	JOINER <sup>-</sup>	NS (B2C)
BACKO	BROUND:	
service: joinery	Terms and Conditions are s by < <insert company="" or<br="">services to be provided at t and and agree to them. If y</insert>	h apply to the provision of joinery Trader") to customers who require them carefully and ensure that you please contact us.
	Terms and Conditions app nsumer Rights Act 2015.	ner is a "consumer" as defined by
1.	Definitions and Interpreta	
	1.1 In these Terms an following expression	e context otherwise requires, the anings:
	"Agreed Times"	You and We agree for Us to have to carry out and complete the pecified in the Agreement];
	"Agreement"	which You and We will enter if on. The Agreement will oject to, these Terms and ard form of Agreement is attached
	"Business"	ade, craft, or profession carried person or organisation;
	"Consumer"	s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who es for their personal use and for nly outside the purposes of any
	"Deposit"	may be required to pay in e 5;
	"Final Fee"	ums You must pay, which will be ssued in accordance with Clause
	"Joinery Services"	ices We will provide as specified
	"Model Cancellation Form"	ellation form attached as
	"Order"	est for Us to provide the Joinery Clause 4;
	"Products"	quired for the provision of the We will supply (if any) as nent;
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	"Pro	operty'	Your home, as detailed in the Order and the ent, at which the Joinery Services are to take cluding the site/s where work is to be carried out;
	"Qu	otatior	he quotation We give to You in accordance with detailing the services We will provide to You fees We will charge;
	"Qu	loted F	he fee set out in the Quotation which may according to the actual work undertaken as set ause 6;
	"Sta	art Date	he date You and We agree on for Us to start g the Joinery Services as specified in the ent;
	"Vis	sit"	the Property to provide the Joinery Services;
	"We	e/Us/Ou	he Trader and includes all employees, agents, contractors of the Trader; and
	"Yo	u/Your	Consumer who is a customer of the Trader.
	1.2	Any i electi electi	d any similar expression, includes a reference to sent by e-mail [or] [text message,] or other
	1.3	Each statu	or provision of a statute is a reference to that ed or re-enacted at the relevant time.
	1.4	Each and (	ns and Conditions" is a reference to these Terms
	1.5	Each Conc	is a reference to a schedule to these Terms and
	1.6	The l and c	Terms and Conditions are for convenience only ation of these Terms and Conditions.
	1.7	Worc	number will include the plural and vice versa.
	1.8	Refe	include any other gender.
	1.9	Refe corpo	less the context otherwise requires, include
2.	Infor	mation	
	2.1	We a limite	type, e.g. sole trader, partnership, LLP, private
	2.2	[We name	<insert company<="" different="" from="" if="" name="" td="" trading=""></insert>
	2.3	[We Regis	ntry of Registration>> under number < <company< td=""></company<>
	2.4	[Our	Registered Office>>.]
	2.5	[Our	< <insert address="" different="" from="" if="" office<="" registered="" td=""></insert>
		TO 00 1	
Simply	-טטכs - TR	.TC.20 - Joi	

or if no registered o

- 2.6 [Our VAT number is
- 2.7 [We are registered We will ensure tha way.]
- 2.8 [We are regulated b
- 2.9 [We are a member
- 2.10 [<<Insert further infe

#### 3. Communication and Con

- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughou writing You may use
  - 3.2.1 contact Us b
  - 3.2.2 contact Us b

#### 4. Orders

- 4.1 We accept orders internet etc.>>.
- 4.2 When placing an C required. Details retype of rooms in wh fabrication etc.). [W for all required infor
- 4.3 Once the Order is c and send it to You e the required Deposi
- 4.4 If We decide that V will inform You of th
- 4.5 Before You accept may request change requested changes all amendments ma
- 4.6 You may accept a signing and dating e.g. 21 calendar d applicable, a revise
- 4.7 If You wish to make please contact Us accommodated. We result and We will p accommodate the revised Quotation.







## ·.]

thorised self-certification scheme. The use are also registered in this

ılator(s)>>.] pciation(s) etc.>>.]

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various ditions). When contacting Us in

address>>; or

rt name>>, <<insert address>>.

