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THIS AGREEMENT is made the
BETWEEN:

- (1) <<insert name of Service Provider>> [e.g. Sole Trader, Partnership, LLP, Private Limited Company] [with registration number >>] [and] whose main trading address is <<insert trading name if different from company name>>] [with registration number >>] in England under number <<insert registered address>>] [and] [with registration number >>] ("the Service Provider") and
- (2) <<Name of Client>> of <<insert address>> ("the Client")

WHEREAS:

- (1) The Service Provider provides <<insert services>> to consumer clients and has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Calendar Day" means any day of the year;

"Deposit" means any payment made to Us under sub-clause 2.1;

"Month" means any month;

"Price" means the fee payable for the Services as fully set out in clause 2;

"Services" means the services which are to be provided by Us to the Client as set out in schedule 1;

“We/Us/Our”

“You/Your”

- 1.2 Each reference in includes electronic fax or other means.
- 1.3 Each reference to statute or provision
- 1.4 Each reference to “ of its Schedules as
- 1.5 Each reference to a
- 1.6 The headings used no effect upon the i
- 1.7 Each reference to th
- 1.8 Each reference to a
- 1.9 References to perso

2. Information About Us

- 2.1 <<insert name of S different from com Trader, Partnership England under nur address is <<insert <<insert address>>
- 2.2 [Our VAT number is >.]
- 2.3 [We are regulated b ulator(s)>>.]
- 2.4 [We are a member association(s) etc.>>.]
- 2.5 [<<Insert further info

3. The Contract

- 3.1 This Agreement go contract between U that You have rea Agreement, please
- 3.2 A legally binding o mutual acceptance

provider, <<insert name of Service as <<insert trading name if ny name>>], a <<insert business r, Partnership, LLP, Private c.>> [registered in England under stration number>>] [,whose <<insert registered address>> ding address is <<insert

insert name>> of <<insert

ting” and any similar expression r sent by e-mail, [text message,]

of a statute is a reference to that ed at the relevant time.

rence to this Agreement and each ed at the relevant time.

to a schedule to this Agreement.

or convenience only and shall have ement.

include the plural and vice versa.

ne other gender.

tions.

ding as <<insert trading name if <<insert business type, e.g. Sole Company etc.>> [registered in on number>>] [,whose registered d] whose main trading address is

>.]

gulator(s)>>.]

association(s) etc.>>.]

]

Services by Us and embodies the ng this Agreement, please ensure re unsure about any part of this

d You will be created upon our cated by Us and You signing this

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4.6.4 <<insert type

4.6.5 <<add more

required>>.

4.7 [Credit and/or debit charged>>.]

<insert point at which a card will be

4.8 If You do not make invoice, We may <<insert percentage rate of <<insert bank basis from the due overdue sum, when due when paying and

due date as shown on the relevant the overdue sum at the rate of per annum above the base lending me. Interest will accrue on a daily the actual date of payment of the ment. You must pay any interest

4.9 The provisions of such Us to dispute an interest dispute is ongoing.

only if You have promptly contacted interest will accrue while such a

5. Providing the Services

5.1 As required by law care, consistent market/sector/industry accordance with and Us.

services with reasonable skill and and standards in the <<insert sector] OR [industry], and in / Us about the Services and about

5.2 We will begin provide <insert date>>.

<insert date>>.

5.3 We will continue provide period] of <<insert period

or [a period] OR [an approximate

5.4 We will make every accordance with the held responsible for Please see Clause

complete the Services on time (and in rule 1). We cannot, however, be nt outside of Our control occurs. ur control.

5.5 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>>.]

5.6 If the information of incomplete or otherwise caused as a result compensate for a incorrect information additional sum for the

under sub-Clause 5.5 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

5.7 In certain circumstances Us information or suspend the Service

if there is a delay in You sending under sub-Clause 5.5, We may of that suspension in writing).

5.8 In certain circumstances problem, We may r Unless the issue is inform You in advance

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

5.9 If the Services are required to pay for the pay any invoices that

clauses 5.7 or 5.8, You will not be suspension. You must, however, ived from Us by their due date(s).

5.10 If You do not pay
suspend the Service
happens, We will i
charge You interest

6. Problems with the Services

6.1 We always use reason
is trouble-free. If, h
that You inform Us
contact Us in writing

6.2 We will use reason
quickly as is reason
such as those wh
affected, We will us

6.3 We will not charge You
problems have bee
contractors or when
been caused by in
taken by You, sub-C
work.

6.4 As a consumer, You
services. For full de
it is recommended
Trading Standards
skill and care, You
not possible or don
You have the right t
line with informati
right to request rep
reasonable time w
information about U
You have the right t
repeat the Services
You for the same
performance. In ca
up to the full Price a
result in a full or pa
delay (and in any e
We agree that You
method originally us
addition to your leg
remedies if We use

7. Our Liability

7.1 We will be respons
suffer as a result
negligence (includin
or damage is fores
negligence or if it is
We will not be resp

required by Clause 4, We may
all outstanding sums due. If this
This does not affect Our right to

ts

that Our provision of the Services
them with the Services We request
ably possible [(You do not need to

