

BACKGROUND:

These Terms and Conditions shall apply to the provision of floor fitting services by <<Insert name of Floor Fitter>> or <<Add name of Floor Fitter>> to customers that require their services.

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1. Definitions and Interpretation

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

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

<p>“Agreement”</p>	<p>comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer’s acceptance of the Quotation;</p>
<p>“Agreed Date”</p>	<p>the date on which the provision of the Services shall commence as agreed by the Parties [as set out in the Quotation];</p>
<p>“Agreed Times”</p>	<p>the times at which the Parties shall agree upon the provision of the Services. The Floor Fitter shall have access to the Job Site [as set out in the Quotation];</p>
<p>“Business Day”</p>	<p>any day other than Saturday or Sunday) on which the premises are open for their full range of services at the <<Insert location>>;</p>
<p>“Confidential Information”</p>	<p>information disclosed by either Party, information which is confidential or proprietary to the other Party pursuant to or otherwise subject to an Agreement (whether orally or in writing) in any medium, and whether or not the information is specifically stated to be confidential or otherwise subject to an Agreement;</p>
<p>“Customer”</p>	<p>any person or entity that requires the Services subject to these Terms and Conditions and the Agreement, being a person or entity that requires the Services for the purposes of a business, trade, profession, industry or occupation as defined by the Consumer Rights Act 2015;</p>
<p>“Final Fee”</p>	<p>any amount payable which shall be payable by the Customer in accordance with Clause 4 of these Terms and Conditions;</p>
<p>“Job”</p>	<p>the provision in full of all of the Services;</p>
<p>“Order”</p>	<p>the initial request to acquire the Services from the Floor Fitter as described in Clause 2 of these Terms and Conditions;</p>
<p>“Products”</p>	<p>the materials (including the flooring) required to complete the Job (which the Floor Fitter shall procure unless otherwise agreed);</p>

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“Property”	the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Job is to be performed;
“Quotation”	a quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	the floor fitting services provided by the Floor Fitter as detailed in Clause 5 of these Terms and Conditions;
“Visit”	any occasion, scheduled or otherwise, on which the Floor Fitter shall visit the Property to render the Services; and
“Work Area”	the part of the Property within which the Services are to be provided.

- 1.2 Unless otherwise stated, any reference in these Terms and Conditions to a singular noun shall include a reference to the plural of that noun.
- 1.2.1 Any reference in these Terms and Conditions to a similar expression, includes a reference to any reference made by electronic transmission or similar means;
- 1.2.2 Any reference in these Terms and Conditions to a provision of a statute is a reference to that statute or to that statute as amended or re-enacted at the relevant time;
- 1.2.3 Any reference in these Terms and Conditions to “these Conditions” is a reference to these Terms and Conditions and the Schedules as amended or supplemented at any time;
- 1.2.4 Any reference in these Terms and Conditions to “these Terms and Conditions” shall refer to these Terms and Conditions;
- 1.2.5 Any reference in these Terms and Conditions to a Clause (or the Schedules) or a paragraph of the relevant Clause (or the Schedules) shall refer to that Clause (or the Schedules) or that paragraph of the relevant Clause (or the Schedules);
- 1.2.6 Any reference in these Terms and Conditions to “the parties” shall refer to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be binding upon the interpretation of these Terms and Conditions.
- 1.4 Words used in the singular number shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

2. Orders

- 2.1 The Customer shall place orders for their Services through <<insert methods>> e.g. telephone, email, website, etc.

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2.2 When placing an Order, the Customer shall provide the following information: (a) the location and size of the Property, (b) the type of work is required, and the type(s) of flooring (e.g. wood, tile, stone, carpet, etc.). [The Floor Fitter shall provide prompts for all required information set out in the Agreement.]

2.3 Once the Order is accepted, the Floor Fitter shall, unless they do not wish to provide the Services required, prepare and submit a Quotation by email or first-class post which shall set out the terms, conditions, and price, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall accept the Order within the time specified in the Quotation or, where the Quotation is submitted by first-class post, within the time specified in writing at any time, but in any event within <<number of days>> days, after the date of submission of the Quotation.

2.5 Notwithstanding the acceptance of an Order or the Customer's payment of a Deposit, no binding agreement shall exist or be effective until the Deposit has been paid in full and the Agreement comes into existence.

