

TERMS AND CONDITIONS OF SERVICES

BACKGROUND:

These Terms and Conditions are to be read in conjunction with the order for services and <<Insert Order Form>> ("the Order Form") and the contract is made "on the Order Form" and ensure that you understand and agree to these Terms and Conditions and contact us.

These Terms and Conditions apply to all customers who are a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

"Agreed Times"

"Agreement"

"Business"

"Consumer"

"Deposit"

"Final Fee"

"Job"

"Model Cancellation Form"

"Order"

"Products"

apply when a customer places an order for services and <<Insert Order Form>> ("the Trader") accepts the order and the contract is made "on the Order Form". Please read them carefully and ensure that you understand and agree to these Terms and Conditions, please contact us.

These Terms and Conditions apply to all customers who are a "Consumer" as defined by the Consumer Rights Act 2015.

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

"Agreed Times"
You and We agree for the agreed times for access to the Property to be specified in the Agreement;

"Agreement"
The Agreement to which You and We will enter if the Agreement is signed. The Agreement will be subject to, these Terms and Conditions. A standard form of Agreement is attached to the Order Form.

"Business"
A trade, craft or profession carried on by a person or organisation;

"Consumer"
A person defined by the Consumer Rights Act 2015 who is not acting in the course of a business in relation to these Terms and Conditions. A customer of the Trader who is acting for their personal use and for purposes other than the purposes of any Business;

"Deposit"
A sum of money which may be required to pay in advance of the start of the Job; see Clause 5;

"Final Fee"
A sum of money which You must pay which will be issued in accordance with Clause 6 of the Order Form; see Clause 6;

"Job"
The performance of the Services;

"Model Cancellation Form"
A standard form of cancellation form attached as an annex to the Order Form;

"Order"
An order for Us to provide the Services;

"Products"
The products required for the provision of the Services, including any materials to be supplied (if any) as specified in the Order Form.

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detailed in the Order and the
the Job is to take place;

We give to You in accordance with services We will provide to You large;

in the Quotation which may
be the actual work undertaken as set
out in the Terms and Conditions;

Employee who will be responsible for

e will provide as specified in the

and We agree on for Us to start
as specified in the Agreement;

scheduled or otherwise, on which sits the Property to provide the

includes all employees, agents
the Trader; and

o is a customer of the Trader.

- 1.2 Each reference in an expression, include communications whether sent by e-mail, [text message,] fax or other means.
 - 1.3 Each reference to a statute or provision of law shall mean the statute or provision as amended at the relevant time.
 - 1.4 Each reference to “Conditions” is a reference to these Terms and Conditions.
 - 1.5 Each reference to a schedule to these Terms and Conditions.
 - 1.6 The headings used herein are for convenience only and do not affect the interpretation of these Terms and Conditions.
 - 1.7 Words signifying the singular shall include the plural and vice versa.
 - 1.8 References to any gender shall include each gender.
 - 1.9 References to persons or entities, unless otherwise requires, include corporations.

2.1 We are a <<insert name>> trader, partnership, LLP, private limited company etc

2.2 [We trade under the name <<insert trading name if different from company name>>.]

2.3 [We are registered for VAT <<insert VAT registration number>> under number <<Company

- Registration Number <<insert registration number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>>. If different from registered office or if no registered office, please insert address.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are regulated by <<insert regulator(s)>>.]
- 2.8 [We are a member of <<insert association(s) etc.>>.]
- 2.9 [<<Insert further information>>.]

3. Communication and Complaints

- 3.1 If You wish to contact Us by telephone, please call <<insert telephone number>>. For complaints, You may contact Us by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Terms and Conditions). When contacting Us in writing, please provide the following information:
- 3.2.1 contact Us by <<insert email address>>; or
- 3.2.2 contact Us by <<insert name>>, <<insert address>>.

