

# S

# A

h apply to the provision of interior  
me>> ("the Trader") to customers  
them carefully and ensure that you  
please contact us.

is a "Consumer" as defined by the

## M

the context otherwise requires, the meanings:

You and We agree for the  
 ess to the Property to complete the  
 Agreement];

to which You and We will enter if  
on. The Agreement will  
subject to, these Terms and  
hard form of Agreement is attached

trade, craft or profession carried on  
person or organisation;

as defined by the Consumer Rights Act 2015, in relation to these Terms and Conditions is a natural person who is not a trader, a customer of the Trader who is using the Services for their personal purposes, wholly or mainly outside the course of their business;

Employee who will be responsible for decorating Services;

may be required to pay in  
e 5;

sums You must pay which will be issued in accordance with Clause 6 and its conditions.

**Operating Services** We will provide  
 eement;

### Performance of the Interior

Declaration form attached as

# F

**“Order”**

**“Products”**

**“Property”**

**“Quotation”**

**“Quoted Fee”**

**“Start Date”**

**“Visit”**

**“We/Us/Our”**

**“You/Your”**

1.2 Each reference in this Agreement to an expression, including but not limited to, [text message,] fax or other electronic communication,

1.3 Each reference to a statute or provision of law, shall be a reference to that statute or provision in effect at the relevant time.

1.4 Each reference to “Terms and Conditions” is a reference to these Terms and Conditions.

1.5 Each reference to a schedule to these Terms and Conditions shall be a reference to a schedule to these Terms and Conditions.

1.6 The headings used in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

1.7 Words signifying the singular shall include the plural and vice versa.

1.8 References to any gender shall include the other gender.

1.9 References to persons shall include individuals, partnerships, corporations, and other legal entities.

## 2. Information about Us

2.1 We are a <<insert name of company>> limited company etc.

2.2 [We trade under the name of <<insert name of company>>]

request for Us to provide the Interior Decorating Services set out in Clause 4;

materials and equipment required for the provision of the Interior Decorating Services which We will supply (if any) as part of the Quoted Fee;

the location of the Property detailed in the Order and the date by which the Job is to take place;

the Quotation We give to You in accordance with the services We will provide to You and the Quoted Fee;

the actual work undertaken as set out in the Quotation which may vary from the Quoted Fee; and the Terms and Conditions;

the date and time We agree on for Us to start providing the Interior Decorating Services as specified in the Order;

the date, time, and location scheduled or otherwise, on which We will visit the Property to provide the Interior Decorating Services;

includes all employees, agents, and representatives of the Trader; and

who is a customer of the Trader.

includes all references to “writing”, and any similar references, whether sent by e-mail, [text message,] fax or other electronic communication;

if a statute is a reference to that statute or provision in effect at the relevant time.

“Terms and Conditions” is a reference to these Terms and Conditions.

reference to a schedule these Terms and Conditions.

conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

include the plural and vice versa.

her gender.

text otherwise requires, include

the trader, partnership, LLP, private limited company etc.

ing name if different from company name

- name>>.]
- 2.3 [We are registered <<insert name>>] under number <<Company Registration Number>>]
- 2.4 [Our registered office is <<insert address>>].
- 2.5 [Our main trading address is <<insert address>>] or if different from registered office <<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 for complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Agreement). When contacting Us in writing You may use:
- 3.2.1 contact Us by email at <<insert email address>>; or
- 3.2.2 contact Us by post to <<insert name>>, <<insert address>>.

### 4. Orders

- 4.1 We accept orders for Interior Decorating Services through <<insert methods>> e.g. telephone, internet etc.
- 4.2 When placing an Order, You must provide, in detail, the Interior Decorating Services required. This includes, but is not limited to, the location and size of the Property, the number of rooms, the type(s) of decoration required (e.g. painting, wallpapering etc.). [We will provide You with a list of questions and prompts for all required information in the Agreement.]
- 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 any other charges. (See 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.
- 4.6 You may accept a Quotation by signing and dating 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 is accepted, signed and dated, a binding contract between You and Us will be created for the provision of Interior Decorating Services and for the payment of the fees set out in the signed Agreement and complete with the Quotation.
- 4.8 If you wish to change or cancel the Quotation, please contact Us.

