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ch apply to the provision of aerial  
me>> ("the Trader") to customers  
at their home. Please read them  
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her is a "Consumer" as defined by

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the context otherwise requires, the meanings:

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<b>“Order”</b>	Your initial request for Us to provide the Aerial Installation Services as set out in Clause 4;
<b>“Products”</b>	the products required for the provision of the Installation Services which We will supply (including, but not limited to, the Equipment) as specified in the Agreement;
<b>“Property”</b>	Your home, as detailed in the Order and the Agreement, at which the Aerial Installation Services are to be provided, including the site/s where work is to be carried out;
<b>“Quotation”</b>	the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	the fee set out in the Quotation which may vary according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>“Start Date”</b>	the date You and We agree on for Us to start providing the Aerial Installation Services as specified in the Agreement;
<b>“Trader”</b>	Us or Our employee who will be responsible for providing the Aerial Installation Services;
<b>“Visit”</b>	any occasion, scheduled or otherwise, on which the Trader goes to the Property to provide the Aerial Installation Services;
<b>“We/Us/Our”</b>	the Trader and includes all employees, agents and subcontractors of the Trader; and
<b>“You/Your”</b>	a Consumer who is a customer of the Trader.

- 1.2 Any reference in these Terms and Conditions to “writing”, and any similar expression, shall include any electronic communication sent by electronic means.
- 1.3 Each reference in these Terms and Conditions to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference in these Terms and Conditions to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference in these Terms and Conditions to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer of any services.
- 1.7 Words in the singular shall include the plural and vice versa.
- 1.8 References to a gender shall include any other gender.
- 1.9 References to a person shall, unless the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a <<insert >> sole trader, partnership, LLP, private limited company etc.
- 2.2 [We trade under the <<insert company name if different from company name>>].]
- 2.3 [We are registered <<insert >> under number <<Company Registration Number>>].]
- 2.4 [Our registered office <<insert address>>].]
- 2.5 [Our main trading address <<insert address>> if different from registered office or if no registered office <<insert address>>].]
- 2.6 [Our VAT number is <<insert >>].]
- 2.7 [We are regulated by <<insert regulator(s)>>].]
- 2.8 [We are a member of <<insert association(s) etc.>>].]
- 2.9 [<<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>>.
- 3.2 In certain circumstances You may contact Us in writing (as stated in various Clauses throughout the Terms and Conditions). When contacting Us in writing You may use:
  - 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 our services via <<insert methods e.g. telephone, internet >>.
- 4.2 When placing an Order for our Services required. You must provide, in detail, the Aerial Installation Services required. (e.g. the location of the Property, the type of Equipment required (e.g. minidish etc.), the number of installations required (e.g. roof, wall, loft etc.)), the number of prompts for all recordings. You will be provided with an order form containing such details are set out in the Agreement.]
- 4.3 Once the Order is confirmed by You, We will prepare a Quotation and send it to You by email or by post. The Quotation will set out the required Deposit (see Clauses 5 and 6).
- 4.4 If We decide that We will accept Your order and provide a Quotation, We will inform You of this.
- 4.5 Before You accept the Quotation, You may request changes to the Order and We will provide a revised Quotation showing the requested changes. You must accept all amendments made to the Quotation to incorporate any or

4.6 You shall sign and date the Quotation or, where applicable, a revised Quotation, by returning it to Us within <<insert period, e.g. 7 days>> after the date We issue the Quotation or, where applicable, the revised Quotation.

4.7 If You request a change/s to Your Order after accepting the Quotation, We will tell You whether or not the change/s can be made. We will inform You of any changes to the fees payable as a result of the change/s in a revised Quotation where We decide that We can make the change/s that You requested. You may then accept that revised Quotation.

4.8 When You return to Us the accepted Quotation or, where applicable, the revised Quotation, you have paid the Deposit, We will complete any Services in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement and return it to You. If You then sign and date the Agreement and have paid the Deposit, a legally binding contract between Us and You shall come into effect requiring Us to provide the Services and for You to pay for them.

4.9 The acceptance of an Order or Quotation or any revised Quotation by You or Us shall not have any legally binding effect on the Agreement until the Agreement is signed and dated by both You and Us and the Deposit is paid.

## 5. Deposit

5.1 At the time of accepting the Quotation or not more than <<insert period e.g. 7 days>> depending on the nature of the work and any other circumstances, in advance, We may require You to pay Us a Deposit of <<insert sum e.g. 25% of the Quoted Fee>>. We will not sign the Agreement for You to sign until the Deposit is paid in full.

5.2 If You request a change/s to the Quotation Services, We may retain some or all of the Deposit in accordance with clauses 13, 14 and 15.

## 6. Fees and Products

6.1 The Final Fee shall be the price payable for the Aerial Installation Services that We estimate are required.

6.2 We will use only the Products (and quantities of Products) specified in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep You informed of any increase in the Final Fee by minimum, will keep You informed at all times, and will obtain Your [written] agreement.

6.3 If the price of the Products or the Services that We need to procure increases during the acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us notice in writing within 14 days of the date of the increase, a full refund of all sums paid including, where applicable, the Deposit.

