

BACKGROUND:

These Terms and Conditions are to apply to the provision of painting services by <<Insert Company or Trader>> to customers who require painting services to be provided and you understand and agree to them

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1. Definitions and Interpretation

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

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

“Agreed Times”

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

“Agreement”

to which You and We will enter if on. The Agreement will subject to, these Terms and hard form of Agreement is attached

“Business”

trade, craft, or profession carried person or organisation;

“Consumer”

as defined by the Consumer Rights in to these Terms and Conditions customer of the Trader who ces for their personal use and for nly outside the purposes of any

“Deposit”

may be required to pay in e 5;

“Final Fee”

sums You must pay, which will be ssued in accordance with Clause

“Job”

performance of the Painting

“Model Cancellation Form”

cancellation form attached as

“Order”

request for Us to provide the Painting Clause 4;

“Painting Services”

services We will provide as specified

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“Painter”

Employee who will be responsible for Services;

“Products”

Required for the provision of the Services. We will supply (if any) as specified in the Order;

“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 Services We will provide to You and the Quoted Fee;

“Quoted Fee”

The Fee specified in the Quotation which may differ from the actual work undertaken as set out in the Quotation;

“Start Date”

The Date We agree on for Us to start providing Services as specified in the Quotation;

“Visit”

The Date, Time and Location scheduled or otherwise, on which We will visit the Property to provide the Painting Services;

“We/Us/Our”

Includes all employees, agents, subcontractors and the Trader; and

“You/Your”

You is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to an expression, include [text message,] fax, or other electronic communication.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute as in force at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the meaning of these Terms and Conditions.
- 1.7 Words signifying the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons or corporations include partnerships, limited liability partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, and other legal entities.

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2. Information about Us

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

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

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

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

References to a schedule to these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and do not affect the meaning of these Terms and Conditions.

Words include the plural and vice versa.

References include the other gender.

References to persons or corporations, include partnerships, limited liability partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, and other legal entities.

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

[We trade under the trading name <<insert trading 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 name of authorised self-certification scheme>>. We will ensure that <<insert name of self-certification scheme>> use are also registered in this way.]
- 2.8 [We are regulated by <<insert name of regulator(s)>>.]
- 2.9 [We are a member of <<insert name of association(s) etc.>>.]
- 2.10 [<<Insert further information>>.]

3. Communication and Complaints

- 3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>> for complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Agreement). When contacting Us in writing You may use <<insert email address>> or <<insert address>>.
- 3.2.1 contact Us by <<insert email address>>; or
- 3.2.2 contact Us by <<insert name>>, <<insert address>>.

4. Orders

- 4.1 We accept orders for Painting Services by <<insert methods e.g. telephone, internet etc.>>.
- 4.2 When placing an Order, You must provide, in detail, the Painting Services required. Details required include: the location of the Property, the number and type of rooms which require Painting Services, the type(s) of painting required (e.g. emulsion, woodwork etc.) and any other details. You must provide us with an order form containing the above details. Such details will be set out in the Agreement.]
- 4.3 Once the Order is accepted, We will prepare a Quotation and send it to You either by <<insert method>> or by post. The Quotation will set out the cost of the Painting Services and any required Deposit (if applicable) in accordance with Clauses 5 and 6).
- 4.4 If We cannot accept an Order, We will inform you of this in writing.
- 4.5 You may make changes to an Order only if you contact us with your 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 Painting Services and for You to pay for them. We will then issue the Agreement and complete any blanks in the Agreement in accordance with the Quotation.

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

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

5. Deposit

5.1 At the time of acceptance of the Quotation, you shall pay Us a deposit of not more than <<insert period e.g. 7 calendar days>> the nature of the work and any specialist Products you may be required to pay Us a deposit of not more than e.g. 25% of the Quoted Fee>>. We will not confirm the Quotation until the deposit is paid in full.

At the time of acceptance of the Quotation, you shall pay Us a deposit of not more than <<insert period e.g. 7 calendar days>> the nature of the work and any specialist Products you may be required to pay Us a deposit of not more than e.g. 25% of the Quoted Fee>>. We will not confirm the Quotation until the deposit is paid in full.

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

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

6. Fees and Payment

6.1 The Quoted Fee will be payable for the Painting Services and for the estimated Products.

The Quoted Fee will be payable for the Painting 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 under review, and will not provide a Final Fee until the end of the Project.

