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**BACKGROUND:**

These Terms and Conditions are provided to apply to the provision of glazing services by <<Insert Company or <<Insert Name of Trader>> to customers who require glazing services to be provided at <<Insert Location>>. You should read them carefully and ensure that you understand and agree to them before you sign them. If you have any questions, please contact us.

These Terms and Conditions apply to the provision of glazing services by <<Insert Company or <<Insert Name of Trader>> to customers who require glazing services to be provided at <<Insert Location>>. You should read them carefully and ensure that you understand and agree to them before you sign them. If you have any questions, please contact us.

These Terms and Conditions apply to the provision of glazing services by <<Insert Company or <<Insert Name of Trader>> to customers who require glazing services to be provided at <<Insert Location>>. You should read them carefully and ensure that you understand and agree to them before you sign them. If you have any questions, please contact us.

These Terms and Conditions apply to the provision of glazing services by <<Insert Company or <<Insert Name of Trader>> to customers who require glazing services to be provided at <<Insert Location>>. You should read them carefully and ensure that you understand and agree to them before you sign them. If you have any questions, please contact us.

**1. Definitions and Interpretation**

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

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

**“Agreed Times”**

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

**“Agreement”**

to which You and We will enter into an Agreement. The Agreement will be subject to, these Terms and Conditions. A hard form of Agreement is attached to these Terms and Conditions.

**“Business”**

trade, craft, or profession carried out by an individual person or organisation;

**“Consumer”**

as defined by the Consumer Rights Act 2015. A consumer is a person who enters into these Terms and Conditions as a customer of the Trader who purchases for their personal use and for purposes wholly outside the purposes of any trade, business, profession, or other activity.

**“Deposit”**

may be required to pay in advance of the start of the Agreement; see Clause 5;

**“Final Fee”**

sums You must pay, which will be payable in accordance with Clause 5;

**“Glazing Services”**

services We will provide as specified in the Agreement;

**“Glazier”**

employee who will be responsible for the provision of the Glazing Services;

**“Job”**

performance of the Glazing Services;

**“Model Cancellation Form”**

cancellation form attached as Appendix 1;

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“Order”

“Products”

“Property”

“Quotation”

“Quoted Fee”

“Start Date”

“Visit”

“We/Us/Our”

“You/Your”

- 1.2 Each reference in an expression, including a message,] fax, or other
- 1.3 Each reference to a statute or provision
- 1.4 Each reference to “Terms and Conditions.”
- 1.5 Each reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions do not affect their meaning.
- 1.7 Words signifying the plural include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons include individuals, partnerships, corporations.

**2. Information about Us**

- 2.1 We are a <<insert name of trader, partnership, LLP, private limited company etc>>.
- 2.2 [We trade under the name <<insert trading name if different from company name>>].]

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request for Us to provide the Glazing Clause 4;

required for the provision of the [insert name of product] We will supply (if any) as set out in the Quotation;

as detailed in the Order and the location where 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 Quoted Fee in the Quotation which may differ from the actual work undertaken as set out in the Quotation;

the Start Date and We agree on for Us to start providing the services as specified in the Quotation;

the location scheduled or otherwise, on which the Job is to be carried out on the property to provide the Glazing;

“We/Us/Our” includes all employees, agents, subcontractors, and the Trader; and

“You/Your” means You is a customer of the Trader.

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

Reference to a statute is a reference to that statute in force at the relevant time.

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

Reference to a schedule to these Terms and Conditions.

References to “Terms and Conditions” are for convenience only and do not affect their meaning.

References to any gender include the plural and vice versa.

References to any gender include the other gender.

References to persons, unless the context otherwise requires, include individuals, partnerships, corporations.

“We/Us/Our” means We is a trader, partnership, LLP, private limited company etc.

“You/Your” means You is a customer of the Trader.

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- 2.3 [We are registered under number <<Company Registration Number>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> or if no registered office is <<insert address>>.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are registered with the <<insert name of authorised self-certification scheme>>. We will ensure that <<insert name of scheme>> use are also registered in this way.]
- 2.8 [We are regulated by <<insert name of regulator(s)>>.]
- 2.9 [We are a member of <<insert name of association(s) etc.>>.]
- 2.10 [<<Insert further information>>.]

**3. Communication and Complaints**

- 3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>> 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 <<insert email address>> or <<insert postal address>>.
- 3.2.1 contact Us by <<insert email address>>; or
- 3.2.2 contact Us by <<insert postal address>>.

