
MFH INSPECTION & REMEDIATION LLP TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of mould remediation services by MFH Inspection & Remediation LLP ("the Trader") to customers who require mould remediation services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply only where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF:

CLAUSE 18 (LIMITATION OF LIABILITY)

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Times"	means the times which You and We agree for Us to have access to the Property to carry out and complete the Mould remediation services as specified in the Agreement;
"Agreement"	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions;
"Mould remediation services"	means the mould remediation services We will provide as specified in the Agreement;
"Business"	means any business, trade, craft or profession carried on by You or any other person or organisation;
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Mould remediation services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
"Deposit"	means the deposit You may be required to pay Us in accordance with Clause 5;
"Final Fee"	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.

“Inspection Report”	means the report we compile after you place an Order in order for us to issue a Quotation. At our discretion this may follow a site visit, review of an approved third party report (see clause 4.3) or from photographs or videos uploaded to us by you in each case as notified by us.
“Model Cancellation Form”	means the model cancellation form attached as Schedule 1;
“Order”	means Your initial request for Us to provide the Mould remediation services as set out in Clause 4;
“Products”	means the products required for the provision of the mould remediation services which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, as detailed in the Order and the Agreement, at which the mould remediation services are to take place including the site/s where work is to be carried out;
“Quotation”	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
“Start Date”	means the date You and We agree on for Us to start providing the mould remediation services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which We visit the Property to provide the Mould remediation services;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader;
“You/Your”	means a Consumer who is a customer of the Trader.

- 1.2 Any reference to “writing”, and any similar expression, includes a reference to electronic communication sent by e-mail, text message, or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.

- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a limited liability partnership (LLP).
- 2.2 We trade under the name Mould Free Health;
- 2.3 We are registered in England & Wales under number OC452747.
- 2.4 Our registered office is at 1 Princeton Mews, 167-169 London Road, Kingston Upon Thames, Surrey, KT2 6PT;
- 2.5 We are registered with a recognised and authorised self-certification scheme. We will ensure that any sub-contractors We use are also registered in this way.
- 2.6 We are a member of CIRSx Medically Important Remediation Professional; Internachi Certified Mold Inspector; American Council for Accredited Certification (Council Certified Structural Mould Investigator); IICRC Certified Firm; Dewpoint Tech.DEW

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by WhatsApp at 07537101286 or by email at info@mouldfreehealth.co.uk
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email at info@mouldfreehealth.co.uk; or
 - 3.2.2 contact Us by pre-paid post at MFH Inspection & Remediation LLP, 1 Princeton Mews, 167-169 London Road, Kingston Upon Thames, Surrey KT2 6PT.

4. Orders

- 4.1 We accept Orders for mould remediation services via email, WhatsApp;
- 4.2 When placing an Order, You should set out, in detail, the Mould remediation services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required. All such details will be set out in the Agreement.
- 4.3 Once the Order is complete and submitted to Us, We will prepare an Inspection Report or at our discretion review a report from a third party inspector acceptable to us. Only after this will we prepare a Quotation and send it to You either by email or first-class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).
- 4.4 If We decide that We cannot accept your Order and provide a Quotation, We will inform You of this.
- 4.5 Before You accept the Quotation, You may make changes to the Order and may request changes to the Quotation by amending the Quotation to show the

requested changes. We may then revise the Quotation to incorporate any or all amendments made to it by You. Accepting a Quotation does not form a contract with us but is part of the process.

- 4.6 You may accept a Quotation or, where applicable, a revised Quotation, by signing and dating a copy of it and returning it to Us within 14 calendar days after the date We issue the Quotation or, where applicable, a revised Quotation.
- 4.7 If You wish to make any change/s to Your Order after accepting the Quotation, please contact Us and We will tell You whether or not the change/s can be accommodated. We will tell You of any changes to the fees payable as a result and We will provide a revised Quotation where We decide that We can accommodate the change/s that You requested. You may then accept that revised Quotation.
- 4.8 When You have returned to Us the accepted Quotation or, where applicable, the revised Quotation, and You have paid the Deposit, We will complete any blanks in the Agreement in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement, and return it to You. **If You then sign and date the Agreement and return it to Us, and You have paid the Deposit, a legally binding contract between You and Us will at that time come into effect requiring Us to provide the Mould remediation services and for You to pay for them.**
- 4.9 The issue, receipt or acceptance of an Order or Quotation or any revised Order or Quotation by You or Us shall not have any legally binding effect on You or Us unless and until an Agreement is signed and dated by both You and Us (or confirmed by Us by email) and You have paid the Deposit.