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 under review, and will not provide a Final Fee until the end of the Project.

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 shall pay Us 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 shall pay Us 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 shall pay Us the Quoted Fee plus the applicable rate of VAT that You must pay.

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

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

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

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

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

6.7 We accept the following methods of payment:

We accept the following methods of payment:

6.7.1 <<insert method of payment>>;

<<insert method of payment>>;

6.7.2 <<insert method of payment>>;

<<insert method of payment>>;

6.7.3 <<insert method of payment>>;

<<insert method of payment>>;

6.7.4 <<insert other method of payment>>.

<<insert other method of payment>>.

6.8 If You do not pay any invoice within the period e.g. 30 calendar days>> of the Date, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether or not an invoice has been issued.

If You do not pay any invoice within the period e.g. 30 calendar days>> of the Date, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate of <<insert name of bank>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether or not an invoice has been issued.

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

If You have promptly paid any invoice in good faith, We will not charge interest on the sum paid.

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7. Painting Services

- 7.1 We will provide the work set out in the accepted agreement between us.
- 7.2 [We may provide samples of the Job. Any samples are for illustrative purposes only and are not intended to provide specific results.]
- 7.3 We will use reasonable products those chosen by You for the Property (or relevant part of the Property) or relevant to the same Product category in the same Product catalogues and other relevant documents, subject to minor technical changes for practical reasons. Product substitutions due to non-availability of the original Product must be made first, in advance of the start of the Job. If alternative Products, You may be required to accept them where applicable, the Product is not available and the Product is not suitable for the Job.
- 7.4 We will ensure that the work is performed with reasonable care and skill and to a standard which is consistent with best trade practice.
- 7.5 We will ensure that the work complies with all relevant codes of practice that may apply from time to time.
- 7.6 We will properly direct and supervise the work of the Painting Services.
- 7.7 Where a Job is to be carried out on a working day, the Painter will, where reasonably possible, ensure a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in the areas where work is being carried out and removed from the Property at the end of each working day.

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

samples, or similar documents in advance of the start of the Job for illustrative purposes only and is not intended to provide specific results of the Job nor to guarantee the quality of the Job.

We warrant that the Products We use match the samples, are consistent throughout the Job. There may be slight variations to the samples due to differences between photographs, the Products themselves, or as a result of lighting. We will endeavour to ensure that the Products do not impact your use of the Product in any way. If different Products are required for the Job, we will consult with You before substituting them without consulting with You. You may not wish to accept the alternative Product. If You do not wish to accept the alternative Product, we will refund of all sums paid including, but not limited to, the cost of the Product and the cost of the work performed with reasonable care and skill and to a standard which is consistent with best trade practice.

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

We will properly direct and supervise the work of the Painting Services.

working day, the Painter will, where reasonably possible, ensure a clean and tidy state and minimise any disruption to You. We will ensure that all tools and materials are stored in the areas where work is being carried out and removed from the Property at the end of each working day.

8. Faulty Products

- 8.1 If any Products are found to be faulty within the first 30 days of Us providing the Painting Services, and You have not accepted 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 Us providing the Painting Services, if 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 Us providing the Painting Services, if You are entitled, at Your option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement, and the Product is not practicable or it is not possible to repair or replace the Product, You are entitled to a full refund, to keep the Product at a reduced price. This is subject to Us proving that the defect has not been caused deliberately by You, or as a result of Your failure to follow instructions given to You in the Product literature.

use of Us providing the Painting Services, and You have not accepted the Product or Product category, You should inform Us using the contact details set out in clause 3.

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

the first six months, We will, at Our option, to a full refund, to keep the Product at a reduced price, or to a repair or replacement. If a repair or replacement is unsuccessful, and the Product is not practicable or it is not possible to repair or replace the Product, You may keep the Product(s) at a reduced price. This is subject to Us proving that the defect has not been caused deliberately by You, or as a result of Your failure to follow instructions given to You in the Product literature.

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8.4 After the first six months of the Product in question, if you do not have ownership of it. You are entitled to a refund for up to six months, depending on how long it can reasonably be expected to last.

develops a fault, You must prove that the Product was in good condition at 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 Painting 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.

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

that Our provision of the Painting Services is a problem with the Painting 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.

