Monday to Friday each week, excluding Bank Holidays.

## **2. YOUR CONTRACT WITH THE PROVIDER**

2.1 These Terms are the terms and conditions on which the Provider carries out the Services for you. Please ensure that you read them carefully.

2.2 If you are a Consumer, your contract with the Provider will be formed in the following way:

2.2.1 When you make a booking enquiry by telephone or email, or through the booking enquiry form on 1st Online's website or mobile app, you will be required to acknowledge that you have read and understood these Terms.

2.2.2 1st Online will then provide you with a non-binding estimate based on the information you have provided. If you choose to proceed with the booking, your request to provide the Services will constitute an offer.

2.2.3 1st Online will then send you the Confirmation Email to confirm your booking, setting out the price, provide details of the Provider who will perform the Services for you and other details of your booking and providing a copy of these Terms for your records. The Confirmation Email constitutes the acceptance of your offer. Your contract with the Provider will then come into force and these Terms will be binding.

2.2.4 As a Consumer, you have special rights under the Consumer Contracts Regulations to cancel your contract for any reason during a 14-day cancellation period. The cancellation period begins the day after the contract was made. Your cancellation rights under the Consumer Contracts Regulations are explained to you in more detail in clause 13.1

2.3 If you are a business customer, and not a Consumer, your contract with the Provider will be formed in the following way:

2.3.1 When you make a booking enquiry by telephone or through the booking enquiry form on 1st Online's website or mobile app, you will be required to acknowledge that you have read and understood these Terms.

2.3.2 1st Online will then provide a non-binding estimate based on the information you have provided. If you choose to proceed with the booking, your request to provide the Services will constitute an offer.

2.3.3 1st Online will, as agent, indicate its acceptance of your offer on behalf of the

Provider by sending you the First Confirmation Email confirming the price and other details of your booking and providing a copy of these Terms for you to retain for your records. At that point, your contract with the Provider will come into force and these Terms will be binding on you.

2.3.4 At any time up to the day before your appointment, 1st Online will send you the Second Confirmation Email to remind you about your booking and to confirm the details of the Provider who will perform the Services for you.

2.4 For the avoidance of doubt, 1st Online acts as an introductory agent for the Provider and is authorised by the Provider to enter into a contract with you on its behalf. Your contract is with the Provider and responsibility for the provision of the Services is the Provider's alone. You agree that 1st

Online takes no responsibility (directly or indirectly) and incurs no liability of any kind for the provision of the Services by the Provider.

2.5 If you are a Consumer and you are within the 14-day cancellation period (see clause 13.1), you may make a change to the booked Services without charge at any time prior to the start of the Services by contacting 1st Online. Please try to give at least 48 hours' notice, otherwise the Provider may not be able to accommodate the changes you wish to make. This might be the case, for example, if you require a cleaner for longer than you have booked for.

2.6 If you are not a Consumer, or you are a Consumer but the 14-day cancellation period has expired (see clause 13.1), you may make a change to the Services without charge up to 48 hours before the start date for the Services by contacting 1st Online. Where this means a change in the total price of the Services, 1st Online will notify you of the amended price in writing. You can choose to cancel the Services in accordance with clause 13 in these circumstances. If you change the date the cleaning services are to be performed without giving 48 hours' notice, this will be treated as a cancellation and in these circumstances you agree to pay the Cancellation Charge. If your change is a reduction in the amount of time a cleaner is required to spend at your property, you agree to pay the original price specified in the First Confirmation Email if you do not give at least 48 hours' notice of the change.

2.7 If you wish to cancel the Services, please see your right, and the procedure for doing so, in clause 13.

2.8 1st Online shall have no obligation to provide an estimate and may withdraw any estimate at any time prior to sending the Second Confirmation Email. Any estimate shall be deemed reasonable sum to cover any extra work that is required. Any additional charges will be agreed with you in advance. withdraw by 1st Online if the Services to which the estimate relates are not booked within 28 days of receipt of the estimate.

### **3. PROVIDING SERVICES**

3.1 The Provider will supply the Services to you.

3.2 The Provider will make every effort to provide the Services in accordance with the timescales set out in the First Confirmation Email. However, there may be delays due to an Event Outside the Provider's Control. See clause 12 for the Provider's responsibilities when an Event Outside the Provider's Control happens.

3.3 The Provider will provide any Provider Equipment set out in the First Confirmation Email and ensure that it is in good working order.

3.4 The Provider will provide the Materials set out in the First Confirmation Email and any additional Materials in accordance with clause 8.

3.5 The Provider will provide you with the Services:

3.5.1 using reasonable care and skill;

3.5.2 in compliance with commonly accepted practices and standards in the relevant industry or trade; and

3.5.3 in compliance with all applicable laws and regulations (including employment laws) in force at the time of providing the Services.

3.6 The Provider may take photographs and/or video and/or audio recordings before, during and/or after the provision of the services for quality control purposes and/or if in their absolute discretion the Provider believes that there may be a factor which may obstruct or affect the provision of the services or might hinder with the quality of the services.

3.7 The Provider may sub-contract or delegate some or all of the performance of the Services, but it will still continue to be responsible for the performance of the Services and its obligations under the contract.

3.8 In the case of regular services, the Provider does not guarantee that the Services will always be performed by the same individual(s), as the availability of any individual will fluctuate from time to time and an individual may cease to be available altogether at any time. The Provider shall be under no obligation to comply with any request to allocate any particular individual(s) to perform the Services.

3.9 During the provision of the Services to you by the Provider, the Provider and 1st Online shall each maintain in force, with a reputable insurance company:

3.9.1 public liability insurance in an amount not less than £1,000,000 and

3.9.2 employer's liability insurance (if applicable) in an amount not less than £5,000,000.

#### **4. YOUR OBLIGATIONS**

4.1 You will provide, on request, any information that the Provider reasonably requires to enable the Provider to provide the Services, for example, information relating to the size, measurements or layout of or access to your property. 1st Online will contact you about this. If any information you provide is incomplete or incorrect, the Provider may make an additional charge of a

4.2 If the Services are cleaning services, you will provide a list of cleaning tasks you require to be carried out, either to 1st Online at the time of your initial booking enquiry or to the Provider on its arrival at your property. You will also provide full details of any items which require specialist or non-standard care or cleaning products at the time of the original booking enquiry. The Provider shall be under no obligation to provide such specialist or non-standard care or cleaning products unless expressly agreed at the time you make the booking.

