

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions which apply to your use of the Mila platform (www.mila.com) to engage a Service Provider. A Service Provider is either a Friend (a talented individual in your neighbourhood) or a Pro (a professional company). Mila provides a marketplace in which you are referred to a suitable Service Provider and can book services from them.

1.2 On-Site and remote Services. These are services offered by Service Providers to customers on the Mila platform. Remote Services are services carried out by telephone or by means of supporting software such as [Team Viewer](#).

1.3 Why you should read them. Please read these terms carefully before you engage a Service Provider via the Mila platform, along with our [Privacy Notice](#). These terms tell you who we are, how you can engage a Service Provider via Mila, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Mila AG a company registered in Switzerland. Our company registration number is CHE-220.287.171 and our registered office is at Gutenbergstrasse 1, CH-8002 Zurich. Our registered VAT number is [CHE-220.287.171 MWST].

2.2 How to contact us. You can contact us by writing to us at the address above or by email to info@mila.com.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Use of the Mila platform

3.1 Age restrictions. You must be 18 years of age or older to book services on the Mila platform.

3.2 Keeping your username and password secure. You will create a username and password to enable you to access the Mila platform. You must keep your username

and password secure and not permit any third party to access the Mila platform using your username and password. You must inform us as soon as practicable if you become aware that: (i) any third party has access to your username and password; or (ii) there has been unauthorised access to the Mila platform using your username and password. We have the right to disable any username or password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

3.3 We may suspend or withdraw the Mila platform. Other than as expressly stated in these terms, we do not make any commitment about the Mila platform, its functionality, availability, or ability to meet your needs. We may suspend all or any part of the Mila platform for example for the purpose of implementing new functionality or to undertake other essential maintenance work. We may also amend, extend or decommission the Mila platform. We will try to give you reasonable notice of any significant suspension, change or decommissioning.

4. Our contract with you

4.1 How your order will be accepted. You can submit a request for services via the Mila platform. We will refer your request to a suitable Service Provider. Acceptance of your order will take place when one of our Service Providers contacts you with an order confirmation, at which point a contract will come into existence between you and us.

4.2 Your rights to make changes. If you wish to make a change to the services you have ordered please contact us using the contact details in clause 2. We will let you know if the change is possible.

CUSTOMERS may cancel and rebook confirmed booking requests under the conditions set forth in points a. to c. below.

- a. Cancellation up to 24 hours before the start of the SERVICE is free of charge.
- b. For a cancellation made 24 hours before the start of the SERVICE, the SERVICE PROVIDER shall be entitled to the following payment, depending on the time of cancellation:

For cancellations made (i) 24 – 3 hours before the start of the SERVICE, a fee of £40 may be charged for PRO SERVICES or a fee of £25 may be charged for FRIENDS SERVICES; (ii) less than 3 hours before the start of the SERVICE, a fee of £60 may be charged for PRO SERVICES or a fee of £40.- may be charged for FRIENDS SERVICES.

Points b) does not cover cancelled orders which were placed by Mila less than 24 hours before the scheduled start of the order.

- c. If the CUSTOMER is not on site at the time of the SERVICE appointment as agreed, a fee of £60 may be charged for PRO SERVICES or a fee of £40 may be charged for FRIENDS SERVICES.

All prices are inclusive of VAT.

5. Providing the services

5.1 When the services will be provided. The Service Provider will begin the services on the date set out during the order process and confirmed in your order confirmation. The estimated completion date for the services is as set out during the order process and confirmed in your order confirmation. If the Service Provider identifies that a longer period will be required to provide the services once they have further information about the services requested or arrive at your property and see what is required, we will confirm the updated completion date for the services to you in an updated order confirmation.

5.2 We are not responsible for delays outside our control. If the Service Provider's provision of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

5.3 What will happen if the Service Provider otherwise cannot provide the services and you are at fault. If the Service Provider attempts to provide the services but cannot do so successfully due to a cause for which you are responsible, clause 4.2 applies. Examples of when this would apply are if you have purchased an unsuitable product or the specific conditions at your property mean that a product cannot be successfully installed. If in doubt, please check the suitability of the product you are buying before purchase, to make sure it is suitable for your purposes and your property.

6. Rating Service Providers

6.1 Rating your Service Provider. We provide a rating system for you to tell us how well the Service Provider provided the services. We ask you to provide a rating to help other customers see the quality of a Service Provider. The Service Provider's rating forms part of their profile on the Mila platform.

6.2 Our Fair Use Policy. All ratings are subject to our [Fair Use Policy](#). We have the right to remove any rating posted on our site if, in our opinion, it does not comply with our Fair Use Policy. The views expressed by other users on the Mila platform do not represent our views or values.

