

JOINERY TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of joinery services by <<Insert name of Joiner>> or <<Address>> to <<Insert name of customer>> who are business users that require their services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

|                            |   |
|----------------------------|---|
| “Agreement”                | comprising an agreement in the form of the Schedule attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the customer’s acceptance of the Quotation;  |
| “Agreed Date”              | the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];  |
| “Agreed Times”             | the times at which the Parties shall agree upon the times at which the Parties shall have access to the Property as set out in Schedule 1];   |
| “Business Day”             | any day other than Saturday or Sunday) on which the Parties are open for their full range of services at <<Insert location>>;   |
| “Confidential Information” | information which is disclosed by one Party to the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise protected by law);                              |
| “Customer”                 | the person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a natural person or a legal entity for the purposes of a contract for the provision of Services for the purposes of a business as defined by the Consumer Rights Act 2015; |
| “Final Fee”                | any fee or sum payable which shall be payable by the Customer in accordance with Clause 4 of these Terms and Conditions;  |
| “Job”                      | the work to be done in full of all of the Services;   |
| “Order”                    | the initial request to acquire the Services as described in Clause 2 of these Terms and Conditions;   |
| “Products”                 | the materials required to render the Services and any other materials to procure and supply (unless otherwise stated);  |

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|---------------------|--|
| <b>“Property”</b>   | the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to be performed;  |
| <b>“Quotation”</b>  | a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an indication of an Order; |
| <b>“Quoted Fee”</b> | the Fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;   |
| <b>“Services”</b>   | the joinery services provided by the Joiner as detailed in Clause 5 of these Terms and Conditions;   |
| <b>“Visit”</b>      | any occasion, scheduled or otherwise, on which the Joiner shall visit the Property to render the Services;   |
| <b>“Work Area”</b>  | the part of the Property within which the Services are to be provided.   |

- |       |  |
|-------|--|
| 1.2   | Unless otherwise stated, a reference to a Clause of these Terms and Conditions requires, each reference in these Terms and Conditions to a Clause of these Terms and Conditions to be construed as a reference to the relevant Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Clause of these Terms and Conditions (including the Schedules) as amended or supplemented at the relevant time; |
| 1.2.1 | A reference to a Clause of these Terms and Conditions by similar expression, includes a reference to any Clause of these Terms and Conditions referred to by electronic transmission or similar means;   |
| 1.2.2 | A reference to a statute is a reference to that statute or any statute subsequently amended or re-enacted at the relevant time;  |
| 1.2.3 | A reference to "these Conditions" is a reference to these Terms and Conditions (including the Schedules) as amended or supplemented at the relevant time;  |
| 1.2.4 | A reference to "these Terms and Conditions" refers to these Terms and Conditions;  |
| 1.2.5 | A reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Clause of these Terms and Conditions (including the Schedules) is a reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Clause of these Terms and Conditions (including the Schedules) as amended or supplemented at the relevant time;                              |
| 1.2.6 | "Parties" refer to the parties to the Agreement.   |
| 1.3   | The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions.  |
| 1.4   | Words in the singular shall include the plural and vice versa.   |
| 1.5   | References shall include any other gender.   |
| 1.6   | References shall include corporations.   |

## 2. Orders

- 2.1 The [REDACTED] for their Services through <<insert methods e.g. telephonic, email, etc>>
- 2.2 When the [REDACTED] Customer shall set out, in detail, the Services

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location and size of the Property, as required, and the type(s) of joinery shall provide an Order form to the contractor. [All such

- the Joiner shall, unless they do not  
es required, prepare and submit a  
or first-class post which shall set  
Clauses 3 and 4 respectively.

- is to the Order and Quotation prior to the Order but changes to a Quotation if the Customer requests that a revised Quotation in which the Order is incorporated. The Customer may accept the revised Quotation, by telephone, email or otherwise. The Joiner may otherwise agree in writing. The Quotation remains valid for acceptance within the time period issued by the Joiner.