9.3 We will not charge You for any problems under this Clause 9 where the problems have been caused by information or actions provided by You, or by incorrect or incomplete information or actions provided by You, We may charge You for remedial work.

problems under this Clause 9 where the problems have been caused by information or actions provided by You, or by incorrect or incomplete information or actions provided by You, We may charge You for remedial work.

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

rights with respect to the purchase of goods or services. We encourage You to exercise them, including contacting Your local Citizens Advice Bureau or Trading Standards for advice.

9.5 If We do not perform the Painting Services with reasonable skill and care, You have the right to request a reduction in price within a reasonable time after the Painting Services are completed.

with reasonable skill and care, You have the right to request a reduction in price within a reasonable time after the Painting Services are completed.

9.6 If the Painting Services do not meet the performance or, if the performance is not to Your satisfaction, You have the right to request a reduction in price within a reasonable time after the Painting Services are completed.

in line with information that We have provided about the Painting Services, You have the right to request repeat or fix the service free of charge within a reasonable time without charge to You. If there are concerns information about Us that relate to the Painting Services, You have the right to a reduction in price.

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

repeat the Painting Services in accordance with Your request, We will not charge You for the same and You will be entitled to a price reduction applied to the Painting Services up to the full fees payable for the Painting Services, You may be entitled to a full refund or partial refund. Any refund issued without undue delay (and in any event within 14 days of the date on which We agree that You are entitled to a refund) via the same payment method originally used by You or an alternative method.

10. Your Obligations

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10.1 If any consents, licences or permissions are needed from any third parties such as landlords or similar, You must obtain them before We begin to provide the Painting Services.

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

10.2 We may ask you to protect or move any furniture, fixtures and fittings in the room to be painted.

in furniture, fixtures and fittings in the room to be painted.

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the Property before
otherwise, this is Yo

s You and We specifically agree

10.3 You will ensure that
to provide the Paint

the Property at the Agreed Times

10.4 You may either give
the Agreed Times to
kept safely and sec
will always require y

ys to the Property or be present at
s. We promise that all keys will be
some cases, the nature of the work

10.5 If You do not provid
for Us to provide t
provision in this Cla
invoice you for any

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

10.6 [You must ensure th
of hot and cold runn

s to electrical outlets and a supply

11. Complaints and Feedback

11.1 We always welcom
all reasonable ende
Ours is a positive c
any cause for comp

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

11.2 All complaints are h
and procedure, ava

with Our complaints handling policy
ion(s)>>.

11.3 If You wish to com
contact Us in one of

of Your dealings with Us, please

11.3.1 [In writing,
department>

t name and/or position and/or

11.3.2 [By email,
department>

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

11.3.3 [Using Our c
form;]

g the instructions included with the

11.3.4 [By telephon
<<insert num

e number>> [and choosing option

12. Changing the Start Date

12.1 If You ask Us to cha

12.1.1 We will, wh
You;

agree a revised Start Date with

12.1.2 If it is not po
terminate the

Start Date either You or We may
e 15).

12.2 If We ask You to ch

may either:

12.2.1 agree a revis

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12.2.2 terminate the

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13. Cancellation of Contract

13.1 Where the Agreement gives You a right to a “cooling off period” after the date on which You and Us is formed

13.1.1 in relation to the Products, at the end of 14 calendar days after the date on which the Products are delivered in full to You, if the Products are delivered in full to You on the day that you receive them;

13.1.2 in relation to the Job, at the end of 14 calendar days after the date on which the Job is completed.

13.2 If You wish to cancel the Agreement during the cooling off period, You should inform Us immediately by email to the postal address or email address specified in these Terms and Conditions, or by using the Model Cancellation Form, but You do not have to.

13.3 To meet the cancellation period, Your communication concerning cancellation must be received by Us within the cancellation period.

13.4 If You exercise this right to cancel, we will refund to You any amount paid to the Us in respect of the Deposit, where applicable.

