

BACKGROUND:

These Terms and Conditions shall be entered into between the name of Locksmith>> or <<Add>> to customers that require their locksmith services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

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| “Agreement” | comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Locksmith's acceptance of the Quotation; |
| “Agreed Date” | the date on which the provision of the Services shall be carried out as agreed by the Parties in the Quotation [1]; |
| “Agreed Time(s)” | the time(s) on which the Parties shall agree upon which the Locksmith shall have access to the Property to provide the Services [as set out in the Quotation]; |
| “Business Day” | a day (other than Saturday or Sunday) on which the Locksmith is open for their full range of locksmith services at the <insert location>; |
| “Confidential Information” | any information, whether or not written, disclosed by one Party to the other Party, information which is confidential or otherwise subject to an obligation of confidentiality by 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 so stated to be confidential or otherwise); |
| “Customer” | the person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a person or entity that requires the Services for the purposes of a business, trade, profession, occupation, or other activity, as defined by the Locksmith in 2015; |
| “Final Fee” | the fee payable which shall be payable in accordance with Clause 4 of the Agreement and the Conditions; |
| “Job” | the work to be carried out in full of all of the Services; |
| “Order” | the initial request to acquire the locksmith services as described in Clause 2 of the Agreement and the Conditions; |
| “Property” | the property or premises, as detailed in the Agreement, at which the Job is to be carried out; |

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| “Quotation” | 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 deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order; |
| “Quoted Fee” | The Fee which will be quoted to the Customer in accordance with the quotation following the Order which may vary depending on the actual work undertaken as set out in Clause 6 of these Terms and Conditions; |
| “Services” | The locksmith <<insert general nature of services, such as installation, fitting and repair>> services provided by the locksmith as detailed in Clause 6 of these Terms and Conditions; |
| “Visit” | Any occasion, scheduled or otherwise, on which the locksmith shall visit the Property to render the Services; and |
| “Work Area” | That part of the Property within which the Services are to be provided. |

- 1.2 Unless otherwise stated, each reference in these Terms and Conditions to a singular noun includes a reference to the plural of that noun.
- 1.2.1 A reference to a word or expression, includes a reference to any similar expression, includes a reference to any reference made by electronic transmission or similar means;
- 1.2.2 A reference to a statute is a reference to that statute or to any statute or re-enacted at the relevant time;
- 1.2.3 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions and of the Schedules as amended or supplemented at any time;
- 1.2.4 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions;
- 1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (or the Schedules) or a paragraph of the relevant Clause;
- 1.2.6 A reference to “the parties” refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be used upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number 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 Customer shall order for their Services through <<insert methods e.g. telephone, email, website>>
- 2.2 When the Customer orders the Services, the Customer shall set out, in detail, the Services required, including the location of the Property, number and address of the Property, the work which work is required, the type(s) of work (e.g. lock replacement, key cutting, etc.)

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shall set out the r
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ne Locksmith shall, unless they do
Services required, prepare and
by email or first-class post which
ee, detailed in Clauses 3 and 4

2.4 If the Locksmith can
the Locksmith shall

r's Order and provide a Quotation,
writing.

2.5 The Customer shall
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shall only have effe
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2.6 The Customer may
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er of days, e.g 7>> days after it is

2.7 Notwithstanding the
Order or the Custo
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a Quotation or acceptance of an
or acceptance of a Quotation, no
relation to any of the Services shall
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g agreement between them shall

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Agreement shall no

osit has not been paid by the date
after the date of execution of this
titled, provided that it has not
pt any Deposit tendered after that
nd to notify the Customer that the
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3. Deposit

3.1 At the time of accep
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required to do so
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t more than <<insert period e.g. 7
the nature of the work and any
n advance, the Customer must, if
a Deposit to the Locksmith. The
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3.2 Subject to the provis

osit shall be non-refundable.