- ation or acceptance of an Order or  
 stance of a Quotation, no binding  
 to any of the Services shall exist or  
 Agreement and the Deposit has  
 eement between them shall come

- posit has not been paid by the date after the date of execution of this provided that it has not commenced posit tendered after that period of to notify the Customer that the stance.

not more than <<insert period e.g. 7  
Deposit to the Joiner. The Deposit  
and Fee>>.

- Deposit shall be non-refundable.

liable for the Services and for the  
services and complete the Job [and

- ours to use only the Products (and the Agreement; however, if the fee shall be adjusted to reflect this. necessary minimum.

- procured by the Joiner or costs of  
 case during the period between the  
 and the commencement of the  
 mer of such increase and of any

- The Final Fee when the provision of

- the S complete.
- 4.5 All in within <<insert period e.g. 14 days>> of receipt by the C
- 4.6 Any s aid following the expiry of the time period set out in s incur interest on a daily basis at <<insert per cent per annum>> or base rate of <<insert name of bank>> obtaining at the ti
5. **Services**
- 5.1 The S ed in accordance with the specification set out in the a n the Agreement (as may be amended by mutual agree
- 5.2 The S tches, impressions, plans, diagrams or similar docu Job. Any such material is intended for illustrative purpo nded to provide an exact specification of the Job nor to lts.
- 5.3 The S onable endeavours to ensure that the materials used the Customer and are consistent throughout the Prop (thereof). Notwithstanding this the Joiner cannot guar grain (and similar aspects) of the materials; nor can ed throughout due to unavoidable variances which their manufacturing process of the materials or out of their
- 5.4 The S the Services are rendered with reasonable care and s standard which is commensurate with best trade pract
- 5.5 The S o other parts of the Property suffer damage as a result of the S. Any damage which may occur shall be made expense to the Customer prior to completion of the J
- 5.6 When ed externally or in other parts of the Property where to water or moisture the Joiner shall ensure that those created for protection against rot and other water dama
- 5.7 The S they comply with any and all relevant codes of pract
- 5.8 [The S pose of all waste that results from their rendering of the
- 5.9 Follo Job the Customer shall have a period of <<insert perio which to inspect the completed work and to notify the J. The Joiner shall correct such defects at no addit
6. **Customer's**
- 6.1 If an other permissions are needed from any third partie nanning authorities, local authorities or similar, it shall responsibility to obtain the same in advance of the comr es.
- 6.2 The that the Joiner can access the Property at the

- Agreed Times to re
- 6.3 The Customer shall [redacted] the Joiner a set of keys to the [redacted] to give the Joiner access. The [redacted] safely and securely.
- 6.4 The Customer shall [redacted] the Work Area is kept clear of furniture, [redacted] of the Job unless otherwise [redacted]
- 6.5 If the Customer is not [redacted] to the Joiner, the Joiner [redacted] es which may result. If additional [redacted] n measurements, the Joiner shall [redacted] is an excess of materials due to [redacted] not reimburse the Customer for [redacted]
- 6.6 The Customer shall [redacted] as access to electrical outlets and [redacted] a supply of hot and [redacted]
- 6.7 The Customer must [redacted] t <<insert period e.g. 24 hours>> [redacted] the Services on a particular day or [redacted] oice for cancelled Visits provided [redacted] period e.g. 24 hours>> notice is [redacted] at the Joiner's normal rate.

## 7. Cancellation

- 7.1 The Customer may [redacted] the Job at any time before the [redacted] ncellation or rescheduling:
- 7.1.1 If the Customer [redacted] ore than <<e.g. 28 days>> before [redacted] ue a full refund of all sums paid, [redacted]
- 7.1.2 If the Customer [redacted] ob more than <<e.g. 28 days>> [redacted] shall retain all sums paid, including [redacted] h sums from any related balance [redacted]
- 7.1.3 If the Customer [redacted] s than <<e.g. 28 days>> but more [redacted] greed Date the Joiner shall refund [redacted]
- 7.1.4 If the Customer [redacted] o less than <<e.g. 28 days>> but [redacted] the Agreed Date the Joiner shall [redacted] Deposit and shall deduct all such [redacted] n any balance payable on the [redacted] all be payable on the rescheduled [redacted] Job.
- 7.1.5 If the Customer [redacted] than <<e.g. 14 days>> before the [redacted] all sums paid and any outstanding [redacted] able. No refund shall be issued.
- 7.1.6 If the Customer [redacted] less than <<e.g. 14 days>> before [redacted] retain all sums paid and any [redacted] mediately payable. No refund shall [redacted] ount toward the fees and Deposit [redacted]
- 7.2 The Joiner may can [redacted] before the Agreed Date and shall [redacted]

