

"Plasterer"

"Products"

"Property"

"Quotation"

"Quoted Fee"

"Start Date"

"Visit"

"We/Us/Our"

"You/Your"

- 1.2 Each reference in expression, include message,] fax, or o
- 1.3 Each reference to statute or provision
- 1.4 Each reference to " and Conditions.
- 1.5 Each reference to a Conditions.
- 1.6 The headings used and do not affect th
- 1.7 Words signifying the
- 1.8 References to any g
- 1.9 References to pe corporations.

2. Information about Us

- 2.1 We are a <<insert limited company etc
- 2.2 [We trade under th name>>.]

oyee who will be responsible for Services;

uired for the provision of the ich We will supply (if any) as nent;

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 arge;

n the Quotation which may e actual work undertaken as set

d We agree on for Us to start Services as specified in the

cheduled or otherwise, on which Property to provide the Plastering

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

f a statute is a reference to that a statute relevant time.

ons" is a reference to these Terms

to a schedule to these Terms and

nditions are for convenience only Ferms and Conditions.

lude the plural and vice versa.

her gender.

text otherwise requires, include

trader, partnership, LLP, private

name if different from company

- 2.3 [We are registered Registration Numbe
- 2.4 [Our registered offic
- 2.5 [Our main trading a 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 for internet etc.>>.
- 4.2 When placing an C required. Details re type of rooms in wh (e.g. wall, ceiling, s form containing pro set out in the Agree
- 4.3 Once the Order is send it to You eithe required Deposit (if
- 4.4 If We cannot accept
- 4.5 You may make cha
- 4.6 You may accept a 0 to Us within <<inse the Quotation.
- 4.7 When (but not before and You have paid Us will be created for for them. We will the in the Agreement in









tion>> under number <<Company

ce>>.] ss if different from registered office

.] uthorised self-certification scheme. /e use are also registered in this

llator(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,</pre>

, in detail, the Plastering Services on of the Property, the number and the type(s) of plasterwork required Ve will provide You with an order prmation.] [All such details will be

We will prepare a Quotation and ost. The Quotation will set out the Clauses 5 and 6).

rm you of this in writing.

otation before accepting it.

dating a copy of it and returning it ar days>> after the date We issue

the Quotation, signed and dated, inding contract between You and tering Services and for You to pay reement and complete any blanks ptation. 4.8 If you wish to chang Us and We will tel along with any ch accommodate the d acceptable to you, y

5. Deposit

- 5.1 At the time of accer calendar days>> the Products required in Deposit will be <<i confirm an Order un
- 5.2 If you cancel the Pla as set out in Clause

6. Fees and Payment

- 6.1 The Quoted Fee wi for the estimated Pr
- 6.2 We will, where reas Products) set out ir Products are requi keep any increases times, and will not p
- 6.3 If the price of Produ acceptance of the increase and of any the increase, You including, where ap
- 6.4 The Quoted Fee a changes, We will ac
- 6.5 We will invoice You
- 6.6 You must pay any receiving it.
- 6.7 We accept the follo
 - 6.7.1 <<insert met
 - 6.7.2 <<insert met
 - 6.7.3 <<insert met
 - 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

ting the Quotation, please contact change can be accommodated, able as a result. If we cannot the fees or other matters are not ance with Clause 13 and/or 14.

t more than <<insert period e.g. 7 the nature of the work and any equired to pay Us a Deposit. The the Quoted Fee>>. We will not ull.

y retain some or all of the Deposit

le for the Plastering Services and

ly the Products (and quantities of Agreement; however, if additional Final Fee to reflect this. We will Im, will keep You informed at all ement.

s during the period between Your Date, We will inform You of the Fee. If You do not wish to accept e a full refund of all sums paid

lusive of VAT. If the rate of VAT hat You must pay.

completed.

eriod e.g. 30 calendar days>> of

t: |>>'

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.