2.6 Notwithstanding the acceptance of an Order or the Customer's payment of a Deposit, the Floor Fitter shall not be bound to commence the Services until the period of <<number of days>> days after the date of execution of this Agreement shall not be more than <<insert period e.g. 7 days>> thereafter the Floor Fitter shall be bound to commence the Services.

3. Deposit

3.1 At the time of acceptance of an Order, the Customer shall pay a Deposit to the Floor Fitter. The amount of the Deposit shall be <<insert amount>> of the Quoted Fee.

3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.

4. Fees and Payment

4.1 The Quoted Fee shall be payable for the Services and for the estimated Products and Materials. The Quoted Fee is further detailed in the Quotation.

4.2 The Floor Fitter shall endeavour to use only the Products and Materials specified in the Quotation and the Agreement; however, if additional Products and Materials are required, the Quoted Fee shall be adjusted to reflect the necessary minimum.

4.3 In the event that the costs of services to be procured by the Floor Fitter or the Floor Fitter increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Quoted Fee shall be adjusted to reflect the increase and of any difference between the Quoted Fee and the actual costs of the Services.

all set out, in detail, the Services required, the location and size of the Property, the type of work is required, and the type(s) of flooring (e.g. wood, tile, stone, carpet, etc.). [The Floor Fitter shall provide prompts for all required information set out in the Agreement.]

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to the Order and Quotation prior to acceptance of the Order but changes to a Quotation that a revised Quotation in which the terms, conditions, and price are different from the original Quotation. The Customer may accept the revised Quotation, by telephone, email or first-class post. The Floor Fitter may otherwise agree in writing at any time, but in any event within <<number of days>> days, after the date of submission of the Quotation.

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4.4 The Floor Fitter shall invoice the Customer for the Final Fee when the Floor Fitter has provided the Job is complete.

4.5 All invoices shall be provided within <<insert period e.g. 14 days>> of receipt by the Customer.

4.6 Any sums not paid following the expiry of the time period set out in section 4.5 shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.

5. **Services**

5.1 The Services shall be provided in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).

5.2 The Floor Fitter shall provide sketches, impressions, samples, plans or similar items for the Customer's approval. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to constitute a contract.

5.3 The Floor Fitter shall use reasonable endeavours to ensure that the flooring used on the Property is consistent with the choice of the Customer (whereof). Notwithstanding this and any samples on which the Customer has agreed, the Floor Fitter cannot guarantee the grain, finish or texture of the flooring; nor can the Floor Fitter guarantee the quality of the flooring throughout due to unavoidable variances which may occur during the process of the flooring.

5.4 The Floor Fitter shall ensure that the Services are rendered with reasonable care and attention to a professional standard which is commensurate with best trade practice.

5.5 The Floor Fitter shall ensure that they comply with any and all relevant codes of practice and standards.

5.6 The Floor Fitter shall ensure that all Products and other goods used in the Services are of a professional standard, in compliance with any relevant standards and are fit for use.

5.7 If any damage to the Property occurs during the course of the Job the Floor Fitter shall be liable to repair that damage prior to completing the Job.

5.8 [The Floor Fitter shall] ensure that they properly dispose of all waste that results from their Services.

5.9 Following completion of the Job the Customer shall have a period of <<insert period>> days in which to inspect the completed work and to notify the Floor Fitter of any defects. The Floor Fitter shall correct such defects at no additional cost to the Customer.

6. **Customer's Access**

6.1 If any other permissions are needed from any third parties, including planning authorities, local authorities or similar, it shall be the responsibility of the Customer to obtain the same in advance of the commencement of the Services.

6.2 The Customer shall ensure that the Floor Fitter can access the Property at the times specified in the Agreement for the Services.

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6.3 The Customer shall provide the Floor Fitter with a set of keys to the Property or be responsible for providing the Floor Fitter with a set of keys. The Floor Fitter shall be responsible for the safekeeping of the keys. The keys shall be kept safely and securely.

6.4 Unless otherwise agreed in writing, the Customer shall be responsible for removing any furniture or fixtures from the Property prior to the installation of new flooring by the Floor Fitter.

6.5 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings directed by the Floor Fitter for the duration of the Job unless otherwise agreed in writing.