Us and We will tell you, along with any change, if we cannot accommodate the change, if the change is not acceptable to you, you will be liable as a result. If we cannot accommodate the change, the fees or other matters are not affected by Clause 13 and/or 14.

## 5. Deposit

- 5.1 At the time of acceptance of the specialist Products, you must pay Us a Deposit. The Deposit must be paid in full. We will not confirm the order until the Deposit is paid in full.
- 5.2 If you cancel the order, We may retain some or all of the Deposit as set out in Clause 15.

## 6. Fees and Payment

- 6.1 The Quoted Fee is payable for the Interior Decorating Services and for the Products required.
- 6.2 We will where reasonable, supply the Products (and quantities of Products) set out in the Agreement; however if additional Products are required, an additional Fee to reflect this. We will keep You informed at all times, and will not proceed with the order until we have received payment.
- 6.3 If the price of Products increases during the period between Your acceptance of the Agreement and the Date, We will inform You of the increase and of any additional Fee. If You do not wish to accept the increase, You must pay a full refund of all sums paid including, where applicable, any VAT.
- 6.4 The Quoted Fee is exclusive of VAT. If the rate of VAT changes We will advise You of the change and You must pay the additional VAT.
- 6.5 We will invoice You for the Quoted Fee when the work is completed.
- 6.6 You must pay any sum due to Us within the 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 <<insert name of bank>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether by instalment or in full.
- 6.9 If You have promptly paid a sum due to Us, We will not charge interest on the sum.

## 7. Interior Decorating Services

- 7.1 We will provide the Interior Decorating Services in accordance with the specification set out in the Agreement (as may be amended by agreement between Us from time to time).
- 7.2 We may provide You with plans or similar documents in advance of the Job for illustrative purposes only and is not intended for illustrative purposes nor to constitute specification of the Job nor to constitute a guarantee specific to the Job.
- 7.3 We will use reasonable care to ensure that the Products We use match those chosen by You throughout the Property (or relevant parts of the Property) and variations to the same Products as a result of differences in materials, catalogues and other materials, and the Products that We use may be subject to minor technical changes which will not impact you in any material way. Product packaging may also vary. If differences in materials or packaging are due to non-availability, We will not supply them without Your prior written consent, in advance of the Job. If You do not consent, You may cancel and receive a full refund of all sums paid, subject to the applicable, the Deposit.
- 7.4 We will ensure that the Interior Decorating Services are performed with reasonable care and in accordance with the applicable standard which is consistent with best trade practice.
- 7.5 We will ensure that the Interior Decorating Services are performed in accordance with applicable codes of practice.
- 7.6 We will ensure that the Interior Decorating Services do not cause or result in any damage as a result of Our provision of the Interior Decorating Services. We will make good any damage that occurs at no additional cost to You as soon as is reasonably possible.
- 7.7 We will properly dispose of any waste resulting from Our provision of the Interior Decorating Services.
- 7.8 Where a Job is to be carried out on a working day, the Decorator will where reasonably possible, ensure that the Property is in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in the designated areas where work is being carried out and will remove them from the Property at the end of each working day.

## 8. Faulty Products

- 8.1 If any Products supplied by Us under the Interior Decorating Services are found to be defective with one or more of those described in the Agreement, You should inform Us as soon as is reasonably possible.
- 8.2 Within the first 30 days of the Job, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.
- 8.3 After the first 30 days, You are entitled, at Our option, repair or replacement of the Product(s) or, if a repair or replacement is not practicable or if the repair or replacement is unsuccessful, You may keep the Product(s) at a price to be agreed between Us.

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a reduced price. The defect has been caused deliberately by You, or as a result of Your failure to follow instructions given by Us.

We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given by Us.

- 8.4 After the first six months from the date of delivery of the Product in question, if You develop a fault, You must prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given by Us.

After the first six months from the date of delivery of the Product in question, if You develop a fault, You must prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given by Us.

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## 9. Problems with Our Services

- 9.1 If there is a problem with the Interior Decorating Services, i.e. they have not been provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the problem.

If there is a problem with the Interior Decorating Services, i.e. they have not been provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the problem.

- 9.2 We always use reasonable skill and care in providing the Interior Decorating Services. However, there is a problem with the Interior Decorating Services, i.e. they have not been provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the problem.