4.3 If the Services relate to the removal of waste or rubbish, you will clearly identify the area to be cleared or provide a list of specific items to be removed and/or photographs showing such area or items. Items cannot be retrieved once they have been removed. Therefore, if there are any items which are not to be removed, you must identify these clearly to 1st Online when you make your booking enquiry or to the Provider on arrival at your property. The Provider shall not be responsible for the loss of any items which have been removed in error if you have failed to identify them.

4.4 If the Services relate to pest control, the Provider will provide you with clear instructions on what needs to be done by you prior to and after the Provider carries out the Service. You must comply with the Provider's instructions, otherwise the Provider may be unable to carry out the Service at the appointed time. The instructions may require you to vacate your property temporarily during and following the completion of the Service and the Provider will not be responsible for your failure to comply with those instructions.

4.5 Where performance of the Services requires access to your property, you will allow the Provider to gain access to your property at the agreed dates and times when the Provider will perform the Services. If keys are provided, they must open and close all locks without special effort or skill. If the property is protected by an alarm, you must provide full details of how to disable and reset it. You agree to notify 1st

Online if you provide the Provider with keys to your property. If you require the return of any keys on completion or cancellation of the Services, you must give reasonable notice of this request to 1st Online or the Provider prior to completion or cancellation. If you fail to give such notice, you will have the option either to collect the keys from 1st Online's or the Provider's office (as applicable) or to make arrangements with 1st Online for the return of the keys by unregistered first class post for a fee of £10 to cover postage and administration.

4.6 You will be responsible (at your own cost) for providing a running water supply and electricity from normal 220/240 volt 3-pin sockets at the property where the Services are to be carried out. You will also allow the Provider to use your toilet and washing facilities.

4.7 You will be responsible (at your own cost) for obtaining all necessary planning, landlord or other consents, permissions and approvals before the Provider starts performing the Services and shall provide a copy to the Provider if reasonably requested to do so.

4.8 You will be responsible (at your own cost) for preparing your property for the supply of the Services including, where necessary, making safe any appliances or equipment at the property (such as Aga ovens) and removing (if you are able to) any items from the areas in the property where the Provider will be performing the Services by the date or time when the Provider is due to start performing the Services.

4.9 You will be responsible (at your own cost) for covering any items, furniture or fixtures or fittings which you will not be moving from the areas at the property where the Provider will be working in order to protect them from dust or dirt. You will also be responsible for securing or removing any valuables, breakables or sentimental items prior to the start of the Services.

4.10 You will be responsible (at your own cost) for providing or arranging a suitable car parking space (and visitor parking permit, if required) for the Provider's vehicles within close proximity to the property and for paying any congestion charge payable by the Provider in connection with the provision of the Services to you.

4.11 Where the provision of the Services cannot be completed in a single day, you will allow the Provider to leave its tools and any Materials at your property overnight or at any other times when it is not performing the Services.

4.12 You will be responsible (at your own cost) for providing the Customer Equipment and ensuring that it is safe and in good working order.

4.13 You must inform 1st Online prior to the start of the Services if there will be any animals present at your property whilst the Provider is on site and to ensure (at your own cost) that such animals are adequately secured and cared for. You must ensure that there are no unaccompanied children at the property whilst the Provider is on site. Under no circumstances shall the Provider accept any responsibility for the care of any children or animals at the property.

4.14 You will be responsible (at your own cost) for arranging any transportation which may be necessary for yourself and any other person in your care during the provision of the Services. For the avoidance of doubt, the Provider shall under no circumstances transport you or any other person between properties during any removal services.

4.15 You will ensure that you have adequate buildings and contents insurance and occupier's liability insurance in place and will provide a copy to the Provider if reasonably requested to do so.

4.16 Unless agreed otherwise in writing, you will be solely responsible for the removal of all waste materials from your property following completion of the Services.

4.17 If you do not comply with or fulfil your obligations under this clause 4, the Provider may be prevented from performing the Services. If so, such failure will constitute an Event Outside the Provider's Control and entitle the Provider to suspend the Services in accordance with clause 12 or cancel them in accordance with clause 14. If the Provider is prevented from performing the Services at the time agreed, or at all, as a result of your failure to fulfil your obligations under this clause 4, you agree to pay the Cancellation Charge (subject to any cancellation rights you may have as a Consumer under clause 13.1).

## **5. SITE VISITS**

5.1 Some of the services the Provider offers may require a site visit to be carried out prior to the provision of such services. Services which might require a site visit include removal services, landscaping and gardening services, building services, handyman services, pest control services and waste collection services, but a site visit may also be necessary for other services depending on the information you provide at the time of making a booking.

5.2 If such a site visit is required, 1st Online will let you know when you make a booking and will arrange a mutually convenient time for the Provider to visit your property or other location where the Services are to be performed.

5.3 If a site visit is required, a fee will be payable at the time of making the booking to cover the Provider's expenses of carrying out the site visit. The fee will be between £1ti and £65 plus VAT, depending on the Service required, and this will be agreed with you at the time of booking the site visit.

5.4 A site visit may be undertaken on the same day as the Services are to be carried out, but in any case, the site visit shall constitute a Service, separate from the Services to which the site visit relates. If the Provider attends your property to undertake the site visit at the agreed time and date but is unable to gain access, or you cancel the Services after the Provider's arrival, then in accordance with clause 13.1.7 the Provider shall be entitled to retain a reasonable proportion of the site visit fee to cover the Provider's expenses for having attended your property.

5.5 If you are a Consumer and you require the Services to be carried out during the 14-day cancellation period (see clause 13.1), then during the site visit the Provider may require you to sign a written request to start work during this period. If you do not sign the written request, the Provider will not be able to provide the Services until the end of the cancellation period, to give you the opportunity to change your mind. In these circumstances, your appointment will need to be rescheduled.

## **6. CHANGES TO THESE TERMS**

6.1 These Terms may be amended by 1st Online from time to time in its sole discretion. By way of example only, this may be necessary to:



6.1.1 reflect changes in how the Provider accepts payment from you;

6.1.2 reflect operational changes to the provision of the Services;

6.1.3 correct an obvious error;

6.1.4 reflect changes in rates and/or prices as permitted by clause 9.11; and

6.1.5 comply with changes in relevant laws and regulatory requirements.

6.2 If these Terms need to be amended by 1st Online for any reason, 1st Online will give you notice of any changes before they take effect. If you object to the changes, you can choose to cancel the Services in accordance with clause 13.

6.3 Except as set out in this clause 6, no change to these Terms shall be effective unless it is in agreed in writing by 1st Online in advance.

