

Our Terms



Live in
Design

Our Terms

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 **Event Outside Our Control:** is defined in clause 9.2;

1.1.2 **Order:** your order for the Services as set out overleaf;

1.1.3 **Product:** the product We manufacture or have manufactured for you as a result of the Services, as set out in the Order;

1.1.4 **Services:** the services that We are providing to you as set out in the Order;

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

1.1.6 **We/Our/Us:** Live in Design Fascias Limited (Company number 05843665), registered office at Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR

1.2 When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

2. Our Contract With You

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us. If we do not contact you after you have notified us of any mistakes or changes please contact us on 023 80 273380 as it may be that we have not received your correspondence.

2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

3. Changes to Order or Terms

3.1 We may revise these Terms from time to time in the following circumstances:

3.1.1 Changes in how We accept payment from you; and

3.1.2 Changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any

changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 10.

3.3 You may request a change to the Order for Services at any time before the start date for the Services by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 10.1 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 10.

4. Providing Services

4.1 We will supply the Services to you from the date set out in the Order until the estimated completion date set out in the Order and some or all of the Services may be provided by third party sub-contractors.

4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 9 for Our responsibilities when an Event Outside Our Control happens.

4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, details about your property. We will also need access to your property during normal business hours but may also need access outside of these times. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, or fail to give Us access to your property, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information or access to Us after We have asked. If we suspend the Services under this clause 4.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you.

4.4 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 4.4 but this does not affect your obligation to pay for any invoices We have already sent you.

4.5 If you do not pay Us for the Services when you are supposed to as set out in clause 7.3, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice

under clause 7.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 7.6.

4.6 If We design the Product for you, We will own the copyright, design right, and all other intellectual property rights in the Product and any drafts, drawings or illustrations We make in connection with the Product for you.

5. Surveyor's Inspection

5.1 As part of the services, We will arrange for a surveyor to visit your property to ensure the installation can be carried out in accordance with the Order. The installation cannot be carried out unless the surveyor is able to visit your property so you will need to give the surveyor access. It may be necessary for the surveyor to make changes to the Order but any changes will be drawn to your attention and so any Order remains subject to the surveyor's inspection.

5.2 The surveyor shall prepare a Confirmation of Order & Survey form, which you will need to sign to confirm that all of the details on your original contract are correct. Any changes/modifications at this stage shall be advised to you and any necessary variation to the Contract advised. Your rights to cancel the Contract as set out at clause 10 shall be unaffected. Signing the surveyor's Confirmation of Order & Survey form does not constitute a new contract for the supply of Products and/or Services and the Order shall still be governed by these Terms.

6. If There is a Problem With the Services

6.1 In the unlikely event that there is any defect with the Services or Product:

6.1.1 Please contact Us and tell Us as soon as reasonably possible;

6.1.2 Please give Us a reasonable opportunity to repair or fix any defect; and

6.1.3 We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the Services or Product under this clause 6.1.

6.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. Price and Payment

7.1 The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless

you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 Depending on the type of Product and/or Services being provided by Us, We will ask you to make an advanced payment before those Products and/or Services are provided and may ask for payments at various stages throughout the Products and/or Services being supplied. The details of any advanced or staged payments will be set out in the Order.

7.4 We will notify you prior to any advanced payment being required, and in the event that you fail to make the advanced payment then We will not be able to continue to provide the Products and/or Services to you.

7.5 Your rights to a refund on cancellation are set out in clause 10. We will invoice you for the balance of the Products and/or Services on or at any time after We have supplied the Products and/or performed the Services. Each invoice will quote the Order number. You must pay each invoice in cleared monies within 7 calendar days at the date of invoice by either cash or cheque.

7.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc 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 judgement. You must pay Us interest together with any overdue amount.

7.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 7.6 will not apply for the period of the dispute.

8 Our Liability to You

8.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

8.2 If We are installing the Product and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.

8.3 We will only supply the Services or Product for domestic and private use. You agree not to use the Services or Product for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.4 We do not exclude or limit in any way Our liability for:

8.4.1 Death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

8.4.2 Fraud or fraudulent misrepresentation;

8.4.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

8.4.4 Breach of the terms implied by

sections 3, 4, and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

8.4.5 Defective products under the Consumer Protection Act 1987.

9 Events Outside Our Control

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

9.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation 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 of preparation for war, fire explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

9.3.1 We will contact you as soon as reasonably possible to notify you; and

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

9.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. Please see your cancellation rights under clause 10. We will only cancel the contract if the Event Outside Our Control continues for longer than eight weeks in accordance with Our cancellation rights in clause 10.

9.5 Unless otherwise agreed with you, We shall not be responsible for obtaining any permissions or consents required to carry out the works pursuant to the Contract and you shall be responsible (at your own cost and expense) for obtaining/complying with any such permissions or consents. Any subsequent delays in obtaining planning permission shall not constitute a right to cancel the contract. We shall be under no liability whatsoever in the even of any enforcement or other action by the Local Authority or any other person or body. If the Contract is cancelled in relation to this clause, We will retain such money as appropriate to cover the cost of work carried out and services rendered in relation to planning permission.

10 Your Rights to Cancel and Applicable Refund

10.1 You have the right to cancel an Order for Services within 14 days of the date of the Order. We are under no obligation to begin providing the Products or Services until after this 14 day period has expired. You may ask us in writing to begin providing the Products and Services before the end of the 14 day period but your rights to cancel will be limited (see clause 10.2.3).