<<insert methods e.g. telephone,

ut, in detail, the Joinery Services n of the Property, the number and the type(s) of joinery (e.g. fitting, an order form containing prompts will be set out in the Agreement.]

o Us, We will prepare a Quotation ss post. The Quotation will set out see Clauses 5 and 6).

rder and provide a Quotation, We

make changes to the Order and nending the Quotation to show the e Quotation to incorporate any or

plicable, a revised Quotation, by ng it to Us within <<insert period, e issue the Quotation or, where

rder after accepting the Quotation, ether or not the change/s can be hanges to the fees payable as a on where We decide that We can ested. You may then accept that

- 4.8 When the rest blank copy the A and rest betwee the J
  4.9 The
- 4.9 Me Orde You Us a

# 5. Deposit

- 5.1 At the caler Prod Depo provi 5.2 If Yo
- as se

# 6. Fees and Pa

- 6.1 The 0 the P
- 6.2 We v Prod Prod any i and v
- 6.3 If the the p will ir not w
- notice applie 6.4 The C rate must
- 6.5 We v 6.6 You
- recei 6.7 We a
- 6.7.1 6.7.2

6.7.3



Us the accepted Quotation or, where applicable, ou have paid the Deposit, We will complete any ccordance with the accepted Quotation, attach a ted Quotation to the Agreement, sign and date o You. If You then sign and date the Agreement have paid the Deposit, a legally binding contract nat time come into effect requiring Us to provide ou to pay for them.

ance of an Order or Quotation or any revised Us shall not have any legally binding effect on Agreement is signed and dated by both You and posit.

uotation or not more than <<insert period e.g. 7 depending on the nature of the work and any , You may be required to pay Us a Deposit. The n e.g. 25% of the Quoted Fee>>. We will not to sign until the Deposit is paid in full.

vices, We may retain some or all of the Deposit nd 15.

he price payable for the Joinery Services and for are required.

ssible, use only the Products (and quantities of ation and the Agreement; however, if additional I adjust the Final Fee to reflect this. We will keep minimum, will keep You informed at all times, our [written] agreement.

vices that We need to procure increases during eptance of the Quotation and the Start Date, We and of any difference in the Final Fee. If You do se, You may cancel the Agreement by giving Us a full refund of all sums paid including, where

I Fee are inclusive of any VAT chargeable. If the es, We will adjust the amount of VAT that You

Joinery Services has been completed.

thin <<insert period e.g. 30 calendar days>> of

ods of payment:

redit/debit card>>;

ash>>;

heque>>;

6.7.4 <<insert other

- 6.8 If You do not pay a the overdue sum a of <<insert name o Interest will accrue payment, whether b
- 6.9 If You have prompt not charge interest

## 7. Joinery Services

- 7.1 We will provide the out in the accepted agreement betweer
- 7.2 [We may provide sl of carrying out th illustrative purposes of the Joinery Servi
- 7.3 We will use reasona those chosen by Y Property (or relevan the same Produc catalogues and oth minor technical cha question, or as a re grain). Product pach to non-availability, V advance of the com accept the alternativ full refund of all sum
- 7.4 The responsibility remains with Us ur pass to You. You w for them.
- 7.5 We will ensure that a satisfactory condi
- 7.6 We will ensure that and skill and to a practice.
- 7.7 We will ensure tha apply from time to ti
- 7.8 We will properly di Joinery Services.
- 7.9 We will ensure that provision of the Jo damage that occurs possible. [We may Property while We items from the are damage which occu

e, We may charge You interest on centage>>% above the base rate me until payment is made in full. e due date until the actual date of

e an invoice in good faith, We will ngoing.

ordance with the specification set reement (as may be amended by time).

, or similar documents in advance y such material is intended for to provide an exact specification cific results.]

e that the Products We use match le, are consistent throughout the There may be slight variations to ferences between photographs, oducts themselves, as a result of pact your use of the Product in Products (e.g. natural variations in different Products are required due vithout consulting with You first, in ery Services. If You do not wish to ncel the Agreement and receive a applicable, the Deposit.

as the "risk") for the Products ered to You at which point it will We have received payment in full

any relevant standards and are in

e performed with reasonable care nich is consistent with best trade

evant codes of practice that may se.

results from Our provision of the

suffer damage as a result of Our at Our expense make good any e to You as soon as is reasonably reasonable steps to protect the ery Services including removal of ng. We will not be liable for any ure to follow such instructions.] 7.10 When worki and t Prop possi carrie worki

