



RAZZLE DAZZLE SERVICES LIMITED

OUR TERMS AND CONDITIONS

(These form part of Our Contract with you and are available for your information on our website.)

1. INTRODUCTION

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

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Client: the person or firm who purchases Services from Us;

Contract: Any written contract between us and You for the supply of Services in accordance with these Terms or, where no such written contract is entered into by You and us, the contract shall be these Terms and the Order and will be entered into when We confirm that We are able to provide you with the Services pursuant to clause 2.4;

Email: info@razdaz.co.uk or such other email address notified by Us to You from time to time;

Event Outside Our Control: any act or event beyond Our reasonable control, including (but without limitation) breach by any third party of their obligations to us including non-performance by sub-contractors and suppliers, 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, acts of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

Order: Your order for the Services as set out on our Quotation and signed by You or by You on behalf of Your company;

Quotation: the written quotation provided to You setting out our quote for the provision of our Services. A copy of the Risk Assessment can be requested;

Risk Assessment: the written risk assessment undertaken prior to the provision to You of our Quotation;

Services: the services that We are providing to You as set out in the Quotation and/or Order;

Specialist Work: including (but not limited to) asbestos removal, trauma, crime, medical, supplying hygiene equipment and certain types of cleaning work as determined by Us from time to time;

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

We/Our/Us: Razzle Dazzle Services Limited (Company Number: 08269437). Our registered office is listed at clause 19.1; and

You/I: the person or firm who purchases services from us.

1.2. When We use the words "writing" or "written" in these Terms, this will also include e-mail.

1.3. These conditions do not apply to sales insofar as they would otherwise be void or ineffective by reason of the Unfair Contract Terms Act 1977. The statutory rights of Clients are preserved throughout.

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 Quotation and in these Terms are full, complete and accurate, before You sign the Quotation and return it to Us. You confirm that in signing the Quotation You understand that You are placing an Order with us and that if and to the extent accepted by Us (as set out in clause 2.4) the duly signed Order and these



Terms will constitute a legally binding contract between You and Us. If You think that there is a mistake or require any changes, please notify Us.

2.3. When You sign and submit the Order to Us. 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 and We will not begin to provide the Services.

2.4. These Terms will become binding on You and Us, once we have received your signed and dated quotation contract this will automatically become binding of acceptance by You and Us. The contract will then come into existence between You and Us.

2.5. Our Quotation shall not constitute an offer, and is only valid for a period of 28 Business Days from its date of issue, unless otherwise agreed by us in writing.

2.6. **RENEWAL CONTRACT**

Your contract will be on an automatic renewal system without any notice given to You. All prices of Your works can be requested from Razzle Dazzle Services Ltd at any time. Unless prior notice to cancel the contract. Please refer to clause 11

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

2.8. The Contract constitutes the entire agreement between You and Us. You acknowledge that You have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in the Contract.

2.9. These Terms apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **CHANGES TO ORDER OR TERMS**

3.1. We may revise these Terms from time to time.

3.2. If We revise these Terms, We will give You at least two weeks' written notice of any changes to these Terms before they take effect. You can choose to cancel the Contract in accordance with clause 11.

3.3. You may make a change to the Order for Services by contacting us at any time before 2 Business Days of the agreed start date of Us providing the Services to You. 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 11.1 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 11.

4. **PROVIDING SERVICES**

4.1. We will supply the Services to You in accordance with the Quotation in all material respects.

4.2. We will make every effort to complete the Services on time, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services. There may be delays due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens.

4.3. We have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or where the property has not been fully and properly prepared for the Services, or which do not materially affect the nature or quality of the Services. Where reasonably practicable We will notify You in any such event.

4.4. We will provide the Services using reasonable care and skill.

4.5. If You do not pay Us for the Services when You are supposed to in accordance with clause 7, We may suspend the Services with immediate effect until You



have paid Us the outstanding amounts (except where You dispute an invoice under clause 7.11). We will contact You to tell You and this does not affect Our right to charge You interest under clause 7.10.

5. CLIENT'S OBLIGATIONS

5.1. To enable us to meet our obligations to You, We will need You to meet certain obligations to Us and You agree that You will:

5.1.1. ensure that the terms of the Order and any information You provide are complete and accurate;

5.1.2. co-operate with Us in all matters relating to the Services;

5.1.3. provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as reasonably required by Us;

5.1.4. provide Us with such information as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

5.1.5. to the extent necessary prepare the premises for the supply of the Services and ensure that at all times the premises are safe and do not pose a risk to health and safety;

5.1.6. prior to Us providing the Services remove all items of value or items which may pose a risk to health and safety. We are not responsible for any damage or loss to such items if this is not complied with.