4. Fees and Payment

4.1 The Quoted Fee sh
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vable for the Services and for the
s required to render the Services

4.2 The Locksmith sha
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the Agreement; ho
required the Final
shall be kept to a r

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proof) set out in the Quotation and
dry parts and other products are
o reflect this. Any such increases
Customer shall be kept informed

- at all times. The Locksmith will not proceed without the Customer's agreement.
- 4.3 In the event of any increase in the price of any sundry parts and other products or services to be procured by the Locksmith, the Locksmith shall inform the Customer of such increase and of any difference in the price of such parts and other products or services. [If the Customer does not wish to accept the increase, the Customer may inform the Locksmith and may cancel and receive a refund of any amount paid including, where applicable, the Deposit].
- 4.4 The Customer shall pay the Final Fee when the provision of the Services is completed.
- 4.5 All interest shall be paid within <<insert period e.g. 30 calendar days>> of receipt of the invoice.
- 4.6 Any sum outstanding shall incur interest on a daily basis at <<insert name of bank>> base rate of <<insert name of bank>> obtaining at the time of the invoice.
- 4.7 Title to the sundry parts and other products required to render the Services shall remain with the Locksmith until the Customer upon receipt in full (but not before) by the Locksmith of the Final Fee.
5. **[Certification]**
- The Locksmith shall ensure that any and all sub-contractors engaged in the provision of the Services are registered with a recognised and authorised body. [The Locksmith shall ensure that any and all sub-contractors engaged in the provision of the Services be so registered.]
6. **Services**
- 6.1 The Services shall be provided in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).
- 6.2 [The Customer shall provide sketches, plans, diagrams or similar documents in accordance with the specification set out in the Agreement. Such material is intended for illustrative purposes only and shall not provide an exact specification of the Job nor to be relied upon for the purpose of the Services.]
- 6.3 The Services shall be rendered with reasonable care and skill in accordance with the standard which is commensurate with best trade practice.
- 6.4 Where the Customer provides a list of products, the Locksmith shall use products chosen by the Customer. There shall be no liability on the Locksmith between the actual products and photographs, drawings or similar documents. The products may also incorporate minor variations which shall not affect the Customer's use of them. If different products are not available, the Locksmith shall consult with the Customer.
- 6.5 The Services shall be provided in accordance with any and all relevant codes of practice.
- 6.6 The Locksmith shall be responsible for the disposal of all waste that results from their provision of the Services.
- 6.7 [Following completion of the Job the Customer shall have a period of <<insert period e.g. 30 calendar days>> within which to inspect the result of the Services and to inform the Locksmith of any defects. The Locksmith shall be responsible for the repair of any defects.]

correct such defects [at the Locksmith's expense] or [at the Customer's expense].

7. Customer's Obligations

- 7.1 If any consents, licences or permissions are needed from any third parties such as landlords or neighbours for the Locksmith to perform the Services, it shall be the Customer's responsibility to obtain such consents, licences or permissions prior to the commencement of the Services.
- 7.2 The Locksmith may need to move or remove certain furniture, fixtures and fittings in the Property in order to perform the Services. Unless otherwise agreed in writing with the Customer, the removal and replacement of such items shall be the responsibility of the Customer.
- 7.3 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings that may obstruct the Locksmith's performance of the Job unless otherwise agreed in writing with the Customer.
- 7.4 The Customer shall ensure that the Locksmith can access the Property at the Agreed Time(s) [on the Agreed Date] to render the Services.
- 7.5 The Customer shall provide the Locksmith with a set of keys to the Property or be present at the Property at the Agreed Time(s) to give the Locksmith access. The Locksmith's keys shall be kept safely and securely. In some circumstances, the Locksmith's work will always require the Customer to be present at the Property.
- 7.6 If the Customer does not provide access to the Property at the Agreed Time(s) [on the Agreed Date], or makes it impossible or impracticable for the Locksmith to perform the Services by failing to comply with any other provision of these Terms, the Locksmith shall be entitled to charge the Customer for charges at the Locksmith's normal rate for the Services, and in addition, for any costs incurred by the Locksmith as a result of such non-compliance].
- 7.7 [The Customer shall ensure that the Locksmith has access to electrical outlets and a supply of hot water for the Services.]