7. Plastering Services

- 7.1 We will provide the set out in the accept by agreement between the set of the set
- 7.2 [We may provide sl of the Job. Any su not intended to pro specific results.]
- 7.3 We will use reasona those chosen by Y Property (or relevar the same Produc catalogues and othe minor technical cha question. Product p due to non-availabi first, in advance o Products, You may where applicable, th
- 7.4 We will ensure tha care and skill and to practice.
- 7.5 Please note that, v reasonable care an the plaster is appliconsistent finish.
- 7.6 We will ensure tha apply from time to ti
- 7.7 We will properly di Plastering Services.
- 7.8 Where a Job is to la reasonably possible any disruption to Yo carried out. We wil areas where work is end of each working

8. Faulty Products

- 8.1 If any Products ar Services, and You the Product or Prod Us using the contact
- 8.2 Within the first 30 refund, to keep t replacement.
- 8.3 After the first 30 ca option, repair or rep



accordance with the specification Agreement (as may be amended e to time).

, or similar documents in advance or illustrative purposes only and is tion of the Job nor to guarantee

e that the Products We use match le, are consistent throughout the There may be slight variations to ferences between photographs, ducts themselves, or as a result of pact your use of the Product in If different Products are required them without consulting with You of wish to accept the alternative refund of all sums paid including,

s are performed with reasonable which is consistent with best trade

form the Plastering Services with cteristics of the surfaces to which ases be possible to guarantee a

evant codes of practice that may

results from Our provision of the

king day, the Plasterer will, where clean and tidy state and minimise f the Property while work is being ore all tools and materials only in ove them from the Property at the

e of Us providing the Plastering he or more of those Products or if ctly described, You should inform 3.

entitled, at Your option, to a full duced price, or to a repair or

e first six months, We will, at Our ucts or, if a repair or replacement

is not practicable of You are entitled to a a reduced price. The been caused delibe follow instructions g

8.4 After the first six mo the Product in que ownership of it. You refund for up to six long it can reasonal

9. Problems with Our Servic

- 9.1 If there is a probler not been provided v repeat or fix the ser
- 9.2 We always use re Plastering Services Plastering Services possible. We will Plastering Services
- 9.3 We will not charge problems have bee determine that a information or action remedial work.
- 9.4 As a consumer, Yo goods or services. exercising them, it Advice Bureau or T
- 9.5 If We do not perfor You have the right done within a reas right to a reduction
- 9.6 If the Plastering Se have provided about the performance or, if the inconvenience to Y does not relate to the right to a reduction in the provided about the performance of the p
- 9.7 If for any reason accordance with Yo We will bear any ar price reduction appl Job and, where You or partial refund. A any event within 14 You are entitled to originally used by Y



or replacement is unsuccessful, , You may keep the Product(s) at We can prove that the defect has ou, or as a result of Your failure to as included with the Product.

elops a fault, You must prove that me We supplied it and You took pair or replacement, or to a partial he nature of the Product and how

Plastering Services, i.e. they have skill, You are entitled to ask Us to uction if this is not possible.

hsure that Our provision of the ever, there is a problem with the form Us as soon as is reasonably to remedy problems with the ply possible and practical.

ms under this Clause 9 where the here nobody is at fault]. If We used by incorrect or incomplete y You, We may charge You for

ts with respect to the purchase of ur legal rights and guidance on You contact your local Citizens

es with reasonable skill and care, nance or, if that is not possible or nvenience to You, You have the

d in line with information that We ave the right to request repeat e within a reasonable time without ncerns information about Us that lastering Services), You have the

peat the Plastering Services in not charge You for the same and at performance. In cases where a up to the full fees payable for the ment(s) to Us, may result in a full ssued without undue delay (and in n the date on which We agree that via the same payment method n alternative method.