## **7. IF THERE IS A PROBLEM WITH THE SERVICES**

7.1. In the unlikely event that the Services have not been provided in accordance with the contract or to a reasonable satisfaction:

7.1.1. please contact 1st Online and explain the problem in writing (via letter or email) as soon as reasonably possible and in any case within the period of 72 hours of the completion of the Service;

7.1.2. due to the nature of the services, all services shall be deemed to have been performed in accordance with the contract and to reasonable satisfaction, unless you notify us within 72 hours of completion of the Service; and

7.1.3. the Provider will use every effort to correct, repair or fix defects as soon as reasonably practicable if such problems or defects are found to have been caused by the Provider. You will not have to pay for the Provider to correct, repair or fix a defect with the Services under this clause 7.1. If it is impossible for the Provider to remedy the problem, or the Provider fails to put things right within a reasonable time, then you will be entitled to a reasonable reduction in the price of the Services.

7.2. For the avoidance of doubt, the Provider and/or 1st Online shall have no responsibility or liability under clause 7.1 in relation to any of the following:

7.2.1 your failure to notify 1st Online of any defect with the Services within the period 72 hours of completion of the Service;

7.2.2. disruption to the Services or damage to your property or belongings caused by third parties who are present on site during the performance of the Services by the Provider;

7.2.3. damage or defects caused by your negligence, willful act or faulty workmanship, or that of any third party engaged or authorised by you to carry out any work for you;

7.2.4. damage to your garden and/or any vegetation on your property where the Provider has followed your instructions regarding the care and treatment of such garden and/or vegetation;

7.2.5. damage to your property caused by waste left behind following completion of the Services, save where the same has been caused by the Provider's negligence or failure to exercise reasonable care and skill;

7.2.6. damage to items which require specialist or non-standard care or cleaning products where the Provider's attention has not be specifically drawn to such requirements or where the Provider has followed incorrect care instructions provided by you;

7.2.7. pre-existing wear and tear, damage, defects or faults in your property, its contents or your belongings;

7.2.8. stains, burns, ingrained dirt and other marks which cannot be removed with industry standard cleaning methods and materials;

7.2.9. shrinkage of carpets where such shrinkage is caused by the poor fitting of such carpets;

7.2.10. your failure to allow carpets to dry adequately before replacing furniture;

7.2.11. wear or discolouration of fabric which becomes more apparent as a result of cleaning;

7.2.12. in the case of a gutter cleaning or repair service, any new blockage or damage which may arise following the service unless it has been caused by the Provider or the Provider's failure to carry out the work correctly;

7.2.13. damage to the property, its contents or your belongings caused by faulty or defective products, materials and equipment provided by you and used by the Provider in the performance of the Services;

7.2.14. non-completion of any tasks not specifically set out in the First Confirmation Email or otherwise notified to 1st Online by you in writing, and accepted by 1st Online in writing, prior to the start of the Services;

7.2.15. the Provider's failure to complete all or part of the Services where such failure is caused by your failure to provide adequate supplies of the Customer Equipment;

7.2.16. the Provider's failure to complete all or part of the Services where such failure is caused by your failure to book the Provider for the recommended number of hours or where you require the Provider to carry out additional tasks over and above what was originally booked; and

7.2.17. the quality of "end of tenancy" or "after builders" cleaning services where such services are carried out by the Provider whilst the property is still occupied by tenants, builders or other third parties.

7.3. Where you report a problem, it may be necessary for 1st Online to arrange a site inspection by one of its customer care representatives. In this event, you agree that the representative shall be entitled to take photographs of any damage to your property or possessions for the purpose of producing his or her report and resolving the issue.

7.4. Where you report a problem, it may be necessary for 1st Online to share information with our insurers in an event of a report and/or claim made to our insurers or the insurers of our partners.

7.5. If you are a Consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials used to provide the Services are faulty or not as described. Advice about

your legal rights is available from your local Citizen's Advice Bureau ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)). Nothing in these Terms will affect these legal rights.

## **8. MATERIALS**

8.1 At the time the Provider performs the Services, it may not have all the Materials it needs to perform the Services. This may be for a number of reasons such as:

8.1.1 the need for the particular Materials may only be revealed when the Provider starts performing the Services; or

8.1.2 the condition of an item or the area which is the subject of the Services may only become apparent when the Provider starts performing the Services and it was not reasonably possible to establish it until that point.

8.2 In such cases the Provider may need to purchase Materials. If the Materials are available from a local supplier then the Provider will travel to the supplier and purchase the Materials and return to continue performing the Services. The Provider normally charges for the travel time at its standard charging rate, as may be notified to you from time to time. If you are a Consumer, any additional charges will be agreed with you in advance. If you are not a Consumer, the Provider will seek your prior consent to any additional charges if the travel time is likely to be more than an hour.

8.3 If the Materials are not available from a local supplier, the Provider normally orders the Materials and returns on another occasion to continue to perform the Services. The Provider will not charge you for any time spent in obtaining Materials if it has bought or ordered the wrong Materials. In such circumstances it will normally charge for the time spent in making telephone calls to suppliers or its office to locate the required Materials. If you are a Consumer, any additional charges will be agreed with you in advance.

8.4 Where the Provider needs to buy Materials in order to perform the Services, you will pay for them in accordance with the payment terms set out in the First Confirmation Email. If the Provider needs to purchase additional materials which are not already set out in the First Confirmation Email, it will agree this with you in advance and will either require you to pay for them at the time it needs to buy them or, at its option, arrange for 1st Online to invoice you for the additional materials, in which case payment will be due within seven days of the date of the invoice. Until the Materials have been paid for in full (including any applicable delivery charges notified to you), the Provider shall own the Materials.

8.5 Where the Provider purchases Materials, you will examine them as soon as you reasonably can after delivery and/or installation.

8.6 Some materials, when they are manufactured or made, have inherent imperfections or variations. The Provider will not be in breach of its obligations to provide you with goods which are of satisfactory quality, or comply with any description or that are fit for their purpose where there is an inherent imperfection or variation caused by or due to their making or manufacture or construction.

8.7 Any Materials purchased or used in performing the Services will be new and of satisfactory quality and fit for the purpose of being used in connection with the type of services being provided. 8.8 If you wish to

supply any materials or goods, then the Provider will not be liable as regards whether they are of satisfactory quality or fit for the purpose for which they are to be used.

8.9 If you have any particular or special purpose for, or for the use of, the Materials please let the Provider know before it starts using the Materials. Preferably you should let the Provider know about such purpose in writing.

8.10 If the amount of Materials the Provider uses is less than the amount originally specified, on completion of the Services the Provider will leave the excess Materials at the property. If you wish the Provider to remove these excess Materials please let the Provider know. The Provider will need at least two Working Days before the date of the completion of the Services if the Provider is to remove them.

