

Terms and conditions

1 Introduction

- 1.1 This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will supply the Services to you. You may print a copy for future reference.
- 1.2 'Business Day' means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3 'Event Outside Our Control' has the meaning given in clause 14.
- 1.4 'Services' means the services listed on the Website which we may supply.
- 1.5 Before confirming your order please read through these Conditions and in particular our limitation of our liability and your indemnity at clause 12.
- 1.6 By ordering or accepting any of the Services, you agree to be legally bound by these Conditions.

2 About us

- 2.1 We, Mackay Property & Land Ltd, are a limited company registered in England and Wales under registration number 11394452. Our registered office is at Orchard Cottage, Ullington, Evesham, Worcestershire, WR11 8QH. Our VAT Number is 299 2320 75.
- 2.2 Our telephone number is 07713 445158.
- 2.3 Our email address is claire@mackayland.co.uk.

3 Eligibility to purchase

To be eligible to purchase our Services and lawfully enter into and form a contract with us, you must be 18 years of age or over.

4 Price

- 4.1 The prices of the Services are quoted on the order page.
- 4.2 Prices and any other charges quoted on the order page are based on performance of the Services in the United Kingdom unless otherwise specified.
- 4.3 Unless otherwise stated, the prices quoted exclude VAT which will be added at the current rate, to the total amount due from you.

5 Payment

- 5.1 Payment can be made by Cheque or Bank Transfer.
- 5.2 By placing an order, or accepting services from us, you consent to payment of our fees.
- 5.3 You must pay the amount of our invoice within 14 days of the date of invoice.
- 5.4 We shall contact you should any problems occur with the payment of invoices.

6 Interest

- 6.1 Unless clause 6.2 applies, you must pay us interest on any amounts you owe us and fail to pay us on the due date at the rate of 3% a year above the base lending rate of Bank of England from time to time, accruing daily from the due date until the date of payment, whether before or after judgment.
- 6.2 We will not charge you interest
 - 6.2.1 for the period of dispute in respect of an invoice that you dispute in good faith, provided you have advised us within a reasonable time of receiving it that you dispute it and your basis for disputing it.
 - 6.2.2 until after we have performed the services again if we have a duty to do so.

7 Order process and formation of a contract

- 7.1 All orders are subject to acceptance and availability. If we are unable to supply you with the Services in your order due to matters such as unavailability of key staff or an Event Outside Our Control or because we have identified a mistake in the description of the Services or the price stated by us, we will notify you. We will not proceed with the order.
- 7.2 Any order placed by you for the Services constitutes an offer to purchase them from us.
- 7.3 You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Services.
- 7.4 A 'Confirmation Notice' means an email which we send to you to confirm that we shall be providing the requested Services. A Confirmation Notice will be our acceptance of the offer made in the order to which that Confirmation Notice relates.
- 7.5 A contract between you and us for the supply of the Services (the 'Contract') incorporating the version of these Conditions in force at the time of your order will come into existence when we send you the Confirmation Notice relating to your order. You may print and keep a copy of the Confirmation Notice for future reference.
- 7.6 If you think that there is a mistake in the Confirmation Notice or if you wish to make any changes, please contact us to discuss this. If you request a change, we will tell you if that is possible and about any changes to the price, delivery or performance dates or any other changes that we need to make as a result of your request. We will ask you if you wish to go ahead with the change.
- 7.7 We may make
 - 7.7.1 changes to these Conditions as a result of changes in any relevant laws and regulatory requirements,
 - 7.7.2 changes to these Conditions as a result of changes in how we accept payment from you,
 - 7.7.3 changes in the amount payable by you to the extent of any changes in the VAT included in the price or payable in relation to the price.
- 7.8 If we make any changes in accordance with clause 7.7 we will give you written notice of the changes before we supply the Services. You can choose to cancel the contract if the change would be significantly to your disadvantage.
- 7.9 Any variation to these Conditions which have been incorporated into the Contract or to the Contract other than those mentioned in clause 7.7 shall only be binding when agreed in writing and signed by you and us.
- 7.10 All contracts verbal and written are entered into business to business on the basis of caveat emptor; it is our customer's responsibility for checking the suitability of the service, advice and reports provided. No warranty is implied or given.