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**4. Orders**

- 4.1 We accept orders for Glazing Services by <<insert methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order for Glazing Services, You must provide, in detail, the Glazing Services required. Details required include: the location of the Property, the number and type of rooms in which the Glazing Services are required, the type(s) of glazing (e.g. double glazing, stained glass etc.), and any other details. You with an order form containing such details will be set out in the Agreement.]
- 4.3 Once the Order is accepted, We will prepare a Quotation and send it to You either by <<insert method>> or by post. The Quotation will set out the required Deposit (if any) and the terms of the Agreement (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 only if you notify us of the Quotation before accepting it.
- 4.6 You may accept a Quotation by <<insert method>> or by post, by dating a copy of it and returning it to Us within <<insert number of business days>> after the date We issue the Quotation.
- 4.7 When (but not before) the Quotation is accepted, signed and dated, and You have paid the required Deposit, a binding contract between You and Us will be created for the Glazing Services and for You to pay for them. We will then issue the Agreement and complete any blanks in the Agreement in accordance with the Quotation.

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4.8 If you wish to change the Quotation, please contact Us and We will tell you if the change can be accommodated, along with any charges that may be payable as a result. If we cannot accommodate the change, the fees or other matters are not acceptable to you, you shall remain in compliance with Clause 13 and/or 14.

When you accept the Quotation, please contact Us and We will tell you if the change can be accommodated, along with any charges that may be payable as a result. If we cannot accommodate the change, the fees or other matters are not acceptable to you, you shall remain in compliance with Clause 13 and/or 14.

**5. Deposit**

5.1 At the time of acceptance of the Quotation, you shall pay Us more than <<insert period e.g. 7 calendar days>> the Quoted Fee for the Products required in the Quotation. A Deposit will be <<insert percentage>> of the Quoted Fee. We will not confirm an Order until we receive the Deposit in full.

At the time of acceptance of the Quotation, you shall pay Us more than <<insert period e.g. 7 calendar days>> the Quoted Fee for the Products required in the Quotation. A Deposit will be <<insert percentage>> of the Quoted Fee. We will not confirm an Order until we receive the Deposit in full.

5.2 If you cancel the Quotation, We may retain some or all of the Deposit as set out in Clause 13.

If you cancel the Quotation, We may retain some or all of the Deposit as set out in Clause 13.

**6. Fees and Payment**

6.1 The Quoted Fee will cover the cost of the Glazing Services and for the estimated Products.

The Quoted Fee will cover the cost of the Glazing Services and for the estimated Products.

6.2 We will, where reasonable, supply the Products (and quantities of Products) set out in the Quotation. If additional Products are required, we will keep any increases in the Quoted Fee, and will not provide a Final Fee to reflect this. We will keep You informed at all times, and will not provide a Final Fee to reflect this.

We will, where reasonable, supply the Products (and quantities of Products) set out in the Quotation. If additional Products are required, we will keep any increases in the Quoted Fee, and will not provide a Final Fee to reflect this. We will keep You informed at all times, and will not provide a Final Fee to reflect this.

6.3 If the price of Products increases during the period between Your acceptance of the Quotation and the Date, We will inform You of the increase and of any additional charges. If You do not wish to accept the increase, You shall be entitled to a full refund of all sums paid including, where applicable, the Deposit.

If the price of Products increases during the period between Your acceptance of the Quotation and the Date, We will inform You of the increase and of any additional charges. If You do not wish to accept the increase, You shall be entitled to a full refund of all sums paid including, where applicable, the Deposit.

6.4 The Quoted Fee applies exclusive of VAT. If the rate of VAT changes, We will advise You of the changes, and You shall pay the VAT that You must pay.

The Quoted Fee applies exclusive of VAT. If the rate of VAT changes, We will advise You of the changes, and You shall pay the VAT that You must pay.

6.5 We will invoice You for the Products completed.

We will invoice You for the Products completed.

6.6 You must pay any invoice within the period e.g. 30 calendar days>> of receiving it.

You must pay any invoice within the period e.g. 30 calendar days>> of receiving it.

6.7 We accept the following methods of payment:

We accept the following methods of payment:

6.7.1 <<insert method of payment>>;

<<insert method of payment>>;

6.7.2 <<insert method of payment>>;

<<insert method of payment>>;

6.7.3 <<insert method of payment>>;

<<insert method of payment>>;

6.7.4 <<insert other method of payment>>.