7. Your rights to end the contract

7.1 Ending the contract because of something we have done wrong. You have a legal right to end the contract because of something we, including the Service Provider, have done wrong. If you are ending a contract for this reason, the contract will end immediately, you will not have to pay for any services which have not been provided and you may also be entitled to compensation.

7.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013). You have 14 days after the day you receive your order confirmation. However, once the Service Provider has completed the services you cannot change your mind, even if the 14-day period is still running. If you cancel after the Service Provider has started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.3 Ending the contract where we are not at fault and there is no longer a right to change your mind. Even if we are not at fault and the 14 days has passed during which you have the right to change your mind (see clause 7.2), you can still end the contract before it is completed, but you may have to pay us compensation. Your contract is completed when the Service Provider has finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have no right to change your mind, please contact us to let us know. The contract will end immediately, and we will deduct any sums for services not yet provided from the amount payable to us, but we may charge the following fees as compensation for the net costs we will incur as a result of you ending the contract:

8. Ending the contract with us (including if you have changed your mind) and how we calculate the amount payable to us

8.1 To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on +44 20 3808 4619 or email us at info@mila.com. Please provide your name, address, details of the order including your order number and, where available, your phone number and email address.
- (b) **Online.** Complete the form on our website.
- (c) **By post.** Print off the confirmation e-mail and post it to us at the address on the form. Or simply write to us at that address, including your name and address, details of the services you ordered, when you ordered them, your order number, and, where available, your phone number and email address.

8.2 How we will recalculate the amount payable to us. If you are exercising your right to change your mind, you will need to pay an amount for the supply of the services already provided, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full services agreed under the contract.

8.3 How we will process any refunds. If we need to refund you for payments already made, we will do so by the method you used for payment. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, your name, address, email address and telephone number;
- (c) you do not, within a reasonable time, allow the Service Provider access to your premises to supply the services; or

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services the Service Provider has not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the services

10.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can telephone our Help Centre at +44 (0) 20 3808 4619 or write to us at info@mila.com. Please include your order number.

10.2 Summary of your legal rights. We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 states that:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2 above (Exercising your right to change your mind (Consumer Contracts Regulations 2013)).

11. Price and payment

11.1 Where to find the price for the services. The price of the services (which includes VAT) will be the price indicated when you submitted your request for services and confirmed in your order confirmation. If the Service Provider identifies that additional work will be required to provide the services once they have further information about the services requested or arrive at your property and see what is required, we will confirm the updated price of the services to you in an updated confirmation email.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. We take all reasonable care to ensure that the price of the services advised to you is correct. However, it is always possible that some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract before the services are performed and refund you any sums you have paid.

11.4 When you must pay and how you must pay. We only accept online payments. The payment methods available depend on the service you are ordering. All payments are processed electronically through the licenced payment service provider Adyen. You need to provide your payment details in order to book a service, but payment will not be taken until the Service Provider has finished providing the services to you. The Service Provider will ask to you sign to confirm they have finished providing the services. If you change your mind or otherwise cancel part way through the services being provided (see clause 7), this will be when the partial services have been provided. You will receive a confirmation e-mail after the service was provided and the payment was made.

11.5 We can charge interest if you pay late and hand over the open positions to a collection agency. If we are unable to collect any payment after the services have been provided, we may transfer the open positions to a collection agency and charge interest to you on the overdue amount at the rate of 2% a year above the Barclays Bank base lending rate from time to time. This interest will accrue on a daily basis from the day after the date the services were completed until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12. Intellectual Property Rights. You acknowledge and agree that any and all intellectual property rights (including, but not limited to, patents, copyright, trade marks, database rights and rights in design) in the Mila platform are owned by us or our licensors and that nothing in these terms gives you any right title or interest in any intellectual property rights save as expressly set out in these terms.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the services as summarised at clause 10.2.

13.3 When we are liable for damage to your property. We will make good any damage to your property caused by the Service Provider while providing services in your property. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that the Service Provider discovers while providing the services.

13.4 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information. We will only use your personal information as set out in our [Privacy Notice](#). Please also see our Privacy Notice for details of our geo-tracking option which enables you to track the location of the Service Provider from 30 minutes prior to the scheduled start of the service.

15. Our right to vary these terms

15.1 We may revise these terms from time to time to reflect the following circumstances:

- (a) changes in relevant laws and regulatory requirements; and
- (b) changes in Mila service offerings or business model.

15.2 If we have to revise these terms, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel if you are not happy with the changes.

16. Other important terms

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

16.2 You need our consent to transfer your rights to someone. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract This contract is between you and us. No other person has any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

16.7 Online dispute resolution. Disputes may also be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#).