## **9. PRICE AND PAYMENT**

9.1 The price for the Services (and any Provider Equipment) will be as agreed and confirmed in the First Confirmation Email (save in the case of obvious error). The price for many of the Services will be calculated according to the amount of time that the Provider will need to spend in performing the Services. In this case, the Provider charges for each period and/or part period of 60 minutes spent in providing the Services. For other Services, the rate is calculated on a different basis, for example by weight in relation to waste removal. The applicable rates for performing the Services will be notified to you when you make your booking and will be confirmed in the First Confirmation Email.

9.2 A separate call-out charge may be applicable in the case of certain Services, such as building, handyman or pest control Services. If a call-out charge applies, this will be made clear in the estimate provided to you at the time of making your booking. If the Provider attends your property to carry out the Services at the agreed time and date, but is unable to gain access or you cancel the Services after the Provider's arrival, then in accordance with clause 13.1.7 the Provider shall be entitled to retain any call-out charge to cover the Provider's travel and other expenses incurred as a result of having attended your property.

9.3 The price for any Materials will be as agreed and confirmed in the First Confirmation Email (save in the case of obvious error) or as agreed with you in accordance with clause 8.

9.4 1st Online has no control over Providers' rates, which may fluctuate from time to time to reflect changes in underlying costs and other factors such as inflation. Where the price indicated to you in the First Confirmation Email is different from the price that the relevant Provider will charge for the relevant Services, 1st Online will contact you to notify you of the revised price. If the revised price is not acceptable to you, you are free to cancel your booking without any liability.

9.5 All payments to be made by post, over the telephone or through 1st Online's website or mobile app must be paid to 1st Online by cheque, credit/debit card, standing order or bank transfer (as applicable) and shall be received by 1st Online on behalf of the Provider. Where payment is to be made by standing order, all standing orders must be set up at least three days prior to the start of the Services and you agree to notify 1st Online when the standing order is in place. If you choose to pay for the Services by credit/debit card, you will be asked to provide your card details at the time of making the booking and the payment may be processed immediately and/or at any time before the Services. Payments made via 1st Online's website or mobile app will be processed by one of 1st Online's third-party payment processing partners, Stripe, Braintree or PayPal (as applicable). If you are granted a credit account, you shall pay for the Services in accordance with the terms of the credit account.

9.6 No payments in person and/or in cash will be accepted by the Provider or by 1st Online.

9.7 If any portion of the price payable by you is due and payable only following completion of snagging work (for example in relation to handyman or building Services), then that portion shall become due and payable immediately on the earlier of: (i) completion of such snagging work to your reasonable satisfaction, or (ii) if no snagging work is required by you or you do not provide access to your premises to allow the Provider to carry out the snagging work, within 14 days of completion of the original work to which the snagging relates.

9.8 There can be times when the Provider may need to charge you a higher amount than agreed. This can occur for a number of reasons, in particular where:

9.8.1 what you require the Provider to do changes, or the amount of work or Services you require the Provider to provide increases or is different to what was agreed before the Provider started performing the Services; or

9.8.2 when the Provider starts performing the Services it becomes apparent that the amount of Services the Provider will need to perform or the type of work that is involved is different to what was agreed before the Provider started performing the Services and which the Provider could not reasonably have foreseen before the Provider started performing the Services.

9.9 Where the Provider needs to charge you a higher amount than agreed (as set out in clause 9.8) then the Provider will seek your approval to the extra amount that you will need to pay before continuing to provide the Services.

9.10 The rates and/or prices may change at any time, but such changes shall only affect the price of the Services as set out in clause 9.11.

9.11 The rates and/or the prices of the Services may be adjusted at any time to reflect increases or decreases in the Provider's costs, including the cost of raw materials, and increases in the Consumer Price Index during the previous year. 1st Online shall give you prior notice in writing of proposed changes. Any changes to the rates and/or prices will not affect any one-off Services booked prior to the date that the change in the rates and/or prices is due to take effect.

9.12 The rates and prices include VAT, where applicable. Where VAT is payable by you, if the rate of VAT changes between the date of the First Confirmation Email and the date of performance of the Services, the rate of VAT that you pay will be adjusted, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

9.13 You may be asked to make an advance or immediate payment of the price of the Services and, if applicable, the Provider Equipment and/or any Materials. If an advance payment is required, this you will be duly informed and you must make such payment in accordance with the terms specified in the First Confirmation Email which will specify the sum due, the required method of payment and the deadline for payment. Your rights to a reimbursement of any advance payment on cancellation are set out in clause 13.

9.14 The Provider will invoice you for the balance of the Services and, if applicable, the Provider Equipment and/or Materials (or the balances thereof, as the case may be) on or at any time after completion of the Services. You must pay each invoice in cleared funds by the due date specified in the First Confirmation Email or the invoice, as applicable. Where the First Confirmation Email and the invoice are silent as regards the due date for payment, payment shall be due within 21 days following the date of the invoice. If you have chosen to pay by credit and/or debit card, the payment may be processed immediately upon You booking the service.

9.15 If you do not pay for the Services when you are supposed to as set out in clauses 9.13 and 9.14, the Provider may void your booking for the Services or suspend the Services with immediate effect until you have paid the outstanding amounts (except where you dispute an invoice under clause 9.18). 1st Online will contact you to tell you this. This does not affect the Provider's right to charge you interest under clause 9.16.

9.16 If you do not make any payment due by the due date for payment, the Provider may charge interest to you on the overdue amount from the due date for payment at either (i) the rate of 3% a year above the base lending rate of Barclays Bank Plc from time to time if you are a Consumer, or (ii) at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 if you are not a Consumer. 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 interest together with any overdue amount on demand.

9.17 If you do not make any payment by the due date for payment, you agree that the Provider may process the payment of the outstanding amount at any time on or after the due date using the bank card details you provided at the time of making the booking. Such payment may include any interest due under clause 9.16 calculated up to and including the date of the payment.

9.18 However, if you dispute an invoice in good faith and contact 1st Online to let it know promptly after you have received an invoice that you dispute it, clauses 9.16 and 9.17 will not apply for the period of the dispute.

9.19 This clause 9 shall survive termination or expiry of the contract.

## **10. THE PROVIDER'S LIABILITY TO CONSUMERS**

10.1 This clause 10 applies to you only if you are a Consumer.

10.2 If the Provider fails to comply with these Terms, the Provider is responsible for loss or damage you suffer that is a foreseeable result of its failure to comply with these Terms or its negligence, but the Provider is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Provider's breach or if it was contemplated at the time the contract was entered into.