<<insert other method of payment>>.

6.8 If You do not pay any invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the 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 or not an invoice has been issued.

If You do not pay any invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the 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 or not an invoice has been issued.

6.9 If You have promptly paid any invoice in good faith, We will not charge interest on the invoice when it is not being paid.

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**7. Glazing Services**

- 7.1 We will provide the work set out in the accepted agreement between us.
- 7.2 [We may provide sketches, or similar documents in advance of the Job. Any such documents are for illustrative purposes only and is not intended to provide a specification of the Job nor to guarantee specific results.]
- 7.3 We will use reasonable care to ensure that the Products We use match those chosen by You. The Products We use, are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the Products We use between different batches. There may be slight variations to the Products We use between different batches. There may be slight variations to the Products We use between different batches. There may be slight variations to the Products We use between different batches. There may be slight variations to the Products We use between different batches.
- 7.4 We will ensure that the work is performed with reasonable care and skill and to a standard which is consistent with best trade practice.
- 7.5 We will ensure that the work complies with any relevant codes of practice that may apply from time to time.
- 7.6 We will properly display the work results from Our provision of the Glazing Services.
- 7.7 The Glazier shall, where necessary, provide temporary glazing and / or boarding for the Property. We shall ensure that such temporary glazing or boarding protects the Property from the elements. The Glazier shall also advise You of any risks and all security risks that such temporary materials may pose.
- 7.8 Where a Job is to be carried out on a working day, the Glazier will, where reasonably possible, ensure that the work is carried out in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in the areas where work is being carried out and will remove them from the Property at the end of each working day.

accordance with the specification set out in the accepted agreement (as may be amended by us from time to time).

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**8. Faulty Products**

- 8.1 If any Products are found to be faulty within the first 30 days of Us providing the Glazing Services, and You have notified Us in writing of the Product or Products found to be faulty, We will, at Your option, refund the sum paid for the Product or Products found to be faulty, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products. You should inform Us using the contact details set out in clause 13.
- 8.2 Within the first 30 days of Us providing the Glazing Services, if You are entitled, at Your option, to a full refund, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products.
- 8.3 After the first 30 days of Us providing the Glazing Services, if You are entitled, at Your option, to a full refund, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products.

se of Us providing the Glazing Services, and You have notified Us in writing of the Product or Products found to be faulty, We will, at Your option, refund the sum paid for the Product or Products found to be faulty, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products. You should inform Us using the contact details set out in clause 13.

entitled, at Your option, to a full refund, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products.

the first six months, We will, at Your option, refund the sum paid for the Product or Products found to be faulty, to keep the Product or Products, or to replace the Product or Products with a new Product or Products of the same description, or to repair the Product or Products.

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option, repair or replacement is not practicable or if a repair or replacement is unsuccessful, You are entitled to a partial refund of the price paid for the Product(s) at a reduced price. This refund will be calculated as if the Product(s) had been caused deliberately by Us, or as a result of Your failure to follow instructions given with the Product.

products or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful, You may keep the Product(s) at a reduced price. This refund will be calculated as if the defect had been caused deliberately by Us, or as a result of Your failure to follow instructions given with the Product.

8.4 After the first six months of the Product in question, if a fault develops, You must prove that the fault developed during the time We supplied it and You took reasonable steps to get it repaired or replaced, or to a partial refund, depending on the nature of the Product and how long it can reasonably be expected to last.

develops a fault, You must prove that the fault developed during the time We supplied it and You took reasonable steps to get it repaired or replaced, or to a partial refund, depending on the nature of the Product and how long it can reasonably be expected to last.

**9. Problems with Our Services**

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9.1 If there is a problem with the Glazing Services We have provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the service free of charge.

glazing Services, i.e. they have not been provided with reasonable skill, You are entitled to ask Us to repeat or fix the service free of charge if this is not possible.

9.2 We always use reasonable endeavours to ensure that Our provision of the Glazing Services is trouble-free. If there is a problem with the Glazing Services We require, We will use reasonable endeavours to resolve the problem as quickly as is reasonably practicable.

We always use reasonable endeavours to ensure that Our provision of the Glazing Services is trouble-free. If there is a problem with the Glazing Services We require, We will use reasonable endeavours to resolve the problem as quickly as is reasonably practicable.

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

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

9.4 As a consumer, You have certain rights with respect to the purchase of goods or services. We encourage You to exercise these rights, including by contacting the Citizens Advice Bureau or Trading Standards for advice.