10. Your Obligations

- 10.1 If any consents, lid parties such as lan before We begin to
- 10.2 We may ask you to the Property before otherwise, this is Yo
- 10.3 You will ensure th Times to provide the
- 10.4 You may either give at the Agreed Time will be kept safely a
- 10.5 If You do not provid for Us to provide the provision in this Cla invoice you for any
- 10.6 You must ensure a supply of hot and co

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
- 11.3 If You wish to com contact Us in one of
 - 11.3.1 [In writing, department>
 - 11.3.2 [By email, department>
 - 11.3.3 [Using Our of form;]
 - 11.3.4 [By telephor <<insert nun

12. Changing the Start Date

- 12.1 If You ask Us to cha 12.1.1 We will, wh
 - You; 12.1.2 If it is not po
 - terminate the
- 12.2 If We ask You to ch



sions are needed from any third or similar, You must obtain them ervices.

n furniture, fixtures and fittings in s You and We specifically agree

cess the Property at the Agreed

teys to the Property or be present access. We promise that all keys erer.

the Property or make it impossible y failing to comply with any other e a good reason for this, We may ed as a result.

ccess to electrical outlets and a

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)>>.

of Your dealings with Us, please

t name and/or position and/or

t name and/or position and/or s>>;]

the instructions included with the

number>> [and choosing option

agree a revised Start Date with

Start Date either You or We may 15).

may either:

12.2.1 agree a revis 12.2.2 terminate the

13. Cancellation of Contract

- 13.1 Where the Agreem right to a "cooling o You and Us is form
 - 13.1.1 in relation to after the dat delivered in that you rece
 - 13.1.2 in relation to after the date
- 13.2 If You wish to canc inform Us immediat email to the postal Terms and Condition do not have to.
- 13.3 To meet the canc communication cor cancellation period
- 13.4 If You exercise this paid to the Us in Deposit, where app
- 13.5 We will refund more unless You have examples as a result
- 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 (an 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 provision day cooling off pel process.] By mak following:













9 15).

Period

premises", You have a statutory pegins once the contract between

, at the end of 14 calendar days are delivered. If the Products are ndar day period begins on the day and

s, at the end of 14 calendar days formed.

the cooling off period, You should (e.g. a letter sent by post, fax, or email address specified in these lodel Cancellation Form, but You

sufficient for You to send Your f the right to cancel before the

eceive a full refund of any amount (including, but not limited to, the

thod used to make the payment, e. In any case, You will not incur

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 es to begin within the 14 calendar ns a normal part of the ordering acknowledge and agree to the

- 13.8.1 If the Job is You will lose
- 13.8.2 If You cance has begun any Product at which You
- 13.8.3 The amount Plastering provided. A Services wil basis;
- 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 the second s
 - 14.1.1 If You cance expired (or v days>> befo and any othe event within
 - 14.1.2 If You cance expired (or days>> before applicable, a the cancella soon as is in days of cano of the Depose for the shore accordance
- 14.2 We may need to te unavailability of reo an event outside of We will inform You Deposit, if applicat possible, and in any

15. Termination

15.1 You may terminate Us written notice if:











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

ovision of the Plastering Services ay for the Plastering Services and d to Us supplied up until the point to cancel;

n proportion to the full price of the lal Plastering Services already ady been paid for the Plastering to deductions calculated on this

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

alendar day cooling off period has and more than <<e.g. 7 calendar I refund the Deposit, if applicable, is reasonably possible, and in any cellation.

alendar day cooling off period has and less than <<e.g. 7 calendar will retain from the Deposit, if nancial loss that We suffer due to balance of the Deposit to You as in any event within 14 calendar cial loss is more than the amount as been paid), We will invoice You required to make payment in

before the Start Date due to the rials, or due to the occurrence of If such cancellation is necessary, ably possible. We will refund the s paid as soon as is reasonably r days of termination.

ediate effect at any time by giving

- 15.1.1 We have bre to remedy t writing to do
- 15.1.2 We enter int over Our as
- 15.1.3 You and We elect to term
- 15.1.4 We are una outside of O
- 15.2 We may terminate notice if:
 - 15.2.1 You fail to n does not aff sub-Clause
 - 15.2.2 You have br to remedy t writing to do
 - 15.2.3 You and We Clause 12;
 - 15.2.4 You do not otherwise m Services, ar Plastering S
 - 15.2.5 We have be <<insert per Clause 17).
- 15.3 For the purposes considered 'materia terminating Party. I will be had to whe misunderstanding.
- 15.4 If at the termination
 - 15.4.1 You have m Deposit, whe provided, the possible, an notice. We r reasonable o your breakir 15.2.1, 15.2.
 - 15.4.2 We have pro the sums du refund is du required to n

