

PLASTER TERMS AND CONDITIONS

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BACKGROUND:

These Terms and Conditions apply to the provision of plastering services by <<Insert Company Name>> ("the Trader") to customers who require plastering services to ensure that you understand and agree to these Terms and Conditions.

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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 work to the Property to complete the Agreement];

"Agreement"

the Agreement to which You and We will enter into. 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 plastering services for their personal use and not for business or mainly outside the purposes of their business;

"Deposit"

the sum of money which may be required to pay in accordance with Clause 5;

"Final Fee"

the sum of money which You must pay, which will be issued in accordance with Clause 6;

"Job"

the performance of the Plastering Services;

"Model Cancellation Form"

the Model Cancellation form attached as Appendix A;

"Order"

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

"Plastering Services"

the Plastering Services We will provide as set out in Clause 4;

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“Plasterer”

Employee who will be responsible for providing the Plastering Services;

“Products”

Materials and equipment required for the provision of the Plastering Services which We will supply (if any) as specified in the Quotation;

“Property”

The Property detailed in the Order and the location where the Job is to take place;

“Quotation”

The Quotation We give to You in accordance with the Plastering Services We will provide to You and the fee charge;

“Quoted Fee”

The fee set out in the Quotation which may differ from the actual work undertaken as set out in the Order;

“Start Date”

The date agreed by Us and We agree on for Us to start providing the Plastering Services as specified in the Quotation;

“Visit”

A visit to the Property scheduled or otherwise, on which We will provide the Plastering Services to You;

“We/Us/Our”

Refers to the Trader and includes all employees, agents, subcontractors and the Trader; and

“You/Your”

Refers to You who is a customer of the Trader.

1.2 Each reference in these Terms and Conditions to an expression, including the word “writing”, includes reference to that expression whether sent by e-mail, [text message,] fax, or other electronic means.

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

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision in force at the relevant time.

References to a statute is a reference to that statute or provision in force at the relevant time.

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

References 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 that schedule.

References to a schedule to these Terms and Conditions is a reference to that schedule.

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.

References to headings 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 singular include the plural and vice versa.

References to words include the plural and vice versa.

1.8 References to any gender include the other gender.

References to any gender include the other gender.

1.9 References to persons include sole traders, partnerships, limited liability companies and corporations.

References to persons, unless the context otherwise requires, include sole traders, partnerships, limited liability companies and corporations.

2. Information about Us

2.1 We are a <<insert name of trader, partnership, LLP, private limited company etc>>.

We are a trader, partnership, LLP, private limited company etc.

2.2 [We trade under the name <<insert trading name>>.]

We trade under the name if different from company name.

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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 authorised self-certification scheme name>>. We will ensure that <<insert details>> 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 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 these Terms and Conditions). 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>> or <<insert name>>, <<insert address>>.

4. Orders

- 4.1 We accept orders for plastering services by <<insert methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order, You must provide the following details in detail, the Plastering Services required. Details required include: the location of the Property, the number and type of rooms in which the plastering is required, the type(s) of plasterwork required (e.g. wall, ceiling, skirting, etc.) and any other relevant information. We will provide You with an order form containing product details and pricing. [All 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 email or by post. The Quotation will set out the cost. The Quotation will set out the required Deposit (if any) and the terms and conditions. [All such details will be set out in the Agreement.]
- 4.4 If We cannot accept an Order, We will inform you of this in writing.
- 4.5 You may make changes to an Order before accepting a Quotation before accepting it.
- 4.6 You may accept a Quotation by signing and dating a copy of it and returning it to Us within <<insert number of days>> after the date We issue the Quotation.
- 4.7 When (but not before) the Quotation, signed and dated, and You have paid the required Deposit, a binding contract between You and Us will be created for the provision of Plastering 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 agree to the Quotation in accordance with Clause 13 and/or 14.

