

JOINERY TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions apply to the provision of joinery services by <<Insert Company or Trader>> to customers who require joinery services to be provided at their premises. If you do not understand and agree to them. If you do not

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1. Definitions and Interpretation

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

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

“Agreed Times”

You and We agree for the Joiner to complete the Job [as specified in the Agreement];

“Agreement”

The Agreement to which You and We will enter into in connection with the Job. The Agreement will be in the form of a written document. Subject to, these Terms and Conditions, a standard form of Agreement is attached to these Terms and Conditions.

“Business”

Trade, craft, or profession carried on by an individual, partnership, person or organisation;

“Consumer”

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

“Deposit”

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

“Final Fee”

A sum of money which You must pay, which will be payable in accordance with Clause 5;

“Job”

The performance of the Joinery Services;

“Joinery Services”

The services We will provide as specified in the Agreement;

“Joiner”

The employee who will be responsible for the performance of the Joinery Services;

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“Model Cancellation Form”

“Order”

“Products”

“Property”

“Quotation”

“Quoted Fee”

“Start Date”

“Visit”

“We/Us/Our”

“You/Your”

- 1.2 Each reference in an expression, including [text message,] fax, or other electronic communication, to “writing” includes any similar communication whether sent by e-mail, [text message,] fax, or other electronic communication.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule to these Terms and Conditions is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 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, whether individuals or corporations, include references to their legal representatives, successors, and assigns.

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ancellation form attached as

est for Us to provide the Joinery Clause 4;

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

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

n the Quotation which may e actual work undertaken as set

nd We agree on for Us to start services as specified in the

cheduled or otherwise, on which roperty to provide the Joinery

includes all employees, agents, the Trader; and

o is a customer of the Trader.

tions to “writing”, and any similar ions whether sent by e-mail, [text

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2. Information about Us

- 2.1 We are a <<insert <<insert as sole trader, partnership, LLP, private limited company etc>>.
- 2.2 [We trade under the trading name if different from company name>>.]
- 2.3 [We are registered in <<insert jurisdiction>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> if different from registered office or if no registered office <<insert address>>.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are registered with <<insert authorised self-certification scheme>>. We will ensure that <<insert other schemes we use are also registered in this way>>.]
- 2.8 [We are regulated by <<insert regulator(s)>>.]
- 2.9 [We are a member of <<insert association(s) etc.>>.]
- 2.10 [<<Insert further information>>.]

3. Communication and Contact

- 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 Conditions). When contacting Us in writing You may use:
 - 3.2.1 contact Us by <<insert email address>>; or
 - 3.2.2 contact Us by <<insert trading name>>, <<insert address>>.

4. Orders

- 4.1 We accept orders for Joinery Services by <<insert methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order for Joinery Services, the following information is required. Details required include: the location of the Property, the number and type of rooms in which the Joinery Services are required and the type(s) of joinery (e.g. fitting, fabrication etc.). [We will provide You with an order form containing prompts for all required information. The information required 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 terms and conditions of the Order in accordance with Clauses 5 and 6).
- 4.4 If We cannot accept an Order, We will inform you of this in writing.
- 4.5 You may make changes to an Order or Quotation before accepting it.
- 4.6 You may accept a Quotation by <<insert method>> by sending a copy of it and returning it to Us within <<insert number of business days>> after the date We issue the Quotation.

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4.7 When (but not before) the Quotation, signed and dated, and You have paid the binding contract between You and Us will be created for the Joinery Services and for You to pay for them. We will then complete the Agreement in accordance with the Quotation.

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 binding on You and will be at our discretion in accordance with Clause 13 and/or 14.

5. Deposit

5.1 At the time of acceptance of the Quotation, we will require more than <<insert period e.g. 7 calendar days>> the nature of the work and any Products required in the Quotation. You are required to pay Us a Deposit. The Deposit will be <<insert amount>> of the Quoted Fee>>. We will not return the Deposit in full.

5.2 If you cancel the Joinery Services, 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 include the estimated Product Costs for the Joinery Services and for the Products (and quantities of Products) set out in the Quotation; however, if additional Products are required, we will keep any increases in the Quoted Fee, and will not pay you for the increase.