5. Deposit

- 5.1 At the time of accepting the Quotation you are required to pay the first 25% of the Quotation amount by way of deposit, and a second payment of 30% the day before on or before 1 calendar day before we are due to start. The final balance is due on completion of the works. Depending on the nature of the work and the time it will take we may require interim weekly payments and any specialist Products required in advance, We may require You to pay Us a Deposit. Any travel, accommodation, waste disposal and Products will be charged and due on presentation of the invoice as relevant. Details will be set out on the Quotation. In the event that any invoice or payment is not made on its due date we may stop work (or not start work as relevant) until it is paid. You agree that in doing so we will not be in breach of the contract with you and will not be liable to you for any loss or damages arising as a result of your non-payment.
- 5.2 If You cancel the Mould remediation services, We may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.

6. Fees and Payment

- 6.1 The Quoted Fee will include the price payable for the Mould remediation services and for the Products that We estimate are required.
- 6.2 We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional

Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without Your written agreement.

- 6.3 The full extent of mould contamination, and consequently the type and quantity of remediation chemicals and materials required, cannot reasonably be determined until the affected area(s) have been opened up and inspected. In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the price of materials is therefore not always finally fixed in advance but will be calculated when known. The Quotation will set out an estimate with a cap on the amount to be charged for labour and Products. Within that cap you consent to our proceeding and to pay the charges as invoiced. If the amount falls outside of the cap we will inform you of the additional cost and not proceed without your consent. If you do not consent you will be liable for the amount as set out in the Quotation but we will not be required to provide any services or Products in excess of the Quotation given and will not be liable if this is insufficient to complete the work and it is incomplete but you will not be obliged to agree to go outside the range of costs we have quoted.
- 6.4 The Quoted Fee and the Final Fee are inclusive of any VAT chargeable. If the rate of any such VAT changes, We will adjust the amount of VAT that You must pay.
- 6.5 We will invoice You when the Mould remediation services have been completed.
- 6.6 You must pay any invoice immediately at issuance, but not more than 3 calendar days of receiving it. We usually send you invoices though Xero.
- 6.7 We also accept the following methods of payment:
 - 6.7.1 Bank transfer.
- 6.8 If You do not pay an invoice by the due date, We may charge You interest on the overdue sum at the rate of 4% above the base rate of the Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 6.9 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

7. Mould remediation services

- 7.1 Before We start the Mould remediation services, We may carry out an inspection of the Property to check that the Mould remediation services are appropriate for the Property, practical and can be carried out safely. Inspection may be by visit, photograph or video.
- 7.2 We will provide the Mould remediation services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.3 We will ensure that all Products comply with IICRC standards and are in a satisfactory condition at the time of use.
- 7.4 We will ensure that the mould remediation services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

- 7.5 We will notify You in advance if the work We will be doing is likely to affect the Property outside of the areas where work is to be carried out and We will advise You in advance of any remedial work You are likely to have to carry out and such advised work will be for Us to carry out at Your expense. If further remedial work is needed, beyond the scope of the advice we gave You, We will carry out that further remedial work at Your expense with Your prior written agreement. If that consent is not forthcoming We will not undertake the work and You agree that we will not be responsible for any damages as a consequence.
- 7.9 Subject to the provisions of sub-Clause 7.5, We will ensure that no parts of the Property suffer damage as a result of Our provision of the Mould remediation services and will at Our expense make good any damage that occurs at no additional expense to You as soon as is reasonably possible. We may instruct You to take reasonable steps to protect the Property while We are carrying out the Mould remediation services, including but not limited to the removal of valuable and/or delicate items, including valuable and/or delicate furniture, from the areas where We are working. We will not be liable for any damage which occurs as a result of Your failure to follow such instructions.
- 7.10 We will ensure that furniture other than valuable and/or delicate furniture to be removed by You where We instruct You to remove it pursuant to sub-Clause 7.9 and flooring and walls, in the areas where work is to be carried out that are not being worked on as part of the Mould remediation services, are suitably covered and protected for the duration of the carrying out of the Mould remediation services.
- 7.11 We will ensure that We comply with all relevant codes of practice.
- 7.12 We will arrange for third party disposal of all waste that results from Our provision of the Mould remediation services.
- 7.13 If any post remediation inspections are required following completion of the carrying out of the Mould remediation services, We will arrange for the inspections to be carried out, including by third parties if requested, in all cases at your cost.
- 7.14 Where the carrying out of the mould remediation services is to last for more than one working day, We will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while the mould remediation services are being carried out. We will wherever possible store all tools and materials only in the areas where work is being carried out by Us or remove them from the Property at the end of each working day. You agree that you will not access areas of work at any time to avoid disturbing the mould remediation process.
- 7.15 Before the Mould remediation services are completed, We will work with You to produce a snag list identifying any faults or defects in Our work which we need to put right before completion of the mould remediation services. We will not be responsible for any defects which result from the work of third-party contractors over whom We have no control.