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

ems under this Clause 6 where the
Our agents or employees or sub-
We determine that a problem has
information or action provided or
We may charge You for remedial

ts with respect to the purchase of
and guidance on exercising them,
local Citizens Advice Bureau or
form the Services with reasonable
st repeat performance or, if that is
me without inconvenience to You,
the Services are not performed in
d about them, You also have the
at is not possible or done within a
You (or if Our breach concerns
the performance of the Services),
for any reason We are required to
ur legal rights, We will not charge
y and all costs of such repeat
tion applies, this may be any sum
eady made payment(s) to Us, may
funds will be issued without undue
days starting on the date on which
) and made via the same payment
request an alternative method. In
y to the Services, You also have
or incorrectly described.

e loss or damage that You may
Agreement or as a result of Our
, agents or sub-contractors). Loss
is consequence of the breach or
d Us when the contract is created.
amage that is not foreseeable.

- 7.2 We provide Service without any warranty or representation that the Services are fit for commercial, business or industrial purposes [including resale)]. By entering into this Agreement, You agree that You will use the Services for such purposes. We will not be liable for any profit, loss of business, interruption of business or for any opportunity.
- 7.3 [If We are providing the Services to You and We cause any damage, We will make good the damage at Our optional cost to You. We are not responsible for any damage in or to Your property that We may discover while the Services are being provided to You.]
- 7.4 Nothing in this Agreement shall attempt to limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.
- 7.5 Nothing in this Agreement shall attempt to limit Our liability for failing to perform the Services with the care and skill or in accordance with information provided by You or any third parties or about Us.
- 7.6 Nothing in this Agreement shall attempt to limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau.

8. Events Outside of Our Control

- 8.1 We will not be liable for any delay in performing Our obligations under this Agreement if the delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by third parties, other civil unrest, fire, explosion, flood, storms, earthquakes (whether threatened or actual), acts of war (whether threatened or actual), acts of terrorism (threatened or actual), epidemic or pandemic diseases (whether threatened or actual) or any other event that is beyond Our reasonable control.
- 8.2 If any event described in 8.1 occurs that is likely to adversely affect Our performance under this Agreement:
- 8.2.1 We will inform You of the event as soon as reasonably possible;
- 8.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed with You will be extended accordingly;
- 8.2.3 We will inform You of the event and provide details of the event as soon as possible outside of Our control is over and the normal times or availability of Services as agreed with You;
- 8.2.4 If an event described in 8.1 occurs and You wish to cancel this Agreement, we will be happy to do so in accordance with Your right to cancel under sub-Clause 9.6.3;
- 8.2.5 If the event described in 8.1 continues for more than <<insert period>> we will be happy to cancel this Agreement in accordance with Our right to cancel under sub-Clause 9.6.3 and inform You of the cancellation. We will refund You as a result of that cancellation as soon as reasonably possible, and in any event within 14 Calendar Days of the cancellation notice.

9. Cancellation

- 9.1 You are free to cancel this Agreement without notice at any time before We begin providing Services to you if you have not yet made any payment to Us for any Services We have not yet provided. If you have made any payment to Us, 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 notice.
- 9.2 Once We have begun providing Services to you, You are free to cancel the Services and this Agreement by giving Us <<insert period>> written notice. If You have made any payment to Us 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 notice. 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, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4.
- 9.3 If any of the following circumstances occur, We will cancel the Services and this Agreement immediately by giving You written notice. If you have made any payment to Us 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 notice. 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, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4. If You cancel in accordance with 9.3.1, You will not be required to give <<insert period>> written notice in these circumstances.
- 9.3.1 We have breached this Agreement in any material way and have failed to remedy the breach within <<insert period>> of You asking Us to do so in writing.
- 9.3.2 We enter into liquidation, administration or receivership, or an administrator or receiver appointed by a court of competent jurisdiction.
- 9.3.3 We are unable to perform our obligations under this Agreement due to an event outside of Our reasonable control (as understood by a prudent person in Your position).
- 9.3.4 We wish to terminate this Agreement to Your material detriment.
- 9.4 We may need to cancel this Agreement before We begin providing them due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. If you have made any payment to Us 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 Us informing You of the cancellation.
- 9.5 Once We have begun providing Services to you, We may cancel the Services and this Agreement by giving You <<insert period>> written notice. If You have made any payment to Us 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 cancellation notice. 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, We will invoice You for those sums and You will be required to make payment in accordance with Clause 4.

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with Clause 4.

- 9.6 If any of the following conditions are met, We will refund to You the sums paid by You for any Services provided by Us immediately by giving notice to You as soon as is practicable, but in any event within 14 Calendar Days of Our cancellation of the Services, for those sums not yet paid for, the sums shall be refunded, if no refund is due to You, and You will be required to make payment of those sums as required with Clause 4. We will not be required to give <<insert period>> of Us asking You

9.6.1 You fail to make payment of those sums as required under Clause 4 (this shall not affect our right to interest on overdue sums under sub-Clause 4.2.5).