### 8. Faulty Prod

- 8.1 If an Servi the F Us us
- 8.2 Withi are e reduc
- 8.3 After of the Prod repai Alter not a negli Us o
- 8.4 After Prod faulty entitl depe expe

#### 9. Problems w

- 9.1 If the been repea possi
- 9.2 We a Servi Servi We v as qu
- 9.3 We v probl deter inforr reme
- 9.4 As a good exerc



e Joinery Services is to last for more than one easonably possible, leave the Property in a clean any disruption to Your use and enjoyment of the ervices are being carried out. We will, wherever materials only in areas where work is being e them from the Property at the end of each

d in the course of Us providing the Joinery defect with one or more of those Products or if been incorrectly described, You should inform pove in Clause 3.

to a full refund, to keep the Product(s) at a replacement.

ays, and for the first six months after completion vill, at Our option, repair or replace any defective placement is not practicable or possible, or if a successful, You are entitled to a full refund. he Product(s) at a reduced price. This right may hat the defect has been caused deliberately or sult of Your failure to follow instructions given by duct.

ter completion of the Joinery Services, if any u must prove that the Product in question was d it and You took ownership of it. You may be ement, or to a partial refund for up to six years the Product and how long it can reasonably be

result of the Joinery Services, i.e. they have not le care and skill, You are entitled to ask Us to vices, or to get a price reduction if this is not

forts to ensure that Our provision of the Joinery however, there is a problem with the Joinery u inform Us as soon as is reasonably possible. s to remedy problems with the Joinery Services ssible and practical.

nedying problems under this Clause 9 where the by Us [or where nobody is at fault]. If We has been caused by incorrect or incomplete ed or taken by You, We may charge You for

rtain legal rights with respect to the purchase of details of your legal rights and guidance on mended that You contact your local Citizens Advice Bureau or T

- 9.5 If We do not perfor and care, You have possible or done w have the right to a r
- 9.6 If the Joinery Servic provided about the or, if that is not inconvenience to Y does not relate to th to a reduction in prior
- 9.7 If for any reason We with Your legal righ any and all costs o may be any sum u where You have all refund. Any such re within 14 calendar entitled to the refun by You unless You

## 10. Your Obligations

- 10.1 If any consents, lic parties such as land must obtain them b
- 10.2 [You must ensure t moveable items and We direct otherwise
- 10.3 You will ensure the provide the Joinery
- 10.4 You may either giv Agreed Times to gi and securely by Us.
- 10.5 If You do not pro impossible for Us to other provision in th may invoice You for
- 10.6 You must ensure th and cold running wa

## 11. Complaints and Feedbac

- 11.1 We always welcom all reasonable ender Ours is a positive of any cause for comp
- 11.2 All complaints are h and procedure, ava







ery Services with reasonable skill beat performance or, if that is not vithout inconvenience to You, You

line with information that We have the to request repeat performance thin a reasonable time without ncerns information about Us that nery Services), You have the right

he Joinery Services in accordance ou for doing so and We will bear ere a price reduction applies, this ole for the Joinery Services and, o Us, may result in a full or partial out undue delay (and in any event on which We agree that You are e payment method originally used ethod.

sions are needed from any third es, local authorities, or similar, You e the Joinery Services.