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5. Deposit

5.1 At the time of acceptance of the Quotation, you must 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 amount>>. We will not confirm an Order until we have received the Deposit in full.

At the time of acceptance of the Quotation, you must 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 amount>>. We will not confirm an Order until we have received the Deposit in full.

5.2 If you cancel the Plastering Services as set out in Clause 6.1, We may retain some or all of the Deposit.

If you cancel the Plastering Services as set out in Clause 6.1, We may retain some or all of the Deposit.

6. Fees and Payment

6.1 The Quoted Fee will be the total fee for the Plastering Services and for the estimated Products.

The Quoted Fee will be the total fee for the Plastering 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 refund.

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 refund.

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 Products required. If you accept the increase, You will be liable for the Quoted Fee, including, where applicable, any additional Products.

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 Products required. If you accept the increase, You will be liable for the Quoted Fee, including, where applicable, any additional Products.

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

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

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

We will invoice You for the Quoted Fee when the Plastering Services are completed.

6.6 You must pay any Quoted Fee within <<insert period e.g. 30 calendar days>> of receiving it.

You must pay any Quoted Fee within <<insert 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>>;

<<insert method>>;

6.7.2 <<insert method>>;

<<insert method>>;

6.7.3 <<insert method>>;

<<insert method>>;

6.7.4 <<insert other method>>.

<<insert other method>>.

6.8 If You do not pay the Quoted Fee within the period <<insert 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 the Quoted Fee within the period <<insert 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 the Quoted Fee, We will not charge interest.

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7. Plastering Services

- 7.1 We will provide the work set out in the acceptance set out in the acceptance by 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 products those chosen by You for the Property (or relevant areas of the Property) the same Product categories and other relevant information from product catalogues and other sources. There may be minor technical changes to the Products in question. Product prices may vary due to non-availability of the Products. If different Products are required, we will consult with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may be entitled to a refund of all sums paid including, where applicable, the cost of the Job.
- 7.4 We will ensure that the work is performed with reasonable care and skill and to the satisfaction of the Property which is consistent with best trade practice.
- 7.5 Please note that, when performing the Plastering Services with reasonable care and skill, we cannot guarantee a consistent finish to the plaster is applied to the surfaces to which we are working. It may be possible to guarantee a consistent finish in some cases.
- 7.6 We will ensure that the work complies with relevant codes of practice that may apply from time to time.
- 7.7 We will properly document the results from Our provision of the Plastering Services.
- 7.8 Where a Job is to be carried out on a working day, the Plasterer 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 store all tools and materials only in the areas where work is being carried out and remove them from the Property at the end of each working day.

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

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We will use reasonable products those chosen by You for the Property (or relevant areas of the Property) the same Product categories and other relevant information from product catalogues and other sources. There may be minor technical changes to the Products in question. Product prices may vary due to non-availability of the Products. If different Products are required, we will consult with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may be entitled to a refund of all sums paid including, where applicable, the cost of the Job.

We will ensure that the work is performed with reasonable care and skill and to the satisfaction of the Property which is consistent with best trade practice.

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We will ensure that the work complies with relevant codes of practice that may apply from time to time.

We will properly document the results from Our provision of the Plastering Services.

Where a Job is to be carried out on a working day, the Plasterer 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 store all tools and materials only in the areas where work is being carried out and remove them from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are supplied by Us providing the Plastering Services, and You identify a fault in the Product or Product Category, You should inform Us using the contact details set out in clause 3.
- 8.2 Within the first 30 days of the start of the Job, You are 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 start of the Job, We will, at Our option, repair or replace the Product or, if a repair or replacement is not possible, refund the price of the Product.

If any Products are supplied by Us providing the Plastering Services, and You identify a fault in the Product or Product Category, You should inform Us using the contact details set out in clause 3.

Within the first 30 days of the start of the Job, You are entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

After the first 30 days of the start of the Job, We will, at Our option, repair or replace the Product or, if a repair or replacement is not possible, refund the price of the Product.

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is not practicable or repair or replacement is unsuccessful, You are entitled to a partial refund, You may keep the Product(s) at a reduced price. The refund shall be calculated as if the Product(s) had been purchased at a reduced price. The refund shall be calculated as if the Product(s) had been caused deliberately by Us, or as a result of Your failure to follow instructions given to You.

or replacement is unsuccessful, You may keep the Product(s) at a reduced price. The refund shall be calculated as if the Product(s) had been caused deliberately by Us, or as a result of Your failure to follow instructions given to You.

8.4 After the first six months from the date of purchase of the Product in question, You shall retain the ownership of it. You shall be entitled to a partial refund for up to six months from the date of purchase, the length of time 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 repair or replacement, 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 Plastering Services that has not been provided with reasonable skill and care, You are entitled to ask Us to repeat or fix the service free of charge.

Plastering 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 Plastering Services is of a high standard. However, there is a problem with the Plastering Services, You shall inform Us as soon as is reasonably practicable so that We can take steps to remedy problems with the Plastering Services to the maximum extent possible and practical.

ensure that Our provision of the Plastering Services is of a high standard. However, there is a problem with the Plastering Services, You shall inform Us as soon as is reasonably practicable so that We can take steps to remedy problems with the Plastering Services to the maximum extent possible and practical.

9.3 We will not charge You for the Plastering Services if the problems have been caused by incorrect or incomplete information or actions provided by You, or if the problems are caused by incorrect or incomplete information or actions provided by Us, or if the problems are caused by incorrect or incomplete information or actions provided by a third party. We may charge You for remedial work if the problems are caused by incorrect or incomplete information or actions provided by You.

problems under this Clause 9 where the problem is not caused by incorrect or incomplete information or actions provided by You, or if the problems are caused by incorrect or incomplete information or actions provided by Us, or if the problems are caused by incorrect or incomplete information or actions provided by a third party. We may charge You for remedial work if the problems are caused by incorrect or incomplete information or actions provided by You.

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, and we will support You in doing so. You should contact your local Citizens Advice Bureau or Trading Standards for more information.

rights with respect to the purchase of goods or services. We encourage You to exercise these rights, and we will support You in doing so. You should contact your local Citizens Advice Bureau or Trading Standards for more information.

9.5 If We do not perform the Plastering Services to the standard of performance that You have the right to expect, or if that is not possible or practicable due to the inconvenience to You, You have the right to a reduction in price.

es with reasonable skill and care, or if that is not possible or practicable due to the inconvenience to You, You have the right to a reduction in price.

9.6 If the Plastering Services do not meet the standard of performance that You have provided about, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You does not relate to the Plastering Services, You have the right to a reduction in price.

d in line with information that We have provided about, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You does not relate to the Plastering Services), You have the right to a reduction in price.

9.7 If for any reason We do not perform the Plastering Services in accordance with Your requirements, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You have provided about, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You does not relate to the Plastering Services, You have the right to a reduction in price. We will bear any and all costs of repeat performance. In cases where a partial refund is not possible or practicable due to the inconvenience to You, up to the full fees payable for the Plastering Services, may result in a full refund. A partial refund shall be issued without undue delay (and in any event within 14 days of the date on which We agree that a partial refund is possible) via the same payment method originally used by You, or an alternative method.