8 Performance of Services

- 8.1 The Services will be performed at the address or by the means specified by us when we accept the order.
- 8.2 When we accept the order, we will confirm estimated start and completion dates for the performance of the Services. We will endeavour to perform the Services in accordance with these estimated dates and will perform the Services within a reasonable time from the date we accept the order.
- 8.3 In the event that an Event Outside Our Control prevents us from performing the Services within a reasonable time from the date we accept the order, clause 14 will apply.
- 8.4 If we need to provide the Services at the premises occupied by you, you will provide access to the premises on the date we have agreed for the Services to be carried out.
- 8.5 If you fail to provide access to the premises on the agreed date,
 - 8.5.1 you must pay us any additional costs incurred by us in providing the Services to you
 - 8.5.2 in the event that despite our reasonable efforts we are unable to obtain access to the premises to provide the Services, we may end the contract with you. We will charge for our reasonable costs incurred in attempting to perform the Contract.

- 8.6 If we ask you to provide us with information in order for us to provide the Services, you must provide us with complete and accurate information by the date we request that you provide it by, otherwise:
- 8.6.1 you must pay us any reasonable sum we charge you to cover any extra work that is necessary as a result of you providing incomplete or inaccurate information.
 - 8.6.2 you must pay us any additional costs incurred by us in providing the Services to you resulting from you not providing such information to us by the date we have requested.
 - 8.6.3 we may suspend the Services by giving you written notice unless you agree to pay such extra costs.
 - 8.6.4 in the event that despite our reasonable efforts we are unable to obtain the requested information from you and are therefore unable to supply the Services, we may end the contract with you. We will refund you any money you have paid less our reasonable costs incurred in attempting to perform the Contract.
- 8.7 We will not be liable for any delay or non-performance due to your failure to provide us with complete and accurate information by the time we have requested.
- 8.8 If we suspend the Services under this clause, you do not have to pay for the Services while they are suspended, but you will remain liable to pay any invoices we have already sent you for Services we have already performed.

9 If there is a problem with the Services

- 9.1 If the Services provided do not conform to the Contract due to them not being provided with reasonable care and skill:
- 9.1.1 you should provide us with details of the problem as soon as reasonably possible;
 - 9.1.2 if we repeat performance of the Services, we will do so at our own cost and as soon as reasonably practicable.
- 9.2 Services, advice and reports are provided for information only, and any risk involved in the interpretation or use of any service, advice or report are entirely at the risk of the customer, no warranty of guarantee is provided. All information provided will be based on the market conditions at that time, these can fluctuate significantly. Please ensure you are aware of your risks if investments are made based on the services, advice or reports provided. These are provided on a caveat emptor basis.

10 Cancelling your Contract and returns

10.1 Cancelling before Confirmation Notice

- 10.1.1 You may cancel your order for the Services by notifying us of your decision to cancel at any time prior to us sending you a Confirmation Notice.
- 10.1.2 You may notify us of your decision to cancel by:
- 10.1.2.1 Email, telephone or post it as detailed below.
 - 10.1.2.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number by:
 - 10.1.2.2.1 Telephone on 07713 445158
 - 10.1.2.2.2 Email at claire@mackayland.co.uk
 - 10.1.2.2.3 Post at Orchard Cottage, Ullington, Evesham, Worcestershire, WR11 8QH

10.2 Cancellation after Confirmation Notice

- 10.2.1 The 'Cancellation Period' means the period of 14 days starting with and including the day after we send you a Confirmation Notice.
- 10.2.2 If you wish us to begin to supply the Services during the Cancellation Period, you must request us to do this and you must acknowledge that you will lose the right to cancel once the Services have been fully performed.

- 10.2.3 Unless the Services have been fully performed under the Contract in accordance with your request and acknowledgement referred to in clause 10.2.2 and subject to clause 10.4, you may cancel the Contract within the Cancellation Period by notifying us of your decision to cancel.
- 10.2.4 You will lose your right to cancel the Contract once the Services have been fully performed in accordance with your request and acknowledgement.
- 10.2.5 You may notify us of your decision to cancel by:
 - 10.2.5.1 Email, telephone or post it as detailed below.
 - 10.2.5.2 sending a statement saying that you wish to cancel quoting your name, address, the name or a description of the Services and your order reference number by:
 - 10.2.5.2.1 Telephone on 07713 445158
 - 10.2.5.2.2 Email at claire@mackayland.co.uk
 - 10.2.5.2.3 Post at Orchard Cottage, Ullington, Evesham, Worcestershire, WR11 8QH
- 10.2.6 If you cancel the Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.