8. Problems with the Services

- 8.1 If any products supplied by the Locksmith are found to be defective, not free from material defects, or not of satisfactory quality for the purpose for which they are supplied, the Customer must inform the Locksmith within a reasonable time of discovery. If the Customer is taking ownership of them. At [the Customer's option], the Locksmith shall repair the product(s), replace the product(s) at the price of the product(s) to the Customer.
- 8.2 The Locksmith shall not be liable for any faults or non-compliance arising from normal wear and tear, or any deliberate or negligent act on the part of the Customer. If the problem is limited to, the Customer's failure to follow instructions or to use the product as included with the product in question.
- 8.3 If there is a problem with the Services, i.e. they have not been provided with reasonable quality, the Customer should inform the Locksmith as soon as possible.
- 8.4 The Locksmith will endeavour to remedy problems with the Services as quickly as possible and in a safe and practical manner.
- 8.5 The Locksmith will not be liable for remedying problems under these Terms if the problem is caused by the Customer's failure to follow instructions or to use the product as included with the product in question.

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(ant), or where nobody is at fault. If the Locksmith
has been caused by the Customer, including as a
te information provided or the taking of incorrect
smith may charge the Customer for the remedial

9. Cancellation

9.1 The C
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any time before the Agreed Date. The following

9.1.1

Is the Job more than <<e.g. 28 calendar days>>
te the Locksmith shall issue a full refund of all
ne Deposit.

9.1.2

chedules the Job more than <<e.g. 28 calendar
Agreed Date the Locksmith shall retain all sums
Deposit and shall deduct all such sums from any
e on the rescheduled Job.

9.1.3

Is the Job less than <<e.g. 28 calendar days>>
<<e.g. 14 calendar days>> before the Agreed Date the
any sums paid less the Deposit.

9.1.4

chedules the Job less than <<e.g. 28 calendar
<<e.g. 14 calendar days>> before the Agreed
shall retain any sums paid including the Deposit
such sums (excluding the Deposit) from any
the rescheduled Job. A new Deposit shall be
cheduled Job.

9.1.5

Is the Job less than <<e.g. 14 calendar days>>
te the Locksmith shall retain all sums paid and
s shall become immediately payable. No refund

9.1.6

chedules the Job less than <<e.g. 14 calendar
Agreed Date the Locksmith shall retain all sums
ing sums shall become immediately payable. No
and no sums paid will count toward the fees and
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9.2 The
shall

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cluding the Deposit.

10. Liability, Inc

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clude public liability insurance.

10.2 [The
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10.3 The
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these Terms and Conditions or of the Agreement
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- 10.5 Nothing in these Terms and Conditions shall limit or exclude the Locksmith's liability for personal injury.
- 10.6 Subject to sub-Clause 10.7, the Locksmith shall indemnify the Customer against all damages, loss, claims or proceedings arising out of the Locksmith's Services or any breach of these Terms and Conditions.
- 10.7 The Customer shall indemnify the Locksmith against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations under these Terms and Conditions or the Agreement.

11. Data Protection

The Locksmith will only process personal data as set out in the Locksmith's <<insert document name>> Notice>> available from <<insert location(s)>>.

12. Confidentiality

- 12.1 Except as provided in Clause 12.2, each Party shall, and [for <<insert person's name>>],
- 12.1.1 keep confidential the Confidential Information;
- 12.1.2 not disclose the Confidential Information to any other party;
- 12.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of the Agreement;
- 12.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;
- 12.1.5 ensure that any subcontractors or agents, which, if done by that Party, would be a breach of any of the Confidentiality Clauses 12.1.1 to 12.1.4 above.
- 12.2 Either Party may:
- 12.2.1 disclose any Confidential Information to:
- 12.2.1.1 any officer or that Party;
- 12.2.1.2 any government authority or regulatory body; or
- 12.2.1.3 any other person, officer or body of that Party or of any of the Parties or bodies;
- 12.2.2 disclose any Confidential Information for the purposes contemplated by the Agreement (limited to, the provision of the Locksmith's Services), on the condition that in each case that Party shall first obtain the prior written consent of the other Party in question that the Confidential Information may be disclosed, except where the disclosure is to any officer or employee or officer of any Party or to any employee or officer of any Party or to the other Party a written consent is not required. Such undertaking shall be in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and

SAMPLE PRICE

12.2. [The Party shall not use or disclose the Confidential Information for any purpose, or disclose it to any third party, except to the extent only that it is at the date of the Agreement, or at that date becomes, public knowledge through no fault of that Party. Making such use or disclosure, that Party must indemnify the other Party of the Confidential Information which is not public knowledge.]

