

BACKGROUND:

These Terms of Sale set out the terms under which Services are sold and provided by Us to business customers through this website, <https://eversmart.co> ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms of Sale when ordering Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Services, as explained in Clause 7;
"Data Protection Legislation"	means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR;
"Order"	means your order for the Services;
"Order Confirmation"	means Our acceptance and confirmation of your Order;
"Order Number"	means the reference number for your Order;
"Services"	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); and
"We/Us/Our"	means EVERSMART

2. Information About Us

2.1 Our Site, <https://eversmart.co>, is owned and operated by EVERSMART.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to Our Website Terms of Use <https://eversmart.co/website-privacy-and-cookie-policy/>. Please ensure that you have read them carefully and that you understand them.

4. Business Customers and Consumers

- 4.1 These Terms of Sale apply to business customers only. These Terms of Sale do not apply to individual consumers purchasing Services for personal purposes (that is, not in connection with, or for use in, their trade, business, craft, or profession). If you are a consumer, please consult Our Consumer Terms of Sale <https://eversmart.co/tos-services-to-consumers/>.
- 4.2 These Terms of Sale, together with any other terms referenced herein that are applicable to the Services ordered, constitute the entire agreement between Us and you with respect to your purchase of Services from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out or otherwise referred to in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

5. Services Location

Our Services are available in Essex, Kent, North East and South East London only. Customers from outside these areas may order Services from Us, however such Services can only be provided in the areas set out above.

6. Services, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you, however please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 6.2 Please note that sub-Clause 6.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Services, not to different Services altogether.
- 6.3 We neither represent nor warrant that all Services will be available at all times

and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on Our Site however, such indications may not take into account orders that have been placed by other customers during your visit to Our Site.

- 6.4 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any Order that you have already placed (please note sub-Clause 6.8 regarding VAT, however).
- 6.5 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 7 day period, We will treat your Order as cancelled and notify you of the same in writing.
- 6.6 In the event that the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.7 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 7.3 Order Confirmations shall contain the following information:
 - 7.3.1 Your Order Number;
 - 7.3.2 Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - 7.3.3 Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;

- 7.4 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 7.5 You may change your Order up to 3 days before We begin providing the Services by contacting Us.
- 7.6 If you change your Order, We will confirm all agreed changes in writing.
- 7.7 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
 - 7.7.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 7.7.2 An event outside of Our control continues for more than 28 days (please refer to Clause 14 for events outside of Our control).
- 7.8 If We cancel your Order under sub-Clause 7.8 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 day period. If We cancel your Order, you will be informed by telephone and the cancellation will be confirmed in writing by email.
- 7.9 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Services.

8. Payment

- 8.1 50% of the total price for the Services and We will invoice you for the remaining sums due on or after the completion of the Services. Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.
- 8.2 All sums due must be paid in full without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 8.3 We accept the following methods of payment on Our Site:
 - 8.3.1 PayPal;
 - 8.3.2 Stripe;
- 8.4 If you do not make any payment to Us by the due date as shown on invoice. We may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum..
- 8.5 The provisions of sub-Clause 8.4 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will be payable while such a dispute is ongoing. Once any such dispute is resolved, We will charge interest on correctly invoiced sums from the original due date.

9. Provision of the Services

- 9.1 We will provide the Services with reasonable skill and care consistent with best practices and standards in the electrical, intruder and CCTV sector. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation).
- 9.2 We will continue providing the Services until the estimated completion date set out in the Order Confirmation.
- 9.3 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 14 for events outside of Our control.
- 9.4 Any and all personal data processed by Us (as a data processor) on your behalf (as a data controller) in the course of providing the Services shall be processed in accordance with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Legislation.
- 9.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Depending upon the nature of the Services you have ordered, We may require information or action.
- 9.6 If the information you provide or the action you take under sub-Clause 9.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a problem arising as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.
- 9.7 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 9.5, We may suspend the Services (and will inform you of that suspension by email).
- 9.8 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by email before suspending or interrupting the Services.
- 9.9 If the Services are suspended or interrupted under sub-Clauses 9.7, or 9.8 you will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).
- 9.10 If you do not pay Us for the Services as required by Clause 8, We may suspend the Services until you have paid any and all outstanding sums due. If this happens, We will inform you by email. This does not affect Our right to charge you interest on any overdue sums under sub-Clause 8.4.
- 9.11 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible via contact_us@eversmart.co.
- 9.12 We will use reasonable endeavours to remedy problems with the Services as

quickly as is reasonably possible and practical. In emergency situations, such as those where vulnerable people may be affected, We will use reasonable endeavours to remedy problems within 24 hours.

- 9.13 We will not charge you for remedying problems under this Clause 9 where the problems have been caused by Us, or any of Our agents or sub-contractors. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, sub-Clause 9.6 will apply and We may charge you for the remedial work.