- refund of the Deposit.
8. **Liability, Indemnification**
- 8.1 The Joiner shall maintain at all times in force and effect any and all public liability insurance they have in place at all times suitable and valid for the Services.
- 8.2 The Joiner shall be liable for any loss or damage caused as a result of their negligence or breach of these Terms and Conditions or of the Agreement shall be limited to the extent of the insurance cover.
- 8.3 The Joiner shall be liable for any loss or damage suffered by the Customer which is caused by the Customer's failure to follow any instructions given by the Joiner.
- 8.4 Nothing in these Conditions or in the Agreement shall limit or exclude the Joiner's liability for death or personal injury.
- 8.5 Subject to the above, the Joiner shall indemnify the Customer against any loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.
- 8.6 The Customer shall indemnify the Joiner against any costs, liability, damages, claims or proceedings arising out of the Customer's failure to meet any of its obligations under these Terms and Conditions or of the Agreement.
9. **Guarantee**
- 9.1 The product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> from the date of delivery.
- 9.2 If any defects of the Services appear during the guarantee period, the Joiner shall rectify any and all such defects free of charge to the Customer.
10. **Data Protection**
- The Joiner shall protect the Customer's personal data as set out in the Joiner's <<insert document>> Privacy Notice>> available from <<insert location(s)>>.
11. **Confidentiality**
- 11.1 Except as required by law, the Joiner shall not disclose Confidential Information to any third party without the prior written consent of the other Party, except in the following circumstances:
- 11.1.1 To the extent necessary to perform the Services;
- 11.1.2 To the extent necessary to disclose Confidential Information to any other party;
- 11.1.3 To the extent necessary to disclose Confidential Information for any purpose other than as set out in this Clause, subject to the terms of the Agreement;
- 11.1.4 To the extent necessary to disclose Confidential Information of, record in any way or part with possession of Confidential Information; and
- 11.1.5 To the extent necessary to disclose Confidential Information to its directors, officers, employees, agents, sub-agents, or subcontractors, provided that the Joiner does any act which, if done by that Party, would be in breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any

11.2.1.1 any

11.2.1.2 any

11.2.1.3 any  
afore

to such extent  
the Agreement  
(Services), or  
inform the  
Information  
such body u  
such body)  
confidentialit  
should be a  
keep the Co  
purposes for

11.2.2 use any Co  
other person  
or at any time  
fault of that  
not disclose  
knowledge.

11.3 The provisions of t  
their terms, notwith

12. **Force Majeure**

12.1 No Party to the Ag  
their obligations wh  
beyond the reason  
include, but are not  
industrial action, civ  
acts of war, pande  
event that is beyon

12.2 [In the event that a  
thereunder as a re  
period>>, the other  
written notice at the  
Parties shall agree  
completed up to the  
any prior contractua  
of the Agreement.]

13. **Termination**

13.1 Either Party may im  
to the other Party if:

13.1.1 any sum ov  
provisions o  
Business Da

to:

er of that Party;

authority or regulatory body; or

of that Party or of any of the  
es or bodies;

for the purposes contemplated by  
limited to, the provision of the  
in each case that Party shall first  
in question that the Confidential  
pt where the disclosure is to any  
2 or any employee or officer of any  
ng to the other Party a written  
party in question. Such undertaking  
in the terms of this Clause 11, to  
nfidential and to use it only for the  
made; and

any purpose, or disclose it to any  
it is at the date of the Agreement,  
nes, public knowledge through no  
use or disclosure, that Party must  
tial Information which is not public

continue in force in accordance with  
of the Agreement for any reason.