13.5 We will refund money to You by the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancellation.

13.6 We will process the refund as quickly as possible without undue delay and, in any event, within 14 calendar days 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 receive the refund;

13.7.3 We may make a deduction from the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

13.7.4 Please also note that if the Products become inseparably mixed with other goods, they cannot be returned.

13.8 If the Start Date falls within the cooling off period, You must make an express request for provision of the Job to begin within the 14 calendar day cooling off period. [This request is a normal part of the ordering process.] By making such a request, You acknowledge and agree to the following:

13.8.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel the Agreement; if the Job is not completed, the Job is completed;

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Period

“cooling off period” after the date on which the Agreement is formed begins once the contract between You and Us is formed.

at the end of 14 calendar days after the date on which the Products are delivered in full to You, if the Products are delivered in full to You on the day that you receive them;

at the end of 14 calendar days after the date on which the Job is completed.

during the cooling off period, You should inform Us immediately by email to the postal address or email address specified in these Terms and Conditions, or by using the Model Cancellation Form, but You do not have to.

sufficient for You to send Your communication concerning cancellation by Us within the cancellation period.

receive a full refund of any amount paid to the Us in respect of the Deposit, where applicable.

method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of cancellation.

as quickly as possible without undue delay and, in any event, within 14 calendar days on which We are notified of the cancellation.

to Products:

ert 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);

within 14 calendar days of the day on which You receive the refund;

the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

t become inseparably mixed with other goods, they cannot be returned.

period, You must make an express request for provision of the Job to begin within the 14 calendar day cooling off period. [This request is a normal part of the ordering process.] By making such a request, You acknowledge and agree to the following:

4 calendar day cooling off period, You will lose the right to cancel the Agreement; if the Job is not completed, the Job is completed;

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13.8.2 If You cancel the Agreement after the provision of the Painting Services has begun You will pay for the Painting Services and any Products and Services supplied up until the point at which You cancel;

provision of the Painting Services has begun You will pay for the Painting Services and any Products and Services supplied up until the point at which You cancel;

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

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

13.8.4 We will process Your refund within <<insert normal refund period>> and in any event within <<insert number of days>> after You inform Us of Your wish to cancel.

We will process Your refund within <<insert normal refund period>> and in any event within <<insert number of days>> after You inform Us of Your wish to cancel.

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

Clause 14 applies to the Agreement after the 14 calendar day cooling off period.

14. Cancellation Outside of the Cooling Off Period

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14.1 In addition to Your right to cancel the Agreement during the cooling off period, the following applies to the Agreement after the cooling off period and before the start of the 14 calendar day cooling off period:

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 of the 14 calendar day cooling off period:

14.1.1 If You cancel the Agreement after the cooling off period has expired (or <<insert number of days>> before the start of the cooling off period) and any other event within the cooling off period has occurred, We will refund the Deposit, if applicable, as soon as is reasonably possible, and in any event within <<insert number of days>> of cancellation.

If You cancel the Agreement after the cooling off period has expired (or <<insert number of days>> before the start of the cooling off period) and any other event within the cooling off period has occurred, We will refund the Deposit, if applicable, as soon as is reasonably possible, and in any event within <<insert number of days>> of cancellation.

14.1.2 If You cancel the Agreement after the cooling off period has expired (or <<insert number of days>> before the start of the cooling off period) and any other event within the cooling off period has occurred, We will retain from the Deposit, if applicable, an amount representing the financial loss that We suffer due to the cancellation, and we will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit (or the amount that has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with the terms of the Agreement.

If You cancel the Agreement after the cooling off period has expired (or <<insert number of days>> before the start of the cooling off period) and any other event within the cooling off period has occurred, We will retain from the Deposit, if applicable, an amount representing the financial loss that We suffer due to the cancellation, and we will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit (or the amount that has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with the terms of the Agreement.

14.2 We may need to terminate the Agreement before the Start Date due to the unavailability of resources, or due to the occurrence of an event outside of our control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, as soon as is reasonably possible, and in any event within <<insert number of days>> of termination.

We may need to terminate the Agreement before the Start Date due to the unavailability of resources, or due to the occurrence of an event outside of our control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, as soon as is reasonably possible, and in any event within <<insert number of 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:

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

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

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

15.1.2 We enter into liquidation, or an administrator or receiver is appointed over Our assets;

We enter into liquidation, or an administrator or receiver is appointed over Our assets;

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15.1.3 You and We agree a revised Start Date or You elect to terminate under Clause 12;

15.1.4 We are unable to provide Painting Services due to an event outside of Our control

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

15.2.1 You fail to remedy the breach as required under Clause 6 (this does not affect Our right to claim interest on overdue sums under sub-Clause 6.2)

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

15.2.3 You and We agree a revised Start Date under Clause 12;

15.2.4 You do not provide access to the Property or otherwise make it impossible for Us to provide the Painting Services, and We have been unable to ask You to re-arrange the Painting Services under Clause 12;

15.2.5 We have been unable to provide the Painting 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 is not a breach if 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 the Deposit, when provided, the Deposit will be refunded to You as soon as is reasonably possible, and no later than 14 calendar days of the termination of the Agreement. We may charge You a reasonable amount for the costs We will incur as a result of your breaching the Agreement under sub-Clauses 15.2.1, 15.2.2, 15.2.4 or 15.2.5.