4. Orders

- 4.1 We accept orders by the following methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order, please provide, in detail, the Services required. Details required include <<insert details required>>. [We will provide You with an order form containing the details required information.] [All such details will be set out in the Terms and Conditions.]
- 4.3 Once the Order is received, We will prepare a Quotation and send it to You either by email or by post. The Quotation will set out the cost of the Services and the required Deposit (if applicable) in accordance with Clauses 5 and 6).
- 4.4 If We cannot accept an Order, We will inform you of this in writing.
- 4.5 You may make changes to an Order before accepting a Quotation before accepting it.
- 4.6 You may accept a Quotation by returning a copy of it and returning it to Us within <<insert number of days>> after the date We issue the Quotation.
- 4.7 When (but not before) the Quotation, signed and dated, and You have paid the required Deposit, a binding contract between You and Us will be created for the Services and for You to pay for them. We will then attach the Terms and Conditions and complete any blanks in the Quotation.
- 4.8 If you wish to change an Order, please contact Us and We will tell you if the change can be accommodated, and if so, what the additional fees or other matters are not acceptable to you, you must agree to in accordance with Clause 13 and/or 14.

5. Deposit

- 5.1 At the time of acceptance of the Order, We may require You to pay more than <<insert period e.g. 7 calendar days>> the Quoted Fee in advance, depending on the nature of the work and any Products required in the Order. We will not require You to pay Us a Deposit. The Deposit will be <<insert percentage>> of the Quoted Fee>>. We will not refund the Deposit in full.
- 5.2 If you cancel the Services or Products, We may require You to pay some or all of the Deposit as set out in Clauses 13, 14, and 15.

6. Fees and Payment

- 6.1 The Quoted Fee will be the total fee payable for the Services and for the estimated Products.
- 6.2 We will where reasonable, advise You of any increase in the Quoted Fee for the Products (and quantities of Products) set out in the Order. If additional Products are required, We will charge a Final Fee to reflect this. We will, however, keep You fully informed at all times, and will not charge You more than the Quoted Fee in the Order.
- 6.3 If the price of Products increases during the period between Your acceptance of the Order and the date of delivery, We will inform You of the increase and of any additional Products required. If You do not wish to accept the increase, You may cancel the Order, in which case We will provide a full refund of all sums paid to You.
- 6.4 The Quoted Fee and any additional charges We will add to the Quoted Fee are exclusive of VAT. If the rate of VAT changes, We will advise You of the rate that You must pay.
- 6.5 We will invoice You for the Quoted Fee and any additional charges once the Services are completed.
- 6.6 You must pay any additional charges within <<insert period e.g. 30 calendar days>> of receiving it.
- 6.7 We accept the following methods of payment:
- 6.7.1 <<insert method of payment>>;
- 6.7.2 <<insert method of payment>>;
- 6.7.3 <<insert method of payment>>;
- 6.7.4 <<insert other method of payment>>.
- 6.8 If You do not pay a sum due to Us, We may charge You interest on the overdue sum at a rate of <<insert percentage>>% above the base rate of the Bank of England from the date of the due date until payment is made in full. Interest will accrue on the overdue sum from the due date until the actual date of payment, whether by instalment or in full.
- 6.9 If You have promptly paid the Quoted Fee, We will provide an invoice in good faith, We will not charge interest on the Quoted Fee.

7. Services

- 7.1 We will provide the Services with the specification set out in the accepted Quotation. The Services may be amended by agreement between You and Us.
- 7.2 [We may provide samples, plans or similar items in

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advance of the Job only and is not intended to guarantee specific results.

7.3 We will use reasonable care to ensure that the Products We use (if any) match those specified in the Job Specification. There may be slight differences between photographs of the Products themselves, or as they appear in your use of the Products, and the actual Products delivered. If We supply different Products at any time without consulting you, You must accept the alternative Products and the sums paid including any deposit.

7.4 The responsibility for the Products remains with Us until they are delivered to you. You will not be responsible for them.

7.5 We will ensure that the Products are delivered to a reasonable standard.

7.6 We will ensure that the Products comply with any applicable codes of practice that may apply from time to time.

7.7 We will properly display the Products in the Services.

7.8 Where a Job is to be carried out on a working day, the Service Provider will, where reasonable, ensure that the work is being carried out in a clean and tidy state and minimise any damage to the Property while work is being carried out. We will, where possible, store all tools and materials only in an agreed area of the Property at the end of the Job.