repeat the Plastering Services in accordance with Your requirements, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You have provided about, or if that is not possible or practicable due to the inconvenience to You, or if the Plastering Services do not meet the standard of performance that You does not relate to the Plastering Services), You have the right to a reduction in price. We will bear any and all costs of repeat performance. In cases where a partial refund is not possible or practicable due to the inconvenience to You, up to the full fees payable for the Plastering Services, may result in a full refund. A partial refund shall be issued without undue delay (and in any event within 14 days of the date on which We agree that a partial refund is possible) 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 or similar, You must obtain them before We begin to provide the services.
- 10.2 We may ask you to remove or repair any furniture, fixtures and fittings in the Property before We begin work. As You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that You have access to the Property at the Agreed Times to provide the services.
- 10.4 You may either give Us access to the Property or be present at the Agreed Times to provide the services. 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 services by failing to comply with any other provision in this Clause, and unless You have a good reason for this, We may charge You an additional fee as a result. We may also refuse to provide access to electrical outlets and a supply of hot and cold water.
- 10.6 You must ensure that there is a supply of hot and cold water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use your experience as a customer of Ours as a positive comment, We want to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on Our website at <insert website address>.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
 - 11.3.1 [In writing, to the attention of <insert name and/or position and/or department>]
 - 11.3.2 [By email, to <insert email address> at the attention of <insert name and/or position and/or department>]
 - 11.3.3 [Using Our complaints form, available on Our website at <insert website address>]
 - 11.3.4 [By telephone, to the number <insert number> (and choosing option <insert option number>)]

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
 - 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 Agreement (see Clause 15).
- 12.2 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 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 formation of the contract, at the end of 14 calendar days after the date the contract is formed.
- 13.2 If You wish to cancel the contract during the cooling off period, You should inform Us immediately (e.g. a letter sent by post, fax, or email to the postal address or email address specified in these Terms and Conditions 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 sufficient for You to send Your communication to Us of 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 the method used to make the payment, less any applicable charges. (including, but not limited to, the bank charges).
- 13.5 We will refund money to You by the same method used to make the payment, unless You have exercised the right to cancel. In any case, You will not incur any fees as a result of exercising the right to cancel.
- 13.6 We will process the refund as quickly as possible as a result of a cancellation without undue delay and, in any event, within a period of 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 normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).
 - 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You are notified of the right to cancel and return them;
 - 13.7.3 We may make a 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 is 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, the Job is completed;

13.8.2 If You cancel the Job after the Provision of the Plastering Services has begun, You will pay for the Plastering Services and any Products and Materials supplied to Us up until the point at which You wish to cancel;

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

13.8.3 The amount of the Deposit will be refunded to You in proportion to the full price of the Plastering Services already provided. Any Products and Materials already been paid for the Plastering Services will be refunded to You on this basis;

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

13.8.4 We will process the Deposit in any event within 14 calendar days after You wish to cancel;

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

13.9 Clause 14 applies to the 14 calendar day cooling off period;

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

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 Cooling Off Period has expired (or will expire) and more than <<e.g. 7 calendar days>> before the Start Date, and any other conditions of the Agreement are met, We will refund the Deposit, if applicable, as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.

14.1.1 If You cancel the Agreement after the Cooling Off Period has expired (or will expire) and more than <<e.g. 7 calendar days>> before the Start Date, and any other conditions of the Agreement are met, 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 Cooling Off Period has expired (or will expire) 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 of the Agreement, 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 already paid (or has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with the Agreement.

14.1.2 If You cancel the Agreement after the Cooling Off Period has expired (or will expire) 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 of the Agreement, 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 already paid (or has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with 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. We will inform You of such termination 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.

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. We will inform You of such termination 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 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

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

15.1.2 We enter into liquidation, administration 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 Plastering Services due to an event outside of Our control (see Clause 17).

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

15.2.1 You fail to meet your obligations as required under Clause 6 (this includes failure to pay Us interest on overdue sums under Clause 6.1);

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 provide Us with access to the Property or otherwise make it possible for Us or our Plasterer to provide the Plastering Services, and You do not contact Us to re-arrange the Plastering Services under Clause 10.5;

15.2.5 We have been unable to provide Plastering Services for more than <<insert period>> due to 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 Deposit, when provided, the Deposit will be returned to You as soon as is reasonably possible, and no later than 14 calendar days of the termination of the Agreement, less any reasonable costs We will incur as a result of your breaching the Agreement under 15.2.1, 15.2.2 or 15.2.5. We will terminate it under sub-Clauses 15.2.1, 15.2.2 or 15.2.5.