6.6 If the Customer is unable to provide accurate measurements to the Floor Fitter the Floor Fitter shall not be responsible for any inaccuracies which may result. If a shortfall in measurements, the Floor Fitter shall charge accordingly. If there is an excess of flooring due to excess measurements the Floor Fitter shall not reimburse the Customer for such excess.

6.7 The Customer shall ensure that the Floor Fitter has access to electrical outlets and a supply of hot water.

6.8 The Customer must provide at least <<insert period e.g. 24 hours>> notice if the Job is cancelled on a particular day or a Visit is cancelled. If less than <<insert period e.g. 24 hours>> notice is given the Floor Fitter shall invoice the Customer at the Floor Fitter's normal rate.

7. Cancellation

7.1 The Customer may cancel the Job at any time before the Agreed Date. The Floor Fitter shall be responsible for the cancellation or rescheduling:

7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Floor Fitter shall issue a full refund of all sums paid, including the Deposit.

7.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date the Floor Fitter shall retain all sums paid, including the Deposit, and shall deduct all such sums from any related Job.

7.1.3 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Floor Fitter shall retain all sums paid, including the Deposit.

7.1.4 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Floor Fitter shall retain all sums paid, including the Deposit, and shall deduct all such sums from any related Job. All sums payable on the rescheduled Job shall be payable on the rescheduled date.

7.1.5 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date the Floor Fitter shall retain all sums paid and any sums payable shall be immediately payable. No refund shall be issued.

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7.1.6 ... schedules the Job less than <<e.g. 14 days>> before the Job. The Floor Fitter shall retain all sums paid and any interest shall become immediately payable. No refund shall be made. Any sums paid will count toward the fees and Deposit for the scheduled Job.

7.2 The Customer shall cancel the Job at any time before the Agreed Date and shall receive a refund of the Deposit.

8. **Liability, Inc**

8.1 The Floor Fitter shall ensure that they have in place at all times suitable and sufficient insurance to include public liability insurance.

8.2 The Floor Fitter shall be liable for any loss or damage caused as a result of their negligence under these Terms and Conditions or of the Agreement (the "Limit Sum").

8.3 The Floor Fitter shall not be liable for any loss or damage suffered by the Customer or any other person as a result of the Customer's failure to follow any instructions given by the Floor Fitter.

8.4 Nothing in these Terms and Conditions or in the Agreement shall limit or exclude liability for death or personal injury.

8.5 Subject to the Limit Sum, the Floor Fitter shall indemnify the Customer against any loss, damages, loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.

8.6 The Floor Fitter shall indemnify the Floor Fitter against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to follow any instructions given by the Floor Fitter or any other breach of these Terms and Conditions.

9. **Guarantee**

9.1 The Floor Fitter warrants that the product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> from the date of completion of the Job.

9.2 If any defects in the Services appear during the guarantee period, the Floor Fitter shall rectify any and all such defects free of charge to the Customer.

10. **Data Protec**

The Floor Fitter shall protect the Customer's personal data as set out in the Floor Fitter's <<insert name of document e.g. Privacy Notice>> available from <<insert location(s)>>.

11. **Confidentia**

11.1 Except as required by law, the Floor Fitter shall not disclose Confidential Information to any other party without the prior written consent of the other Party. This obligation shall survive the termination of the Agreement and [insert period in years] after its termination:

11.1.1 Confidential Information;

11.1.2 Confidential Information to any other party;

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11.1.3 not use any information for any purpose other than as contemplated in the terms of the Agreement;

11.1.4 not make any disclosure in any way or part with possession of any Confidential Information;

11.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or other persons, which, if done by that Party, would be a breach of any of the Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any officer or director of that Party;

11.2.1.2 any authority or regulatory body; or

11.2.1.3 any other person of that Party or of any of the entities or bodies;

to such extent as is necessary for the purposes contemplated by the Agreement (including the provision of the Services), or to inform the relevant authority (such body or person) of such body or person) for the purposes of such body or person) in question. Such undertaking should be a condition of any disclosure in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of the Agreement, or has become, or is likely to become, public knowledge through no fault of that Party, or if it is already in public use or disclosure, that Party must not disclose such Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding anything to the contrary in any other part of the Agreement for any reason.

12. Force Majeure

12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond their reasonable control ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, industrial action, civil unrest, pandemics, earthquakes, acts of terrorism, wars, or any other similar or dissimilar event that is beyond the control of the Party in question.