8. Faulty Products

8.1 If any Products are delivered to You and You discover a defect within 30 days of delivery, You should inform Us using the contact details above. If the defect is not caused by Us, You should inform Us using the contact details above.

8.2 Within the first 30 days of delivery, You are entitled to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

8.3 After the first 30 days of delivery, You are entitled to a repair or replacement, or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful, You are entitled to a full refund, to keep the Product at a reduced price. The Product is not to be returned to You unless We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions or to use the Product correctly.

8.4 After the first six months of delivery, the Product is to be returned to You if it develops a fault. You must prove that the Product is defective and that it was supplied by Us. You are entitled to a repair or replacement, or to a partial refund, to keep the Product at a reduced price, or to a full refund.

intended for illustrative purposes only and is not intended to guarantee specific results.

We will ensure that the Products We use (if any) match those specified in the Job Specification. There may be slight differences between photographs of the Products themselves, or as they appear in your use of the Products, and the actual Products delivered. If We supply different Products at any time without consulting you, You must accept the alternative Products and the sums paid including any deposit.

The responsibility for the Products remains with Us until they are delivered to you. You will not be responsible for them.

We will ensure that the Products are delivered to a reasonable standard.

We will ensure that the Products comply with any applicable codes of practice that may apply from time to time.

We will properly display the Products in the Services.

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After the first six months of delivery, the Product is to be returned to You if it develops a fault, You must prove that the Product is defective and that it was supplied by Us. You are entitled to a repair or replacement, or to a partial refund, to keep the Product at a reduced price, or to a full refund.

refund for up to six months or the amount of the refund, whichever is the longer, if it can reasonably be justified.

the nature of the Product and how long it can reasonably be expected to last.

9. Problems with Our Services

9.1 If there is a problem with the Services, i.e. they have not been provided with reasonable quality, You are entitled to ask Us to repeat or replace the Services, or to refund the price paid for the Services, if this is not possible.

9.2 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services, We request that You inform Us of this as soon as possible. We will use reasonable efforts to remedy the problem as quickly as is reasonably possible and practicable.

9.3 We will not charge You for the Services under this Clause 9 where the problems have been caused by Us [i.e. where nobody is at fault]. If We determine that a problem has been caused by incorrect or incomplete information or action by You, We may charge You for remedial work.

9.4 As a consumer, You have certain legal rights and guidance on exercising them, including from the Citizens Advice Bureau or Trading Standards. You should contact them if You are unsure of Your rights.

9.5 If We do not perform the Services within a reasonable time without a reduction in price, You have the right to request repeat performance of the Services within a reasonable time without a reduction in price.

9.6 If the Services are not provided about the time agreed or, if that is not possible, if that is not convenient to You, You have the right to request repeat performance of the Services within a reasonable time without a reduction in price.

9.7 If for any reason We do not provide the Services in accordance with Your legal rights, We will refund the price paid for the Services and all costs of such refund. In cases where a price reduction applies, this may be a full or partial refund. Any such refund will be made within 14 calendar days of the date on which You are entitled to the refund. You will not be entitled to the refund by You unless You have notified Us of the problem within the time limit specified in the Services.

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If We do not perform the Services within a reasonable time without a reduction in price, You have the right to request repeat performance of the Services within a reasonable time without a reduction in price.

If the Services are not provided about the time agreed or, if that is not possible, if that is not convenient to You, You have the right to request repeat performance of the Services within a reasonable time without a reduction in price.

If for any reason We do not provide the Services in accordance with Your legal rights, We will refund the price paid for the Services and all costs of such refund. In cases where a price reduction applies, this may be a full or partial refund. Any such refund will be made within 14 calendar days of the date on which You are entitled to the refund. You will not be entitled to the refund by You unless You have notified Us of the problem within the time limit specified in the Services.

10. Your Obligations

10.1 If any consents, licences, permissions or other approvals are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Services.