8. Faulty Products

- 8.1 If any Products are supplied in the course of Us providing the Mould remediation services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.

- 8.2 Within the first 30 calendar days after completion of the mould remediation services, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After those first 30 calendar days, and for the first six months after completion of the mould remediation services, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by Us or as included with the Product.
- 8.4 After the first six months after completion of the Mould remediation services, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it, and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Service

- 9.1 If there is a problem with the result of the mould remediation services, i.e. they have not been provided with reasonable care and skill, (but not otherwise) You are entitled to ask Us to repeat or fix the mould remediation services, or to get a price reduction if this is not possible.
- 9.2 We always use reasonable efforts to ensure that Our provision of the mould remediation services is trouble-free. If, however, there is a problem with the mould remediation services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Mould remediation services as quickly as is reasonably possible and practical.
- 9.3 We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 9.4 We will not be responsible remedying problems if, after our work is done you bring in third parties to carry out any works and which may be the cause of issues with the work we have done.
- 9.5 We are not plumbers and do not offer any plumbing services.
- 9.6 We do not deal with mould in any areas outside of those you have instructed us to attend to. If mould grows in other areas you and we must agree if it is to be dealt with and agree a fee.
- 9.7 As a Consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.
- 9.8 If We do not perform and complete the mould remediation services with reasonable skill and care, (but not otherwise) You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.

- 9.9 If the Mould remediation services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the mould remediation services), You have the right to a reduction in price.

If for any reason We are required to repeat the mould remediation services in accordance with Your legal rights, We will not charge You for doing so and We will bear the costs of doing so.

10. Your Obligations

- 10.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the mould remediation services.
- 10.2 If any party wall agreements are needed, You must enter into those agreements before we begin to provide the mould remediation services.
- 10.3 You will ensure that We can access the Property at the Agreed Times to provide the mould remediation services.
- 10.4 You may either give Us a set of keys to the Property or be present at the Agreed Times to give Us access. We promise that all keys will be kept safely and securely by Us.
- 10.5 You must ensure that We have access to electrical outlets and a supply of hot and cold running water.
- 10.6 You must ensure that the areas in which We are to work are kept clear of furniture and other items and out of use for the duration of the Mould remediation services unless We direct otherwise.
- 10.7 If You do access any areas in which We are working or are to work at any time during the course of carrying out the mould remediation services You must observe all relevant health and safety rules and must comply with any additional instructions We give You.
- 10.8 Unless redecoration following completion of building work forms an agreed part of the mould remediation services, You will be responsible for any redecoration required.
- 10.9 If You do not provide the necessary access to the Property or make it impossible for Us to provide the Mould remediation services by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice You for any additional charges incurred as a result.

11. Complaints and Feedback

- 11.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from us on request.
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

- 11.3.1 In writing, addressed to MFH Inspection & Remediation LLP, 1
Princeton Mews, 167-169 London Road, Kingston Upon Thames
Surrey KT2 6PT;
- 11.3.2 By email, addressed to info@mouldfreehealth.co.uk
- 11.3.3 By WhatsApp on 07537101286

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 12.1.1 We will where reasonably possible agree a revised Start Date with You;
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).
- 12.2 If We ask You to change the Start Date, You may either:
 - 12.2.1 agree a revised Start Date with Us; or
 - 12.2.2 terminate the Agreement (see Clause 15).