We always use reasonable skill and care in providing the Interior Decorating Services. However, there is a problem with the Interior Decorating Services, i.e. they have not been provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the problem.

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- 9.3 We will not charge You for the cost of remedial work if the problem has been caused by incorrect or incomplete information or advice given by Us.

We will not charge You for the cost of remedial work if the problem has been caused by incorrect or incomplete information or advice given by Us.

- 9.4 As a consumer, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

As a consumer, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

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- 9.5 If We do not perform the Interior Decorating Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

If We do not perform the Interior Decorating Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

- 9.6 If the Interior Decorating Services have not been performed in line with information provided by Us, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

If the Interior Decorating Services have not been performed in line with information provided by Us, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

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- 9.7 If for any reason We do not perform the Interior Decorating Services in line with information provided by Us, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

If for any reason We do not perform the Interior Decorating Services in line with information provided by Us, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

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## 10. Your Obligations

- 10.1 If any consents, licences or permissions are needed from any third parties such as landlords, neighbours, local authorities or similar, You must obtain them before We start the Interior Decorating Services.
- 10.2 We may ask you to remove or protect furniture, fixtures and fittings in the Property before We start the Services. As You and We specifically agree otherwise, this is Your obligation.
- 10.3 You will ensure that We have access to the Property at the Agreed Times to provide the Services.
- 10.4 You may either give Us access to the Property or be present at the Agreed Times to receive the Services. We promise that all keys will be kept safely at the Property.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in these Terms, We may invoice you for the Services incurred as a result.
- 10.6 You must ensure that We have access to electrical outlets and a supply of hot and cold 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 is a positive comment, We 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 on our website.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
  - 11.3.1 [In writing, to the address of the relevant department>]
  - 11.3.2 [By email, to the email address of the relevant department>]
  - 11.3.3 [Using Our complaint form;]
  - 11.3.4 [By contacting the relevant department on the telephone <insert telephone number> [and when prompted.]]

## 12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
  - 12.1.1 We will when possible agree a revised Start Date with You;
  - 12.1.2 If it is not possible, We may terminate the Services (see clause 15).
- 12.2 If We ask You to change the Start Date, We may either:

- 12.2.1 agree a revision of the Terms and Conditions
- 12.2.2 terminate the contract (see Article 15).

### 13. Cancellation of Contract and Cooling Off Period

- 13.1 Where the Agreement is concluded at the Seller's premises, You have a statutory right to a "cooling off" period. This period begins once the contract between You and Us is formed.
  - 13.1.1 in relation to the delivery of Products, at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day and
  - 13.1.2 in relation to the provision of Services, at the end of 14 calendar days after the contract is formed.
- 13.2 If You wish to cancel the contract during 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). You must use 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.
- 13.4 If You exercise this right, we will refund to You the amount paid to the Us in the Deposit, where applicable.
- 13.5 We will refund money 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 cancellation.
- 13.6 We will process the refund without undue delay and, in any event, within 14 calendar days after the day on which We are notified of the cancellation.
- 13.7 If You exercise the right to cancel the contract, we will refund to Products:
  - 13.7.1 We will issue a refund within the normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any 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 to cancel and return them;
  - 13.7.3 We may make a deduction from the refund for loss in value of any Products suffered as a result of unnecessary handling by You;
  - 13.7.4 Please also note that the Products must not become inseparably mixed with other goods.
- 13.8 If the Start Date falls within the cooling off period You must make an express request for provision of Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process.] You acknowledge and agree to



the following:

- 13.8.1 If the Job is cancelled after the 14 calendar day cooling off period, You will lose the Deposit; the Job is completed;
- 13.8.2 If You cancel the Job after the 14 calendar day cooling off period, the provision of the Interior Decorating Services has been completed, You are required to pay for the Interior Decorating Services that cannot be returned to Us. You inform Us of Your wish to cancel;
- 13.8.3 The amount of the Deposit to be refunded is in proportion to the full price of the actual Interior Decorating Services already provided. If You have already been paid for the Interior Decorating Services, the refund is subject to deductions calculated on the basis of the actual work done.
- 13.8.4 We will process the refund within <<insert normal refund period>> and in any event within 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the Job if 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 the Job 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 the Job after the 14 calendar day cooling off period has expired (or if the Job has been completed) 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 the Job after the 14 calendar day cooling off period has expired (or if the Job has been completed) 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. The balance of the Deposit to You 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 (or if the Job has been completed), We will invoice You for the shortfall and You are required to make payment in accordance with the terms of the Agreement.
- 14.2 We may need to terminate the Job before the Start Date due to the unavailability of required materials, 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 at any time by giving Us immediate effect at any time by giving