10.2 [We may ask you to provide the Property before We provide the Services, otherwise, this is Your obligation.]

consents, licences, permissions or other approvals are needed from any third parties such as landlords, local authorities or similar, You must obtain them before We provide the Services.

[We may ask you to provide the Property before We provide the Services, otherwise, this is Your obligation.]

- 10.3 You will ensure that the Property can be accessed by You at the Agreed Times to provide the Service.
- 10.4 You may either give the Service Provider a set of keys to the Property or be present at the Agreed Times to provide Service Provider access. We promise that all keys will be provided to the Service Provider by Service Providers.
- 10.5 If You do not provide the Service Provider with access to the Property or make it impossible for Us to provide the Service, we will not be bound to comply with any other provision in this Clause 10, and we may invoice you for any additional charges incurred.
- 10.6 [You must ensure that the Property has access to electrical outlets and a supply of hot water.]

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use your experience as a customer of Ours as a positive comment, We do not want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <insert link>.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
- 11.3.1 [In writing, to the following address: <insert name and/or position and/or department>]
- 11.3.2 [By email, to the following email address: <insert name and/or position and/or department> s>>];]
- 11.3.3 [Using Our complaint form, available at <insert link> following the instructions included with the form;]
- 11.3.4 [By telephone, to the following number: <insert number>> [and choosing option <insert number>].]

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date, we will agree a revised Start Date with You;
- 12.1.1 We will where possible agree a revised Start Date with You;
- 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the contract (see Clause 15).
- 12.2 If We ask You to change the Start Date, we may either:
- 12.2.1 agree a revised Start Date with You;
- 12.2.2 terminate the contract (see Clause 15).

13. Cancellation of Contract and Cooling Off Period

- 13.1 Where the Agreement is made at the premises, You have a statutory right to a “cooling off” period. This right begins once the contract between the You and Us is formed.

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13.1.1 in relation to the Products, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and

, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and

13.1.2 in relation to the Services, at the end of 14 calendar days after the date on which the Services are provided.

at the end of 14 calendar days after the date on which the Services are provided.

13.2 If You wish to cancel the Order, You should inform Us immediately by email to the postal address or email address specified in these Terms and Conditions, or by using the Model Cancellation Form, but You do not have to.

the cooling off period, You should inform Us immediately (e.g. a letter sent by post, fax, or email to the postal address or email address specified in these Terms and Conditions, or by using the Model Cancellation Form, but You do not have to).

13.3 To meet the cancellation deadline, communication corresponding to the cancellation period must be received by Us.

sufficient for You to send Your communication to Us, and of the right to cancel before the end of the cooling off period.

13.4 If You exercise this right, You will receive a full refund of any amount paid to the Us in connection with the Deposit, where applicable.

receive a full refund of any amount paid to the Us in connection with the Deposit (including, but not limited to, the Deposit).

13.5 We will refund money to You by the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of exercising this right.

method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of exercising this right.

13.6 We will process the refund without undue delay and, in any case, within 14 calendar days on the day on which We are notified of the cancellation.

as a result of a cancellation without undue delay and, in any case, within 14 calendar days after the day on which We are notified of the cancellation.

13.7 If You exercise the right to cancel, You must return the Products to Us:

to Products:

13.7.1 We will issue a refund of the Deposit and any event not related to the Products (as well as the Products to be returned).

the normal refund period>> and in any case, within 14 calendar days after We receive the relevant communication, of the Deposit and delivery charges if You send the Products to Us.

13.7.2 You must return the Products within 14 calendar days of the day on which You are notified of the cancellation and return them;

within 14 calendar days of the day on which You are notified of the cancellation and return them;

13.7.3 We may make a refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

13.7.4 Please also note that if the Products become inseparably mixed with others cannot be returned.

it becomes inseparably mixed with other Products, it cannot be returned.

