

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us 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 8;
"Order"	means your order for the Services;
"Order Confirmation"	means our acceptance and confirmation of 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. Age Restrictions

- 4.1 Consumers may only purchase Services through Our Site if they are at least 18 years of age.
- 4.2 None of the Services on Our Site may be purchased by anyone under 18 years of age

5. Business Customers

These Terms of Sale do not apply to customers purchasing Services in the course of business. If you are a business customer, please consult our Business Terms of Sale <https://eversmart.co/tos-services-to-business-customers/>

6. 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.

7. Services, Pricing and Availability

- 7.1 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.
- 7.2 Please note that sub-Clause 7.1 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.
- 7.3 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.
- 7.4 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 7.8 regarding VAT, however).
- 7.5 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.

- 7.6 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.
- 7.7 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.

8. Orders – How Contracts Are Formed

- 8.1 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.
- 8.2 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”).
- 8.3 Order Confirmations shall contain the following information:
 - 8.3.1 Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - 8.3.2 Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;
- 8.4 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.
- 8.5 You may change your Order up to 3 days before We begin providing the Services by contacting Us.
- 8.6 If you change your Order, We will confirm all agreed changes in writing.
- 8.7 If you change your mind, you may cancel your Order or the Contract before or after We begin providing the Services subject to these Terms of Sale. For details of your cancellation rights, please refer to Clauses 11 and 12.
- 8.8 We may cancel your Order at any time before We begin providing the Services in the following circumstances:

- 8.8.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
- 8.8.2 An event outside of Our control continues for more than 7 days (please refer to Clause 16 for events outside of Our control).
- 8.9 If We cancel your Order under sub-Clause 8.9 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.
- 8.10 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Services.

9. Payment

- 9.1 Payment for the Services will be due in the form of an advance payment of 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.
- 9.2 We accept the following methods of payment on Our Site:
 - 9.2.1 PayPal;
 - 9.2.2 Stripe
- 9.3 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.
- 9.4 The provisions of sub-Clause 9.4 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

10. Provision of the Services

- 10.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the electrical, intruder and CCTV sector, and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation). Please note that if you request that the Services begin within the legal 14 calendar day cancellation (or “cooling off”) period, your right to cancel may be limited or lost. Please refer to Clauses 11 and 12 for more details on your cancellation rights, including the cooling off period. We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.
- 10.2 We will continue providing the Services until the estimated completion date set

out in the Order Confirmation.

- 10.3 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 16 for events outside of Our control.
- 10.4 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.
- 10.5 If the information you provide or the action you take under sub-Clause 10.4 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 mistake made 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.
- 10.6 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 10.4, We may suspend the Services (and will inform you of that suspension by email).
- 10.7 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.
- 10.8 If the Services are suspended or interrupted under sub-Clauses 10.6, or 10.7 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).
- 10.9 If you do not pay Us for the Services as required by Clause 9, 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 9.4.

11. Your Legal Right to Cancel (Cooling Off Period)

- 11.1 If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.
- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:

11.2.1 Telephone: 07307 365 247

11.2.2 Email: cancel_order@eversmart.co

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 As specified in sub-Clause 10.1, if the Services are to begin within the cooling off period you are required to make an express request to that effect. This request forms a normal part of the order process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:

11.4.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.

11.4.2 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 7 days and in any event no later than 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services.

12. Cancellation After the Legal Cancellation Period

12.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services 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.

12.2 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:

12.2.1 Telephone: 07307 365 247;

12.2.2 Email: cancel_order@eversmart.co;

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

12.3 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.

12.4 You may be entitled to cancel immediately by giving Us written notice in the following circumstances:

- 12.4.1 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; or
 - 12.4.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
 - 12.4.3 We change these Terms of Sale to your material disadvantage; or
 - 12.4.4 We are adversely affected by an event outside of Our control that continues for more than 28 days (as under sub-Clause 16.2.5).
- 12.5 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. If you are cancelling due to Our failure to comply with these Terms of Sale or the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).
- 12.6 Refunds under this Clause 12 will be issued to you within 7 days and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services.

13. Our Rights to Cancel

- 13.1 For cancellations before we begin providing the Services, please refer to sub-Clause 8.9.
- 13.2 We may cancel the Services after We have begun providing them due to an Event outside of Our control that continues for more than 28 days (as under sub-Clause 16.2.4), 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 the contract. 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.
- 13.3 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.
- 13.4 Refunds due under this Clause 13 will be issued to you within 7 days and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services.
- 13.5 We may cancel immediately by giving you written notice in the following circumstances:

13.5.1 You fail to make a payment by the due date as set out in Clause 9. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 9.4; or

13.5.2 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.

14. Problems with the Services and Your Legal Rights

14.1 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.

14.2 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.

14.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault. 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 10.5 will apply and We may charge you for the remedial work.

14.4 As a consumer, you have certain legal rights with respect to the purchase of 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. If We do not perform the Services with reasonable skill and care, 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. If the 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 Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you. In addition to your legal rights relating directly to the Services, you also have remedies if We use materials that are faulty or incorrectly described.

15. Our Liability

15.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of

Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 15.2 We provide Services for domestic and private use or purposes. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind (including resale). 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.
- 15.3 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.
- 15.4 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 15.5 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 15.6 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. Events Outside of Our Control (Force Majeure)

- 16.1 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
- 16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
 - 16.2.1 We will inform you as soon as is reasonably possible;
 - 16.2.2 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;
 - 16.2.3 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;
 - 16.2.4 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;

16.2.5 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 14 calendar days after the date on which you inform Us that you wish to cancel.

17. Communication and Contact Details

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

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

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

18. Complaints and Feedback

18.1 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.

18.2 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.

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

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

18.3.2 By contacting Us by telephone on 07307 365 247

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

19.1 All personal information 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.

19.2 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/gdpr-policy/> and

20. Other Important Terms

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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 12.4.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions, 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.
- 21.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 21.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, 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.
- 21.4 If you are a business, any disputes concerning these Terms and Conditions, 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 & Wales.