As a consumer, You have certain rights with respect to the purchase of goods or services. We encourage You to exercise these rights, including by contacting the Citizens Advice Bureau or Trading Standards for advice.

9.5 If We do not perform the Glazing Services within a reasonable time, You have the right to request a reduction in price.

If We do not perform the Glazing Services with reasonable skill and care, You have the right to request a reduction in price or, if that is not possible or done within a reasonable time, to request a refund to You, You have the right to a reduction in price.

9.6 If the Glazing Services We have provided about the Product(s) do not match the information provided about them, or if that is not done within a reasonable time without incurring information about Us that is not in our control (Glazing Services), You have the right to a reduction in price.

If the Glazing Services We have provided do not match the information provided about them, or if that is not done within a reasonable time without incurring information about Us that is not in our control (Glazing Services), You have the right to request repeat performance or, if that is not possible or done within a reasonable time, to request a refund to You.

9.7 If for any reason We do not repeat the Glazing Services in accordance with Your request, We will not charge You for the same and will repeat the service free of charge. In cases where a repeat of the service is not possible, a partial refund up to the full fees payable for the Glazing Services may result in a full refund. This refund will be issued without undue delay (and in any event within 14 days) of the date on which We agree that the refund is due. You are entitled to request the refund via the same payment method originally used by You or an alternative method.

If for any reason We do not repeat the Glazing Services in accordance with Your request, We will not charge You for the same and will repeat the service free of charge. In cases where a repeat of the service is not possible, a partial refund up to the full fees payable for the Glazing Services may result in a full refund. This refund will be issued without undue delay (and in any event within 14 days) of the date on which We agree that the refund is due. You are entitled to request the refund via the same payment method originally used by You or an alternative method.

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**10. Your Obligations**

- 10.1 If any consents, licences or permissions are needed from any third parties such as landlords or owners before We begin to work on the Property, You must obtain them before We begin to work on the Property.
- 10.2 We may ask you to remove any furniture, fixtures and fittings in the Property before We begin to work on the Property. If You do not do so, We and We specifically agree to remove them at our expense.
- 10.3 You will ensure that you have access to the Property at the Agreed Times to provide the Glazing Services.
- 10.4 You may either give access to the Property or be present at the Agreed Times to provide the Glazing Services. We promise that all keys will be kept safely and securely. In some cases, the nature of the work will always require you to be present at the Property.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Glazing Services, failing to comply with any other provision in this Clause, and unless You have a good reason for this, We may charge You an invoice for any loss or damage suffered as a result.
- 10.6 You must ensure that there is a supply of hot and cold running water to electrical outlets and a supply of electricity to the Property.

consents are needed from any third parties such as landlords or owners before We begin to work on the Property. You must obtain them before We begin to work on the Property.

We may ask you to remove any furniture, fixtures and fittings in the Property before We begin to work on the Property. If You do not do so, We and We specifically agree to remove them at our expense.

You will ensure that you have access to the Property at the Agreed Times to provide the Glazing Services.

You may either give access to the Property or be present at the Agreed Times to provide the Glazing Services. We promise that all keys will be kept safely and securely. In some cases, the nature of the work will always require you to be present at the Property.

If You do not provide access to the Property or make it impossible for Us to provide the Glazing Services, failing to comply with any other provision in this Clause, and unless You have a good reason for this, We may charge You an invoice for any loss or damage suffered as a result.

You must ensure that there is a supply of hot and cold running water to electrical outlets and a supply of electricity to the Property.

**11. Complaints and Feedback**

- 11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like 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 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>]
  - 11.3.3 [Using Our complaints form;]
  - 11.3.4 [By telephone, to the following number: <insert number>]

customers and, while We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.

All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website.

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>]
- 11.3.3 [Using Our complaints form;]
- 11.3.4 [By telephone, to the following number: <insert number>]

**12. Changing the Start Date**

- 12.1 If You ask Us to change the Start Date, We will, where possible, 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, You may either:

If You ask Us to change the Start Date, We will, where possible, 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).