13.8 If the Start Date falls within the cooling off period, You must make an express request for provision of the Services during the cooling off period. By making such a request, You agree to the following:

period, You must make an express request for provision of the Services during the cooling off period. By making such a request, You agree to the following:

13.8.1 If the Job is completed, You will lose the right to cancel.

14 calendar day cooling off period, if the Job is completed;

13.8.2 If You cancel the Order, You will be liable for the cost of the Services and any Products that have been supplied up until the point at which You inform Us of the cancellation.

provision of the Services has begun, You will be liable for the cost of the Services and any Products that have been supplied up until the point at which You inform Us of the cancellation.

13.8.3 The amount of the refund will be in proportion to the full price of the Services and any Products already provided. Any sums that

in proportion to the full price of the Services and any Products already provided. Any sums that

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- have already received the Deposit, Your services will be refunded subject to any applicable law, and we will make any necessary deductions of the Deposit from the refund.
- 13.8.4 We will process Your refund within <<insert normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the Agreement after the 14 calendar day cooling off period has expired.
- 14. Cancellation Outside of the Cooling Off Period**
- 14.1 In addition to Your right to cancel during the cooling off period, You may terminate the Agreement (the "Job") at any time before the Start Date (if relevant):
- 14.1.1 If You cancel after the 14 calendar day cooling off period has expired (or if the 14 calendar day cooling off period has expired and more than <<e.g. 7 calendar days>> before the Start Date), We will refund the Deposit, if applicable, and any other amounts paid to You, as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 14.1.2 If You cancel after the 14 calendar day cooling off period has expired (or if the 14 calendar day cooling off period has expired and less than <<e.g. 7 calendar days>> before the Start Date), We will retain from the Deposit, if applicable, an amount representing the financial loss that We suffer due to the cancellation, and we will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit already paid to You (as has been paid), We will invoice You for the shortfall, and You will be required to make payment in accordance with the terms of the Agreement.
- 14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of resources, or due to the occurrence of an event outside of Our control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other amounts paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.
- 15. Termination**
- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 15.1.1 We have breached the Agreement in any material way and have failed to remedy the breach within <<insert normal refund period>> of You asking Us in writing to do so;
- 15.1.2 We enter into liquidation, or an administrator or receiver appointed over Our assets;
- 15.1.3 You and We agree a revised Start Date under Clause 12;
- 15.1.4 We are unable to perform the Agreement due to an event outside of Our control (see Clause 13.8.4).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:

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notice if:

15.2.1 You fail to make any payment as required under Clause 6 (this clause does not affect Our interest on overdue sums under sub-Clause 6.2);

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

15.2.3 You and We do not agree a revised Start Date under Clause 12;

15.2.4 You do not provide Us with access to the Property or otherwise make it impossible for the Service Provider to provide the Services, and We are unable to contact You to re-arrange the Services under Clause 12;

15.2.5 We have been prevented from providing the Services for more than <<insert period>> weeks due to circumstances outside of Our control (see Clause 17).

15.3 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. It will be for Us to decide whether a breach is material no regard to whether the breach is caused by any accident, mishap, mistake or misunderstanding.

15.4 If at the termination

15.4.1 You have made a Deposit, when the Agreement terminates (including, but not limited to, the termination of the Services We have not yet provided, we will refund to You, as soon as is reasonably possible, these sums, or a proportion of these sums, as soon as is reasonably possible, and in any event within 14 days of the termination notice. We may, however, refuse to refund (or charge You) reasonable compensation for the loss of the Services you will incur as a result of your terminating the Agreement, to the extent it is attributable to sub-Clauses 15.2.1, 15.2.2, or 15.2.3.

15.4.2 We have provided the Services, when the Agreement terminates, if you have not yet paid for, the sums due to You or, if no refund is due, the sums due to Us, and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated, the following provisions shall survive:

16.1.1 Any Clauses of the Agreement, whether or by their nature, relate to the termination of the Agreement will remain in full force and effect.

16.1.2 Termination of the Agreement shall not affect any right to damages or other remedies which either party may have in respect of any breach of the Agreement occurring prior to the date of termination.

17. Events Outside of Our Control

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms if the failure or delay results from any event outside of Our control.