10.3 If the Provider is providing Services in your property, the Provider will make good any damage to your property caused by it in the course of installation or performance. However, the Provider is not responsible for the cost of repairing any pre-existing faults or damage to your property that it discovers in the course of installation and/or performance by it.

10.4 The Provider only supplies the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose, the Provider will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.5 Subject to clause 10.6, the Provider's total financial liability to you in respect of all direct, indirect and consequential losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the lower of £5,000 and the amount paid or payable to the Provider by you under the contract in the 12 months preceding the date of any claim against the Provider by you.

10.6 The Provider does not exclude or limit in any way its liability for:

10.6.1 death or personal injury caused by its negligence or the negligence of its employees, agents, representatives or sub-contractors;

10.6.2 fraud or fraudulent misrepresentation;

10.6.3 breach of the terms implied by sections 49, 50, 51 and 52 of the Consumer Rights Act 2015;

10.6.4 breach of the terms implied by sections 2, 3, 4 and 5 of the Supply of Goods and Services Act 1982;

10.6.5 defective products under the Consumer Protection Act 1987; and

10.6.6 any other liability that cannot be excluded or limited by English law.

10.7 The Provider may supply goods to you in connection with the Services. If you are a Consumer, you have legal rights in relation to goods that are faulty or not as described. The Provider is under a legal duty to supply goods that are in conformity with the contract. Advice about your legal rights is available from your local Citizen's Advice Bureau ([www.adviceguide.org.uk](http://www.adviceguide.org.uk)) or Trading Standards office ([www.gov.uk/find-local-trading-standards-office](http://www.gov.uk/find-local-trading-standards-office)). Nothing in these Terms will affect these legal rights.

10.8 This clause 10 shall survive termination or expiry of the contract.

## **11. THE PROVIDER'S LIABILITY TO NON-CONSUMERS**

11.1 This clause 11 applies to you only if you are not a Consumer.

11.2 Nothing in these Terms shall limit or exclude the Provider's liability for:

11.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents, representatives or sub-contractors;

11.2.2 fraud or fraudulent misrepresentation;

11.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

11.2.4 any other liability that cannot be excluded or limited by English law.

11.3 Subject to clause 11.2:

11.3.1 the Provider shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, sales, business or revenues, loss of business opportunity, loss of goodwill, loss of anticipated savings, loss of or corruption to data, or any indirect or consequential loss arising under or in connection with the contract; and

11.3.2 the Provider's total financial liability to you in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the lower of £5,000 and the amount paid or payable to the Provider by you under the contract in the 12 months preceding the date of any claim against the Provider by you.

11.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.

11.5 This clause 11 shall survive termination or expiry of the contract.

## **12. EVENTS OUTSIDE THE PROVIDER'S CONTROL**

12.1 The Provider will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these Terms that is caused by an Event Outside the Provider's Control.

12.2 An Event Outside the Provider's Control means any act, event or situation beyond its reasonable control. The following are examples of acts, events or situations which are not within the Provider's reasonable control:

12.2.1 where weather conditions make it impossible or unsafe for the Provider to perform any of the Services;

12.2.2 where the condition or state of your property makes it unsafe for the Provider to perform any of the Services;

12.2.3 where you have not fulfilled your obligations under clause 4, with the result that the Provider is unable to provide all or part of the Services at the agreed time or at all. In this event, you agree to pay the Cancellation Charge (subject to any cancellation rights you may have as a Consumer under clause 13.1). Examples of where your failure to fulfil your obligations under clause 4 may result in the Provider being unable to provide the Services include without limitation:

12.2.3.1 where the Provider is unable to gain access to your property at the dates and/or times agreed; and

12.2.3.2 where you have failed to adequately prepare your property for the provision of the Services, for example, by failing to remove your belongings from the property (or from the areas of it) where the Services are to be carried out;



12.2.4 where the Provider encounters unforeseen technical problems or you make a change in the Services you wish the Provider to perform (and this results in, for example, the Provider having to do further work or wait for new or different Materials);

12.2.5 where the Provider is instructed or informed that the Services it is performing are not in accordance with statutory or regulatory requirements or are in breach of planning consents or environmental or conservation requirements;

12.2.6 if any Materials are not delivered on the date or at the time agreed with the supplier of such Materials (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

12.2.7 where the Provider has to wait for other providers of services (who have been engaged by you) to complete their work before the Provider is able to perform the Services (or the relevant part of the Services is dependent on the other provider if ordered at short notice);

12.2.8 for some other unforeseen or unavoidable event or situation which is beyond the Provider's control, including but not limited to strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic, any restrictions related to epidemics, pandemics or public health safety, or other natural disaster, or failure of public or private utilities or telecommunications networks.

12.3 Where one of these occurs the Provider will normally attempt to recommence performing the Services as soon as the situation which has stopped it performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before the Provider can start or continue performing the Services.

12.4 If an Event Outside the Provider's Control takes place that affects the performance of the Provider's obligations under these Terms:

12.4.1 the Provider or 1st Online will contact you as soon as reasonably possible to notify you; and

12.4.2 the Provider's obligations under these Terms will be suspended and the time for performance of the Provider's obligations will be extended for the duration of the Event Outside the Provider's Control. Where the Event Outside the Provider's Control affects the performance of Services to you, the Provider will restart the Services as soon as reasonably possible after the Event Outside the Provider's Control is over.

12.5 You may cancel the Services if an Event Outside the Provider's Control takes place and affects the provision of the Service for more than 6 weeks of the initial date of the booking for the Service. Please see your cancellation rights under clause 13.

12.6 The Provider will only cancel the contract if the Event Outside the Provider's Control affects the provision of the Service for more than 6 weeks of the initial date of the booking for the Service, in accordance with its cancellation rights in clause 14.

### 13. YOUR RIGHTS TO CANCEL AND APPLICABLE REIMBURSEMENT

13.1 If you are a Consumer, then in accordance with the Consumer Contracts Regulations:

13.1.1 You have the right to cancel your contract within 14 days without giving any reason.

13.1.2 The cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. the date on which you receive the Confirmation Email confirming the details of your Provider).

(a) To exercise the right to cancel, you must inform 1st Online of your decision to cancel the contract by a clear statement (such as a letter sent by post or email or a telephone call). You may use the Cancellation Form in the Schedule to these Terms, but it is not obligatory. You can also electronically fill in and submit the Cancellation Form or any other clear statement on the 1st Online website (<https://www.fantasticservices.com>). If you use this option, 1st Online will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by email) without delay. Please use the following contact details for all cancellations:

Address: Second Floor, 98 Tooley Street, London SE1 2TH

Telephone: 020 3746 6919

Email: [customerservice@fantasticservices.com](mailto:customerservice@fantasticservices.com)

13.1.3 To meet the cancellation deadline, it is sufficient for you to send 1st Online your cancellation before the cancellation period has expired.