5.1.7. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

5.1.8. prior to our providing the Services carry out an inspection of the premises and confirm to Us in writing any pre-existing damage to any area in respect of which We are to provide the Services;

5.1.9. immediately following provision of the Services carry out an inspection and immediately notify Us in writing of any faults or damage apparent and which are claimed to have been caused by Our negligence or default.

5.2. If Our performance of any of Our obligations is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation or provide full and accurate information to Us (**Client Default**):

5.2.1. We will without limiting Our other rights or remedies have the right to suspend performance of the Services until You remedy the Client Default, and may rely on the Client Default to relieve Us from the performance of any of Our obligations to the extent the Client Default prevents or delays Our performance of any of Our obligations;

5.2.2. We will not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from Our failure or delay to perform any of Our obligations as set out in this clause 5.2; and

5.2.3. You will reimburse Us on written demand for any cost or losses sustained or incurred by Us arising directly or indirectly from the Client Default.

6. IF THERE IS A PROBLEM WITH THE SERVICES

6.1. If You are a Client and in the unlikely event that there is any defect with the Services:

6.1.1. please contact Us as soon as reasonably practicable (being within 48 hours of the work being carried out);



6.1.2. You agree to give Us a reasonable opportunity to repair or fix any defect. You must Email Us photos of the defect or damage. If we notify you that the repairs are outside our remit, please then Email Us a copy of two reputable companies quotations as soon as reasonably practicable. All defects or damage must be completed by the reputable company within 3 months of receiving the complaint. If You allow the complaint to lapse over 3 months the complaint/file will be automatically closed.

6.1.3. You will not have to pay for Us to repair or fix a defect with the Services under this clause 6.

6.2. If you are a Client, 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 on Our Quotation. Our prices may change at any time.

7.2. We will review our services with You annually and reserve the right to increase Our standard daily fee rates by 10%, provided that such charges cannot be increased more than once in any 12 month period. The annual increase will automatically be applied every 1st January. This only applies to clients that have been using this service for 12 months or more. If such increase is not acceptable to You, You must notify Us in writing within 2 weeks of the date of Our notice and We will have the right without limiting Our other rights or remedies to terminate the contract by giving You 2 weeks' written notice.

7.3. Our prices do not include VAT which You must pay (if required to do so) in addition at the rate in force from time to time.

7.4. Where We are providing Services to You, We may ask You to make an advance payment of up to 50% of the price of the Services. Your rights to a refund on cancellation are set out in clause 11.

7.5. Subject to clause 7.6 below, where the Services which we are providing constitute a specific item of work, we will notify you of our total charges on completion of or any time after We have performed the Services.

7.6. If you are a client We will issue You with a written invoice. If you are a Client, We may choose to leave a completion of work card at your Property. A summary will constitute Our invoice for the purposes of these Terms.

7.7. Each invoice will quote the Order number where appropriate. Where the Services are of an ongoing and repetitive nature, We will invoice You shortly after each completion of work. You must pay each invoice in cleared monies within 15 Business Days of the date of invoice.

7.8. Please make all payments due to Us under these Terms by the electronic transfer of cleared funds to such bank account as we may notify to You for the purpose from time to time, unless we confirm otherwise in writing.

7.9. Please set up and maintain in force a valid and binding standing order mandate and ensure that all payments to Us are duly made by standing order to Our bank account as notified by Us to You from time to time. If You require an invoice marked paid at the end of your standing order term You can request one.

7.10. If You do not make a full payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at the rate of 8% a year above the base lending rate of NatWest 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 judgment. You will then be required to pay the interest together with any overdue



amount. If the daily rate of interest to apply is a fraction, it will be rounded up to the nearest penny. Interest will be compounded monthly so that interest may become chargeable on interest.

- 7.11. However, if You dispute an invoice in good faith and contact Us to let Us know promptly within 48 hours that You dispute it, clause 7.10 will not apply for the period of the dispute.
- 7.12. If You fail to make a full payment due to us on the date for payment and Our legal advisers write to You in connection with Your late payment You will be charged £25 plus VAT for each communication sent, which will be due to us on the date of such communication.
- 7.13. For all invoices which are outstanding for more than 30 days we make a £10 plus VAT Credit Handling Charge to cover additional administration.
- 7.14. Time for payment shall be of the essence of the Contract.
- 7.15. If your breach of these Terms results in Us incurring liabilities to third parties including Our bank We shall be entitled to recover such liabilities from You in full and on demand.