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Us written notice if:

15.1.1 We have breached the Agreement in any material way and have failed to remedy the breach within the 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 or You elect to terminate the Agreement under Clause 12;

15.1.4 We are unable to provide Interior Decorating Services due to an event outside of Our control (see Clause 17).

15.2 We may terminate the Agreement with immediate effect by giving You written notice if:

15.2.1 You fail to remedy the breach as required under Clause 6 (this includes failure to pay Us sums of interest on overdue sums under sub-Clause 10.5);

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

15.2.3 You and We 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 Decorator to provide the Interior Decorating Services or You have been unable to contact You to re-arrange the Services under sub-Clause 10.5;

15.2.5 We have been unable to provide Interior Decorating Services for more than 30 days due to an event 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 had to when the breach is not 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 of the Agreement:

15.4.1 You have made a Deposit (including, but not limited to, the Deposit) for the Services We have not yet provided, we will refund (or charge You) reasonable compensation for the Deposit as soon as is reasonably possible, within 14 days of the termination notice. We will refund (or charge You) reasonable compensation for the Deposit we will incur as a result of your terminating the Agreement under sub-Clauses 15.2.1, 15.2.2, or 15.2.5;

15.4.2 We have provided Interior Decorating Services that You have not yet paid for, then You will be required to pay Us for those sums and You will be required to comply with Clause 6.

## 16. Effects of Termination

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

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

16.1.2 Termination shall not affect any right to damages or other remedy which You may have in respect of any breach of the Agreement 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 and Conditions if the failure or delay results from any cause that is beyond Our control. Such causes include, but are not limited to: power outages, strikes, lock-outs, riots and other civil unrest, fire, explosion, flood, subsidence, acts of terrorism (threatened or actual), undeclared, threatened, actual or natural disaster, or any other event outside of Our control.

17.2 If any event described in Clause 17.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

17.2.1 We will inform You of the event as soon as reasonably possible;

17.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have set will be extended accordingly;

17.2.3 We will inform You when the event outside of Our control is over and when normal times or availability of Interior Decorating Services are resumed.

17.2.4 You or We may terminate the Agreement (see Clause 15).

## 18. Liability

18.1 We will be responsible for any loss or damage that You may suffer as a result of the performance of Our obligations under these Terms and Conditions or as a result of Our negligence, if the loss or damage is foreseeable if it is an obvious consequence of the performance of Our obligations or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

18.2 We will maintain and pay for insurance including public liability insurance.

18.3 We provide Interior Decorating Services for domestic and private purposes only. We make no representation or warranty that the Services are fit for any commercial, business or professional purpose of any kind. We will not be liable for any loss of business, interruption to business or for any other consequential loss.

18.4 If We cause any damage to Your property, we will make good that damage at no additional cost to You. We will not be responsible for any pre-existing faults or

- damage in or to Your property or the property of a third party, including damage to the Interior Decorating Service, or the property of a third party, may discover while providing the
- 18.5 We are not liable for any loss or damage suffered by You which results from Your failure to follow any instructions or advice given by Us or the Decorator.
- 18.6 Nothing in these Terms shall be intended to or will limit or exclude Our liability for death or personal injury caused or arising from, or fraudulent misrepresentation, intended to or will limit or exclude Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights, contact Your local Citizens Advice Bureau or Trading Standards Council.
19. **How We Use Your Personal Information** (n)
- We will only use Your personal information in accordance with Our Privacy Notice <<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) all or part of Our rights and obligations under the Agreement to a third party (this may include the sale of 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) all or part of 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 Us and no person or party other than You or Us 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 invalid, the validity of the other provisions of the Agreement and the Terms and Conditions is held by any competent authority to be enforceable in whole or in part the Agreement or these Terms and Conditions in question will not be affected.
- 20.6 No failure or delay in performance of any rights under the Agreement shall mean that We or You have waived any rights under 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 any other 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 before We make Our contract with You (i.e. before We provide You with a Quotation and the Agreement has