13.1.4 If you cancel your contract before the Services begin, subject to the terms and conditions applicable to you, the Provider (or 1st Online on behalf of the Provider) will reimburse to you all payments received from you in, subject to the Provider's absolute discretion, cleared funds or credit which may be used to book another service.

13.1.5 The Provider will make the reimbursement without undue delay, and not later than 20 business days after the day on which the Provider or 1st Online is informed about your decision to cancel your contract.

13.1.6 In an event the reimbursement is made in cleared funds, the Provider (or 1st Online on behalf of the Provider) will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

13.1.7 If you made a request for the performance of the Services to begin during the cancellation period, you acknowledge that you shall pay 1st Online or the Provider, as applicable, an amount which is in proportion to what has been performed up to the time you communicated your decision to cancel. For the avoidance of doubt, this may include a proportion of any site visit fee payable under clause 5 or any callout charge payable under clause 9.2.

13.1.8 If you made a request for the performance of the Services to begin during the cancellation period, you acknowledge that you will lose the right to cancel your contract once the Services have been completed and in these circumstances, you will be required to pay for the Services in full.

13.2 If clause 13.1 does not apply to you, because you are not a Consumer or you are a Consumer but the 14-day cancellation period has expired, the remaining provisions of this clause 13.2 will apply to you if you cancel your contract with the Provider:

13.2.1 Before the Provider begins to provide the Services, you have the following rights to cancel the Services (including where you choose to cancel because the Provider is affected by an Event Outside the Provider's Control or if the Terms are changed under clause 6.1 to your material disadvantage):

13.2.1.1 You may cancel the Services without charge up to 48 hours before the start date for the Services by contacting the Provider or 1st Online. The Provider or 1st Online will confirm your cancellation in writing to you. If you do not give at least 48 hours' notice of cancellation, you agree to pay the Cancellation Charge.

13.2.1.2 If you cancel the Services under clause 13.2.1.1 and you have made any payment in advance for Services that have not been provided to you, these amounts will be reimbursed to you in, subject to the Provider's absolute discretion, clear funds or credit (less the Cancellation Charge, if applicable under clause 13.2.1.1).

13.2.1.3 However, if you cancel the Services under clause 13.2.1.1 and the Provider has already started work in relation to the Services by that time, you will pay the Provider any costs the Provider has reasonably incurred in starting to fulfil the Services (in addition to the Cancellation Charge, if applicable under clause 13.2.1.1), and this charge will be deducted from any reimbursement that is due to you or, if no reimbursement is due to you, invoiced to you. The Provider or 1st Online will tell you what these costs are when you contact it. However, where you have cancelled the Services because of the Provider's failure to comply with these Terms (except where the Provider has been affected by an Event Outside the Provider's Control), you do not have to make any payment to the Provider.

13.2.2 In the case of Services which are provided on a regular or periodic basis (such as weekly domestic cleaning or gardening), you may cancel the Services without charge at any time after the Provider has begun to provide the Services to you by providing 1st Online with written notice at least seven days' before the next date on which the Services are due to be provided. Any advance payment you have made for Services that have not been provided will be reimbursed to you, provided that if you give less than seven days' notice of cancellation, you agree to pay the Cancellation Charge.

13.2.3 In the case of Services which involve a one-off task to be carried out over more than one day (such as garden landscaping or decorating services), you may cancel the Services at any time after the Provider has begun to provide the Services to you by contacting 1st Online. Any advance payment you have made for Services that have not been provided will be reimbursed to you, but you will be required to pay for the Services provided up to the point when you cancelled the Services in addition to any sums payable in accordance with clause 13.2.5. The sums payable under this clause 13.2.3 will be deducted from any reimbursement that is due to you or, if no reimbursement is due to you, invoiced to you. The Provider or 1st Online will tell you what these costs are when you contact it.

13.2.4 In the case of all Services, once the Provider has begun to provide the Services to you, you may cancel the Services with immediate effect without charge by giving 1st Online written notice if:

13.2.4.1 the Provider breaches any of the terms in these Terms in any material way and does not correct or fix the situation within seven days of you notifying 1st Online of the problem;

13.2.4.2 the Terms are changed under clause 6.1 to your material disadvantage;

13.2.4.3 the Provider is affected by an Event Outside the Provider's Control for more than 6 weeks (save that where this is caused by your failure to comply with your obligations under clause 4, you will be required to pay for such Services as have been provided up to the time of cancellation).

13.2.5 If you cancel the Services and the Provider with your consent has already purchased or contractually committed to purchase any Materials, you will pay the Provider the cost of such Materials. On the Provider's receipt of payment, any such Materials which the Provider has not already used in the performance of the Services will be delivered to you and ownership of those Materials will pass to you at that point. The cost of the Materials will be deducted from any reimbursement that is due to you or, if no reimbursement is due to you, invoiced to you. The Provider or 1st Online will tell you what these costs are when you contact it. However, if you cancel the Services because the Provider has failed to comply with these Terms, you do not have to make any payment to the Provider for the Materials, unless the reason for the Provider's failure is an Event Outside the Provider's Control.

## **14. THE PROVIDER'S RIGHTS TO CANCEL AND APPLICABLE REIMBURSEMENT**

14.1 The provisions of this clause 14 are subject to any more favourable cancellation rights you may have as a Consumer under clause 13.1.

14.2 If the Provider has to cancel the Services before the Services start:

14.2.1 The Provider may have to cancel the Services before the start date for the Services, due to an Event Outside the Provider's Control or the unavailability of key personnel or key materials without which the Provider cannot provide the Services. The Provider or 1st Online will promptly contact you if this happens.

14.2.2 If the Provider has to cancel the Services under clause 14.2.1, 1st Online or the Provider shall organise another Provider to provide the Services to you. If that is not possible and you have made any payment in advance for Services that have not been provided to you, these amounts will be reimbursed to you in, subject to the Provider's absolute discretion, cleared funds or credit which may be used to book another service. However, if clause 12.2.3 applies, because the Event Outside the Provider's Control is your failure to comply with your obligations under clause 4, then the Cancellation Charge will be deducted from your reimbursement (subject to any cancellation rights you may have as a Consumer under clause 13.1).

14.2.3 Subject to clause 14.2.2., where the Provider has already started preparatory work in relation to the Services by the time the Provider has to cancel the Services under clause 14.2.1, the Provider will not charge you anything and you will not have to make any payment. Any advance payments will be reimbursed to you in, subject to the Provider's absolute discretion, cleared funds or credit which may be used to book another service.