If You are a business client:

- 7.16. You will be asked to pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting Our other rights or remedies, set off any amount owing to Us by You against any amount payable by Us to You.

7.17 Our current Bank details for your information are:

Natwest, 2 Hendford, Yeovil BA20 1TN.

Payee Name: Razzle Dazzle Services Ltd

Sort Code: 60-24-37 : Account No. 14380722.

Our current Cheque details for your information are:

Please make all cheques out to Razzle Dazzle Services Ltd and also write your Account Reference or Address on the back of the cheque.

Our Debit Card Payment details for your information are:

Please make debit card payments via Razzle Dazzle Services Ltd website (www.razdaz.co.uk/home) or using the link provided by pressing the review and pay button.

8. OUR LIABILITY IF YOU ARE A DOMESTIC CLIENT

- 8.1. If We fail to comply with these Terms, We are responsible for loss or damage You suffer (having taken reasonable steps to mitigate Your loss) 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.
- 8.2. If We are providing Services in Your property, We will make good any damage to Your property caused by Us in the course of the Services. 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, or faults or damage which are not notified to Us in writing in accordance with clause 5.1.9, or faults or damage caused by Our having been required to remove impacted soilage (for example cement, mastic, paint, putty, moss and algae), or otherwise make good the property in order to be able to properly provide the Services.
- 8.3. We only supply the Services to Clients for domestic and private use. As a Client You agree not to use the Services 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; and

8.4.3. breach of the terms implied by section 2 to 5 of the Supply of Goods and Services Act 1982.

8.5 This clause 8 shall survive termination of this Contract.

9. **OUR LIABILITY TO YOU IF YOU ARE A BUSINESS**

This clause 9 only applies if You are a business

9.1. Nothing in these Terms shall limit or exclude Our liability for:

9.1.1. death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;

9.1.2. fraud or fraudulent misrepresentations; or

9.1.3. breach of the terms implied by section 2 of the Supply of Goods and Service Act 1982 (title and quiet possession).

9.2. Subject to clause 9.1:

9.2.1. We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2. Our total 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 the

lower of £250.00 or the price paid for the Services.

9.3. 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.

9.4. Except as expressly stated in these Terms, We do not give any representation, warranties or undertakings in relation to the Services. Any representation, condition or warranty which may be implied or incorporated into these Terms by statute, common law or otherwise, is excluded to the fullest extent permitted by law, in particular, We will not be responsible for ensuring that the Services are suitable for Your purposes.

9.5. If We are providing Services in Your property, We will make good any damage to Your property caused by Us in the course of the Services. 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, or faults or damage which are not notified to Us in writing in accordance with clause 5.1.9, or faults or damage caused by Our having been required to remove impacted soilage (for example cement, mastic, paint, putty, moss and algae), or otherwise make good the property in order to be able to properly provide the Services.

9.6. This clause 9 shall survive termination of the Contract.

10. **EVENTS OUTSIDE OUR CONTROL**

10.1. 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.

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

10.2.1. We will contact You as soon as reasonably practicable; and

10.2.2. 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. We will restart the Services as soon as reasonably practicable after the Event Outside Our Control has ended.

10.3. Please see clause 11.3.4 for your rights of cancellation and clause 12.3.3 for our rights of cancellation where there is an Event Outside Our Control.

10.4. We will not be liable to You as a result of any delay or failure to perform Our obligations under these Terms as a result of an Event Out of Our Control.

11. YOUR RIGHTS TO CANCEL AND REFUNDS

11.1. Before We begin to provide the Services, You have the following rights to cancel an Order:

11.1.1. Subject to clause 11.1.3 and 11.1.4 below, You may cancel any Order for Services within 2 Business Days of placing an Order by contacting Us. We will confirm Your cancellation to You in writing.

11.1.2. If You cancel any Order less than 24 hours before We are to begin to provide the Services to You then We reserve the right to invoice You in respect of Our reasonably incurred management time, such invoice to be paid within 15 Business Days of its date.

11.1.3. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You minus any sum mutually agreed for management time as stated in 11.1.2 above.

11.1.4. If We have already started work on Your Order by the time you notify Us of cancellation of Your Order, You will pay Us any costs We have reasonably incurred in starting to fulfil the Order. This charge will be deducted from any refund that is due to You. If no refund is due to You, we will invoice you for any amount due to

Us. Where You have cancelled an Order by giving us 15 business days written notice thereof because of Our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), You will not have to make any payment to Us.