e are to work are kept clear of all ion of the Joinery Services unless

Property at the Agreed Times to

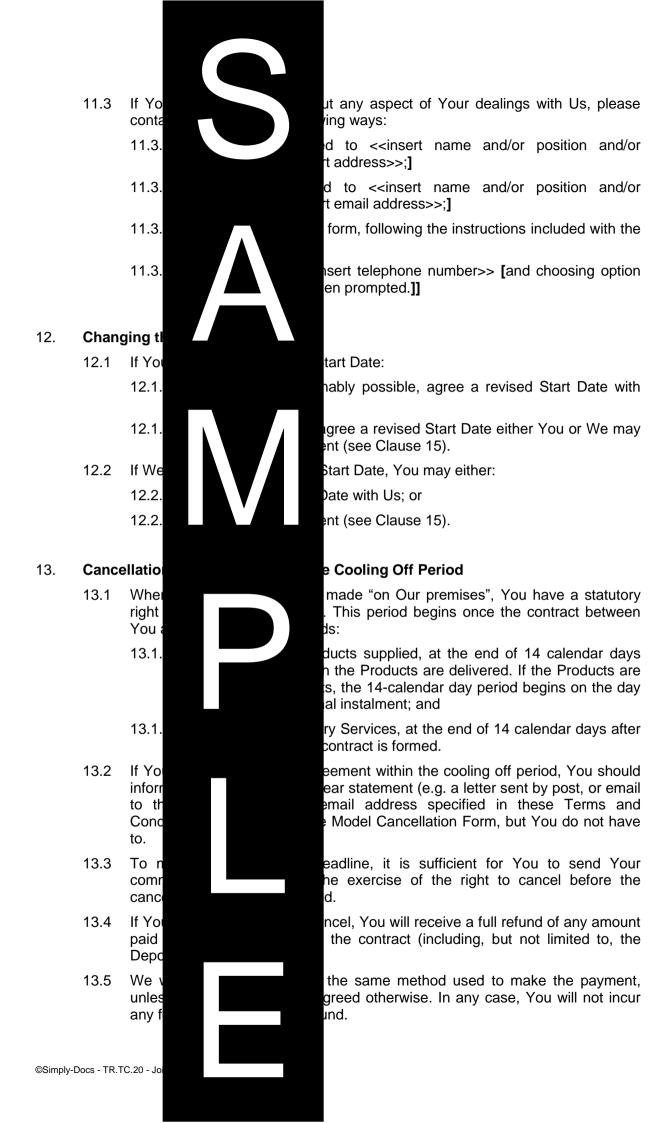
he Property or be present at the se that all keys will be kept safely

ess to the Property or make it vices by failing to comply with any t have a good reason for this, We ncurred as a result.

ectrical outlets and a supply of hot

tomers and, while We always use our experience as a customer of ant to hear from You if You have

ith Our complaints handling policy on(s)>>.



- 13.6 We will process the undue delay and, ir day on which We ar
- 13.7 If You exercise the
  - 13.7.1 We will issu any event no Products (au Products to
  - 13.7.2 You must re on which Yo
  - 13.7.3 We may ma Products su You:
  - 13.7.4 Please also others canno
- 13.8 If the Start Date fall request for provisio day cooling off pe process.] By makin following:
  - 13.8.1 If the Joine cooling off p Services are
  - 13.8.2 If You cance begun, You Products tha which You ir
  - 13.8.3 The amount Joinery Serv sums that h refunded, su
  - 13.8.4 We will proc in any event wish to canc
- 13.9 Clause 14 applies day cooling off perio

## 14. Cancellation Outside of t

- 14.1 In addition to Your following applies to period and before the table of the second second
  - 14.1.1 If You cance period has e calendar da applicable, a and in any e













a result of a cancellation without riod of 14 calendar days after the ation.

to Products:

ert normal refund period>> and in days after We receive the relevant delivery charges if You send the

within 14 calendar days of the day not cancel and return them;

e refund for loss in value of any result of unnecessary handling by

become inseparably mixed with

eriod, You must make an express is to begin within the 14-calendar is a normal part of the ordering acknowledge and agree to the

eted within the 14-calendar day right to cancel once the Joinery

ovision of the Joinery Services has for the Joinery Services and any Us supplied up until the point at cancel;

n proportion to the full price of the ry Services already provided. Any for the Joinery Services will be lated on this basis;