12.2 [In the event that a Party cannot perform their obligations thereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the end of such period. In the event of such termination, the Parties shall agree to make reasonable payment for all Services completed up to the date of termination, such payment shall take into account any prior contractual obligations and shall be made into in reliance on the performance of the Agreement.]

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13. **Termination**

- 13.1 Either Party may terminate the Agreement by giving written notice to the other Party.
- 13.1.1 The Party may terminate the Agreement if that other Party by that other Party under any of the provisions of the Agreement is not paid within <<insert period>> after the due date for payment;
- 13.1.2 The Party may terminate the Agreement if that other Party commits any other breach of any of the provisions of the Agreement the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice in writing of the particulars of the breach and requiring it to be remedied;
- 13.1.3 The Party may terminate the Agreement if that other Party loses possession, or where that other Party is a trustee or liquidator, is appointed, of any of the property or assets of the Party;
- 13.1.4 The Party may terminate the Agreement if that other Party enters into any voluntary arrangement with its creditors or becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- 13.1.5 The Party may terminate the Agreement if that other Party, being an individual or firm, has a bankruptcy order made against it, or being a company, goes into liquidation (except for a liquidation in order to provide amalgamation or re-construction and in such a case the company resulting therefrom effectively agrees to be bound by the obligations imposed on that other Party under the Agreement);
- 13.1.6 The Party may terminate the Agreement if that other Party, in respect of any of the foregoing under the law of any jurisdiction applicable in relation to that other Party;
- 13.1.7 The Party may terminate the Agreement if that other Party ceases, or threatens to cease, to carry on business; or
- 13.1.8 The Party may terminate the Agreement if that other Party is acquired by any person or connected person or is placed under the control of that other Party on the date of the Agreement for the purposes of this Clause 13, "control" and "connected person" shall have the meanings ascribed thereto by sections 116 and 117(2) respectively of the Corporation Tax Act 2010.
- 13.2 For the purposes of clause 13.1.2, a breach shall be considered capable of remedy if the Party which can comply with the provision in question in all respects.
- 13.3 Where the Party terminates the Agreement under sub-Clause 13.1, the Party shall be entitled to receive from it shall be refunded it in full, and it shall be entitled to receive the amount(s) payable under the Agreement.
- 13.4 The termination of the Agreement shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of the Agreement.

14. **Effects of Termination**

- Upon the termination of the Agreement for any reason:
- 14.1 any sums payable by the Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 all Claims, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain In full force and effect;



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14.3 termination shall not be affected by the termination of the Agreement, which the terminating Party may have in respect of the date of termination.

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

14.4 subject as provided in Clause 14.3, the Parties shall retain their respective rights neither Party shall be deemed to be a waiver of any subsequent breach of the same or any other provision of the Agreement.

except in respect of any accrued rights or obligations of either Party or obligation to the other; and

14.5 each Party shall (either before or after the Agreement ceases to be used, either in whole or in part) shall immediately release and control which contains or discloses Confidential Information.

referred to in Clause 11) immediately release and control which contains or discloses any Confidential Information, and any documents in its possession or control which contain or disclose Confidential Information.

15. No Waiver

No failure or delay by either Party in exercising its rights under the Agreement shall be deemed to be a waiver of any provision of the Agreement or any breach of the same or any other provision of the Agreement.

of its rights under the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision of the Agreement.

16. Further Assurance

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

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17. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation and carrying into effect of the Agreement.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation and carrying into effect of the Agreement.

18. Set-Off

Neither Party shall be entitled to set-off or sums received in respect of the Agreement at any time.

in any manner from payments due under the Agreement or any other contract.

19. Assignment and Sub-Contracting

19.1 [Subject to sub-Clause 19.2, the obligations of the Parties under the Agreement shall be personal to the Parties. Neither Party shall assign, sub-contract, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations thereunder, or sub-contract any of its obligations thereunder without the consent of the other Party, such consent not to be unreasonably withheld.

19.1 [Subject to sub-Clause 19.2, the obligations of the Parties under the Agreement shall be personal to the Parties. Neither Party shall assign, sub-contract, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations thereunder, or sub-contract any of its obligations thereunder without the consent of the other Party, such consent not to be unreasonably withheld.