11.2. 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 15 business days' notice in writing. Any advance payment You have made for Services that have not been provided will be refunded to You. You will be charged for any Services provided to You before expiry of Your written notice.

11.3. Once We have begun to provide the Services to You, You may cancel the contract for Services, giving us 15 days written notice thereof if:

11.3.1. We breach this contract in any material way and We fail to remedy that breach within 20 Business Days of You notifying us in writing and requesting that we do so ;

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

11.3.3. We change these Terms under clause 3 to Your material disadvantage;

11.3.4. We are affected by an Event Outside Our Control and this takes place and continues for more than 10 consecutive Business Days and you no longer wish for Us to provide the Services.

12. OUR RIGHTS TO CANCEL AND REFUNDS

12.1. We may cancel an Order for Services before the Services start, for example due to an Event Outside Our Control or the unavailability of key personnel or key materials without which we are unable to provide the Services. If this is the case:

12.1.1. We will promptly contact You;



12.1.2. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You; and

12.1.3. Where We have already started work on Your Order for Services, We will not charge You anything and You will not have to make any payment to Us.

12.2. 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 15 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.

12.3. We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

12.3.1. You do not pay Us when You are obliged to as set out in clause 7. This does not affect Our right to charge You interest under clause 7.10;

12.3.2. You breach the contract in any material way and (if such a breach is remediable) fails to remedy that breach within 5 Business Days of Us notifying You in writing to do so; or

12.3.3. an Event Out of Our Control prevents Us from providing any of the Services for more than 4 weeks (without limiting our other rights or remedies).

13. CONSEQUENCES OF TERMINATION

13.1. On termination of the Contract for any reason:

13.1.1. You must immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We will submit an invoice, which shall be payable by You immediately on receipt;

13.1.2. You must return any of Our materials in Your possession. If You fail to do so, then We may

arrange to enter Your premises and take possession of them. Until they have been returned, You will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

13.1.3. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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; and

13.1.4. clauses which expressly or by implication survive termination shall continue in full force and effect.

13.1.5. When you terminate our Contract, You are still liable to pay for every clean that is outstanding in the Contract period. A charge of 5% will be added to the final total of any outstanding amount due from You to Us and the total amount outstanding will be invoiced to you separately. Payment of the invoice is due within 15 days of the invoice date. The above may not apply in certain circumstances discussed with You and Us separately, for example in the case of a "one off" clean. This is totally at Our discretion.

14. PERSONAL GUARANTEE

This clause 14 only applies if You are a business client

14.1. If You are a business client, You confirm that You have authority to bind the business and/or company on whose behalf You and/or directors of the company are purchasing our Services.

14.2. If You are a company or are acting on behalf of a company, by placing Your Order, You and the directors of the company acknowledge and agree that You and each of You and the directors are jointly and severally entering into an agreement to guarantee to meet the obligations of



the company to Us on demand should the company fail to pay any sum due to us promptly and in full.

14.3. You and the directors of the company acknowledge and agree that We are not required to issue proceedings or take any other steps against the company prior to Our enforcing our rights against the directors of the company under the personal guarantee given by the directors at Clause 14.3 above.

14.4. If You fail to make any payment due to use on the date for payment and We are forced to seek legal advice, and if our advisors write to You in connection with Your late payment You will be charged £25 plus VAT for each communication sent, which will be due to us on the date of such communication.

14.5. For all invoices which are outstanding for more than 30 days, You will be responsible for a £10 plus VAT Credit Handling Charge to cover additional administration.

15. INDEMNITY AND ADDITIONAL CHARGES

15.1. You (and where applicable), the directors of the company and the company agree to indemnify us in full and on demand against all liabilities howsoever arising (including court fees, professional fees and VAT thereon) as a result of:

15.1.1. any breach by You, the directors or the company of any obligation arising under these Terms or any contract formed under them; and

15.1.2. any steps taken by Us to enforce any of Our rights under these Terms or any contract formed under them against You, the directors or the company.

16. SPECIALIST WORK

This clause 16 only applies where the Services to be supplied by Us involves Specialist Work.

16.1 After Specialist Work is carried out, if a problem occurs We will repair or renew where necessary. We reserve the right

to instruct an outside contractor(s) to complete any repair or renewal on Our behalf. If for any reason it is deemed that other work is necessary to make good any problem that arises then We may call extra contractors to carry out such work. Any problem that has arisen and that has **NOT** been caused by Us will be invoiced to You separately and will be due and payable by you in accordance with the terms of payment of that invoice at the time.

