

BACKGROUND:

These Terms and Conditions are installation services by <<Insert C who require aerial installation se carefully and ensure that you un please contact us.

ch apply to the provision of aerial me>> ("the Trader") to customers at their home. Please read them them. If you have any questions,

These Terms and Conditions app Consumer Rights Act 2015.

s a "Consumer" as defined by the

1. Definitions and Interpretat

1.1 In these Terms an following expression

e context otherwise requires, the anings:

"Aerial Installation Services"

ation services We will provide as hent;

"Agreed Times"

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

"Agreement"

o which You and We will enter if on. The Agreement will pject to, these Terms and ard form of Agreement is attached

"Business"

rade, craft or profession carried on rson/organisation;

"Consumer"

s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who tion Services for their personal holly or mainly outside the ession;

"Deposit"

may be required to pay in e 5;

"Equipment"

ving equipment provided by the ude, but not be limited to, a

"Final Fee"

ums You must pay which will be ssued in accordance with Clause 6 nditions;

"Installer"

oyee who will be responsible for tallation Services;

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<p>“Job”</p> <p>“Model Cancellation Form”</p> <p>“Order”</p> <p>“Products”</p> <p>“Property”</p> <p>“Quotation”</p> <p>“Quoted Fee”</p> <p>“Start Date”</p> <p>“Visit”</p> <p>“We/Us/Our”</p> <p>“You/Your”</p> <p>1.2 Each reference in expression, include message,] fax or ot</p> <p>1.3 Each reference to statute or provision</p> <p>1.4 Each reference to “and Conditions.</p> <p>1.5 Each reference to a Conditions.</p> <p>1.6 The headings used and do not affect the</p> <p>1.7 Words signifying the</p> <p>1.8 References to any g</p> <p>1.9 References to pe corporations.</p>	S A M P L E	<p>performance of the Aerial</p> <p>ancellation form attached as</p> <p>est for Us to provide the Aerial set out in Clause 4;</p> <p>quired for the provision of the ces which We will supply ed to, the Equipment) as specified</p> <p>detailed in the Order and the e Job is to take place;</p> <p>ve give to You in accordance with services We will provide to You arge;</p> <p>n the Quotation which may e actual work undertaken as set e Terms and Conditions;</p> <p>nd We agree on for Us to start tallation Services as specified in</p> <p>cheduled or otherwise, on which roperty to provide the Aerial</p> <p>includes all employees, agents the Trader; and</p> <p>o is a customer of the Trader.</p> <p>tions to “writing”, and any similar ions whether sent by e-mail, [text</p> <p>f a statute is a reference to that ed at the relevant time.</p> <p>ons” is a reference to these Terms</p> <p>to a schedule to these Terms and</p> <p>nditions are for convenience only Terms and Conditions.</p> <p>lude the plural and vice versa.</p> <p>her gender.</p> <p>text otherwise requires, include</p>
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4.7 When (but not before) the Quotation, signed and dated, and You have paid the binding contract between You and Us will be created for the Aerial Installation Services and for You to pay for them. We will create the Agreement and complete any blanks in the Agreement in accordance with the Quotation.

the Quotation, signed and dated, and You have paid the binding contract between You and Us will be created for the Aerial Installation Services and for You to pay for them. We will create the Agreement and complete any blanks in the Agreement in accordance with the Quotation.

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 charges or the fees or other matters are not acceptable to you, you must agree in advance with Clause 13 and/or 14.

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 charges or the fees or other matters are not acceptable to you, you must agree in advance with Clause 13 and/or 14.

5. Deposit

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

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

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

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

6. Fees and Payment

6.1 The Quoted Fee is payable for the Aerial Installation Services and for the Aerial Installation Services required.

The Quoted Fee is payable for the Aerial Installation Services and for the Aerial Installation Services required.

6.2 We will where reasonable vary the Products (and quantities of Products) set out in the Quotation Agreement; however if additional Products are required, we will charge an additional Fee to reflect this. We will keep You informed at all times, and will not proceed with the work until we have received the additional Fee.

We will where reasonable vary the Products (and quantities of Products) set out in the Quotation Agreement; however if additional Products are required, we will charge an additional Fee to reflect this. We will keep You informed at all times, and will not proceed with the work until we have received the additional Fee.

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 Fee. If You do not wish to accept the increase, You must agree to a full refund of all sums paid including, where applicable, any Deposit.

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 Fee. If You do not wish to accept the increase, You must agree to a full refund of all sums paid including, where applicable, any Deposit.

6.4 The Quoted Fee is exclusive of VAT. If the rate of VAT changes We will advise You of the change that You must pay.

The Quoted Fee is exclusive of VAT. If the rate of VAT changes We will advise You of the change that You must pay.

6.5 We will invoice You when the work is completed.

We will invoice You when the work is 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>>;

<<insert method>>;

6.7.2 <<insert method>>;

<<insert method>>;

6.7.3 <<insert method>>;

<<insert method>>;

6.7.4 <<insert other method>>.

<<insert other method>>.

6.8 If You do not pay an invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate.

If You do not pay an invoice within the period e.g. 30 calendar days>> of receiving it, We may charge You interest on the overdue sum at the rate of <<insert percentage>>% above the base rate.

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of <<insert name of
Interest will accrue
payment, whether b

me until payment is made in full.
e due date until the actual date of

6.9 If You have promptly
not charge interest t

e an invoice in good faith, We will
ngoing.

7. **Aerial Installation Services**

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7.1 We will provide the
specification set out
be amended by agr

services in accordance with the
on and in the Agreement (as may
d Us from time to time).

7.2 [We may provide
advance of the Job
only and is not inte
guarantee specific r

plans or similar documents in
intended for illustrative purposes
ct specification of the Job nor to

7.3 We will advise You
You are free to ign
in a different locati
You do so We cann

and positioning of all Equipment.
ruct Us to position the Equipment
recommended by Us; however, if
signal will be received.

7.4 We will try to find
Equipment to receiv
signal received whi
not limited to, the pr

e at the Property and direct the
ponsible for any weakness in the
beyond Our control including, but
o transmitters.

7.5 If We cannot find
Equipment (e.g. an
additional Equipme
reception which ma

, We may recommend additional
er no obligation to purchase such
esponsible for the poor television

7.6 We will advise You
will provide Advice
most suitable Produ

Products required for the Job. We
quality and value. We will use the
tation with You.

7.7 There may be slight
between photograph
themselves, or as
your use of the P
different Products a
without consulting v
accept the alternativ
sums paid including

Products as a result of differences
ner materials, and the Products
cal changes which will not impact
duct packaging may also vary. If
availability, We will not supply them
e of the Job. If You do not wish to
ncel and receive a full refund of all
e deposit.

7.8 We will not be resp
reception resulting f

guarantee against, poor television

7.8.1 interference
which is not
third party (e
networks, W

belonging to You or another person
activities carried out by You or a
d to, radio transmissions, cellular
er electrical devices);

7.8.2 the erection
permanent s
natural grow

al masts or other temporary or
, (this includes the planting and

7.8.3 Your purcha
limited to, te

ng equipment (including, but not
es);

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7.8.4 the retuning of televisions and to, the alteration

nt (including, but not limited to, any reason including, but not limited to;

7.8.5 changes (including local transmission

o, the removal or replacement) to

7.8.6 the movement in excess of

Equipment caused by high winds

7.8.7 any work done by any person undertaken

the installed Equipment) by You or the Installer [unless such work has been approval of the Installer];

7.8.8 <<insert further

d>>.

7.9 The responsibility remains with Us until it passes to you. You will be responsible for them.

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

7.10 We will ensure that reasonable care and with best trade practice

on Services are performed with a reasonable standard which is consistent

7.11 We will ensure that

ant codes of practice.

7.12 We will ensure that provision of the Aerial that occurs at no additional [We may instruct You We are performing the use of dust sheets the areas where Work occurs as a result of

er suffer damage as a result of Our We will make good any damage as soon as is reasonably possible. steps to protect the Property while services, including but not limited to valuable and/or delicate items from We will not be liable for any damage which occurs in breach of such instructions.]

7.13 We will properly display Aerial Installation Signs

results from Our provision of the

7.14 Where a Job is to be carried out, we will, where reasonably possible, carry out any disruption to You carried out. We will ensure that work is carried out in areas where work is carried out at the end of each working

orking day, the Installer will ensure the Property is in a clean and tidy state and minimise any disruption to You of the Property while work is being carried out. We will ensure that all tools and materials are only in the areas where work is carried out and will remove them from the Property at the

8. **Faulty Products**

8.1 If any Products are found to be defective under the Aerial Installation Services or if the Products have been incorrectly described, You should inform Us as soon as possible

course of Us providing the Aerial Installation Services. If a defect with one or more of those Products has been incorrectly described, You should inform Us as soon as possible as set out above in Clause 3.

8.2 Within the first 30 days, You are entitled to a full refund, to keep the Product at a reduced price, or to a repair or replacement.

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, at Your option, repair or replacement is not practicable or

the first six months, We will, at Your option, repair or replace the Products or, if a repair or replacement is not practicable or replacement is unsuccessful,

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You are entitled to a reduced price. This has been caused deliberately or by failure to follow instructions given to you.

... You may keep the Product(s) at a reduced price. We can prove that the defect has been caused by you, or as a result of Your failure to follow instructions included with the Product.

8.4 After the first six months of the Product in question, if you are the owner 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 fault developed during the time We supplied it and You took reasonable steps to repair or replacement, or to a partial refund, depending on the nature of the Product and how long it can reasonably be expected to last.

9. **Problems with Our Services**

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9.1 If there is a problem with our services that we have not been provided with, we will repeat or fix them for free. We will not charge you for this.

... Aerial Installation Services, i.e. they do not have the necessary time and skill, You are entitled to ask us to repeat or fix them for free. We will not charge you for this.

9.2 We always use reasonable care and skill in providing our Aerial Installation Services. We will not charge you for this, unless it is reasonably possible to do so. We will not charge you for the Aerial Installation Services if it is not practical.

... We will not charge you for this, unless it is reasonably possible to do so. We will not charge you for the Aerial Installation Services if it is not practical.

9.3 We will not charge you for remedial work if the problems have been caused by us or if we determine that a problem has been caused by incorrect or incomplete information or advice given to you by us.

... problems under this Clause 9 where the problem has not been caused by anybody [other than us]. If We determine that a problem has been caused by incorrect or incomplete information or advice given to you by You, We may charge You for remedial work.

9.4 As a consumer, You are entitled to free advice from us regarding the goods or services we provide. We will not charge you for this, unless it is reasonably possible to do so. We will not charge you for this if it is not practical.

... You are entitled to free advice from us regarding the goods or services we provide. We will not charge you for this, unless it is reasonably possible to do so. We will not charge you for this if it is not practical.

9.5 If We do not perform our services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

... Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done without inconvenience to You, You have the right to a refund.

9.6 If the Aerial Installation Services do not meet the performance that we have provided to you, or if that is not possible or done without inconvenience to you, you have the right to request repeat performance or, if that is not possible or done without inconvenience to you, you have the right to a refund.

... performed in line with information that we have provided to you, you have the right to request repeat performance or, if that is not possible or done without inconvenience to you, you have the right to a refund.

9.7 If for any reason We do not perform our services with reasonable skill and care, You are entitled to a refund. We will bear any and all costs of a price reduction applied to the Job and, where You are entitled to a refund or partial refund. A refund will be issued within 14 days of the date on which You are entitled to a refund. You are entitled to a refund via the same payment method originally used by You.

... the Aerial Installation Services in line with information that we have provided to you, you are entitled to a refund. We will bear any and all costs of a price reduction applied to the Job and, where You are entitled to a refund or partial refund. A refund will be issued within 14 days of the date on which You are entitled to a refund. You are entitled to a refund via the same payment method originally used by You.

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10. Your Obligations

- 10.1 If any consents, licences or permissions are needed from any third parties such as landlords, neighbours, local authorities or similar, You must obtain them before We start the Aerial Installation Services.
- 10.2 We may ask you to remove any furniture, fixtures and fittings in the Property before We start the Services. You and We specifically agree otherwise, this is Your responsibility.
- 10.3 You will ensure that you are available to provide the Aerial Installation Services to the Property at the Agreed Times.
- 10.4 You may either give us access to the Property or be present at the Agreed Times to receive the Services. We promise that all keys will be kept safely and securely.
- 10.5 If You do not provide access to the Property or make it impossible for Us to provide the Services by failing to comply with any other provision in this Agreement, We may invoice you for the Services incurred as a result.
- 10.6 You must ensure that the Property has access to electrical outlets and a supply of hot and cold running water.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on our website.
- 11.3 If You wish to complain, please contact Us in one of the following ways:
 - 11.3.1 [In writing, to the address above or by email to <insert email address>]
 - 11.3.2 [By email, to the address above or by email to <insert email address>]
 - 11.3.3 [Using Our complaint form, available on our website]
 - 11.3.4 [By contacting our customer service team on <insert telephone number> [and choosing option <insert option number>] when prompted.]

12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date, We will agree a revised Start Date with You;
 - 12.1.1 We will agree a revised Start Date with You;
 - 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see clause 15).
- 12.2 If We ask You to change the Start Date, We may either:

- 12.2.1 agree a revision to the Agreement (see clause 15).
- 12.2.2 terminate the Agreement (see clause 15).

13. Cancellation of Contract and Cooling Off Period

- 13.1 Where the Agreement is made on our premises, You have a statutory right to a “cooling off” period which begins once the contract between You and Us is formed.
 - 13.1.1 in relation to the delivery of Products, at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in person, the 14 calendar day period begins on the day that you receive the Products and
 - 13.1.2 in relation to the provision of Services, at the end of 14 calendar days after the date the contract is formed.
- 13.2 If You wish to cancel the Agreement during the cooling off period You should inform Us immediately (e.g. a letter sent by post, fax or email to the postal address or email address specified in these Terms and Conditions or the Model Cancellation Form, but You do not have to).
- 13.3 To meet the cancellation requirements, communication corresponding to the cancellation period must be received by Us.
- 13.4 If You exercise this right, we will refund to You the amount paid to the Us in respect of the Deposit, where applicable, and any other amounts paid to Us.
- 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 exercising this right.
- 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 full refund (including, but not limited to, the amount of any event not covered by the Agreement) to You within 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 notify Us of the cancellation and return them;
 - 13.7.3 We may make a refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;
 - 13.7.4 Please also note that if the Products become inseparably mixed with other goods, we may not be able to refund them.
- 13.8 If the Start Date falls within the cooling off period You must make an express request for provision of Services to begin within the 14 calendar day cooling off period. [This request forms a normal part of the ordering process.] You must acknowledge and agree to

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Us written notice if:

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

in any material way and have failed to remedy the breach within the period>> of You asking Us in writing to do so;

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

an administrator or receiver appointed over Our assets;

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

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

15.1.4 We are unable to provide the Aerial Installation Services due to an event outside of Our control (see Clause 17).

We are unable to provide the Aerial Installation Services due to an event outside of Our control (see Clause 17).

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

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 includes sums due to Us) or does not afford Us access to the Property as required under Clause 6 (this includes sums due to Us) or interest on overdue sums under Clause 6;

You fail to remedy the breach as required under Clause 6 (this includes sums due to Us) or does not afford Us access to the Property as required under Clause 6 (this includes sums due to Us) or interest on overdue sums under Clause 6;

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

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

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

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

15.2.4 You do not provide Us with access to the Property or otherwise make it impossible for the Installer to provide the Aerial Installation Services or You have been unable to contact You to re-arrange the Services under sub-Clause 10.5;

You do not provide Us with access to the Property or otherwise make it impossible for the Installer to provide the Aerial Installation Services or You have been unable to contact You to re-arrange the Services under sub-Clause 10.5;

15.2.5 We have been unable to provide the Aerial Installation Services for more than 30 days due to an event outside of Our control (see Clause 17).

We have been unable to provide the Aerial Installation Services for more than 30 days due to an event outside of Our control (see Clause 17).

15.3 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. It will be had to when a breach is material no regard to whether the breach is caused by any accident, mishap, mistake or misunderstanding.

For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. It will be had to when a breach is material no regard to whether the breach is caused by any accident, mishap, mistake or misunderstanding.

15.4 If at the termination of the Agreement:

If at the termination of the Agreement:

15.4.1 You have made a Deposit, which has not yet provided for, we will refund to You as soon as is reasonably practicable after termination (or charge You) as a result of the termination of the Agreement under sub-Clauses 15.1.1 to 15.1.4;

(including, but not limited to, the Deposit, which has not yet provided for, we will refund to You as soon as is reasonably practicable after termination (or charge You) as a result of the termination of the Agreement under sub-Clauses 15.1.1 to 15.1.4;

15.4.2 We have provided Aerial Installation Services that You have not yet paid for, then we will deduct from any refund due to You, or charge You, the amount due to Us for those sums and You will be required to reimburse Us in accordance with Clause 6.

We have provided Aerial Installation Services that You have not yet paid for, then we will deduct from any refund due to You, or charge You, the amount due to Us for those sums and You will be required to reimburse Us in accordance with Clause 6.

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damage in or to Your
Installation Services

discover while providing the Aerial

18.5 We are not liable for
failure to follow any

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

18.6 Nothing in these Terms
Our liability for death
or fraudulent misrep

intended to or will limit or exclude
caused by Our negligence or for fraud

18.7 Nothing in these Terms
rights as a Consumer
details of Your legal
Trading Standards C

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

19. **How We Use Your Personal Information**

n)

We will only use Your personal
Privacy Notice>> available

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

20. **Other Important Terms**

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

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

20.2 We may transfer (assign)
third party (this may
occurs We will inform
be affected and Our
third party who will

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

20.3 You may not transfer
Agreement without
unreasonably without

obligations and rights under the
permission (such permission not to be

20.4 The Agreement is binding
person or third party
enforce any provision

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

20.5 If any provision of
any competent authority
validity of the other
Conditions and the

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

20.6 No failure or delay in
means that We or You
breach of any provision
any subsequent breach

Waiving any rights under the Agreement
in writing, 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 available
with You (i.e. before

contracts (Information, Cancellation and
ensure that certain information is
provided to You before We make Our contract
Quotation and the Agreement has

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been signed) except in the context of the transaction. The Agreement or Quotation before the Agreement will, as a contract with You as

on is already apparent from the information itself either in the Quotation. We will make it available to You to accept the Quotation. All of that information, be part of the terms of Our

21.2 As required by the Part 21

21.2.1 all of the information

Clause 21.1; and

21.2.2 any other information that we give to You about the Aerial Installation Service. Our business which you take into account when you accept the Quotation and sign the Agreement, and any other decision about the Aerial Installation Service

give to You about the Aerial Installation Service. Our business which you take into account when you accept the Quotation and sign the Agreement, and any other decision about the Aerial Installation Service

will be a part of the contract with You as a Consumer.

with You as a Consumer.

22. Law and Jurisdiction

22.1 These Terms and Conditions apply to you and Us (whether you are a consumer or not) and shall be construed in accordance with the law of [England & Wales] [Scotland].

Contract, and the relationship between you and Us (whether you are a consumer or not) shall be governed by, and shall be construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

22.2 As a consumer, you are entitled to the mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or reduces your rights under those provisions.

As a consumer, you are entitled to the mandatory provisions of the law in your country of residence. Clause 22.1 above takes away or reduces your rights under those provisions.

22.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or not) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by your country of residence.

Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or not) shall be subject to the jurisdiction of the courts of [England & Wales] [Scotland], or Northern Ireland, as determined by your country of residence.

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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 aerial services to consumer clients and has reasonable skill, knowledge and experience in the field.
- (2) The Customer wishes to engage the Trader to provide the services specified below (“the Aerial Installation Services”).
- (3) The Trader agrees to provide the Aerial Installation Services to the Customer, subject to the attached Terms and Conditions of this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and letters have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
 - 1.4.1 The main characteristics of the Aerial Installation Services;
 - 1.4.2 Our identity;
 - 1.4.3 The total price of the Aerial Installation Services including taxes or, if the price is to 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 (or within which) the Aerial Installation Services will be performed;
 - 1.4.5 Our complaint handling procedure.

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1.4.6 The duration of the Aerial Installation Services is of indefinite period unless otherwise stated in the conditions for the Aerial Installation Services.

are applicable, or if this Agreement is terminated, it shall not be extended automatically, the

1.5 As required by the Aerial Installation Services (Information, Cancellation and Additional Charges)

(Information, Cancellation and Additional Charges)

1.5.1 all of the information contained in Clause 1.4; and

Clause 1.4; and

1.5.2 any other information which We give to You about the Aerial Installation Services which You take into account when entering into the Aerial Installation Services or when making any other decision about the Aerial Installation Services.

We give to You about the Aerial Installation Services which You take into account when entering into the Aerial Installation Services or when making any other decision about the Aerial Installation Services.

will be part of the terms and conditions of the Aerial Installation Services as a Consumer.

You as a Consumer.

2. The Aerial Installation Services

2.1 We will:

2.1.1 begin to provide the Aerial Installation Services on the Start Date of <<insert date>>

on Services on the Start Date of

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

date>>;

2.1.3 provide the Aerial Installation Services during the Agreed Times of <<insert times>> as You and We may agree in writing;

Services during the Agreed Times of <<insert times>> as You and We may agree in writing;

2.1.4 provide the Aerial Installation Services at the Property located at <<insert address>>

Services at the Property located at

2.1.5 perform the Aerial Installation Services in accordance with the specification <<insert specification>>

Services in accordance with the specification <<insert specification>>

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

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

2.3 The Products we supply are the Aerial Installation Services products to be supplied <<insert full description of products>>

Products are the Aerial Installation Services products to be supplied <<insert full description of products>>

2.4 You and We may agree to vary the Aerial Installation Services specification from time to time.

specification from time to time.

3. Fees and Payment

3.1 You will pay the Cost of the Aerial Installation Services (subject to the Terms and Conditions). This sum may be broken down as follows:

sum>> for the Aerial Installation Services (subject to the Terms and Conditions). This

3.1.1 <<insert a breakdown of the sum>>

able>>.

3.2 <<Insert full details of the Aerial Installation Services>> as detailed in the Quotation>>

) as detailed in the Quotation>>

4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Aerial Installation Services and not to wait for the 14 calendar day cooling off period provided for in Article 14 of the Terms and Conditions to expire.

Services to commence provision of the Aerial Installation Services and not to wait for the 14 calendar day cooling off period provided for in Article 14 of 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 Aerial Installation Services provided up until the point at which You inform Us of Your cancellation.

right to cancel You will be liable to pay Us for the Aerial Installation Services provided up until the point at which You inform Us of Your cancellation.

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and Conditions.
4.3 You acknowledge that the Aerial Installation Services are fully performed in accordance with the Terms and Conditions.

It is agreed that the Customer has the right to cancel if the Aerial Installation Services are not completed within the calendar day cooling off period.

SIGNED for and on behalf of the Technician:
<<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) her/my/our (delete as appropriate) con

re (delete as appropriate) cancel services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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