If We ask You to change the Start Date, You may either:

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- 12.2.1 agree a revision to the Terms and Conditions (see clause 15).
- 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 a place other than our 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 on which the Products are delivered. If the Products are delivered in person, the 14 calendar day period begins on the day that you receive the Products and
  - 13.1.2 in relation to the delivery of Products, at the end of 14 calendar days after the date on which the Products are delivered.
- 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 or the Model Cancellation Form, but You do not have to).
  - 13.3 To meet the cancellation requirements, the communication corresponding to the cancellation period must be sufficient for You to send Your request for cancellation 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 respect of the Deposit, where applicable.
  - 13.5 We will refund money in the same method used to make the payment, unless You have exercised the right to cancel before the end of the cooling off period. 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 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, You must return the Products to Products:
    - 13.7.1 We will issue a refund of the Deposit (less any event notice fee) within 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 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 other goods, they 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 Products to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process. By making this request, You acknowledge and agree to the following:

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13.8.1 If the Job is cancelled, You will lose the Deposit;

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

13.8.2 If You cancel the Job after the provision of the Glazing Services has begun, You will pay for the Glazing Services and any Products that We have supplied up until the point at which You inform Us of Your cancellation;

13.8.2 If You cancel the Job after the provision of the Glazing Services has begun, You will pay for the Glazing Services and any Products that We have supplied up until the point at which You inform Us of Your cancellation;

13.8.3 The amount of the Deposit shall be in proportion to the full price of the Glazing Services already provided. Any sums that You have paid for the Glazing Services will be refunded, subject to the following conditions:

13.8.3 The amount of the Deposit shall be in proportion to the full price of the Glazing Services already provided. Any sums that You have paid for the Glazing Services will be refunded, subject to the following conditions:

13.8.4 We will process Your refund within the insert normal refund period>> and in any event within 14 calendar days after You inform Us of Your wish to cancel;

13.8.4 We will process Your refund within the 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 Deposit after the 14 calendar day cooling off period has expired;

13.9 Clause 14 applies to the Deposit after the 14 calendar day cooling off period has expired;

**14. Cancellation Outside of the Cooling Off Period**

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14.1 In addition to Your right to cancel the Agreement during the cooling off period, the following applies to the Agreement after the cooling off period and before the Start Date:

14.1 In addition to Your right to cancel the Agreement during the cooling off period, the following applies to the Agreement after the cooling off period and before the Start Date:

14.1.1 If You cancel the Agreement after the 14 calendar day cooling off period has expired (or any longer period specified in the Agreement) and more than <<e.g. 7 calendar days>> before the Start Date, We will refund the Deposit, if applicable, and any other sums paid to Us, as far as is reasonably possible, and in any event within 14 calendar days of cancellation.

14.1.1 If You cancel the Agreement after the 14 calendar day cooling off period has expired (or any longer period specified in the Agreement) and more than <<e.g. 7 calendar days>> before the Start Date, We will refund the Deposit, if applicable, and any other sums paid to Us, as far as is reasonably possible, and in any event within 14 calendar days of cancellation.

14.1.2 If You cancel the Agreement after the 14 calendar day cooling off period has expired (or any longer period specified in the Agreement) and less than <<e.g. 7 calendar days>> before the Start Date, We will retain from the Deposit, if applicable, an amount representing our 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. In any event within 14 calendar days of cancellation, if our financial loss is more than the amount of the Deposit that 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.

14.1.2 If You cancel the Agreement after the 14 calendar day cooling off period has expired (or any longer period specified in the Agreement) and less than <<e.g. 7 calendar days>> before the Start Date, We will retain from the Deposit, if applicable, an amount representing our 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. In any event within 14 calendar days of cancellation, if our financial loss is more than the amount of the Deposit that 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 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 sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

14.2 We may need to terminate the Agreement 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 sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

**15. Termination**

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15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

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 the insert normal refund period>> of You asking Us in writing to do so;

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

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15.1.2 We enter into an agreement with 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 the Glazing Services due to an event outside of Our control

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

15.2.1 You fail to make payments as required under Clause 6 (this does not affect Our right to claim 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 agree a revised Start Date under Clause 12;

15.2.4 You do not permit Us to enter the Property or otherwise make it impossible for Us to provide the Glazing Services, and We have been obliged to provide You to re-arrange the Glazing Services under Clause 12;

15.2.5 We have been obliged to provide the Glazing Services for more than <<insert period>> as a result of an event outside of Our control (see Clause 17).