19.2 [The Floor Fitter shall not assign, sub-contract, charge or otherwise delegate any of its obligations under the Agreement to or through suitably qualified and experienced member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Floor Fitter.

19.2 [The Floor Fitter shall not assign, sub-contract, charge or otherwise delegate any of its obligations under the Agreement to or through suitably qualified and experienced member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Floor Fitter.

20. Time

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

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OR

[The Parties agree that the time periods specified in the Agreement are for guidance only.]

[The Parties agree that the time periods specified in the Agreement are for guidance only.]

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21. **Relationship**

Nothing in th
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stitute or be deemed to constitute a partnership,
y relationship between the Parties other than the
provided for in the Agreement.

22. **Third Party**

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f Third Parties) Act 1999 shall not apply to the

23. **Notices**

23.1 All no
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a duly authorised officer of the Party giving the

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normal business hours of the recipient; or

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addressed to the most recent address or e-mail
Party.

24. **Entire Agree**

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and may not be modified except by an instrument
authorised representatives of the Parties.

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that, in entering into the Agreement, it does not
warranty or other provision except as expressly
and all conditions, warranties or other terms
law are excluded to the fullest extent permitted

25. **Counterpar**

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in any number of counterparts and by the Parties
of which when so executed and delivered shall be
counterparts together shall constitute one and the
all be effective until each Party has executed at

26. **Severance**

In the event
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the provisions of the Agreement and/or of these
unlawful, invalid or otherwise unenforceable, that
severed from the remainder of the Agreement

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and/or these Terms and Conditions shall apply to the Parties.

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27. Dispute Resolution

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind the Parties.

27.2 [If negotiations under this Clause do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution process.]

If negotiations under this Clause do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution process.]

27.3 [If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

If the ADR procedure does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the seat of arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the appointment of an arbitrator and for any decision on rules that may be required for the arbitration.

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27.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

27.6 The decision and award of the arbitrator under this Clause 27 shall [not be subject to appeal.]

The decision and award of the arbitrator under this Clause 27 shall be final and binding on both Parties.

28. Law and Jurisdiction

28.1 The Agreement and all contractual matters arising hereunder shall be governed by the law of England and Wales.

The Agreement and all contractual matters arising hereunder shall be governed by the law of England and Wales.

28.2 Subject to the provisions of the Agreement or claim between the Parties arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising herefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

Subject to the provisions of the Agreement or claim between the Parties arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising herefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of <<Country of Registration>> under number <<Registration Number>> whose registered office is at] OR [of] <<insert <<insert Address>> and
- (2) <<Name of <<Country of Registration>> under number <<Registration Number>> whose registered office is at] OR [of] <<insert Address>>

WHEREAS:

- (1) The Floor Fitter providing services and hereby agrees to provide those services, as set out in the Quotation (the "Services") in accordance with, and subject to, the Terms and Conditions and this Agreement.
- (2) The Customer agrees to accept the Floor Fitter's services in accordance with, and subject to, the Terms and Conditions and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any agreement, whether written or oral, made between the Floor Fitter and the Customer in connection with the Services shall be deemed to be superseded by the Terms and Conditions or the Quotation and the Services Agreement, "the Agreement", "the Terms and Conditions" or the Quotation shall be deemed to constitute a contract for the provision of the Services between the Floor Fitter and the Customer.
- 1.2 By executing this Agreement on <<insert date>>, the Parties hereby agree to be bound by the Terms and Conditions, the Quotation and the Services Agreement.
- 1.3 This Agreement shall come into effect upon its execution by both Parties and payment of the agreed sum.

2. The Service

The Services shall be provided during the period commencing on the Agreed Date of <<insert date>> and shall be provided at the times of <<insert times>> at the Property located at <<insert address>>

Specification / Description	Relevant Dates / Times

3. Fees and Payment

<<Insert full details of the sums due as detailed in the Quotation>>

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4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

4.1 Both Parties by electronic signature (whatever form the electronic signature takes);

4.2 Both Parties by manuscript signature; or

4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party agrees that an electronic signature will be as conclusive of a Party's intention as if signed by that Party by means of their manuscript signature.

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

SIGNED by
<<Name and Title of Party>> (Floor Fitter)>>
for and on behalf of

In the presence of
<<Name & Address of Witness>>

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

In the presence of
<<Name & Address of Witness>>