10.3 Refunds on cancellation

- 10.3.1 So long as you are entitled to cancel and have complied with your obligations under clause 10.2, we will refund you the balance of the price and VAT you paid to us after deducting:
 - 10.3.1.1 the value of the Services we supplied before we received your cancellation notice together with VAT payable in respect of that value.
- 10.3.2 If the Contract is for the supply of services only or for the supply of goods and services with the main purpose being the supply of services, we will refund you the sum in clause 10.3.1 within 14 days of our receipt of your cancellation notice.
- 10.3.3 We will refund you the sum in clause 10.3.1 using the same method of payment used by you, unless you agree to a refund by a different method of payment.

10.4 Exception to the right to cancel

You will not have a right to cancel in the following situations:

- 10.4.1 The Contract is for goods which are bespoke or have been personalised.
- 10.4.2 The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us.
- 10.4.3 You have specifically requested a visit from us to carry out urgent work.
- 10.4.4 The Contract is for the sale of land or financial services.
- 10.4.5 The Contract is for rental of accommodation for residential purposes.
- 10.4.6 The Contract is for construction or conversion of buildings.
- 10.4.7 The Contract is for gaming, betting and lottery services.
- 10.4.8 The Contract is for accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities where there is a specific date or period for performance.

11 Complaints

If you have a comment, concern or complaint about any Services you have purchased from us, please contact us by telephone on 07713 445158, by email at claire@mackayland.co.uk or by post at Orchard Cottage, Ullington, Evesham, Worcestershire, WR11 8QH.

12 Liability and indemnity

- 12.1 We have a duty to supply Services to you that conform to the Contract including a duty to ensure that
 - 12.1.1 the Services are carried out with reasonable care and skill
- 12.2 We cannot exclude our liability for a failure to comply with these duties mentioned in this sub-clause. Nothing in these Conditions affects your legal rights if these duties are not complied with.
- 12.3 We cannot exclude or limit our responsibility to you for:
 - 12.3.1 Death or personal injury resulting from our negligence or the negligence of our employees
 - 12.3.2 Fraud or fraudulent misrepresentation
 - 12.3.3 A claim for a defective product against us if we do not give you the name of the person who supplied the product to us within a reasonable time of your request for us to do so.
- 12.4 We are not responsible for unforeseeable losses.
- 12.5 If you purchase the Services for any business purpose including for re-sale, we will not be liable for any business losses, loss of profits, loss of contracts, loss of business opportunities, loss of management time, loss of business data or losses due to interruption of your business.
- 12.6 We will not be responsible for any delay in performing the Services if
 - 12.6.1 we have asked you to provide specified information that is necessary for performing the Services and
 - 12.6.2 you have failed to provide complete and accurate information or you have provided such information later than the date we have asked you to supply it by.

13 Our rights of termination

We reserve the right to terminate the Contract by writing to you if you fail to make any payment to us when due and you still do not make payment within 14 days of us reminding you that payment is due.

14 Events outside our control

- 14.1 Except for our obligations under this clause, we shall not be responsible for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside our reasonable control ('Event Outside Our Control').
- 14.2 We will take all reasonable steps to minimise a delay in performing our obligations to you which arises from an Event Outside Our Control.
- 14.3 We will promptly notify you of any Event Outside Our Control which prevents us from or delays us in performing our obligations to you, giving details of it and (where possible) the extent and likely duration of any delay.
- 14.4 Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues.

Use of personal data

- 14.5 We envisage that we will request personal information from you whilst you use our services. This information will only be requested and processed in accordance with our Data Protection Policy, which can be found at www.mackayland.co.uk.
- 14.6 In brief, we will act fairly in connection with personal information requested from you, when we request information we will alert you to our Data Protection Policy, and unless the information is necessary for a reason specified in the General Data Protection Regulation (GDPR) we will only process it with your consent. Before receiving your information we'll endeavour to provide the information required by the GDPR.

15 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the

Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

16 Other important terms

- 16.1 We reserve the right to change the domain address our Website and any services, products, product prices, product specifications and availability at any time.
- 16.2 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.
- 16.3 All Contracts are concluded in English only.
- 16.4 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.
- 16.5 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17 Governing law

These Conditions and the Contract are governed by the laws of England and Wales.

18 Governing jurisdiction

You can bring legal proceedings in respect of the Services in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Services in either the courts of Scotland or England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the courts of Northern Ireland or England and Wales. If you live in another country in the EU, you can bring legal proceedings in respect of the Services in either the courts of your home country or England and Wales.