any failure or delay in performing  
ay results from any cause that is  
y ("Force Majeure"). Such causes  
e, internet service provider failure,  
ns, earthquakes, acts of terrorism,  
n or any other similar or dissimilar  
in question.

it cannot perform their obligations  
or a continuous period of <<insert  
tion terminate the Agreement by  
the event of such termination, the  
onable payment for all Services  
ch payment shall take into account  
nto in reliance on the performance

Agreement by giving written notice

at other Party under any of the  
ot paid within <<insert period>>  
yment;

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- 13.1. ...mits any other breach of any of the provisions of the breach is capable of remedy, fails to remedy ... Business Days after being given written particulars of the breach and requiring it to be
- 13.1. ... possession, or where that other Party is a ... appointed, of any of the property or assets of
- 13.1. ... any voluntary arrangement with its creditors or, ... comes subject to an administration order (within ... olvency Act 1986);
- 13.1. ... an individual or firm, has a bankruptcy order ... a company, goes into liquidation (except for ... amalgamation or re-construction and in such ... company resulting therefrom effectively agrees to be ... the obligations imposed on that other Party under
- 13.1. ... to any of the foregoing under the law of any ... relation to that other Party;
- 13.1. ... s, or threatens to cease, to carry on business; or
- 13.1. ... Party is acquired by any person or connected ... control of that other Party on the date of the ... purposes of this Clause 13, "control" and ... shall have the meanings ascribed thereto by ... 22 respectively of the Corporation Tax Act 2010.
- 13.2 For t ... of re ... respo ... se 13.1.2, a breach shall be considered capable ... ch can comply with the provision in question in all
- 13.3 When ... the Agreement under sub-Clause 13.1, the ... eceived from it shall be refunded it in full, and it ... er amount(s) payable under the Agreement.
- 13.4 The ... agreement shall not prejudice any other right or ... ect of the breach concerned (if any) or any other
14. **Effects of T**
- Upon the ter ... nt for any reason:
- 14.1 any s ... y to the other under any of the provisions of the ... ediate due and payable;
- 14.2 all Cl ... lessly or by their nature, relate to the period after ... e Agreement shall remain In full force and effect;
- 14.3 termi ... prejudice any right to damages or other remedy ... ay have in respect of the event giving rise to the ... t to damages or other remedy which any Party ... reach of the Agreement which exist at or before
- 14.4 subje ... clause 14 and except in respect of any accrued ... nder any further obligation to the other; and



- 14.5 each Party shall (either directly or indirectly) cease to use, either directly or indirectly, any Confidential Information, and shall immediately release and destroy all documents in its possession or control which contain Confidential Information.
15. **No Waiver**
- No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or to be a waiver of any subsequent breach of the same or any other provision of the Agreement.
16. **Further Assurance**
- Each Party shall execute and do all such acts, deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.
17. **Costs**
- Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of the Agreement.
18. **Set-Off**
- Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time.
19. **Assignment and Sub-Contracting**
- 19.1 [Subject to sub-Clause 19.2, the Agreement shall be personal to the Parties. Neither Party shall assign, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations under the Agreement, or sub-contract any of its obligations thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]
- 19.2 [The Joiner shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractor. Any act or omission of any other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Joiner.]
20. **Time**
- [The Parties agree that all time limits specified in the Agreement shall be of the essence of the Agreement.]
- OR**
- [The Parties agree that the time limits specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]
21. **Relationship of the Parties**
- Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressed in the Agreement.

22. **Third Party**

No part of  
accordingly  
Agreement.

ded to confer rights on any third parties and  
(Third Parties) Act 1999 shall not apply to the

23. **Notices**

23.1 All no  
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ent shall be in writing and be deemed duly given  
a duly authorised officer of the Party giving the

23.2 Notic

ave been duly given:

23.2.

vered by courier or other messenger (including  
normal business hours of the recipient; or

23.2.

ted by e-mail and a successful return receipt is

23.2.

day following mailing, if mailed by national  
ge prepaid; In each case notices shall be  
recent address or e-mail address notified to the

24. **Entire Agree**

24.1 The  
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the entire agreement between the Parties with  
and may not be modified except by an instrument  
authorised representatives of the Parties.