6.2 We will, where reasonable, keep you informed at all times, and will not pay you for the increase.

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 will be entitled to a full refund of all sums paid to Us.

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

6.5 We will invoice You for the Quoted Fee when the Products are completed.

6.6 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:

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 the rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment is made in full.

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Interest will accrue on any amount due until the actual date of payment, whether by cash or otherwise.

the due date until the actual date of

6.9 If You have promptly paid Us an invoice in good faith, We will not charge interest on the amount paid.

an invoice in good faith, We will not charge interest on the amount paid.

7. Joinery Services

7.1 We will provide the Joinery Services set out in the accepted agreement between Us and You.

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

7.2 [We may provide sketches, drawings, or similar documents in advance of the Job. Any such documents are for illustrative purposes only and is not intended to provide a guarantee of the Job nor to guarantee specific results.]

, or similar documents in advance 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 will be consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Product between different batches, catalogues and other documents. We will not be responsible for minor technical changes or variations in colour, texture or grain, or as a result of wear and tear. Product packaging may vary due to non-availability, We will advise You in advance of the Job. You may cancel and request a refund, where applicable, the Dependent on the circumstances.

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7.4 We will ensure that the Joinery Services are performed with reasonable care and skill and to a standard which is consistent with best trade practice.

be performed with reasonable care and skill and to a standard which is consistent with best trade practice.

7.5 We will ensure that the Joinery Services apply from time to time in accordance with relevant codes of practice that may apply from time to time.

relevant codes of practice that may apply from time to time.

7.6 We will properly display the Joinery Services.

results from Our provision of the Joinery Services.

7.7 Where a Job is to be carried out on a working day, the Joiner will, where reasonably possible, work in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in designated areas where work is being carried out and will remove them from the Property at the end of each working day.

working day, the Joiner will, where reasonably possible, work in a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in 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 are found to be faulty, and You have notified Us using the contact details set out in clause 3.1, We will, at Our discretion, provide a replacement, a refund, or a repair.

in the event of Us providing the Joinery Services, and You have notified Us using the contact details set out in clause 3.1, You should inform Us using the contact details set out in clause 3.1.

8.2 Within the first 30 days of the Job, We will, at Our option, be entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

8.3 After the first 30 days of the Job, We will, at Our option, be entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

the first six months, We will, at Our option, be entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

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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, You may keep the Product(s) at a reduced price. This is only if We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given to You.

products or, if a repair or replacement is not practicable or if a repair or replacement is unsuccessful, You are entitled to a partial refund, You may keep the Product(s) at a reduced price. This is only if We can prove that the defect has been caused deliberately by You, or as a result of Your failure to follow instructions given to You.

8.4 After the first six months from the time We supplied it and You took ownership of it. You are entitled to a partial refund for up to six months from the date on which You took ownership of it, as long as it can reasonably be shown that the Product has developed a fault, You must prove that the fault developed during the time We supplied it and You took ownership of it. You are entitled to a partial refund for up to six months from the date on which You took ownership of it, as long as it can reasonably be shown that the Product has developed a fault, You must prove that the fault developed during the time We supplied it and You took ownership of it.

After the first six months from the time We supplied it and You took ownership of it. You are entitled to a partial refund for up to six months from the date on which You took ownership of it, as long as it can reasonably be shown that the Product has developed a fault, You must prove that the fault developed during the time We supplied it and You took ownership of it.

9. Problems with Our Services

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9.1 If there is a problem with the Joinery Services We have provided which has not been provided with reasonable skill and care, You have the right to ask Us to repeat or fix the service free of charge.

If there is a problem with the Joinery Services, i.e. they have not been provided with reasonable skill and care, You have the right to ask Us to repeat or fix the service free of charge.

9.2 We always use reasonable care to ensure that Our provision of the Joinery Services is trouble-free. If there is a problem with the Joinery Services We request that You contact Us as soon as is reasonably possible. We will use reasonable care to resolve any problems with the Joinery Services as quickly as is reasonably practicable.

We always use reasonable care to ensure that Our provision of the Joinery Services is trouble-free. If there is a problem with the Joinery Services We request that You contact Us as soon as is reasonably possible. We will use reasonable care to resolve any problems with the Joinery Services as quickly as is reasonably practicable.