12.3 The provisions of Clause 12 shall continue in force in accordance with the terms of the Agreement until the termination of the Agreement for any reason.

13. Force Majeure

13.1 No Party shall be liable for any failure or delay in performing its obligations under the Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other similar or dissimilar event beyond the control of the Party in question.

13.2 [In the event that a Party under the Agreement cannot perform their obligations due to Force Majeure for a continuous period of <<insert period>> days, that Party may at its discretion terminate the Agreement by giving written notice to the other Party at that period. In the event of such termination, the Party shall make a fair and reasonable payment for all Services performed up to the date of termination. Such payment shall take into account the value of the obligations entered into in reliance on the performance of the Agreement.]

14. Termination

14.1 Either Party may terminate the Agreement by giving written notice to the other Party.

14.1.1 The Agreement shall be terminated if the other Party by that other Party under any of the provisions of the Agreement is not paid within <<insert period>> days after the due date for payment;

14.1.2 The Agreement shall be terminated if the other Party commits any other breach of any of the provisions of the Agreement and the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice of the breach and requiring it to be remedied.

14.1.3 The Agreement shall be terminated if the other Party is a liquidator, receiver, or where that other Party is a trustee in bankruptcy, of any of the property or assets of the other Party.

14.1.4 The Agreement shall be terminated if the other Party enters into any voluntary arrangement with its creditors or, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

14.1.5 The Agreement shall be terminated if the other Party, being an individual or firm, has a bankruptcy order made against it, or if the other Party, being a company, goes into liquidation (except for the purpose of a re-construction or amalgamation and in such case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement).

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14.1.6 anything and all other rights or remedies available to the Party under the law of any jurisdiction of the Party;

14.1.7 that other Party shall be deemed to have agreed to cease, to carry on business; or

14.1.8 control of the business of the Party by any person or connected with the Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

14.2 For the purposes of this Clause 14, each Party shall be considered capable of remedy if the Party is capable of remedy in all respects.

14.3 Where the Customer is in breach of the Agreement under sub-Clause 14.1, the Customer shall be refunded it in full, and it shall not be liable for any damages payable under the Agreement.

14.4 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of a breach.

15. Effects of Termination

Upon the termination of the Agreement:

15.1 any sum owing by the Customer to the Supplier under any of the provisions of the Agreement shall be payable;

15.2 all Clauses which, by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

15.3 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which exist at or before the date of termination;

15.4 subject as provided in Clause 15.3, neither Party shall be liable to the other; and

15.5 each Party shall (except in respect of any accrued rights or obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return or destroy all documents in its possession or control which contain Confidential Information.

16. No Waiver

No failure or delay by either Party in exercising 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.

17. Further Assurance

Each Party shall execute all such deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

18. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and

foregoing under the law of any jurisdiction of the Party;

to cease, to carry on business; or

red by any person or connected with the Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected" shall have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

each shall be considered capable of remedy in all respects.

ment under sub-Clause 14.1, the Customer shall be refunded it in full, and it shall be payable under the Agreement.

ll not prejudice any other right or remedy of either Party in respect of a breach.

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under any of the provisions of the Agreement shall be payable;

ir nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Agreement which exist at or before the date of termination;

except in respect of any accrued rights or obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return or destroy all documents in its possession or control which contain Confidential Information.

red to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return or destroy all documents in its possession or control which contain Confidential Information.

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.

deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

ty shall pay its own costs of and

- incidental to the Agreement.
19. **Set-Off**
- Neither Party shall set off any sums in any manner from payments due or sums received under any claim under the Agreement or any other agreement.
20. **Assignment**
- 20.1 [Subject to the] [The] Agreement shall be personal to the Party and shall not be assigned, mortgage, charge (otherwise than by way of floating charge) or otherwise delegate any of its rights or otherwise delegate any of its obligations without the consent of the other Party, such consent not to be unreasonably withheld.
- 20.2 [The Party] shall not be deemed to have performed any of the obligations undertaken by it or through any other member of its group or through suitably qualified and experienced third parties or by the act or omission of such other member or subsidiaries of the Agreement, be deemed to be an act or omission of the Party.
21. **Time**
- [The Parties] shall be bound by the dates referred to in the Agreement shall be of the essence of the Agreement.
- OR**
- [The Parties] shall be bound by the dates referred to in the Agreement are for guidance only and may be varied by mutual agreement.
22. **Relationship**
- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than the contractual relationship provided for in the Agreement.
23. **Third Party**
- No part of this Agreement shall be deemed to confer rights on any third parties and the Third Parties Act 1999 shall not apply to the Agreement.
24. **Notices**
- 24.1 All notices shall be in writing and be deemed duly given if signed by a duly authorised officer of the Party giving the notice.
- 24.2 Notices shall be deemed to have been duly given:
- 24.2.1 if delivered by courier or other messenger (including during normal business hours of the recipient; or
- 24.2.2 if sent by e-mail and a successful return receipt is received.

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ordinary mail

In each case notice
address notified to t

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the most recent address or e-mail

25. Counterparts

The Agreement may be en
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same instrument. No coun
least one counterpart.

of counterparts and by the Parties
so executed and delivered shall be
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until each Party has executed at

26. Severance

In the event that one or r
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and/or these Terms and C
Terms and Conditions sha

of the Agreement and/or of these
d or otherwise unenforceable, that
the remainder of the Agreement
er of the Agreement and/or these
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27. Dispute Resolution

27.1 The Parties shall at
Agreement through
have the authority to

pute arising out of or relating to the
eir appointed representatives who

27.2 [If negotiations un
<<insert period>> c
attempt to resolve
Dispute Resolution

o not resolve the matter within
tation to negotiate, the parties will
th through an agreed Alternative

27.3 [If the ADR proced
within <<insert perio
not participate in
arbitration by either

27.2 does not resolve the matter
at procedure, or if either Party will
he dispute may be referred to

27.4 The seat of the arbi
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Arbitration as agree
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may, upon giving v
Deputy President fo
the appointment of
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27.3 shall be England and Wales.
rbitration Act 1996 and Rules for
In the event that the Parties are
Rules for Arbitration, either Party
r Party, apply to the President or
hartered Institute of Arbitrators for
ors and for any decision on rules

27.5 Nothing in this Cla
applying to a court f

either Party or its affiliates from
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27.6 The decision and o
Clause 27 shall [no

od of dispute resolution under this
both Parties.

28. Law and Jurisdiction

28.1 The Agreement a
contractual matters
shall be governed b
and Wales.

Conditions (including any non-
herefrom or associated therewith)
ordance with, the laws of England

28.2 Subject to the provi

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relating to the Agreement or these Terms and
on-contractual matters and obligations arising
erewith) shall fall within the [non-] exclusive
England and Wales.

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THIS AGREEE

day of

BETWEEN:

- (1) <<Name of Locksmith>> [a <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Locksmith")]
- (2) <<Name of Customer>> [a <<Country of Registration>> under number <<Company Registration Number>>] OR [of <<insert Address>> ("the Customer")]

WHEREAS:

- (1) The Locksmith provides the Services, as specified hereunder, in accordance with, and subject to, the Terms and Conditions, the Quotation and this Agreement.
- (2) The Customer wishes to purchase the Services in accordance with, and subject to, the Quotation, the Terms and Conditions, the Quotation and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all references to "the Agreement", "the Terms and Conditions", "these Conditions", "the Quotation" shall be deemed to refer to this Agreement, the Terms and Conditions or the Quotation, all of which shall constitute the contract for the provision of the Services between the Locksmith and the Customer.
- 1.2 By executing this Agreement, the Parties hereby agree to be bound by, and shall comply with, the provisions of this Agreement, the Terms and Conditions, the Quotation and the Quotation.
- 1.3 This Agreement shall be executed by both Parties and payment in full of the Services shall be made by the Customer.

2. The Services

The Services shall commence on the date of <<insert date>> and shall be provided during the Agreement at the Property located at <<insert address>>.

| Specification / Description of Services | Relevant Dates / Times |
|---|------------------------|
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3. **Fees and Payment**
<<Insert full details of 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 acknowledges that electronic signature will be as conclusive of a Party's intention as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, and the Agreement has been duly executed the day and year first before written

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

In the presence of
<<Name & Address>>

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

In the presence of
<<Name & Address>>