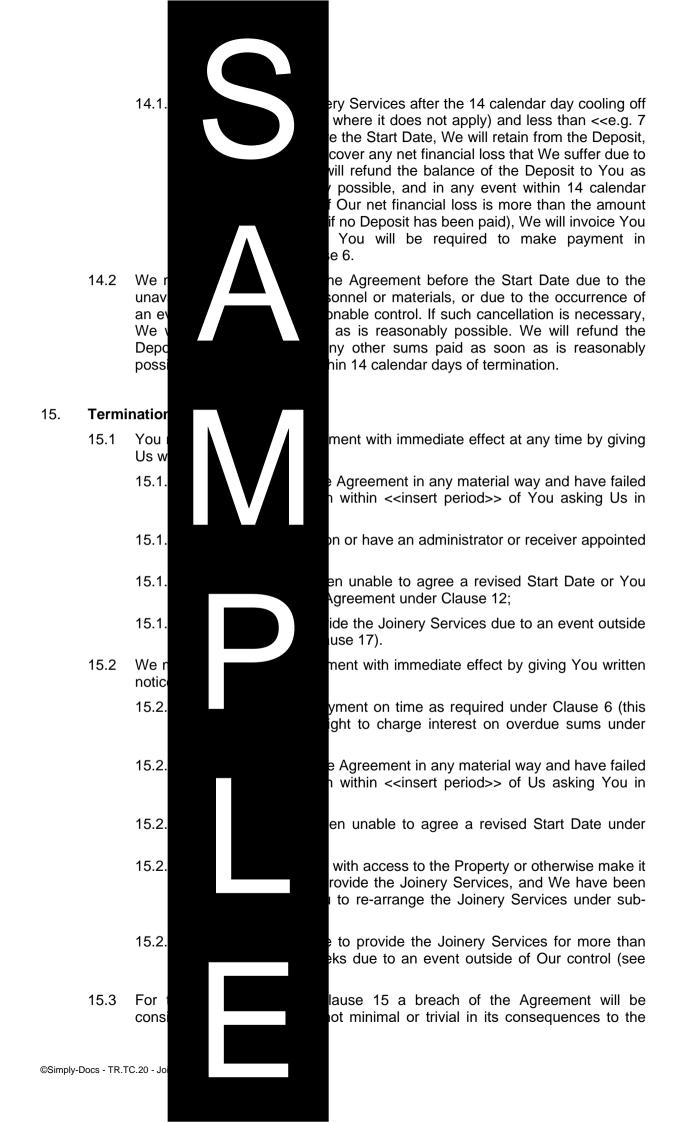
insert normal refund period>> and r days after You inform Us of Your

Agreement after the 14-calendar

ting to the cooling off period, the Agreement after the cooling off

ter the 14 calendar day cooling off not apply) and more than <<e.g. 7 ate, We will refund the Deposit, if as soon as is reasonably possible, lays of cancellation.

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terminating Party. I will be had to whe misunderstanding.

- 15.4 If at the termination
  - 15.4.1 You have m Deposit, who provided, the possible, an notice. We r reasonable o your breakin 15.2.1, 15.2.
  - 15.4.2 We have pro sums due w is due, We w make payme

## 16. Effects of Termination

- 16.1 If the Agreement is
  - 16.1.1 Any Clauses period after full force and
  - 16.1.2 Termination remedy whic the Agreeme

#### 17. Events Outside of Our Co

- 17.1 We will not be liab under these Terms cause that is beyon Majeure causes ind provider failure, str riots and other ci subsidence, acts o undeclared, threate or other natural disa Our reasonable con
- 17.2 If any Force Majeur to adversely affect Terms and Conditio
  - 17.2.1 We will infor
  - 17.2.2 Our obligation limits that W
  - 17.2.3 We will infor provide det Services as
  - 17.2.4 You or We n













ot a breach is material, no regard any accident, mishap, mistake or

(including, but not limited to, the loinery Services We have not yet d to You as soon as is reasonably calendar days of the termination m such a refund (or charge You) costs We will incur as a result of terminate it under sub-Clauses

hat You have not yet paid for, the refund due to You or, if no refund sums and You will be required to ause 6.

h:

or by their nature, relate to the of the Agreement will remain in

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

lay in performing Our obligations e failure or delay results from any ol ("Force Majeure"). Such Force to: power failure, internet service industrial action by third parties, on, flood, storms, earthquakes, or actual), acts of war (declared, ons for war), epidemic, pandemic, r or dissimilar event that is beyond

this Clause 17 occurs that is likely y of Our obligations under these

sonably possible;

t will be suspended and any time tended accordingly;

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

hent (see Clause 15).

18.	Liability		
10.	18.1	We w suffe of O conse Us w loss o	
	18.2	We insur	
	18.3	We p make comr to Yo any b	
	18.4	If We that o existi provi	
	18.5	[Our or br £< <ir< th=""></ir<>	
	18.6	We a failur	
	18.7	Nothi Our I or fra	
	18.8	Nothi rights detai Tradi	
19.	How \	Ne Us	
		ill only y Noti	
20.	Other Impo		
	20.1	We r You i as is	
	20.2	We n third occu be af third	
	20.3	You Agre	

iny foreseeable loss or damage that You may ch of these Terms and Conditions or as a result r damage is foreseeable if it is an obvious r negligence or if it is contemplated by You and entered into. We will not be responsible for any eseeable.

and valid insurance including public liability

s for domestic and private purposes only. We sentation that the Joinery Services are fit for strial purposes of any kind. We will not be liable loss of business, interruption to business or for ity.

he Property or anything in it, We will make good cost to You. We are not responsible for any preor to Your Property that We may discover while

or damage caused as a result of Our negligence Conditions or the Agreement by Us is limited to

s or damage You suffer which results from Your e instructions given by Us.