9.3 We will not charge You for any 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 the cost of any remedial work.

We will not charge You for any 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 the cost of any remedial work.

9.4 As a consumer, You have the right to complain to a Citizens Advice Bureau or Trading Standards about goods or services. We encourage You to exercise these rights, it does not affect Your rights under this Agreement.

As a consumer, You have the right to complain to a Citizens Advice Bureau or Trading Standards about goods or services. We encourage You to exercise these rights, it does not affect Your rights under this Agreement.

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

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

9.6 If the Joinery Services We have provided about the time or, if that is not possible or done with reasonable skill and care, You have the right to request repeat performance of the Joinery Services (if it concerns information about Us that does not relate to the Joinery Services), You have the right to request a reduction in price.

If the Joinery Services We have provided about the time or, if that is not possible or done with reasonable skill and care, You have the right to request repeat performance of the Joinery Services (if it concerns information about Us that does not relate to the Joinery Services), You have the right to request a reduction in price.

9.7 If for any reason We do not perform the Joinery Services in accordance with Your legal rights, You are entitled to a full or partial refund. Any refund will be made within 14 days of the date on which You are entitled to request a refund. You are entitled to request a refund via the same payment method originally used by You or an alternative method.

If for any reason We do not perform the Joinery Services in accordance with Your legal rights, You are entitled to a full or partial refund. Any refund will be made within 14 days of the date on which You are entitled to request a refund. You are entitled to request a 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, local authorities, or similar, You must obtain them before We provide the Joinery Services.
- 10.2 We may ask you to provide furniture, fixtures and fittings in the Property before We start the Works. As You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that the Works are completed at the Property at the Agreed Times to provide the Joinery Services.
- 10.4 You may either give access to the Property or be present at the Agreed Times to ensure the Works are completed. We promise that all keys will be kept safely and securely.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Works, or failing to comply with any other provision in this Clause, and if You do not have a good reason for this, We may terminate the Works and invoice you for any costs incurred as a result.
- 10.6 You must ensure that the Property has access to electrical outlets and a supply of hot and cold running water.

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

We may ask you to provide furniture, fixtures and fittings in the Property before We start the Works. As You and We specifically agree otherwise, this is Your responsibility.

You will ensure that the Works are completed at the Property at the Agreed Times to provide the Joinery Services.

You may either give access to the Property or be present at the Agreed Times to ensure the Works are completed. We promise that all keys will be kept safely and securely.

If You do not provide access to the Property or make it impossible for Us to provide the Works, or failing to comply with any other provision in this Clause, and if You do not have a good reason for this, We may terminate the Works and invoice you for any costs incurred as a result.

You must ensure that the Property has access to electrical outlets and a supply of hot and cold running water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to improve Our services, Your experience as a customer of Ours is a positive one. We are happy 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 above or by email to <insert email address>]
 - 11.3.2 [By email, to the address above or by email to <insert email address>]
 - 11.3.3 [Using Our complaints form, available on Our website]
 - 11.3.4 [By telephone, to the number above or by telephone to <insert number>]

We always welcome feedback from our customers and, while We always use all reasonable endeavours to improve Our services, Your experience as a customer of Ours is a positive one. We are happy 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 address above or by email to <insert email address>]
- 11.3.2 [By email, to the address above or by email to <insert email address>]
- 11.3.3 [Using Our complaints form, available on Our website]
- 11.3.4 [By telephone, to the number above or by telephone to <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 Works (see Clause 15).
- 12.2 If We ask You to change the Start Date, We 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 Works (see Clause 15).