10. Cancelling the Services

10.1 Cancellation of Contracts shall be subject to the specific terms governing the Services in question and may be subject to a minimum contract duration. Details of the relevant duration, cancellation provisions and minimum notice periods will be provided and confirmed in Our Order Confirmation.

10.2 If you wish to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish. Please contact Us directly, using the following details:

10.2.1 Telephone: 07307 365 247;

10.2.2 Email: cancel_order@eversmart.co;

In each case, providing Us with your name, address, email address, telephone number, and Order Number.

10.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.

10.4 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be provided and confirmed in Our Order Confirmation.

10.5 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 7 calendar days of the day on which you inform Us that you wish to cancel.

10.6 Refunds under this Clause 10 will be made using the same payment method that you used when ordering the Services.

11. Ending the Contract Because of Something We Have Done (or Will Do)

11.1 You may end the Contract immediately at any time by giving Us written notice in the following circumstances:

11.1.1 We breach the Contract in a material way and fail to remedy the breach within 14 days of you asking Us to do so in writing;

- 11.1.2 We go into liquidation or have a receiver or administrator appointed over Our assets;
 - 11.1.3 We change these Terms of Sale to your material disadvantage;
 - 11.1.4 We are adversely affected by an event outside of Our control that continues for more than 28 days (as under sub-Clause 14.2.5).
- 11.2 If you wish to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish. Please contact Us directly, using the following details:
- 11.2.1 Telephone: 07307 365 247;
 - 11.2.2 Email: cancel_order@eversmart.co;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
 - 11.4 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be provided and confirmed in Our Order Confirmation.
 - 11.5 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 7 calendar days of the day on which you inform Us that you wish to cancel.
 - 11.6 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Services.

12. Our Rights to Cancel

- 12.1 For cancellations before We begin providing the Services, please refer to sub-Clause 7.8.
- 12.2 We may cancel the Contract after We have begun providing the Services due to an Event outside of Our control that continues for more than 28 days (as under sub-Clause 14.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.
- 12.3 Once We have begun providing the Services, We may cancel the Contract at any time and will give you at least 28 days written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.

- 12.4 We may cancel immediately by giving you written notice in the following circumstances. You will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums:
- 12.4.1 You fail to make a payment by the due date as set out in Clause 8. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 8.4; or
- 12.4.2 You breach the contract in a material way and fail to remedy the breach within 14 days of Us asking you to do so in writing.
- 12.5 Refunds under this Clause 12 will be issued to you as soon as possible, and in any event within 7 calendar days of the day on which you inform Us that you wish to cancel.
- 12.6 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Services.

13. Our Liability

- 13.1 Subject to sub-Clauses 13.3 and 13.4, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 13.2 Subject to sub-Clauses 13.3 and 13.4 Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either £50 or 1% of the total sums paid by you under the contract in question, whichever is the greater sum.
- 13.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.
- 13.4 If We are providing Services in your property and We cause any damage, 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 Services.

14. Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

14.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:

14.2.1 We will inform you as soon as is reasonably possible;

14.2.2 Our obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

14.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

14.2.4 If the event outside of Our control continues for more than 28 days We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;

14.2.5 If an event outside of Our control occurs and continues for more than 28 days and you wish to cancel the Contract as a result, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: 07307 365 247;

Email: cancel_order@eversmart.co;

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 7 calendar days after the date on which you inform Us that you wish to cancel.

15. Communication and Contact Details

15.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07307 365 247, or by email at contact-us@eversmart.co.

15.2 For matters relating to Our Services or your Order, please contact Us by telephone at 07307 365 247, or by email at contact-us@eversmart.co.

15.3 For matters relating to cancellations, please contact Us by telephone at 07307 365 247, or by email at cancel_order@eversmart.co

16. Complaints and Feedback

16.1 We always welcome feedback from Our customers and, whilst 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.

16.2 All complaints are handled in accordance with Our complaints handling policy

and procedure, available from <https://eversmart.co/complaints-policy/> and <https://eversmart.co/complaints-procedure/> respectively.

16.3 If you wish to give Us feedback about any aspect of your dealings with Us, please contact Us in one of the following ways:

16.3.1 By email, addressed to contact-us@eversmart.co;

16.3.2 By contacting Us by telephone on 07307 365 247.

17. How We Use Your Personal Information (Data Protection)

17.1 All personal information of yours that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

17.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <https://eversmart.co/website-privacy-and-cookie-policy/>.

18. Other Important Terms

18.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

18.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

18.3 The Contract 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 these Terms of Sale.

18.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

18.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

18.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale at any time, We will give you at least 14 days written notice of the changes before they come into effect. If you wish to cancel the Contract

as a result, please refer to sub-Clause 11.1.3.

19. Law and Jurisdiction

- 19.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 19.2 Any disputes concerning these Terms of Sale, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.