15.4.2 We have provided a refund of the sums due to You for Plastering Services that You have not yet paid for, and no refund due to You or, if no refund is due to You, You will be required to reimburse Us for those sums and You will be in breach with Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated, then:

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failure to follow any given by Us or the Plasterer.

18.6 Nothing in these Terms is intended to or will limit or exclude Our liability for death or fraudulent misrep

18.7 Nothing in these Terms is intended to or will limit Your legal rights as a Consumer or protection legislation. For more details of Your legal rights, contact your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Information

We will only use Your personal information in accordance with our <<insert document name, e.g. Privacy Notice>> available at <<insert URL>>.

20. Other Important Terms

20.1 We may from time to time amend these Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.

20.2 We may transfer (assign) all or part of our rights and obligations under the Agreement to a third party (this may occur if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.

20.3 You may not transfer or assign your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).

20.4 The Agreement is binding on You and is not intended to benefit any other person or third party. No person or party other than You will be entitled to enforce any provision of the Agreement.

20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the Agreement as a whole will not be affected.

20.6 No failure or delay by Us in exercising any rights under the Agreement or in enforcing any provision of the Agreement means that We or You will waive any subsequent breach of any provision of the Agreement or any other provision.

21. Regulations and Information

21.1 We are required by certain regulations (Information, Cancellation and Additional Charges) to ensure that certain information is given or made available to You before We make Our contract with You (i.e. before the Quotation and the Agreement has been signed) except where this information is already apparent from the context of the transaction. We will make it available to You before the Agreement is signed. All of that information will, as part of the terms of Our Agreement, be part of the terms of Our Agreement.

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tion and sign the Agreement, or
ut the Plastering Services,

n You as a Consumer.

22. Law and Jurisdiction

22.1 These Terms and
you and Us (wheth
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 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 with registration number <<Company Registration Number>> registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<insert Address>> (“the Trader”)]
- (2) <<Name of Customer>> of <<insert Address>> (“the Customer”)

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BACKGROUND:

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

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IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement includes the attached Terms and Conditions.
- 1.2 In this Agreement, the words and phrases used in bold letters 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, or have made available to You such information is already available to You:
 - 1.4.1 The main characteristics of the Plastering Services;
 - 1.4.2 Our identity and contact details;
 - 1.4.3 The total price for the Plastering Services including taxes or, if applicable, the Price Calculation Method, 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 Plastering 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 2004 (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 relating to the Plastering Services or this Agreement. You will be notified of the Plastering Services as a Consumer

ive to You about the Plastering Services into account when entering into any other decision about the terms of Our contract with You as

2. The Plastering Services

2.1 We will:

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

ices on the Start Date of <<insert

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

date>>;

2.1.3 provide the Plastering Services during 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 Plastering Services at the Property located at <<insert address>>;

the Property located at <<insert

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

accordance with the specification

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

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

2.3 The Products we supply for the Plastering Services are the products to be supplied in accordance with the specification referred to in Clause 2.2.

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 Quoted Sum (subject to changes in the Quoted Sum) broken down as follows:

sum>> for the Plastering 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 Plastering Services within the cooling off period and not to wait for the 14 day cooling off period referred to in Clause 13 of the Terms and Conditions.

Us to commence provision of the Plastering Services within the cooling off period and not to wait for the 14 day cooling off period referred to in Clause 13

4.2 You acknowledge that you have the right to cancel You will be liable to pay Us for the Plastering Services up until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and

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

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Conditions.

4.3 You acknowledge
Services are fully pe

right to cancel if the Plastering
lendar day cooling off period.

SIGNED for and on behalf of the T
<<Name and Title of person signi

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
my/our (delete as appropriate) contract

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

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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