24.2 Each  
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that, in entering into the Agreement, it does not  
warranty or other provision except as expressly  
and all conditions, warranties or other terms  
law are excluded to the fullest extent permitted

25. **Counterpar**

The Agree  
to it on sepa  
a duplicate  
same instrum  
least one co

in any number of counterparts and by the Parties  
of which when so executed and delivered shall be  
counterparts together shall constitute one and the  
all be effective until each Party has executed at

26. **Severance**

In the event  
Terms and C  
those provis  
and/or these  
Terms and C

the provisions of the Agreement and/or of these  
unlawful, invalid or otherwise unenforceable, that  
severed from the remainder of the Agreement  
The remainder of the Agreement and/or these  
and enforceable.

27. **Dispute Res**

27.1 The  
Agree  
have

resolve any dispute arising out of or relating to the  
ns between their appointed representatives who  
ch disputes.

27.2 [If n  
<<ins

Clause 27.1 do not resolve the matter within  
of a written invitation to negotiate, the parties will

- attempt to resolve the dispute through an agreed Alternative Dispute Resolution
- 27.3 [If the ADR procedure within <<insert period>> does not resolve the matter, or if either Party will not participate in the dispute may be referred to arbitration by either Party]
- 27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.
- 27.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an order.
- 27.6 The decision and order of the arbitrator under this Clause 27 shall [not be] binding on both Parties.
28. **Law and Jurisdiction**
- 28.1 The Agreement and all contractual matters arising therefrom or associated therewith shall be governed by the laws of England and Wales.
- 28.2 Subject to the provisions of the Agreement or these Terms and Conditions (including any non-conditions herefrom or associated therewith) all disputes, controversy, proceedings or claims arising out of or in connection with the matters and obligations arising herefrom or associated therewith shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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## SCHEDULE 1

### AGREEMENT

made the                      day of

#### BETWEEN:

- (1)    <<Name of                      registered in <<Country of Registration>> under  
number <<C                      umber>> whose registered office is at] OR [of]  
<<insert Add                      d
- (2)    <<Name of                      registered in <<Country of Registration>> under  
number <<C                      umber>> whose registered office is at] OR [of]  
<<insert Add                      d

#### WHEREAS:

- (1)    The Joiner p                      and hereby agrees to provide those services, as  
specified he                      accordance with, and subject to, the Terms and  
Conditions, t                      greement.
- (2)    The Custom                      the Joiner's services in accordance with, and  
subject to, th                      the Quotation and this Agreement.

#### IT IS AGREED as f

#### 1.    The Agree

- 1.1    Any a                      s Agreement", "the Agreement", "the Terms and  
Conc                      d Conditions" or the Quotation shall be deemed  
to re                      or the attached Terms and Conditions or the  
Quot                      constitute a contract for the provision of the  
Servi                      and the Customer.
- 1.2    By ex                      on <<insert date>>, the Parties hereby agree to  
be b                      the Terms and Conditions, the Quotation and the  
provi
- 1.3    This                      into effect upon its execution by both Parties and  
paym

#### 2.    The Service

The Service                      e Agreed Date of <<insert date>> and shall be  
provided du                      of <<insert times>> at the Property located at  
<<insert add

| Specification / Des | Relevant Dates / Times |
|---------------------|------------------------|
|                     |                        |

#### 3.    Fees and P

<<Insert full                      sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby certifies that any electronic signature will be as conclusive of a Party's intent as a signature in manuscript. The Agreement as if signed by that Party by means of their manuscript signature.

**IN WITNESS WHEREOF**  
before written

SIGNED by  
<<Name and Title of Party>>  
for and on behalf of

In the presence of  
<<Name & Address of Party>>

SIGNED by

<<Name and Title of Party>>  
for and on behalf of

In the presence of  
<<Name & Address of Party>>