17. EQUIPMENT

17.1. All Equipment rented or leased by Us to You will remain Our property whatsoever and wheresoever situated. You must not sub-rent or sub-lease Our equipment to anyone else at any time.

17.2. You will be responsible for ensuring that the Equipment is not damaged nor stolen and if either of these events should occur You must inform Us immediately.

17.3. If any damage is caused to the Equipment or if any of it is stolen and thus non-recoverable, We will charge You a replacement cost.

17.4. We will fully maintain the Hygiene Equipment rented or leased to You every month of the Contract and will ensure that each item has the necessary contents to run properly until Our next inspection. If there is a problem with the equipment whilst situated in your premises then please phone or email Us immediately, and where possible We will rectify the problem soon as reasonably practicable.

17.5. We will charge you a yearly Duty of Care fee of £60.00 which will cover the cost of disposing in the correct manner bio-hazardous waste and such other matters as we determine from time to time.

17.6. At no time will You allow anyone other than Us or a representative of this Company to interfere with the equipment in any way. You agree that fines may be payable by You for non-compliance with this clause and We reserve the right to remove the Equipment at any time and all costs incurred will be payable by You in this event.



17.7. If you wish to cancel our contract for the supply of the Equipment before the due date specified in the Contract, then You will be liable to pay the balance of the Contract fee up to and including the end of Contract date for which an invoice will be rendered to You upon cancellation.

18. OTHER IMPORTANT TERMS

18.1. These Terms and any documents referred to in them constitute the entire agreement between You and Us and supersede and extinguish all previous agreements, warranties, representations and understandings between us, whether written or oral, relating to the subject matter of these Terms;

18.2. You acknowledge that by entering into any contract with Us You do not rely on any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in these Terms or any document expressly referred to in them;

18.3. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in any contract made between us;

18.4. We may transfer Our rights and obligations under these Terms to another organisation, but this will not affect Your rights or our obligations under these Terms and we will notify You in writing;

18.5. You may only transfer Your rights or Your obligations under these Terms if we agree in writing;

18.6. This contract is between You and Us and if You are a company between Us and Your directors in relation to the obligations set out at clauses 14 and 15 above. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise;

18.7. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, such amendments, deletions and changes may be made so as to enable the clause to be valid and enforceable and for the

avoidance of doubt the remaining paragraphs will remain in full force and effect; and

18.8. 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.

19. INFORMATION ABOUT US AND HOW TO CONTACT US

19.1. We are a company registered in England and Wales. Our company registration number is 8269437 and Our registered office is at 1 Victoria Terrace, Henstridge, Templecombe, Somerset, BA8 0RD.

19.2. If You have any questions or if You have any complaints, please contact Us by telephoning Us on 01963 364588 or by e-mailing Us at info@razdaz.co.uk.

19.3. If You wish to contact Us in writing, or if any clause in these Terms requires You to give Us notice in writing, You can send this to Us by hand, email or by pre-paid recorded delivery post addressed to Razzle Dazzle Services Limited at Our registered office or such other address as We may have specified to You in writing or by email. If We have to contact You or give You notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address You provide to Us in the Order.

19.4. A notice or other communication in writing shall be deemed to have been received if:

- a) delivered by hand, when left at the address referred in clause 19.3;
- b) sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;



d) or, if sent by email by Us (where permitted by the terms of this agreement), one Business Day after transmission.

19.5. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. HOW WE MAY USE YOUR PERSONAL INFORMATION

20.1. We will use the personal information You provide to Us to:

20.1.1. provide the Services;

20.1.2. process Your payment for such Services; and

20.1.3. inform You about similar products or services that We provide, but You may stop receiving these at any time by contacting Us.

20.2. 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.

20.3. We will not give Your personal data to any other third party.

21. GOVERNING LAW AND JURISDICTION

21.1. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

21.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

22. ACCEPTANCE OF THESE TERMS

22.1. By signing the Order and submitting it to Us for Our consideration, You agree to accept these Terms and confirm the following statements:

22.1.1. I confirm that I have read the above Terms and accept them.

22.1.2. I confirm that I have read and understood in particular clauses 7.10, 8, 9, 14 and 15.

22.1.3. I confirm that I have authority to bind any company or business on whose behalf I am accepting these Terms.

22.1.4. Where these Terms are being accepted by a company I/we confirm that I/we understand that I am/we are jointly and severally personally guaranteeing the obligations of the Company to You and that I/we have had the opportunity of taking independent legal advice.

22.1.5. I agree to Our Privacy Policy and to the use of my personal data in accordance with this policy. A copy of this policy is available on our website.