13. Cancellation of Contract During the Cooling Off Period

- 13.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:
 - 13.1.1 in relation to any Products supplied, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14-calendar day period begins on the day that You receive the final instalment; and
 - 13.1.2 in relation to the mould remediation services, at the end of 14 calendar days after the date on which the contract is formed.
- 13.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post or email to the postal address or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 13.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.4 If You exercise this right to cancel You will receive a full refund of any amount paid to Us in respect of the contract.
- 13.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 13.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 13.7 If You exercise the right to cancel in relation to Products:

- 13.7.1 We will issue a refund within 10 calendar days and in any event no later than 14 calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us);
- 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to cancel and return them;
- 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;
- 13.7.4 Please also note that Products that become inseparably mixed with others cannot be returned.
- 13.8 If the Start Date falls within the cooling off period, You must make an express request for provision of the mould remediation services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
 - 13.8.1 If the Mould remediation services are completed within the 14-calendar day cooling off period, You will lose the right to cancel once the Mould remediation services are completed;
 - 13.8.2 If You cancel the Agreement after provision of the Mould remediation services has begun, You will be required to pay for the Mould remediation services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
 - 13.8.3 The amount due will be calculated in proportion to the full price of the Mould remediation services and the actual mould remediation services already provided. Any sums that have already been paid for the mould remediation services will be refunded, subject to deductions calculated on this basis;
 - 13.8.4 We will process any refund within 10 calendar days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the termination of the Agreement after the 14-calendar day cooling off period has elapsed.

14. Cancellation Outside of the Cooling Off Period

- 14.1 In addition to Your rights in Clause 13 relating to the cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
 - 14.1.1 If You cancel the mould remediation services after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will not refund the Deposit, which is non-refundable. Any other sums where applicable will be returned as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 14.1.2 If You cancel the Mould remediation services after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain any sums paid and you agree this is reasonable as we will have lost the opportunity to work on another job due to the short notice and will have suffered a net financial loss due to the cancellation. If Our net financial

loss is more than the amount of the Deposit (and/or if no Deposit has been paid), and any second or other payment, We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.

- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 21 calendar days of You asking Us in writing to do so;
 - 15.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 15.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 12;
 - 15.1.4 We are unable to provide the mould remediation services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);
 - 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 calendar days of Us asking You in writing to do so; or
 - 15.2.3 You and We have been unable to agree a revised Start Date under Clause 2;
 - 15.2.4 You do not provide Us with access to the Property or otherwise make it impossible for Us to provide the mould remediation services, and We have been unable to contact You to re-arrange the Mould remediation services under sub-Clause 10.9;
 - 15.2.5 We have been unable to provide the mould remediation services for more than 4 weeks due to an event outside of Our control (see Clause 17).
- 15.3 For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination date:

- 15.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any mould remediation services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4;
- 15.4.2 We have provided mould remediation services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

- 16.1 If the Agreement is terminated for any reason:
- 16.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 16.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control (Force Majeure)

- 17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic, pandemic, or other natural disaster, or any other similar or dissimilar event that is beyond Our reasonable control .
- 17.2 If any Force Majeure event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 17.2.1 We will inform You as soon as is reasonably possible;
- 17.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 17.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of mould remediation services as necessary;
- 17.2.4 You or We may terminate the Agreement (see Clause 15).

18. Liability

- 18.1 We will be responsible for any foreseeable loss or damage that You may suffer

as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 18.2 We will maintain suitable public liability insurance.
- 18.3 We provide mould remediation services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 18.4 We are not liable for any matters as referred to in Clauses 9.4 and 9.6.
- 18.5 If We cause any damage to the Property or anything in it, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your Property that We may discover while providing the Mould remediation services.
- 18.6 Our total liability for any loss or damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement by Us is limited to 2 times the contract price.
- 18.7 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.
- 18.8 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.9 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Data (Data Protection)

We will only use Your personal data as set out in Our Privacy Notice available from <https://www.mouldfreehealth.co.uk/privacynotice>

20. Other Important Terms

- 20.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 20.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs, We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 20.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is between You and Us. It is not intended to benefit any other

person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 20.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

21. Regulations and Information

- 21.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before You accept the Quotation and sign the Agreement. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
 - 21.2.1 all of the information described in sub-Clause 21.1; and
 - 21.2.2 any other information which We give to You about the Mould remediation services, or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the mould remediation services,will be a part of the terms of Our contract with You as a Consumer.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions, the Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 22.2 As a consumer, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 22.3 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

SCHEDULE 1

MODEL CANCELLATION FORM

To: MFH Inspection & Remediation LLP

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for mould remediation services dated [].

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: