

QUOTATION TERMS AND CONDITIONS

1. Application

1.1 We are quoting on the assumption that You are a "Consumer" as defined in Clause 3 below.
1.2 You may only accept the quotation if You are a "Consumer". If You are not a "Consumer", the quotation will not be valid. In that case, please let Us know as soon as possible so that we can provide a quotation for You as a non-"Consumer".
1.3 These Terms and Conditions apply to the supply of the services ("Services") by <<insert business / trading name>> registered in <<insert country of registration>> under number <<insert company registration number>> whose registered office is at [Our address] ("Us/We/Our") to you as a Consumer ("You"). No other terms and conditions will apply unless We and You agree in writing that they do.

2. Information

2.1 We are required by the Regulations (as defined in Clause 3.2) to ensure that certain information is given or made available to You as a Consumer before We make our contract with You (i.e. before you accept the quotation) except where that information is already apparent from the transaction. We have included the information itself either in the Terms and Conditions for You to see now, or We will ensure that it is made available to You before You accept the quotation.
2.2 All of that required information, and any other information about the Services or Ourselves which You take into account when accepting the quotation or when making any other decision about the Services, will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

3. Interpretation

3.1 A "Consumer" means a consumer as defined in the Consumer Rights Act 2015. In relation to these Terms and Conditions, it means Our customer who is an individual and who receives the Services for the customer's own use and for purposes wholly or mainly outside the purposes of any business.
3.2 A "Business" means any business, trade, craft, or profession carried on by You or any other person/organisation.
3.3 The "Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
3.4 A "business day" means any day other than a Saturday, Sunday or public holiday.
3.5 The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
3.6 Words signifying the singular will include the plural and vice-versa.

4. Services

4.1 From the commencement date stated in the quotation and subject to payment of the Fees, We shall provide the Services to You.
4.2 We shall use reasonable care and skill in carrying out the Services and shall comply with any and all relevant codes of practice.
4.3 We shall use Our reasonable endeavours to complete the Services by the time stated in the quotation. However, that time is only Our estimate of the time needed, and if We take longer than estimated, and it is not a reasonable time in all of the circumstances (including delay due to force majeure (see Clause 13 below), We will allow You an appropriate extension of the Fees.
4.4 We shall not be liable for any delay or non-completion of the Services.

5. Your Obligations

If We need information, materials, consents or other things in order to provide the Services, You will need to provide them to Us or give access to them, and if You do not, We will not be liable to You if We do not provide the Services due to Your failure to comply with this Clause.

6. Fees [and Deposit]

6.1 You shall pay Us the fees ("Fees") set out in the quotation for the Services.
6.2 In addition to the Fees, You shall pay Us reasonable incidental charges for materials We use and for goods and / or services supplied by third parties that We need to use to provide the Services.
6.3 You shall pay Us for any additional service provided by Us in accordance with the quotation either at Our <<e.g. daily / hourly>> rate for that service or at another rate if We agree a rate with You. Sub-Clause 6.2 also applies to those additional services.
6.4 Fees stated are inclusive of any applicable VAT and other taxes which are imposed or charged by any competent authority.
6.5 You shall pay Us a deposit ("Deposit") as stated in the quotation at the time You accept the quotation or within <<insert period>> after the quotation date.
6.6 If You do not pay the Deposit to Us as stated by sub-Clause 6.5, We shall not be bound by contract by You, and We will then be entitled to cancel the Services until You pay it or, if We decide to do so, We will provide the Services and terminate Our contract with You under Clause 10.3.3. Payment of a Deposit shall be part payment of Fees. We shall not be liable for any delay or non-completion of the Services.
6.7 Payment of a Deposit shall be part payment of Fees. We shall not be liable for any delay or non-completion of the Services.

7. Quotation, Contract and Variation

7.1 Your enquiry/order for the Services is an offer to purchase the Services. Our quotation is Our response to Your enquiry/order but the quotation is not an acceptance by Us of Your enquiry/order.
7.2 Our quotation We give to You is Our contractual offer to provide the Services to You. Your acceptance of the quotation will be Your confirmation of the quotation as a Consumer, and You may not accept it if You are not a Consumer and when You accept that offer in writing, it will be Your and Our acceptance of the quotation and these Terms and Conditions, and there will be a time that You accept the quotation) be a legally binding contract between You and Us on those Terms and Conditions for Us to provide the Services in accordance with the quotation.
7.3 You may not validly accept the quotation within <<insert period e.g. 30 days>> of the date of the quotation but You may not do so if, before You have accepted the quotation, We tell you in writing that We are withdrawing it.
7.4 If You do not wish to proceed with Your enquiry/order for any reason, You may withdraw the quotation and You may cancel or withdraw Your enquiry/order if You have not yet accepted (or have rejected) the quotation.
7.5 If You wish to vary any details of the Services, You must tell Us in writing before we accept the quotation. We shall tell you of any addition to the Fees that will be charged for the changes and will make the changes if We reasonably can do so. You and We agree the changes and the addition (if any) to the Fees for the Services be varied and We will then invoice You for the Fees (if any) agreed.
7.6 In the event, due to circumstances beyond Our control, We have to make changes to the Services or the arrangements relating to the provision of the Services, We shall immediately tell You. We shall keep any such changes to a minimum and will not increase the Fees, and We will try to ensure that the changes are of no real significance to You. However, if the changes will be of significance to You, You may cancel the Services as from the time We tell You the changes will come into effect and You will not be liable for the Fees for any period after that time. We will not be liable to You if You cancel the Services for any reason other than the changes to the Services if it exceeds the Fees You have paid or are payable under the quotation for the period up to the date the changes come into effect.
7.7 You may accept the quotation (see sub-Clauses 7.2 and 7.3), We shall then invoice You for the Fees either (a) when We complete the Services (if We do not set out any invoice date/s in the quotation); or (b) on the invoice date set out [an] invoice date/s in the quotation.
7.8 You shall pay Us the Fees within <<insert period>> after the invoice date, unless We and You have agreed any other time/s or period/s for payment.
7.9 You shall not pay Fees on time (as required by sub-Clause 8.2), We may, at Our discretion, reserve our right to later terminate under sub-Clause 10.3.3) charge interest on any outstanding amount on a daily basis at the rate of <<insert percentage>>% above the <<insert bank name>> base rate from time to time on any amount outstanding until You make payment in full.
7.10 We shall provide You a receipt for any payment only if You ask Us for a receipt.
7.11 You shall make all payments in <<insert currency>> unless We and You agree otherwise in writing to some other currency.
7.12 We shall not be acting as an agent for the provision of the Services.
7.13 We shall not [not] sub-contract provision of any or all of the Services [unless otherwise agreed in writing].
7.14 We shall not sub-contract the provision of any or all of the Services, We shall ensure that any and all sub-contractors are reasonably skilled in the provision of the Services. We may not pass on to You any additional charges We incur for the use of any sub-contractor/s.]
7.15 Our contract with You on the Services.
7.16 Our contract with You is not made on Our premises, the following cancellation rights, and those rights will be the rights You have under the law and the rights We have given You under these Terms and Conditions:
7.17 You may cancel any of the Services during the 14 day period after You accept the quotation, but if the quotation includes any Services which are provided on any date/s falling before the end of that 14 day period, You expressly request Us to provide those Services and We do not cancel the Services to be provided in that 14 day period, and for them as required by these Terms and Conditions. You may cancel any Services covered by the quotation during the 14 day period after the end of that 14 day period; or
7.18 You may cancel any Services which You have not requested Us to provide in that 14 day period.
7.19 If the Services covered by the quotation have been fully provided during the 14 day period, You will lose the right to cancel those Services.
7.20 You shall be allowed by the Regulations (and this sub-Clause 10.1), You may cancel the Services to be provided are to be cancelled by You, You must do so in any way convenient to You.
7.21 You may cancel as allowed as above, and You have already made any payment for the Services, We will refund the payment(s) to You within 14 days of receiving Your cancellation less any amount due for those Services already provided to You, and You will not have any liability to Us for the cancellation except to pay for them as set out in sub-Clause 10.3.3.

QUOTATION TERMS AND CONDITIONS

10.2 If the right to cancel under the Regulations is available to You (as set out in sub-Clause 10.1), *You may choose to use either that right or, if the circumstances apply, the following rights instead.* If the right to cancel under the Regulations is not or is no longer available, You may instead use the following rights where applicable as follows. You may terminate the Services and the contract at any time:

10.2.1 immediately if We fail to provide or We delay in providing the Services if that failure or delay is a breach of either these Terms and Conditions or of any requirement of the Consumer Rights Act 2015 or any other applicable legislation. In that case we shall refund to You any deposit or other amount that You have paid us, and You shall be liable to Us for any Fees or other amount in respect of any Services that we have provided or have yet to provide. We will be liable to You for any breach, subject to Clause 12; or

10.2.2 without any reason, if You give Us at least <<insert period of 14 more days>> prior notice, and sub-Clause 10.4 will then apply; or

10.2.3 without any reason and without notice, and sub-Clause 10.4 will then apply, and, *in addition*, You will be liable to Us for the amount of the net financial loss that We suffer due to Your termination but not more than <<insert percentage>>% of the total price of the Services covered by this quotation.

Sub-Clause 7.6 also contains a right for You to cancel the Services in the circumstances set out there.

10.3 We may terminate provision of the Services and the contract immediately, and sub-Clause 10.4 will then apply, if:

10.3.1 You commit a serious breach of Your obligations under these Terms and Conditions; or

10.3.2 You are or become the subject of a bankruptcy or insolvency arrangement or the advantage of any other statutory provision for the relief of insolvent debtors; or

10.3.3 You do not pay Us all or any Fees or deposit or other amount payable on time (even if We have previously charged You in respect of the Services under sub-Clause 6.3) and We have given You at least 14 days prior notice of our intention to terminate; or

10.3.4 We find that you are not a Consumer.

10.4 On termination under any of sub-Clauses 10.2.2, 10.2.3, or 10.3, the amount payable by You up to the date of termination as follows: if the Services are an ongoing service to be provided over a period ending on the date of that termination, or where only part of the Services have been provided by that date, Fees will be payable if the Services which have been provided are of benefit to you although incomplete, and the amount payable will be based on the Fee rate or in proportion to the total price. If sub-Clause 10.2.3 applies, note that an additional amount may be payable under sub-Clause 10.2.1.

10.5 If You are liable to Us under this Clause 10 for any amount, we shall take that amount from any deposit that we hold and shall return any balance to you. However, if the deposit that We take is less than Your liability, we shall pay Us the difference.

11. Intellectual Property

We reserve all copyright and any other intellectual property rights in the Services which may subsist in anything We create, use, or provide in connection with the provision of the Services. We reserve the right to take any action that is appropriate to restrain or prevent the infringement of such intellectual property rights. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

12. Liability and Consumer Rights

12.1 We will be responsible for any foreseeable loss or damage suffered by you as a result of Our breach of these Terms and Conditions or Our negligence. Loss or damage is foreseeable if it is a direct consequence of Our breach or negligence or if it is contemplated by Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We provide Services to You only for Your personal use/purposes. We make no warranty or representation that products, goods or materials that We provide to You are fit for commercial, industrial, trade, craft or professional purposes of any kind (including but not limited to). We will not be liable to You for any loss of profit, loss of business or for any loss of business opportunity.

12.3 Nothing in these Terms and Conditions is intended to or will limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraudulent misrepresentation.

12.4 Furthermore, If you are a Consumer, either as defined in the Consumer Rights Act 2015 or for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions shall to or will exclude, limit, prejudice, or otherwise affect any of the rights, or obligations to You, or Your rights or remedies, or Our liabilities under the Consumer Rights Act 2015, the Regulations, or any other applicable consumer protection legislation, as that legislation may be amended from time to time. All such duties, obligations, rights and liabilities under such legislation are in addition to those

Conditions.

For details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

Information

The information that We may use will be collected, processed, and stored in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For details of Our collection, processing, storage, and retention of personal data, including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to the Privacy Notice available from <<insert location>>

Force majeure

We or You ("first party") will be liable to the other for any failure or delay in performing obligations where the failure or delay is due to a cause outside the first party's reasonable control ("Force Majeure"). In that case the failure or delay will not be a failure or delay contrary to these Terms and Conditions and the quotation.

Communications

Our communications with you or other communications from You or Us under these Terms and Conditions must be in writing.

Our communications will be valid and effective if sent by email or pre-paid post to the email or postal address of, as the case may be, You or Us, which is set out in the quotation.

Waiver

A failure or delay by Us or You in exercising any rights under these Terms and Conditions does not mean that We or You have waived that right, and no waiver of a breach of any provision of these Terms and Conditions shall constitute a waiver or You will waive any subsequent breach of the same or any other provision.

Entire agreement

The entire agreement between you and Us in connection with these Terms and Conditions is held by any competent court. The invalidity or unenforceability in whole or in part of any provision of these Terms and Conditions and the remainder of the Terms and Conditions shall not be affected.

Complaints

We will make all reasonable endeavours to ensure that Your experience as Our customer is positive. We want to hear from You if You have any complaint about Our Services or any other complaint about Us or any of Our staff. Please raise any complaint with <<insert name of person to contact>> contactable at Our premises [or by email or post>>].

Jurisdiction

These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland]. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces the right of a consumer to rely on those provisions.

Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.