10.2 Before We begin to provide the Services, you have the following rights to cancel an Order for Services, including where you choose to cancel because We are affected by an Event Outside Our Control or if We change these Terms under clause 3.1 to your material

disadvantage:

10.2.1 You may cancel any Order for Services at any time before the start date for the Services within 14 calendar days of placing an Order by contacting Us. Please see 12.3 for details of how you should contact us. We will confirm your cancellation in writing to you.

10.2.2 If you cancel an Order under clause 10.2.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

10.2.3 We will begin providing the Services after 14 days from the date of the Order unless you have notified us in writing that you want us to begin earlier. Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 30 calendar days' notice in writing. If you cancel an Order for Services and We have already started work on your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of Our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control) you do not have to make any payment to Us.

10.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:

10.3.1 We break this contract in any material way and We do not correct or fix the situation within 21 days of you asking Us to in writing;

10.3.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;

10.3.3 We change these Terms under clause 3.1 to your material disadvantage;

10.3.4 We are affected by an Event Outside Our Control.

11 Our Rights to Cancel and Applicable Refund

11.1 If we have to cancel an Order for Services before the Services start:

11.1.1 We may have to cancel an Order before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services or if following the surveyor's inspection, it is deemed by us that we are unable to fulfil the Order. We will promptly contact you if this happens.

11.1.2 If We have to cancel an Order under clause 11.1.1 and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.1.3 Where We have already started work on your Order for Services by the time We have to cancel under clause 11.1.1, We will not charge you anything and you will not have to make any payment to Us.

11.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

11.3.1 You do not pay Us when you are

supposed to as set out in clause 7.3. This does not affect Our right to charge you interest under clause 7.6; or

11.3.2 You break the contract in any other material way and you do not correct or fix the situation within 21 days of Us asking you to in writing

12 Information About Us and How to Contact Us

12.1 We are a company registered in England and Wales. Our company registration number is 05843665 and Our registered office is at Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR. Our registered VAT number is 258073786.

12.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 02380600309 or by emailing Us at evokes@live-in-design.co.uk.

12.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by email, by hand, or by pre-paid post to Live in Design Fascias Limited at either evokes@live-in-design.co.uk or Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by email by hand, or by pre-paid post to the address you provide to Us in the Order.

13 How We May Use Your Personal Information

13.1 We will use the personal information you provide to Us to:

13.1.1 Provide the Services;

13.1.2 Process your payment for such Services; and

13.1.3 Inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

13.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

14 Other Important Terms

14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

14.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

14.3 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.

14.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

14.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in 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.

15 Solar PV System Customers

15.1 Where the Products and/or Services being supplied by Us to you relate to Solar PV Systems, the following additional terms and conditions will apply.

15.2 The performance of Solar PV

Systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year. Any performance estimates that are given are based upon the Government's standard assessment procedure for energy rating of buildings (SAP) and are given as guidance only. It should not be considered as a guarantee of performance. We cannot be held liable, financially or otherwise, for any shortfall in predicted output or any loss of earnings/savings as a result of any changes in legislation, Government feed-in-tariff levels or for any operational reason.

15.3 All products supplied are Microgeneration Certification Scheme (MCS) accredited/approved and any subcontractors working on Our behalf work in accordance with MIS 300x standard.

15.4 This shade assessment has been undertaken using the standard MCS procedure – it is estimated that this method will yield results within 10% of the actual annual energy yield for most systems.

15.5 Upon completion of installation, We will offer You advice on how to fill out all necessary Feed-In-Tariff application paperwork. However, all responsibility to complete and send all relevant paperwork (for example, declarations with energy supplier upon date of installation) is the sole responsibility of you. We accept no liability in respect of any losses you may suffer, including loss of revenue, as a result of Feed-in-Tariff documents not being completed, either in full or part thereof. It is your responsibility to ensure that the Feed-In-Tariff documents have been received and processed by the relevant Feed-in-Tariff supplier or energy provider and We cannot accept any liability resulting from your failure to do this.

Order Number:

We/Us means Live in Design Fascias Limited (company number 05843665), registered office at Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR.

You have the right to cancel this contract within 14 days of the Date above (the Cancellation Period).

To exercise your right to cancel this contract, you need to deliver or send to Us a notice of cancellation within the Cancellation Period. You may use the notice of cancellation attached to this contract and may send the notice of cancellation to the Installation Manager, Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR.

If you choose to send Us a notice of cancellation by post, this is deemed to have been served on Us as soon as it is posted or sent to Us. If you choose to send Us a cancellation notice by email, this is deemed to have been served on Us on the day which you send it.

If you have asked Us in writing to begin providing you with the Products and Services before the end of the Cancellation Period, you will be liable to pay Us those charges set out in clause 10 of the terms and conditions attached to this contract.

If you have asked Us to arrange a credit agreement on your behalf in respect of the Products and Services, this will automatically be cancelled if you send Us a notice of cancellation.

Complete, detach, and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.

To the Installation Manager, Highland House Mayflower Close, Chandler's Ford, Eastleigh, England, SO53 4AR.

I/We (delete as appropriate) hereby give notice that I/We (delete as appropriate) wish to cancel my/our (delete as appropriate) contract.

Signed

Name and Address

Date