

STANDARD CONDITIONS

BACKGROUND:

These Terms and Conditions are for the provision of services by <<insert name of Service Provider>> [...]

<<insert name of service provider>> [...]

1. Definitions and Interpretation

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

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

“Business Day”

any day other than a Saturday, Sunday or bank holiday;

“Calendar Day”

any day of the year;

“Contract”

the contract for the provision of Services, as set out in Clause 3;

“Deposit”

any payment made to Us under sub-clause 3.1;

“Month”

any month;

“Price”

the price payable for the Services;

“Services”

the Services which are to be provided by Us to you in accordance with your Order (and confirmed in Our Order Confirmation);

“Special Price”

any special price payable for Services which are provided on a time to time basis;

“Order”

your order for the Services [as attached] OR any order for the Services;

“Order Confirmation”

the Order Confirmation and confirmation of your Order as set out in Clause 3;

“We/Us/Our”

the provider of service provider>> [...]

1.2 Each reference in these Terms and Conditions to an expression includes a reference to that expression in any written message, [fax or other electronic message]

References to “writing” and any similar expressions whether sent by e-mail, [text message or other electronic message]

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2. Information About Us

- 2.1 <<insert name of S...>> trading as <<insert trading name if different from com...>> <<insert business type, e.g. Sole Trader, Partnership...>> [registered in England under num... Company etc.>>] [,whose registered address is <<insert...>>] [,whose registered address is <<insert address>>]
- 2.2 [Our VAT number is <<insert VAT number>>].
- 2.3 [We are regulated by <<insert regulator(s)>>].
- 2.4 [We are a member of <<insert association(s) etc.>>].
- 2.5 [<<Insert further info...>>]

3. The Contract

- 3.1 These Terms and C... and provision of Services by Us and will form the ba... when Us and you. Before submitting an Order, please e... read these Terms and Conditions carefully. If you ar... of these Terms and Conditions, please ask Us for cl...
- 3.2 Nothing provided b... limited to, sales and marketing literature, price list... s constitutes a contractual offer capable of accepta... tutes a contractual offer that We may, at our discretio...
- 3.3 A legally binding c... and you will be created upon our acceptance of you... Our Order Confirmation. Order Confirmations will b...
- 3.4 We shall ensure th... ion is given or made available to you prior to the form... between Us and you, save for where such information is... e context of the transaction:
 - 3.4.1 The main ch... ces;
 - 3.4.2 Our identity... 2) and contact details (as set out below in Cla...
 - 3.4.3 The total Pr... ding taxes or, if the nature of the Services is... not be calculated in advance, the manner in w...
 - 3.4.4 The arrange... ormance and the time by which (or within which... m the Services;
 - 3.4.5 Our complai...
 - 3.4.6 Where app... -sales services and commercial guarantees;
 - 3.4.7 The duratio... applicable, or if the Contract is of indeterminate... be extended automatically, the conditions fo... ct;

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3.4.8 [Where appropriate, including appropriate technical protection measures;]

3.4.9 [Where appropriate, compatibility of digital content with hardware and software expected to be used;]

including appropriate technical protection measures;]

compatibility of digital content with hardware and software expected to be used;]

4. Orders

4.1 All Orders for Services shall be subject to these Terms and Conditions.

4.2 You may change your Order for Services by contacting Us before We begin providing the Services by contacting Us. Change Orders do not need to be made in writing.]

4.3 If your Order is changed, you shall be notified by Us of any change to the Price in writing.

4.4 You may cancel your Order for Services within a specified time period>> of placing it. If you have already made payment, the payment shall be limited to the Department of Consumer Affairs. If you cancel your Order, the payment(s) will be refunded as soon as possible, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled, please inform Us in writing.] If you wish to cancel the Services, please inform Us in writing.

4.5 We may cancel your Order for Services due to the unavailability of personnel or materials, or due to the occurrence of circumstances beyond our reasonable control. If such cancellation is necessary, we shall notify you as soon as is reasonably possible. If you have made payment, the payment(s) will be refunded to Us under Clause 5 (including, but not limited to the Department of Consumer Affairs) within 14 Calendar Days of Us informing you of the cancellation. [If you request that your Order be cancelled, please inform Us in writing.]

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5. Price and Payment

5.1 The Price of the Services shall be as shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order. If the Price shown in your Order differs from Our current Price, you shall pay the Price shown in your Order upon receipt of your Order.

5.2 If We quote a Special Price, the Special Price shall be valid for <<insert period>> or, if the Special Price is an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be valid for the period shown in the advertisement. We do not accept the Order until after the period has expired.