Conditions is intended to or will limit or exclude nal injury caused by Our negligence or for fraud n.

Conditions is intended to or will limit Your legal any consumer protection legislation. For more ase refer to Your local Citizens Advice Bureau or

# Data Protection)

as set out in Our <<insert document name, e.g. sert location(s)>>.

ange these Terms and Conditions without giving ur reasonable endeavours to inform You as soon ny such changes.

obligations and rights under the Agreement to a , for example, if We sell Our business). If this writing. Your rights under the Agreement will not as under the Agreement will be transferred to the and by them.

sign) Your obligations and rights under the ss written permission (such permission not to be

unreasonably withh

- 20.4 The Agreement is t person or third part enforce any provision
- 20.5 If any provision of any competent auth validity of the oth Conditions and the
- 20.6 No failure or delay I means that We or Y breach of any prov any subsequent bre

## 21. Regulations and Informat

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

21.2.1 all of the info

21.2.2 any other Services, or when decidi when makin

will be a part of the

## 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 (whe jurisdiction of the o determined by Your











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

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

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

ts (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 the information itself either in the We will make it available to You ign the Agreement. All of that ions, be part of the terms of Our

#### -Clause 21.1; and

give to You about the Joinery ess which you take into account tion and sign the Agreement, or ut the Joinery Services,

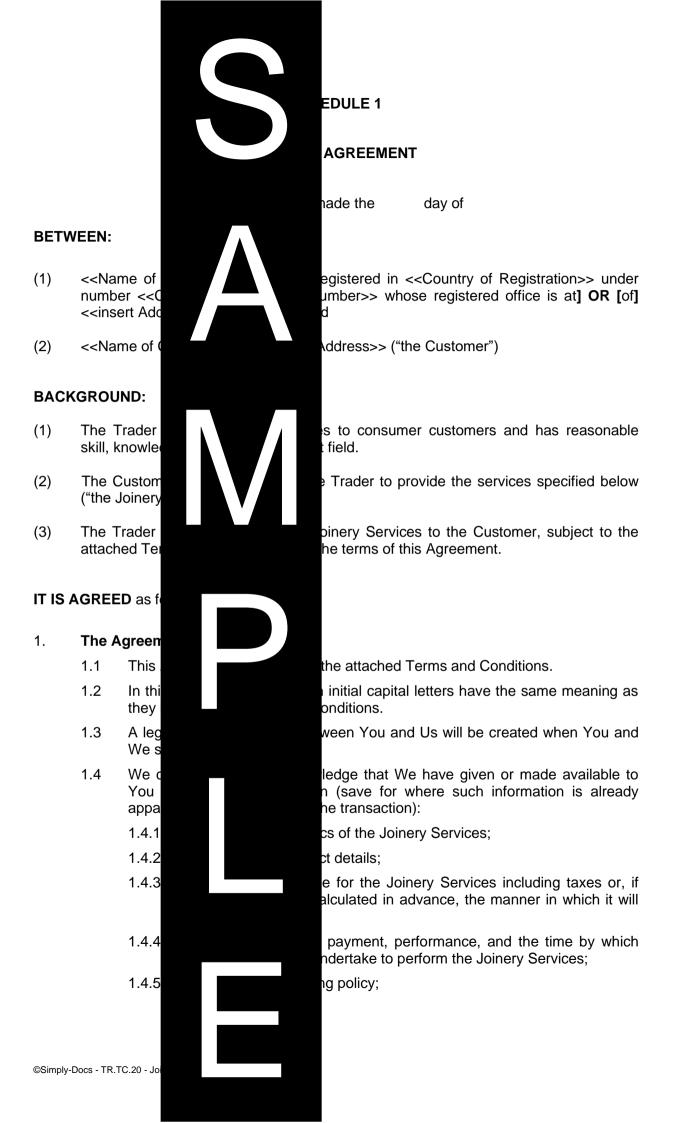
h You as a Consumer.