15.3 For the purposes of this Agreement, 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 a breach is material, no regard will be had 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 payments to Us (including, but not limited to, the Deposit, when applicable) in respect of the Glazing Services We have not yet provided, then We will refund to You as soon as is reasonably practicable, and in any event within 14 calendar days of the termination of the Agreement, the amount of such a refund (or charge You) less any sums due to Us and any costs We will incur as a result of the termination of the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2 or 15.2.4;

15.4.2 We have provided the Glazing Services to You that You have not yet paid for, the amount of such a refund due to You or, if no refund is due, the amount of any sums due to Us and You will be required to pay such sums and You will be required to pay any sums due to Us under Clause 6.

**16. Effects of Termination**

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

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

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16.1.2 Termination  
remedy which  
the Agreement

ce any right to damages or other  
y have in respect of any breach of  
re the date of termination.

**17. Events Outside of Our Control**

17.1 We will not be liable  
under these Terms  
cause that is beyond  
not limited to: power  
or other industrial  
explosion, flood,  
(threatened or actual  
preparations for war  
that is beyond Our control

lay in performing Our obligations  
e failure or delay results from any  
ol. Such causes include, but are  
provider failure, strikes, lock-outs  
riots and other civil unrest, fire,  
subsidence, acts of terrorism  
undeclared, threatened, actual or  
atural disaster, or any other event

17.2 If any event described  
affect Our performance  
Conditions:

7 occurs that is likely to adversely  
igations under these Terms and

17.2.1 We will inform

sonably possible;

17.2.2 Our obligations  
limits that We

it will be suspended and any time  
tended accordingly;

17.2.3 We will inform  
provide details  
Services as

outside of Our control is over and  
times or availability of Glazing

17.2.4 You or We may

ment (see Clause 15).

**18. Liability**

18.1 We will be responsible  
suffer as a result of  
of Our negligence  
consequence of the  
Us when the Agreement  
loss or damage that

e loss or damage that You may  
rms and Conditions or as a result  
foreseeable if it is an obvious  
r if it is contemplated by You and  
We will not be responsible for any

18.2 We will maintain  
insurance.

urance including public liability

18.3 We provide Glazing  
make no warranty  
commercial, business  
to You for any loss  
any loss of business

c and private purposes only. We  
the Glazing Services are fit for  
s of any kind. We will not be liable  
ss, interruption to business or for

18.4 If We cause any damage  
no additional cost to  
damage in or to You  
Glazing Services.

We will make good that damage at  
nsible for any pre-existing faults or  
may discover while providing the

18.5 We are not liable for  
failure to follow any

You suffer which results from Your  
given by Us or the Glazier.

18.6 Nothing in these Terms  
Our liability for death

ntended to or will limit or exclude  
sed by Our negligence or for fraud

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or fraudulent misrep  
18.7 Nothing in these Te  
rights as a Consum  
details of Your lega  
Trading Standards C

ntended to or will limit Your legal  
r protection legislation. For more  
our local Citizens Advice Bureau or

**19. How We Use Your Personal Information**

We will only use Your pers  
Privacy Notice>> available

n)  
Our <<insert document name, e.g.  
>>.

**20. Other Important Terms**

20.1 We may from time  
You notice, but We  
as is reasonably po

Terms and Conditions without giving  
endeavours to inform You as soon  
es.

20.2 We may transfer (a  
third party (this ma  
occurs We will inform  
be affected and Our  
third party who will r

d rights under the Agreement to a  
if We sell Our business). If this  
rights under the Agreement will not  
Agreement will be transferred to the

20.3 You may not tra  
Agreement without  
unreasonably with

bligations and rights under the  
mission (such permission not to be

20.4 The Agreement is b  
person or third part  
enforce any provisio

s not intended to benefit any other  
n person or party will be entitled to

20.5 If any provision of  
any competent auth  
validity of the oth  
Conditions and the

Terms and Conditions is held by  
enforceable in whole or in part the  
Agreement or these Terms and  
n in question will not be affected.

20.6 No failure or delay  
means that We or Y  
breach of any prov  
any subsequent bre

g any rights under the Agreement  
t, and no waiver by Us or You of a  
means that We or You will waive  
other provision.

**21. Regulations and Information**

21.1 We are required by  
Additional Charges  
given or made avail  
with You (i.e. before  
been signed) exce  
context of the trans  
Agreement or Quot  
before the Agreem  
information will, as  
contract with You as

cts (Information, Cancellation and  
ensure that certain information is  
mer before We make Our contract  
Quotation and the Agreement has  
on is already apparent from the  
d the information itself either in the  
We will make it available to You  
accept the Quotation. All of that  
ions, be part of the terms of Our

21.2 As required by the F  
21.2.1 all of the info

o-Clause 21.1; and

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21.2.2 any other i  
Services, or  
when decid  
when makin  
will be a part of the

give to You about the Glazing  
less which you take into account  
tion and sign the Agreement, or  
ut the Glazing Services,  
h You as a Consumer.