5.3 Our Prices may change from time to time. Price changes will not affect Orders that We have already accepted.

5.4 All Prices include VAT. We shall adjust the rate of VAT that you must pay. Changes in the rate of VAT shall be applied to any Prices where We have already received payment in full.

shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order. If the Price shown in your Order differs from Our current Price, you shall pay the Price shown in your Order upon receipt of your Order.

to the Price shown in Our current advertisement. Special Price will be valid for <<insert period>> or, if the Special Price is an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be valid for the period shown in the advertisement. We do not accept the Order until after the period has expired.

price changes will not affect Orders that We have already accepted.

changes between the date of your Order and the date of payment. We shall adjust the rate of VAT that you must pay. Changes in the rate of VAT shall be applied to any Prices where We have already received payment in full.

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5.5 Before We begin providing the Services, you will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit will be in the Order Confirmation.

5.6 In certain circumstances, your Deposit will be cancelled, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Services (if applicable, e.g. price list>>), and the amount of work (if applicable) performed by Us. Please refer to sub-clauses 4.4 and 4.5 for more information. Clause 10 if the Services have not yet begun.

5.7 The balance of the Price for the Services] OR [on a <<insert frequency>> basis] OR [in arrears] during the term of the Services.

5.8 We accept the following methods of payment:

5.8.1 <<insert type of payment>>

5.8.2 <<insert type of payment>>

5.8.3 <<insert type of payment>>

5.8.4 <<insert type of payment>>

5.8.5 <<add more methods of payment>>

required>>.

5.9 [Credit and/or debit cards are accepted. An <<insert point at which a card will be charged>>.]

5.10 If you do not make payments in accordance with the terms of this document e.g. invoice, we will charge you interest on the overdue sum at a rate of <<insert percentage between 2 and 4>>% per annum at all times from the time to time. Interest will accrue on the overdue sum until the amount is paid in full or after judgment.

due date [as shown in/on <<insert date>>] We may charge you interest on the overdue sum at a rate of <<insert percentage between 2 and 4>>% per annum at all times from the time to time. Interest will accrue on the overdue sum until the amount is paid in full or after judgment.

5.11 The provisions of this clause shall not apply if you have promptly contacted Us to dispute such a dispute is ongoing.

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6. Providing the Services

6.1 As required by law, we will provide the Services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry>> and in accordance with any applicable regulations. We will provide you with information about the Services and about Us.

services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry>> and in accordance with any applicable regulations. We will provide you with information about the Services and about Us.

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.

the date confirmed in Our Order Confirmation.

6.3 We will continue providing the Services for [a period] OR [an approximate period] of <<insert period>>.

for [a period] OR [an approximate period] of <<insert period>>.

6.4 We will make every effort to complete the Services on time (and in accordance with your requirements) however, we will not be held responsible for any delays if an event occurs outside of Our control. Please see Clause 9 for more information.

complete the Services on time (and in accordance with your requirements) however, we will not be held responsible for any delays if an event occurs. Please see Clause 9 for more information.

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6.5 If We require any Services, We will [Examples of what v

from you in order to provide the soon as is reasonably possible. <<insert examples>>.]

6.6 If the information o incomplete or other caused as a result compensate for a incorrect information additional sum for th

under sub-Clause 6.5 is delayed, not be responsible for any delay s required from Us to correct or result of incomplete or otherwise We may charge you a reasonable

6.7 In certain circumsta Us information or suspend the Service

ere there is a delay in you sending under sub-Clause 6.5, We may that suspension in writing).

6.8 In certain circumsta problem, We may r Unless the issue is inform you in advan

here We encounter a technical vices in order to resolve the issue. uires immediate attention We will ending the Services.

6.9 If the Services are required to pay for t pay any invoices th

clauses 6.7 or 6.8, you will not be suspension. You must, however, ved from Us by their due date(s).

6.10 If you do not pay suspend the Service happens, We will i charge you interest

required by Clause 5, We may all outstanding sums due. If this This does not affect Our right to

7. **Problems with the Service**

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7.1 We always use rea is trouble-free. If, h that you inform Us contact Us in writing

that Our provision of the Services em with the Services We request bly possible [(you do not need to

7.2 We will use reaso quickly as is reaso such as those wh affected, We will us

y problems with the Services as ctical. [In emergency situations, living in your property may be remedy problems within 24 hours.]

7.3 We will not charge y problems have bee contractors or when been caused by ir taken by you, sub-C work.

ms under this Clause 7 where the our agents or employees or sub- We determine that a problem has nformation or action provided or We may charge you for remedial

7.4 As a consumer, yo services. For full de it is recommended Trading Standards skill and care, you not possible or don you have the right t line with informatio right to request rep reasonable time w

ts with respect to the purchase of and guidance on exercising them, local Citizens Advice Bureau or form the Services with reasonable t repeat performance or, if that is me without inconvenience to you, the Services are not performed d about them, you also have the at is not possible or done within a you (or if Our breach concerns

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information about Us, you have the right to repeat the Services you for the same performance. In case up to the full Price a result in a full or part delay (and in any event We agree that you a method originally used in addition to your legal remedies if We use

the performance of the Services), for any reason We are required to our legal rights, We will not charge you and all costs of such repeat performance applies, this may be any sum already made payment(s) to Us, may funds will be issued without undue delay starting on the date on which () and made via the same payment method or request an alternative method. In addition to the Services, You also have the right to request a refund if the Services are not as described or incorrectly described.