16. Effects of Termination

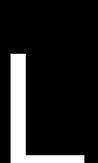
16.1 If the Agreement is

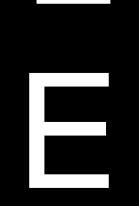












any material way and have failed ert period>> of You asking Us in

dministrator or receiver appointed

gree a revised Start Date or You er Clause 12;

tering Services due to an event

ediate effect by giving You written

as required under Clause 6 (this interest on overdue sums under

any material way and have failed ert period>> of Us asking You in

agree a revised Start Date under

with access to the Property or Plasterer to provide the Plastering to contact You to re-arrange the 10.5;

Plastering Services for more than event outside of Our control (see

reach of the Agreement will be trivial in its consequences to the ot a breach is material, no regard any accident, mishap, mistake or

(including, but not limited to, the astering 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

es that You have not yet paid for, any refund due to You or, if no for those sums and You will be nce with Clause 6.

h:

- 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 beyor not limited to: powe or other industrial explosion, flood, (threatened or actua preparations for wa that is beyond Our r
- 17.2 If any event descrit affect Our perform Conditions:
 - 17.2.1 We will infor
 - 17.2.2 Our obligation limits that W
 - 17.2.3 We will infor provide deta Services as

17.2.4 You or We n

18. Liability

- 18.1 We will be responsion suffer as a result of of Our negligence consequence of the Us when the Agree loss or damage that
- 18.2 We will maintain insurance.
- 18.3 We provide Plaster make no warranty commercial, busine to You for any loss any loss of busines
- 18.4 If We cause any da no additional cost to damage in or to Y Plastering Services
- 18.5 We are not liable for













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.

ay 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 tural disaster, or any other event

occurs that is likely to adversely igations under these Terms and

sonably possible;

t will be suspended and any time tended accordingly;

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

hent (see Clause 15).

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 Ve will not be responsible for any

surance including public liability

ic and private purposes only. We he Plastering Services are fit for of any kind. We will not be liable ss, interruption to business or for

/e will make good that damage at nsible for any pre-existing faults or nay discover while providing the

ou suffer which results from Your

failure to follow any

- 18.6 Nothing in these Te Our liability for deat or fraudulent misrer
- 18.7 Nothing in these Terrights as a Consur details of Your lega Trading Standards

19. How We Use Your Persor

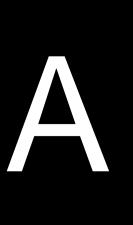
We will only use Your pers Privacy Notice>> available

20. Other Important Terms

- 20.1 We may from time You notice, but We as is reasonably po
- 20.2 We may transfer (a third party (this ma occurs We will infor be affected and Ou third party who will I
- 20.3 You may not tra Agreement without unreasonably withh
- 20.4 The Agreement is b person or third part enforce any provisio
- 20.5 If any provision of any competent auth validity of the oth Conditions and the
- 20.6 No failure or delay means that We or Y breach of any prov any subsequent bre

21. Regulations and Informat

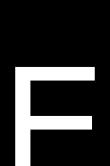
21.1 We are required by Additional Charges given or made avai with You (i.e. before been signed) exce context of the trans Agreement or Quot before the Agreem information will, as S











given by Us or the Plasterer.

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

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

n)

Our <<insert document name, e.g.