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been signed) except in the context of the transaction. The Agreement or Quotation is not valid until it is signed by You before the Agreement is made. The information will, as part of the contract with You as

on is already apparent from the information itself either in the Quotation or in the Agreement. We will make it available to You before You accept the Quotation. All of that information, be part of the terms of Our

21.2 As required by the Regulations

21.2.1 all of the information

to Clause 21.1; and

21.2.2 any other information that we give to You about the Interior Decorating Service, including Our business which you take into account when you accept the Quotation and sign the Agreement, and any other decision about the Interior

give to You about the Interior Decorating Service, including Our business which you take into account when you accept the Quotation and sign the Agreement, and any other decision about the Interior

will be a part of the contract with You as a Consumer.

with You as a Consumer.

## 22. Law and Jurisdiction

22.1 These Terms and Conditions shall govern you and Us (whether or not you are a consumer) construed in accordance with the law of [England & Wales] [Scotland].

ent, and the relationship between you and Us (whether or not you are a consumer) shall be governed by, and shall be construed in accordance with the law of [England & Wales] [Northern Ireland]

22.2 As a consumer, you agree that the law in your country of residence does not reduce your rights under these Terms and Conditions.

mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or restricts those provisions.

22.3 Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions shall be referred to and determined by your country of residence.

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 & Wales] [Scotland, or Northern Ireland, as the case may be].

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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 interior decorating services to consumer clients and has reasonable skill, knowledge and experience in the field.
- (2) The Customer wishes to engage the Trader to provide the services specified below ("the Interior Decorating Services")
- (3) The Trader agrees to provide the Interior Decorating Services to the Customer, subject to the attached Terms and Conditions of the terms of this Agreement.

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between Us 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 charges for the Interior Decorating Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Interior Decorating Services including any applicable taxes or, if the price is to be calculated in advance, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance and the time by which (or within which) we will perform the Interior Decorating Services;
- 1.4.5 Our complaint handling procedure.

- 1.4.6 The duration of the Agreement shall be applicable, or if this Agreement is of indefinite duration, it shall be extended automatically, the conditions for extension shall be:
- 1.5 As required by the law (Information, Cancellation and Additional Charges)
- 1.5.1 all of the information provided in clause 1.4; and
- 1.5.2 any other information that We give to You about the Interior Decorating Services which You take into account when making any other decision about the Interior Decorating Services.
- will be part of the terms and conditions of the Agreement as a Consumer.
- 2. The Interior Decorating Services**
- 2.1 We will:
- 2.1.1 begin to provide the Interior Decorating Services on the Start Date of <<insert date>>;
- 2.1.2 aim to complete the Interior Decorating Services by the date <<insert date>>;
- 2.1.3 provide the Interior Decorating Services during the Agreed Times of <<insert times>> as You and We may agree in writing;
- 2.1.4 provide the Interior Decorating Services at the Property located at <<insert address>>;
- 2.1.5 perform the Interior Decorating Services in accordance with the specification <<insert specification>>.
- 2.2 The specification for the Interior Decorating Services is [as follows: <<insert full description of services>>] OR [attached].
- 2.3 The Products we provide are <<insert full description of products>> as follows: <<insert full description of products>> 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 <<insert sum>> for the Interior Decorating Services (subject to the Terms and Conditions). This sum may be broken down as follows:
- 3.1.1 <<insert a breakdown of the sum>>.
- 3.2 <<Insert full details of the sum>> as detailed in the Quotation>>.
- 4. Waiver of Cooling Off Period**
- 4.1 By signing this Agreement, You agree to commence provision of the Interior Decorating Services and not to wait for the 14 calendar day cooling off period provided in Article 13 of the Terms and Conditions to expire.

4.2 You acknowledge that you will pay Us for the Interior Decorating Services provided up until the point at which You inform Us of Your intention to cancel and Conditions.

4.3 You acknowledge that you have the right to cancel if the Interior Decorating Services are not completed within the 14 calendar day 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: \_\_\_\_\_

S

A

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P

L

E



MOD...DRM

To: <<trader to insert trader's name and email address>>

and, where available, fax number

I/We (delete as appropriate) hereby  
my/our (delete as appropriate) confirm

we (delete as appropriate) cancel  
ing services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

S

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E