8. Our Liability

8.1 We will be responsible as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors) if loss or damage is foreseeable as a consequence of the breach or negligence or if it is not reasonably foreseeable. We will not be liable for any loss or damage that is not reasonably foreseeable.

loss or damage that you may suffer as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable as a consequence of the breach or negligence or if it is not reasonably foreseeable. We will not be liable for any loss or damage that is not reasonably foreseeable.

8.2 We provide Service warranty or representation for use (or purposes) (including for resale). By making your Order, you agree that you are liable to you for any loss or damage for any loss of business, interruption to business or

use (or purposes). We make no representation that the Services are fit for commercial, business or industrial purposes (including for resale)]. By making your Order, you agree that you are liable to you for any loss or damage for any loss of business, interruption to business or

8.3 [If We are providing a service and We cause any damage, We will make good the damage in or to your property that is caused by the service.]

and We cause any damage, We will make good the damage in or to your property that is caused by the service.]

8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury, negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury, negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in breach of Our obligations about the Services or about Us.

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in breach of Our obligations about the Services or about Us.

8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control

9.1 We will not be liable for any delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider outages, third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence (threatened or actual), acts of war

delay in performing Our obligations where that failure is caused by any cause that is beyond Our reasonable control. Such causes are not limited to: power failure, internet service provider outages, third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, subsidence (threatened or actual), acts of war

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(declared, undeclared or other natural disasters that is beyond Our reasonable control.

preparations for war), epidemic or pandemic or other natural disaster that is beyond Our reasonable control.

9.2 If any event described in 9.1.1 affects or is likely to adversely affect Our performance under these Conditions:

occurs that is likely to adversely affect Our performance under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

as soon as is reasonably possible;

9.2.2 Our obligations under these Conditions will be suspended and any time for performance will be extended accordingly;

and Conditions will be suspended and any time for performance will be extended accordingly;

9.2.3 We will inform you if the event outside of Our control is over and provide details of the impact on Services as necessary;

outside of Our control is over and provide details of the impact on Services as necessary;

9.2.4 If an event described in 9.1.1 occurs and you wish to cancel the Contract, you will retain your right to Cancel under sub-Clause 10.3.1 and your cancellation notice will be effective in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

occurs and you wish to cancel the Contract, you will retain your right to Cancel under sub-Clause 10.3.1 and your cancellation notice will be effective in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

9.2.5 If the event described in 9.1.1 continues for more than <<insert period>> we will retain your right to cancel the Contract in accordance with Our right to cancel the Contract in accordance with Clause 10.6.3 and inform you of the right to cancel the Contract as a result of that cancellation as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

continues for more than <<insert period>> we will retain your right to cancel the Contract in accordance with Our right to cancel the Contract in accordance with Clause 10.6.3 and inform you of the right to cancel the Contract as a result of that cancellation as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. **Cancellation**

10.1 If you wish to cancel the Services before the Services begin, you may do so under Clause 10.3.1.

Services before the Services begin, you may do so under Clause 10.3.1.

10.2 Once We have begun to provide the Services and the Contract, you are free to cancel the Services and the Contract by giving Us <<insert period>> written notice. If you have not yet paid for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.

Once We have begun to provide the Services, you are free to cancel the Services and the Contract by giving Us <<insert period>> written notice for any Services We have not yet provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5.

10.3 If any of the following events occurs, you will retain your right to immediately by giving Us <<insert period>> written notice for any Services We have not yet provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5. If you cancel the Contract under Clause 10.3.1, you will not be required to give <<insert period>> written notice in these circumstances.

If any of the following events occurs, you will retain your right to cancel the Services and the Contract immediately by giving Us <<insert period>> written notice for any Services We have not yet provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If We have provided Services that you have not yet paid for, the sums due to you or, if no refund is due, you will be required to make payment to Us in accordance with Clause 5. If you cancel the Contract under Clause 10.3.1, you will not be required to give <<insert period>> written notice in these circumstances.

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contacting Us in writing

following methods:

11.2.1 Contact Us by email at <insert email address>; or

<insert email address>; or

11.2.2 Contact Us by post at <insert postal address>.

<insert company name>, <<insert postal address>>.