9.6.2 You have breached the Services in any material way and have failed to remedy the breach within <<insert period>> of Us asking You to do so in writing.

9.6.3 We are unable to provide the Services due to an event outside of Our control (for a full list of circumstances see sub-Clause 8.2.5).

- 9.7 For the purposes of sub-Clauses 9.6.1 and 9.6.2) a breach of the Services is considered 'material' if it is not minimal or trivial in nature and is a breach of sub-Clause 9.3.1 and/or 9.3.2. In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event outside of Our control.

10. Communication and Complaints

10.1 If You wish to contact Us, You may do so by telephone at <<insert telephone number>> or by email at <<insert email address>>.

10.2 In certain circumstances, You may make a complaint to Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:

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

10.2.2 Contact Us by post to <<insert company name>>, <<insert full postal address>>.

11. Complaints and Feedback

11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, we do value your input to hear from you if you have any complaints or suggestions for improvement.

11.2 All complaints are handled in accordance with Our complaints handling policy (which is available on our website) and procedure, available at <<insert website address>>.

11.3 If You wish to complain to Us, please do so in writing, but not limited to, through one of the following ways:

11.3.1 [In writing, by email to <<insert email address>> or by post to <<insert company name>>, <<insert full postal address>>]

of the Services and this Agreement. If You have made any payment to Us for any Services provided by Us, these sums will be refunded to You in any event within 14 Calendar Days of Our cancellation of the provided Services that You have requested. We will not be required to give <<insert period>> of Us asking You to do so in writing.

as required under Clause 4 (this shall not affect our right to interest on overdue sums under sub-Clause 4.2.5).

it in any material way and have failed to remedy the breach within <<insert period>> of Us asking You to do so in writing.

es due to an event outside of Our control (for a full list of circumstances see sub-Clause 8.2.5).

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Us in writing (as stated in various Clauses throughout this Agreement). When contacting Us in writing You may use the following methods:

l address>>; or

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

tomers and, while We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, we do value your input to hear from you if you have any complaints or suggestions for improvement.

th Our complaints handling policy (which is available on our website) and procedure, available at <<insert website address>>.

f Your dealings with Us, including, but not limited to, through one of the following ways:

t name and/or position and/or department>>]

11.3.2 [By email, <insert email address> or by mail to <insert address>]
<insert department>]

11.3.3 [Using Our <insert form name> form;]

11.3.4 [By contacting <insert telephone number> or by mail to <insert address>]
choosing option <insert option number>]

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

following the instructions included with the form;]

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

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

We will only use Your personal information in accordance with Our <insert document name, e.g. Privacy Notice>> available at <insert address>>.

(Data Protection)

Our <insert document name, e.g. Privacy Notice>> available at <insert address>>.

13. Other Important Terms

13.1 We may transfer (assign) Our rights and obligations under this Agreement to a third party (this may include if We sell Our business). If this occurs You will be bound by the terms of this Agreement will not be transferred to the third party.

and rights under this Agreement to a third party (this may include if We sell Our business). If this occurs You will be bound by the terms of this Agreement will not be transferred to the third party.

13.2 You may not transfer Your obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

13.3 This Agreement is binding on You and Us. No person or third party will be entitled to enforce any provision of this Agreement.

This Agreement is not intended to benefit any other person or party. No person or party will be entitled to enforce any provision of this Agreement.

13.4 If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

13.5 No failure or delay in performance by Us or You of a obligation under this Agreement shall constitute a breach of this Agreement. The Party will waive any right to claim damages or compensation for any such failure or delay.

Waiving any of our respective rights under this Agreement does not mean that it has been waived, and no waiver of any provision of this Agreement means that either party waives the same or any other provision.

14. [Alternative Dispute Resolution]

14.1 Alternative dispute resolution (ADR) refers to ways of resolving disputes between a consumer and a business without going to court.

ADR refers to ways of resolving disputes between a consumer and a business without going to court.

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

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

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

<insert name of ADR provider> via their website at <insert website address>.

14.4 <insert name of ADR provider> will not charge you for making a complaint, and you may still make a complaint 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 make a complaint if you are not satisfied with the outcome of the ADR process.

15. Governing Law and Jurisdiction

15.1 The Agreement, and any dispute, shall be governed by, and construed in accordance with the law of [England and Wales] [Scotland] [Ireland].

15.2 As a consumer, You acknowledge that the mandatory provisions of the law in your country of residence may take away or reduce Your rights under the law.

15.3 Any dispute, controversy or claim between You and Us relating to the Agreement shall be referred to the jurisdiction of the courts of [England and Wales] [Scotland] [Ireland], as determined by Your residency.

SIGNED for and on behalf of the Supplier
<<Name and Title of person signing on behalf of Supplier>>

Authorised Signature

Date: _____

SIGNED for and on behalf of the Consumer
<<Name and Title of person signing on behalf of Consumer>>

Authorised Signature

Date: _____

The Services

<<Insert a detailed specification of the Services provided by the Service Provider to the Client>>

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The Price

<<Insert full details of the Price per unit including all agreed sums and due dates>>

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