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19. How We Use Your Personal Information

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

20. Other Important Terms

20.1 We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

20.2 We may transfer (assign) Our rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.

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

20.4 The Agreement is binding on You and no person or third party other than Us or You will be entitled to enforce any provision of the Agreement.

20.5 If any provision of the Agreement is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of the Agreement in question will not be affected.

20.6 No failure or delay by Us in exercising any rights under the Agreement or in enforcing any provision of the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement, means that We or You will waive any subsequent breach of that provision.

21. Regulations and Information

21.1 We are required by certain Regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You (i.e. before We make Our contract with You (i.e. before the Agreement has been signed) except where this is already apparent from the context of the transaction or the Agreement or Quotation and the information itself either in the Quotation or the Agreement. We will make it available to You before the Agreement is made or before You accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

21.2 As required by the Regulations:

21.2.1 all of the information required by Clause 21.1; and

21.2.2 any other information that We provide to You about the Services, or that You take into account when deciding whether to accept the Agreement, or when making any other decision about the Services.

21.3 The information required by the Regulations will be a part of the terms of Our contract with You as a Consumer.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 22.2 As a consumer, you acknowledge that the mandatory provisions of the law in your country of residence may apply. Clause 22.1 above takes away or restricts those provisions.
- 22.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether or not you are a consumer), shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.

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THIS AGREEMENT is made this _____ day of _____

BETWEEN:

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Trader")]
- (2) <<Name of Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

- (1) The Trader provides <<insert description of services>> to consumer clients and has reasonable skill, knowledge and experience in providing such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below ("the Services").
- (3) The Trader agrees to provide the Services to the Customer, subject to the attached Terms and Conditions and any other documents referred to in those documents.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between Us and You will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
- 1.4.1 The main characteristics of the Services;
- 1.4.2 Our identity;
- 1.4.3 The total price of the Services including taxes or, if the Price cannot be determined, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance and the time by which (or within which) the Services will be provided;
- 1.4.5 Our complaint handling policy.

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1.4.6 The duration of the Services shall be as applicable, or if this Agreement is of indefinite duration, the Services shall be extended automatically, the conditions for extension shall be as follows:

1.4.7 Information shall be provided to You during the “cooling off” period.

1.5 As required by the Consumer Protection Act (Information, Cancellation and Additional Charges)

1.5.1 all of the information shall be provided in accordance with Clause 1.4; and

1.5.2 any other information shall be provided to You about the Services or the Terms and Conditions of the Agreement when entering into this Agreement or at any time thereafter for decision about the Services

a) You shall be treated as a Consumer.

2. The Services

2.1 We will:

2.1.1 begin to provide the Services on the Start Date of <<insert date>>;

2.1.2 aim to complete the Services by the End Date of <<insert date>>;

2.1.3 provide the Services in accordance with the Speed Times of <<insert times>> or as otherwise agreed in writing;

2.1.4 provide the Services at the Location of <<insert address>>;

2.1.5 perform the Services in accordance with the specification referred to in Clause 2.2

2.2 The specification for the Services shall be as follows: <<insert full description of services to be provided>>

2.3 The Products we supply shall be as follows: <<insert full description of products to be supplied with the attached specification>>.

2.4 You and We may agree to vary the specification from time to time.

3. Fees and Payment

3.1 You will pay the Quoted Sum for the Services (subject to any applicable taxes and conditions). This sum may be broken down as follows:

3.1.1 <<insert a breakdown of the Quoted Sum>>.

3.2 <<Insert full details of the payment method>> as detailed in the Quotation>>.

4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You waive the 14 calendar day cooling off period referred to in Clause 1.5.2 and the conditions to expire.

4.2 You acknowledge that You will be liable to pay Us for the Services from the point at which You inform Us of Your wish to cancel the Services in accordance with the Terms and Conditions.

4.3 You acknowledge that You will be liable to cancel if the Services are fully

performed within the _____ cooling off period.

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

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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To: <<trader to insert trader's name and, where available, fax number and email address>>

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract <>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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