If We ask You to change the Start Date, We 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 Products, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the first instalment and
 - 13.1.2 in relation to the Services, at the end of 14 calendar days after the date on which the Services are first provided.
- 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 our Model Cancellation Form, but You do not have to).
 - 13.3 To meet the cancellation requirements, communication corresponding to the cancellation period must be received by Us in sufficient for You to send Your communication to Us in order to exercise the right to cancel before the end of the cooling off period.
 - 13.4 If You exercise this right, You will receive a full refund of any amount paid to the Us in respect of the Deposit, where applicable, and we will refund the method used to make the payment, less any charges (including, but not limited to, the bank charges). In any case, You will not incur any interest charges.
 - 13.5 We will refund money to You by the same method used to make the payment, unless You have exercised your right to cancel before the end of the cooling off period. In any case, You will not incur any interest charges.
 - 13.6 We will process the refund as quickly as possible, 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 Us:
 - 13.7.1 We will issue a refund to You (less any event notice charges) 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 to Us within 14 calendar days of the day on which You are notified of the cancellation, or earlier, in order 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 have 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 within 14 calendar day cooling off period, You will lose the Deposit, and the Job is completed;

13.8.2 If You cancel the Job within 14 calendar day cooling off period, the provision of the Joinery Services has not begun. You will receive a full refund for the Joinery 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 will be refunded in proportion to the full price of the Joinery Services already provided. Any sums that You have paid for the Joinery Services will be refunded on this basis;

13.8.4 We will process Your refund within an 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 Agreement after the 14 calendar day cooling off period.

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 14 calendar day cooling off period has expired:

14.1.1 If You cancel the Agreement after the 14 calendar day cooling off period has expired (or within the 14 calendar day cooling off period) and more than <<e.g. 7 calendar days>> before the Start Date, We will refund the Deposit, if applicable, as soon 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 within the 14 calendar day cooling off period) 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 soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit 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, 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:

15.1.1 We have breached the Agreement in any material way and have failed to remedy the breach within an 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 Joinery 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 have access to the Property or otherwise make it impossible for Us to provide the Joinery Services, and We have been obliged to require You to re-arrange the Joinery Services under Clause 12;

15.2.5 We have been obliged to suspend the Joinery 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 a refund of the Deposit, when the refund is provided, the refund will be provided to You as soon as is reasonably practicable, and no later than <<insert number>> calendar days of the termination of the Agreement. We may deduct from such a refund (or charge You) any costs We will incur as a result of terminating the Agreement under sub-Clauses 15.2.1, 15.2.2, 15.2.3, 15.2.4 or 15.2.5.

15.4.2 We have provided a refund of the Deposit to You that You have not yet paid for, the refund due to You or, if no refund is due, We will be required to pay the sums and You will be required to pay the 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 or 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 Joinery

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 Joinery
make no warranty
commercial, business
to You for any loss
any loss of business

g and private purposes only. We
the Joinery 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
Joinery 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 Joiner.

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

n)

We will only use Your pers
Privacy Notice>> available

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

ed 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

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

give to You about the Joinery
less which you take into account
tion and sign the Agreement, or
ut the Joinery 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”)

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BACKGROUND:

- (1) The Trader provides joint and several 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 Joinery Services”).
- (3) The Trader agrees to provide the services to the Customer, subject to the attached Terms and Conditions of the Services Agreement.

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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 phrases used 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 Joinery Services;
 - 1.4.2 Our identity;
 - 1.4.3 The total price of the Joinery Services including taxes or, if applicable, 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 Joinery Services;
 - 1.4.5 Our complaint handling procedures.

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

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

1.5 As required by the Agreement (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 or about Us in the Agreement. The Services will be provided to You as a Consumer.

to You about the Joinery Services account when entering into this or other decision about the Joinery of Our contract with You as a

2. The Joinery Services

2.1 We will:

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

es on the Start Date of <<insert

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

date>>;

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

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

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

ne Property located at <<insert

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

ccordance with the specification

2.2 The specification for the 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 to be supplied in accordance with the specification referred to in Clause 2.2.

ows: <<insert full description of 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 Cost of the Services (subject to changes in the Cost) broken down as follows:

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

3.1.1 <<insert a brief description of the fee >> (variable)>>.

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 Joinery Services immediately and 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 Services immediately and 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 have the right to cancel You will be liable to pay Us for the Joinery Services until the point at which You inform Us of Your wish to cancel in Clause 13 of the Terms and Conditions.

right to cancel You will be liable to pay Us for the Joinery Services until the point at which You inform Us of Your wish to cancel in Clause 13 of the Terms and

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4.3 You acknowledge that the Services are fully performed

and you agree not to cancel if the Joinery Services are fully performed during the cooling off period.

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

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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

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

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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