14.3 In the case of Services which are provided on a regular or periodic basis (such as weekly domestic cleaning or gardening), once the Provider has begun to provide the Services to you, the Provider may cancel the Services at any time by providing you with at least 3 days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, these amounts will be reimbursed to you in, subject to the Provider's absolute discretion, cleared funds or credit which may be used to book another service.

14.4 The Provider may cancel the Services at any time with immediate effect on written notice to you if:

14.4.1 you do not pay any sums due when you are supposed to as set out in clauses 9.13 and 9.14. This does not affect the Provider's right to charge interest under clause 9.16; or

14.4.2 you breach any of the terms in these Terms in any other material way and you do not correct or fix the situation within seven days of being asked to do so in writing.

14.5 If the Provider cancels the Services and it has already purchased or contractually committed to purchase any Materials, you will pay the Provider the cost of any Materials which it has already used in the performance of the Services. The cost of the Materials will be deducted from any reimbursement that is due to you or, if no reimbursement is due to you, invoiced to you. The Provider or 1st Online will tell you what these costs are when you contact it.

## **15. THE PROVIDER'S EMPLOYEES, WORKERS, REPRESENTATIVES AND SUB-CONTRACTORS**

15.1 1st Online has a written contract with all Providers prohibiting them from working directly or indirectly for clients they have been introduced to by 1st Online, during and for six months immediately following termination of their contract with 1st Online. 1st Online values its Providers and invests a significant amount of time and money in their training and in ensuring that they meet the high standards of service expected of them.

15.2 For as long as the Services are being provided by the Provider and for a period of six months thereafter, you agree not to directly or indirectly engage, or offer to engage, the Provider or any of the Provider's employees, workers, representatives or sub-contractors to provide services to you of a kind similar to or the same as the Services.

15.3 If you breach clause 15.2, you agree that you shall pay the sum of £500 as liquidated damages. You agree and accept that this sum represents a genuine pre-estimate of the loss arising from your breach.

15.4 Payment of the sum due under clause 15.3 shall be payable to 1st Online on demand. You agree that all or part of the sum due may be deducted from any monies 1st Online and/or the Provider may hold in relation to the provision of the Services.

15.5 This clause 15 shall survive termination or expiry of the contract.

## **16. HOW TO CONTACT 1ST ONLINE**

16.1 If you have any questions or if you have any complaints, please contact 1st Online. You can contact 1st Online by telephoning or emailing 1st Online's customer service team using the following contact details:

Address: Second Floor, 98 Tooley Street, London SE1 2TH

Telephone: 020 3746 6919

customerservice@fantasticservices.com

16.2 If you wish to contact 1st Online in writing, or if any clause in these Terms requires you to give notice in writing (for example, to cancel the Services), you can send this to 1st Online by email, by hand or by post to the postal address or email address set out above. 1st Online will confirm receipt by contacting you in writing. If 1st Online has to contact you or give you notice in writing on the Provider's behalf, it will do so by email, by hand, or by pre-paid post using the contact details you provide at the time of making your booking.

## **17. HOW YOUR PERSONAL INFORMATION MAY BE**

17.1. The Provider will only use the personal information you provide to 1st Online and/or the Provider to provide the Services to you and, where applicable, to process your payment for the Services.

17.2. 1st Online will only use the personal information you provide to 1st Online and/or the Provider in accordance with its Privacy Policy which is available at <https://www.fantasticservices.com/privacy-policy/>. Please take the time to read the Privacy Policy as it includes important terms which apply to you.

17.3. You agree to have the property, any persons and/or objects therewith, and/or your pet and/or yourself photographed, video and/or audio recorded by the Provider and its agents and permit the use of the materials in connection with the provision of the services, for the purposes of training, development, quality control and/or as evidence regarding any complaints, claims and/or any legal actions.

17.4. It is understood that all of the photographs, video and audio recordings, and all films, audiotapes, videotapes, reproductions, media, plates, negatives, photocopies, and electronic and digital copies of the photographs, video and audio recordings are the sole property of 1st Online. You agree not to contest the rights or authority granted to 1st Online hereunder. You hereby forever release and discharge 1st Online, the Provider, their employees, licensees, agents, successors, and assigns from any claims, actions, damages, liabilities, costs, or demands whatsoever arising by reason of defamation, invasion of privacy, right of publicity, copyright infringement, or any other personal or property rights from or related to any use of the photographs, video and audio recordings. You understand that Provider and/or 1st Online is under no obligation to use the photographs and recordings.

17.5. You hereby release, discharge and agree to hold harmless the 1st Online and the Provider, their heirs, legal representatives or assigns, and all persons functioning under their permission or authority, or those for whom they are functioning, from any liability that may occur or be produced in the taking of said picture and/or recordings or in any subsequent processing thereof, as well as any claims for libel or invasion of privacy.

## **18. OTHER IMPORTANT TERMS**

18.1 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.

18.2 Termination or expiry of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.

18.3 The Provider may transfer its rights and obligations under these Terms to another organisation, and 1st Online will always notify you in writing if this happens, but this will not affect your rights or the Provider's obligations under these Terms.

18.4 This contract is between you and the Provider. Other than 1st Online, no other third party shall have any rights to enforce any of its terms.

18.5 Each of the clauses of these Terms operates separately. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

18.6 If the Provider fails to insist that you perform any of your obligations under these Terms, or if the Provider does not enforce its rights against you, or if it delays in doing so, that will not mean that it has waived its rights against you and will not mean that you do not have to comply with those obligations. If the Provider does waive a default by you, it will only do so by written notice sent to you by 1st Online, and that will not mean that it will automatically waive any later default by you.

18.7 These Terms are governed by English law. You and the Provider both agree to submit to the nonexclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

18.8 When the words "writing" or "written" are used in these Terms, such references will include email unless stated otherwise.

18.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

18.10 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **19. TERMS AND CONDITIONS OF THE STORAGE SERVICES**

The Service Provider will provide you with storage services, handling, labour and other services subject to the terms and conditions set out herein. In case of contradiction of the terms within this clause and the rest of the Terms and Conditions, the terms within this clause shall take precedence with regards to Storage Services.

19.1 The Service Provider shall be entitled to revise its charges and the basis for their calculation from time to time. The Service Provider or 1st Online will notify you at least 28 days prior to any increase in charges. Such increase shall take effect at the beginning of the next accounting period.