**22. Law and Jurisdiction**

- 22.1 These Terms and  
you and Us (whet  
construed in accord  
[Scotland].
- 22.2 As a consumer, yo  
your country of res  
reduces your rights
- 22.3 Any dispute, contro  
to these Terms and  
you and Us (whet  
jurisdiction of the c  
determined by your

ent, and the relationship between  
wise) shall be governed by, and  
England & Wales] [Northern Ireland]

andatory provisions of the law in  
Clause 22.1 above takes away or  
those provisions.

aim between you and Us relating  
ment, or the relationship between  
erwise) shall be subject to the  
Scotland, or Northern Ireland, as

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THIS AGREEMENT

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 <<Country of Registration>> (“the Customer”)

BACKGROUND:

- (1) The Trader provides glazing services to clients and has reasonable skill, knowledge, and expertise in providing such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Glazing Services”).
- (3) The Trader agrees to provide the Glazing Services to the Customer, subject to the attached Terms and Conditions of the Glazing Services Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement includes the attached Terms and Conditions.
- 1.2 In this Agreement, the terms defined in the attached Terms and Conditions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract 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 Glazing Services;
  - 1.4.2 Our identity;
  - 1.4.3 The total price of the Glazing Services including taxes or, if applicable, the Price of the Glazing Services in advance, the manner in which it will be calculated;
  - 1.4.4 The arrangements for the performance, and the time by which we will perform the Glazing Services;
  - 1.4.5 Our complaint handling procedure.

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1.4.6 The duration of this Agreement is of indefinite term unless otherwise stated in the conditions for this Agreement.

are applicable, or if this Agreement is to be extended automatically, the

1.5 As required by the Consumer Protection (Cancellation of Contracts for the Supply of Goods) Regulations 2013 (Information, Cancellation and Additional Charges)

(Information, Cancellation and

1.5.1 all of the information

use 1.4; and

1.5.2 any other information that we are required to provide to You about the Glazing Services or about Us under the Consumer Protection (Cancellation of Contracts for the Supply of Goods) Regulations 2013 (Information, Cancellation and Additional Charges) Services with Us as a Consumer.

to You about the Glazing Services account when entering into this Agreement. You will be able to make your own decision about the Glazing Services of Our contract with You as a

**2. The Glazing Services**

2.1 We will:

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

on the Start Date of <<insert

2.1.2 aim to complete the Glazing Services by the date <<insert date>>;

date>>;

2.1.3 provide the Glazing Services within the Agreed Times of <<insert times>> or such other times as we may agree in writing;

ing the Agreed Times of <<insert and We may agree in writing;

2.1.4 provide the Glazing Services at the Property located at <<insert address>>;

the Property located at <<insert

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

ccordance with the specification

2.2 The specification for the Glazing Services is [as follows: <<insert full description of service >>] [attached].

es is [as follows: <<insert full description of service >>] [attached].

2.3 The Products we supply are the Products specified in the attached specification to be supplied to You.

ows: <<insert full description of service >> [attached specification].

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

specification from time to time.

**3. Fees and Payment**

3.1 You will pay the Glazing Services Fee (subject to changes to the Fee) broken down as follows:

sum>> for the Glazing Services and Conditions). This sum may be

3.1.1 <<insert a brief description of the fee >>.

able>>.

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

) as detailed in the Quotation>>.

**4. Waiver of Cooling Off Period**

4.1 By signing this Agreement, You agree to commence provision of the Glazing Services immediately and to waive the 14 calendar day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.

Us to commence provision of the Glazing Services immediately and to waive the 14 calendar day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.

4.2 You acknowledge that you are not entitled to cancel this Agreement and you will be liable to pay Us for the Glazing Services up until the point at which You terminate this Agreement in Clause 13 of the Terms and Conditions.

ght to cancel You will be liable to pay Us for the Glazing Services up until the point at which You terminate this Agreement in Clause 13 of the Terms and

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4.3 You acknowledge that the Glazing Services are fully performed

and you agree not to cancel if the Glazing Services are completed during the 7 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: \_\_\_\_\_

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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) contract

(delete as appropriate) cancel  
s dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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