12. Complaints and Feedback

12.1 We always welcome your feedback and all reasonable endeavours to resolve your complaint. Ours is a positive organisation and we want to hear from you if you have any concerns.

customers and, whilst We always use your experience as a customer of We want to hear from you if you have any concerns.

12.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <insert location(s)>.

with Our complaints handling policy and procedure, available at <insert location(s)>.

12.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, the Services, the Contract, or the Services, please contact Us in writing at <insert contact details>:

of your dealings with Us, including, but not limited to, the Services, the Contract, or the Services, please contact Us in writing at <insert contact details>:

12.3.1 [In writing, to <insert name and/or position and/or department>]

<insert name and/or position and/or department>]

12.3.2 [By email, to <insert name and/or position and/or department>]

<insert name and/or position and/or department>];

12.3.3 [Using Our complaint form;]

following the instructions included with the form;]

12.3.4 [By contacting <insert telephone number> (and choosing option <insert option number>)]

<insert telephone number> [and choosing option <insert option number>] when prompted.]]

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

(Data Protection)

13.1 All personal information you provide to Us will be held in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation (GDPR).

will be collected, processed, and stored in accordance with applicable law, including EU Regulation 2016/679 General Data Protection Regulation (GDPR). We will ensure that your rights under the GDPR are protected.

13.2 For complete details of how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, please refer to Our Privacy Policy at <insert location>.

processing, storage, and retention of your personal data for the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, please refer to Our Privacy Policy at <insert location>.

14. Other Important Terms

14.1 We may transfer (and you may be transferred) your obligations and rights under these Terms and Conditions (and any other applicable law) to a third party (this may happen, for example, if we are acquired by another company). If this occurs you will be bound by these Terms and Conditions and you will not be affected and your obligations and rights will be transferred to the third party.

and rights under these Terms and Conditions (and any other applicable law) to a third party (this may happen, for example, if we are acquired by another company). If this occurs you will be bound by these Terms and Conditions and you will not be affected and your obligations and rights will be transferred to the third party.

14.2 You may not transfer your obligations and rights under these Terms and Conditions (and any other applicable law) without Our express written permission.

obligations and rights under these Terms and Conditions (and any other applicable law) without Our express written permission.

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14.3 The Contract is between Us and you. It is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of these Terms and Conditions.

not intended to benefit any other person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects. The remaining provisions of these Terms and Conditions shall be unaffected by any such finding.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain valid and enforceable in all other respects. The remaining provisions of these Terms and Conditions shall be unaffected by any such finding.

14.5 No failure or delay in exercising any rights under these Terms and Conditions means that We will not be held liable for a breach of any provision of these Terms and Conditions and we will not waive any subsequent rights or remedies available to Us under any other provision.

No failure or delay in exercising any rights under these Terms and Conditions means that We will not be held liable for a breach of any provision of these Terms and Conditions and we will not waive any subsequent rights or remedies available to Us under any other provision.

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15. **[Alternative Dispute Resolution]**

15.1 Alternative dispute resolution (ADR) offers a range of ways of resolving disputes between a consumer and Us, as an alternative to going to court.

Alternative dispute resolution (ADR) offers a range of ways of resolving disputes between a consumer and Us, as an alternative to going to court.

15.2 Our ADR provider is <<insert name of ADR provider>>. If you are unhappy with how we have handled a complaint, you may wish to contact <<insert name of ADR provider>>.

Our ADR provider is <<insert name of ADR provider>>. If you are unhappy with how we have handled a complaint, you may wish to contact <<insert name of ADR provider>>.

15.3 Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.

Complaints can be made to <<insert name of ADR provider>> via their website at <<insert website address>>.

15.4 <<insert name of ADR provider>> will not charge you for making a complaint, and you may still be able to claim compensation if you are not satisfied with the outcome of the ADR process.

<<insert name of ADR provider>> will not charge you for making a complaint, and you may still be able to claim compensation if you are not satisfied with the outcome of the ADR process.

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16. **Governing Law and Jurisdiction**

16.1 These Terms and Conditions and the relationship between you and Us (whether before or after the dispute) shall be governed by, and construed in accordance with, the law of England & Wales][Northern Ireland][Scotland].

These Terms and Conditions and the relationship between you and Us (whether before or after the dispute) shall be governed by, and construed in accordance with, the law of England & Wales][Northern Ireland][Scotland].

16.2 As a consumer, you may be entitled to the mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or restricts those provisions.

As a consumer, you may be entitled to the mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or restricts those provisions.

16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether before or after the dispute) shall be subject to the jurisdiction of the courts of England and Wales][Northern Ireland], as determined by your residency.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether before or after the dispute) shall be subject to the jurisdiction of the courts of England and Wales][Northern Ireland], as determined by your residency.

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