19.2 You undertake and warrant that:

19.2.1 You are the owner of the goods to be moved or stored;

19.2.2 If you are not the owner of the goods, you have been authorised by or have the consent of the owner of the goods to enter into this Agreement and you do so on the owner's behalf and/or as an agent for the owner of the goods;

19.2.3 Any goods being submitted for storage have a gross weight of less than 800kg;

19.2.4 You will not submit for removal or storage any dangerous, illegal or toxic article or substance or anything which is likely to encourage vermin or other pests or likely to cause or transmit any infectious or contagious disease; and

19.2.5 All property submitted for storage is free of lien and/or legal charge.

19.3 From time to time, usually once per calendar month, subject to any other agreement with you, the Service provider will issue an invoice to you for the storage services and/or any other services that the Service Provider has provided, and/or will provide to you. You will pay this invoice within 7 days of the date of issue of the invoice.

19.4 If you do not make any payment due by the due date for payment, the Service Provider may charge interest to you on the overdue amount from the due date for payment at either (i) the rate of 3% a year above the base lending rate of Barclays Bank Plc from time to time, if you are a Consumer, or (ii) at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 if you are not a Consumer. 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 interest together with any overdue amount on demand.

19.5 You shall not be entitled to withhold any part of the invoice on the grounds that you have a claim against the Service Provider and/or 1st Online arising out of this or any other Agreement.

19.6 You will make a minimum payment in the amount of 1 month's storage in advance (including VAT) and an additional payment in the amount of a 1 week's storage (including VAT) as a holding deposit to us. These deposits will be held until your account has been settled in full and refunded back to within 15 days of account settlement.

19.7 You agree that consignments for storage may be collected and delivered by the Service Provider in any one of the storage locations used by the Service Provider within the UK.

19.8 The Service Provider and/or any sub-contractor of the Service Provider reserve the right to open and/or inspect the goods to ensure compliance with clause 19.2.4. (above) in the interests of health, safety or security and/or if 1st Online and/or the Service Provider and/or the subcontractor of the Service provider receive a request of any member of the authorities.

19.9 If, upon opening or inspecting the goods, the Service Provider and/or any other member of any and all authorities, on reasonable grounds, believe that you are in breach of clause 19.2.4. above, or that the goods pose a threat to health, safety or security, the Service Provider shall be entitled (without prejudice to any other rights the Service Provider may have) to dispose of the goods and/or pass them to the relevant authorities forthwith without compensation to you and/ or the owner of the goods.

19.10 Goods received or held by the Service Provider on the instructions received by you are subject to:

19.10.1 a particular lien for the payment of the provided services and/or storage charges; and



19.10.2 a general lien for all monies owed to the Service Provider and/or any of the companies associated with 1st Online, any of the Franchisees and/or partners of our Fantastic Services, by you, which are due or payable under this or any other Agreement with the aforementioned parties.

19.11 If the lien is not satisfied within 28 days of you being notified of the exercise of such lien, the Service Provider shall be entitled to close your storage account, dispose of the goods and apply the proceedings of any sale of the goods towards satisfaction of the lien.

19.12 If your account is delinquent and/or if the sum owed by you, regardless of the due payment date, equals and/or exceeds our reasonable estimate of the net ascertainable value of the goods submitted for storage by you and remaining in the Service Provider's possession, the Service Provider shall be entitled without prior notice to retain this property until the outstanding balance is paid in full.

19.13 If at any time you are declared bankrupt and/or enter into a voluntary arrangement with creditors, the Service Provider shall be entitled, without prejudice to its lien, to payment of all sums due to the Service Provider from you or the owners of any property stored in respect of storage and/or any other services only to the extent of any sums outstanding on your account.

19.14 Subject to any statutory rights you might have if you are a consumer, the Service Provider shall not be liable for any loss, damage or destruction of any type (other than death and personal injury) or for any delay or mis-delivery of goods, whether caused by the Service Provider's negligence or breach of any term of this Agreement (whether express or implied, statutory or otherwise, in contract or tort) or caused in some other manner.

19.15 In particular, the Service Provider shall not be liable for any consequential loss or damage of any type howsoever however they have arisen.

19.16 If the Service Provider is required to pay any charge, expense, damage, or penalty to a third party arising out of the performance of the contract, you will indemnify the Service Provider for any and all such payments however they have arisen.

19.17 You must at all times keep 1st Online and the Service Provider informed of your current address. Notification of change of address shall not be effective unless 1st Online and/or the Service Provider have been notified in writing and the notification has been received and acknowledged in writing by either or both. 1st Online and the Service Provider agree to make this acknowledgement promptly upon receipt of notification. Any notice to you under this agreement sent to your last known address shall be deemed to be good notice and duly served 7 days after the date of posting.

19.18 At regular intervals the Service Provider will send you a schedule of goods and any other items stored. This shall be deemed to be conclusive evidence of your goods which are stored, unless 1st Online and/or the Service Provider receive your notification in writing of any error or omission in the schedule within 14 working days of having sent it. Such notification shall not be effective unless acknowledged in writing by 1st Online and/or the Service Provider. 1st Online and the Service Provider agree to make this acknowledgement promptly upon receipt of this notification.

19.19 You shall be entitled to terminate the storage contract by giving 1st Online and the Service Provider at least 7 days' notice in writing. The notice shall not be effective unless received by 1st Online and the

Service Provider. Once received, the credit terms will cease, and all accounts will become payable immediately and before goods are returned.

19.20 The Service Provider will not accept goods per container that:

19.20.1 Weighs more than 800 kilograms;

19.20.2 Are packed incorrectly; and

19.20.3 Have not been packed by member of the Service Provider team.

19.21. On transfer of the good to the Service Provider's possession, the Service Provider will weigh and inspect containers tendered for storage and will set aside any such container and will promptly inform you and will either unload and reload an unbalanced container or transfer the consignment into another container if the container is defective or split the consignment into two or more containers if it is overweight. The charge for this will be as set out in the next invoice. Alternatively, the container can be held for up to a week at normal storage charges in order to allow any of the above transfers to be affected by the Service Provider's employees.

**SCHEDULE**

**CONSUMER CANCELLATION FORM**

Complete, detach and return this form, or send it by email ONLY IF YOU ARE A CONSUMER AND WISH TO CANCEL THE CONTRACT.

To:  
1st Online Solutions Limited  
Second Floor, 98 Tooley Street, London  
SE1 2TH  
020 3746 6919, [customerservice@fantasticservices.com](mailto:customerservice@fantasticservices.com)

I/we\* hereby give notice that I/we\* cancel my/our\* contract for the supply of the following service:

.....  
(\* Delete as applicable.)

Ordered on: .....

My name: .....

My address:  
.....

My signature (only if this form is notified on paper): .....

Date: .....