15.4.2 We have provided a refund of sums due to You, or if no refund is due, We will provide a refund of sums and You will be required to make payment of sums due to Us under Clause 6.

16. Effects of Termination

16.1 If the Agreement is terminated:

16.1.1 Any Clauses of the Agreement, in so far as they or by their nature, relate to the period after termination of the Agreement will remain in full force and effect.

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16.1.2 Termination
remedy which
the Agreement

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

17. Events Outside of Our Control

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

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

17.2 If any event described
affect Our performance
Conditions:

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

17.2.1 We will inform

sonably possible;

17.2.2 Our obligations
limits that We

it will be suspended and any time
tended accordingly;

17.2.3 We will inform
provide details
Services as

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

17.2.4 You or We may

ment (see Clause 15).

18. Liability

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

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

18.2 We will maintain
insurance.

urance including public liability

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

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

18.4 If We cause any damage
no additional cost to
damage in or to Your
Painting Services.

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

18.5 We are not liable for
failure to follow any

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

18.6 Nothing in these Terms
Our liability for death

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

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

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

19. How We Use Your Personal Information

We will only use Your pers
Privacy Notice>> available

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

20. Other Important Terms

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

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

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

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

20.3 You may not tra
Agreement without
unreasonably with

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

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

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

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

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

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

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

21. Regulations and Information

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

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

21.2 As required by the F
21.2.1 all of the info

o-Clause 21.1; and

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

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

22. Law and Jurisdiction

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

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

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

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

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THIS AGREEMENT

day of

BETWEEN:

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of <<insert Address>> ("the Trader")]
- (2) <<Name of Customer>> of <<Country of Customer>> ("the Customer")

BACKGROUND:

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

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement includes the attached Terms and Conditions.
- 1.2 In this Agreement, the terms defined in the attached Terms and Conditions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
 - 1.4.1 The main characteristics of the Painting Services;
 - 1.4.2 Our identity;
 - 1.4.3 The total price of the Painting Services including taxes or, if applicable, the Price can be calculated in advance, the manner in which it will be calculated;
 - 1.4.4 The arrangements for the performance, and the time by which we will perform the Painting 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 and Additional Charges) Regulations 2004, We will provide You with the following information (Information, Cancellation and Additional Charges) (Information, Cancellation and Additional Charges):

(Information, Cancellation and Additional Charges):

1.5.1 all of the information referred to in clause 1.4; and

clause 1.4; and

1.5.2 any other information that We are required to give to You about the Painting Services or the Terms and Conditions of this Agreement, and which may affect Your decision to accept the Painting Services with Us as a Consumer.

give to You about the Painting Services or the Terms and Conditions of this Agreement, and which may affect Your decision to accept the Painting Services with Us as a Consumer.

2. The Painting Services

2.1 We will:

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

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

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

<<insert date>>;

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

during the Agreed Times of <<insert times>> or such other times as We may agree in writing;

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

at the Property located at <<insert address>>;

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

in accordance with the specification referred to in clause 2.2.

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

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

2.3 The Products we supply are the Products specified in the attached specification to be supplied in accordance with the specification referred to in clause 2.2.

are the Products specified in the attached specification to be supplied in accordance with the specification referred to in clause 2.2.

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

<<insert sum>> for the Painting Services (sum) (subject to changes in the Quoted Price) and Conditions). This sum may be broken down as follows:

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

<<insert variable>>.

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

<<insert amount >> <<insert variable>> as detailed in the Quotation>>.

4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Painting Services in accordance with the Terms and Conditions to expire.

to commence provision of the Painting Services in accordance with the Terms and Conditions to expire.

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

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

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4.3 You acknowledge that the Painting Services are fully performed

and you agree not to cancel if the Painting Services are fully performed during the 14 day cooling off period.

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

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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To: <<trader to insert trader's name and email address>>

and, where available, fax number

I/We (delete as appropriate) hereby
my/our (delete as appropriate) confirm

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

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

A

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