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

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

ligations and rights under the nission (such permission not to be

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 accept the Quotation. All of that ions, be part of the terms of Our

contract with You as

- 21.2 As required by the
 - 21.2.1 all of the info
 - 21.2.2 any other in Services, or when decidi when making

will be a part of the

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 co determined by your



-Clause 21.1; and

ive to You about the Plastering ess which you take into account tion and sign the Agreement, or ut the Plastering 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



day of

Country of Registration>> under e registered office is at] OR [of]

e Customer")

er clients and has reasonable skill,

vide the services specified below

es to the Customer, subject to the s Agreement.

erms and Conditions.

etters have the same meaning as

Us will be created when You and

have given or made available to here such information is already

ering Services;

ring Services including taxes or, if vance, the manner in which it will

formance, and the time by which form the Plastering Services;

BETWEEN:

- <<Name of Trader>> [a d (1) number <<Company Regi <<insert Address>> ("the T
- (2) <<Name of Customer>> of

BACKGROUND:

- (1) The Trader provides plaste knowledge, and expertise i
- (2) The Customer wishes to e ("the Plastering Services").
- (3) The Trader agrees to prov attached Terms and Condi

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement inc
- 1.2 In this Agreement, they have in the Tel
- 1.3 A legally binding co We sign this Agreer
- 1.4 We confirm and Yo You the following apparent from the c
 - 1.4.1 The main ch
 - 1.4.2 Our identity
 - 1.4.3 The total pri the Price ca be calculate
 - 1.4.4 The arrange (or within wh
 - 1.4.5 Our complai

- 1.4.6 The duration is of indeter conditions for
- 1.5 As required by the Additional Charges
 - 1.5.1 all of the info
 - 1.5.2 any other in Services or this Agreen Plastering S a Consumer

2. The Plastering 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 t 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 Q (subject to changes broken down as foll
 - 3.1.1 <<insert a bi
- 3.2 <<Insert full details

4. Waiver of Cooling Off Pe

- 4.1 By signing this Ag Plastering Services not to wait for the 1 of the Terms and C
- 4.2 You acknowledge t pay Us for the Plas inform Us of Your









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

(Information, Cancellation and

use 1.4; and

5

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

ices on the Start Date of <<insert

late>>;

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

the Property located at <<insert

accordance with the specification

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

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

specification from time to time.

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

able>>.

) as detailed in the Quotation>>.

Is to commence provision of the e within the cooling off period and off period referred to in Clause 13

ght to cancel You will be liable to d up until the point at which You ut in Clause 13 of the Terms and

Conditions.

4.3 You acknowledge Services are fully pe

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

Authorised Signature

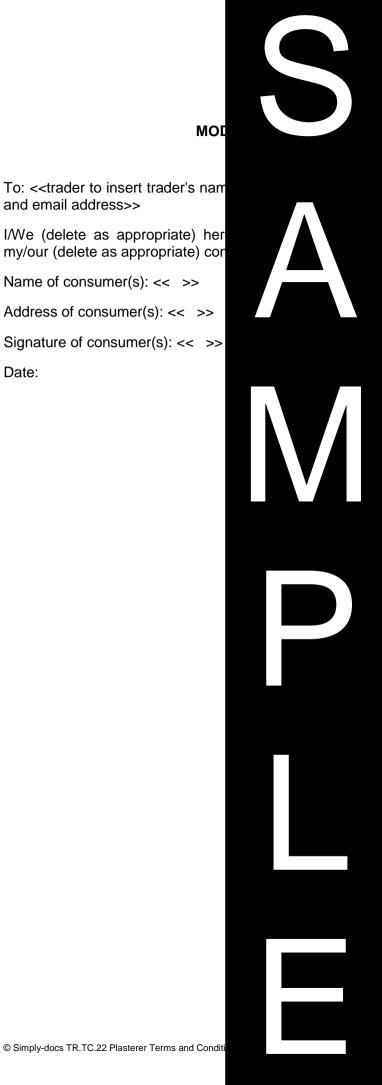
Date: _____

SIGNED by the Customer:

Signature

Date: _____

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



DRM

and, where available, fax number

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

© Simply-docs TR.TC.22 Plasterer Terms and Conditi

and email address>>

Date:

Name of consumer(s): << >>

Address of consumer(s): << >>