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

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

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

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- 1.4.6 The duration is of indete conditions for
- 1.5 As required by the Additional Charges
  - 1.5.1 all of the info
  - 1.5.2 any other inf or about Us Agreement Services wi Consumer.

## 2. The Joinery Services

- 2.1 We will:
  - 2.1.1 begin to pro date>>;
  - 2.1.2 aim to comp
  - 2.1.3 provide the times>> or s
  - 2.1.4 provide the address>>;
  - 2.1.5 perform the referred to ir
- 2.2 The specification description of service
- 2.3 The Products we products to be supp
- 2.4 You and We may a

#### 3. Fees and Payment

- 3.1 You will pay the C (subject to changes broken down as foll
  - 3.1.1 <<insert a bi
  - 3.1.2 Value Added
- 3.2 <<Insert full details

## 4. Waiver of Cooling Off Per

- 4.1 By signing this Ag Joinery Services in off period referred to
- 4.2 You acknowledge t pay Us for the Joine













re applicable, or if this Agreement b be extended automatically, the

(Information, Cancellation and

#### use 1.4; and

5

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

es on the Start Date of <<insert

by <<insert date>>;

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

ne Property located at <<insert

ccordance with the specification

es is [as follows: <<insert full [attached].

ows: <<insert full description of attached specification].

specification from time to time.

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

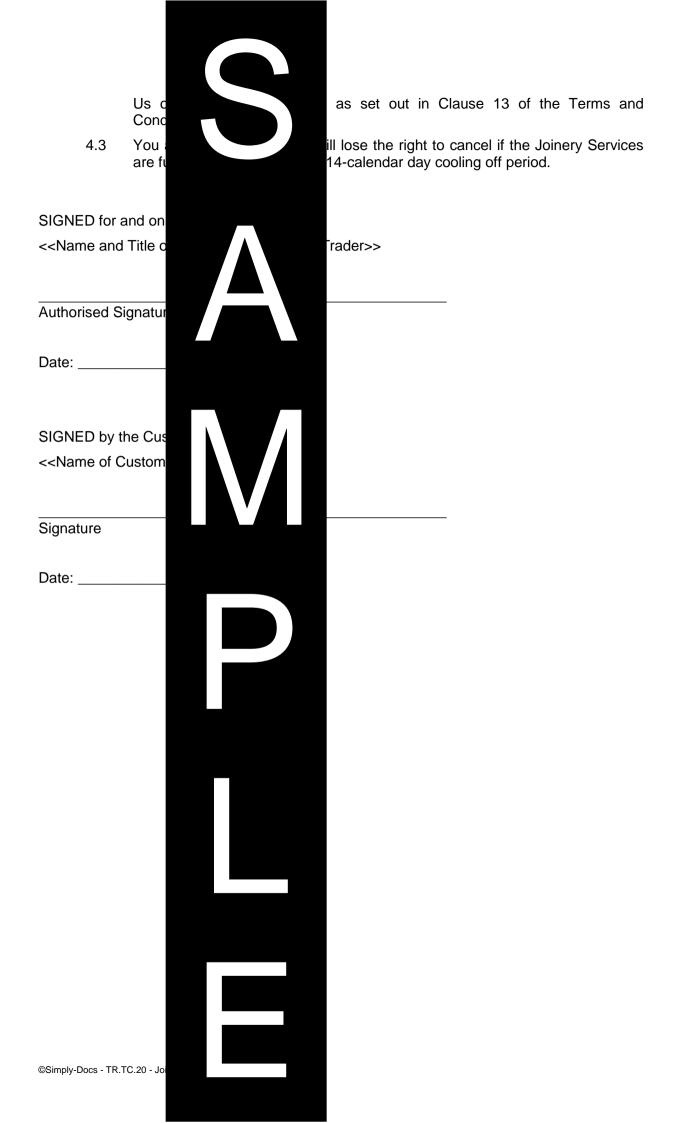
able>> [and

mount>>].

) as detailed in the Quotation>>.

Is to commence provision of the it for the 14-calendar day cooling ms and Conditions to expire.

ght to cancel You will be liable to until the point at which You inform



To: <<trader to inse address>>

I/We (delete as ap my/our (delete as a

Name of consumer

Address of consum

Signature of consur

Date:



## EDULE 2

## ELLATION FORM

aphical address and, where available and email

notice that I/we (delete as appropriate) cancel pinery Services dated << >>.