6.4 The Final Fee are inclusive of any VAT chargeable. If the rate of VAT changes, We will adjust the amount of VAT that You

- must pay.
- 6.5 We will invoice You for the Installation Services have been completed.
- 6.6 You must pay any <<insert name of Us>> period e.g. 30 calendar days>> of receiving it.
- 6.7 We accept the following terms and conditions:
- 6.7.1 <<insert method of payment>>;
- 6.7.2 <<insert method of payment>>;
- 6.7.3 <<insert method of payment>>;
- 6.7.4 <<insert other terms and conditions>>.
- 6.8 If You do not pay a <<insert name of Us>> invoice, We may charge You interest on the overdue sum at a rate of <<insert name of Us>> percentage>>% above the base rate of <<insert name of Us>> until payment is made in full. Interest will accrue from the due date until the actual date of payment, whether by cash or otherwise.
- 6.9 If You have promptly paid an invoice in good faith, We will not charge interest on the invoice.
7. **Aerial Installation Service**
- 7.1 We will provide the Installation Services in accordance with the specification set out in the Agreement (as may be amended by agreement between You and Us from time to time).
- 7.2 [We may provide You with plans or similar documents in advance of carrying out the Installation Services. Any such material is not intended to provide an exact specification of the results nor to guarantee specific results.]
- 7.3 We will advise You of the location and positioning of all Equipment. You are free to ignore our advice and instruct Us to position the Equipment in a different location. We will not be responsible for any signal not recommended by Us; however, if You do so We cannot guarantee that a signal will be received.
- 7.4 We will try to find the best location for the Equipment at the Property and direct the Equipment to receive the signal. We are not responsible for any weakness in the signal received which is beyond Our control including, but not limited to, the position of transmitters.
- 7.5 If We cannot find a suitable location for the Equipment, We may recommend additional Equipment (e.g. an aerial or additional Equipment) to improve reception which may be necessary. We have no obligation to purchase such additional Equipment and You are responsible for the poor television reception which may result.
- 7.6 We will advise You of the Products required for the Aerial Installation Service and value. We will provide You with the Products based on Our consultation with You.
- 7.7 There may be slight differences between the Products as a result of differences between photographic materials, and the Products themselves, or as a result of technical changes which will not impact

Your different without the Installation Services. You include the Deposit. question. Product packaging may also vary. If d due to non-availability, We will not supply them first, in advance of carrying out the Aerial do not wish to accept the alternative Products, ment and receive a full refund of all sums paid ne Deposit.

7.8 We v , and give no guarantee against, poor television recep

7.8.1 y any device belonging to You or another person by Us, or any activities carried out by You or a but not limited to, radio transmissions, cellular s and any other electrical devices);

7.8.2 buildings, aerial masts or other temporary or or equipment, (this includes the planting and );

7.8.3 y new receiving equipment (including, but not and set-top boxes);

7.8.4 ving equipment (including, but not limited to, o boxes) for any reason including, but not limited nnel frequencies;

7.8.5 ut not limited to, the removal or replacement) to

7.8.6 amage to, the Equipment caused by high winds peed>> mph;

7.8.7 Property (or the installed Equipment) by You or an Us [unless such work has been undertaken and approval];

7.8.8 ions as required>>.

7.9 The rema pass for th es referred to as the “risk”) for the Products ave been delivered to You at which point it will Products once We have received payment in full

7.10 We reaso with l Aerial Installation Services are performed with d to a reasonable standard which is consistent

7.11 We v y with all relevant codes of practice.

7.12 We v of the Property suffer damage as a result of Our lation Services. We will at Our expense make s at no additional expense to You as soon as is y instruct You to take reasonable steps to protect rforming the Aerial Installation Services, including of valuable and/or delicate items from the areas ill not be liable for any damage which occurs as w such instructions.]

7.13 We v Aeria ll waste that results from Our provision of the

7.14 Whe than e Aerial Installation Services is to last for more ll where reasonably possible leave the Property

in a clean and tidy manner to ensure the enjoyment of the Products. We will, wherever possible, store all tools and equipment out or remove them from the site.

any disruption to Your use and enjoyment of the Products being carried out. We will wherever possible, store all tools and equipment in areas where work is being carried out at the end of each working day.

## 8. Faulty Products

8.1 If any Products are defective on delivery, or if the Products or if the Products are defective after the Products should inform Us as soon as possible.

8.2 Within the first 30 days of the Aerial Installation Services, You are entitled to a full refund, to keep the Product(s) at a reduced price or replacement.

8.3 After those first 30 days of the Aerial Installation Services, if a Product is defective, or if a repair or replacement is not practicable or possible, You are entitled to a full refund. Alternatively, You may be entitled to a partial refund at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if You have failed to follow instructions given by Us or as included with the Product.

8.4 After the first six months of the Aerial Installation Services, if any Product develops a defect, or if a repair or replacement is not practicable or possible, You are entitled to a partial refund for up to six years depending upon the nature of the defect and how long it can reasonably be expected to last.

course of Us providing the Aerial Installation Services, if a Product is defective, or if a repair or replacement is not practicable or possible, You are entitled to a full refund. Alternatively, You may be entitled to a partial refund at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if You have failed to follow instructions given by Us or as included with the Product.

completion of the Aerial Installation Services, if any Product develops a defect, or if a repair or replacement is not practicable or possible, You are entitled to a full refund. Alternatively, You may be entitled to a partial refund at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if You have failed to follow instructions given by Us or as included with the Product.

the first six months after completion of the Aerial Installation Services, if any Product develops a defect, or if a repair or replacement is not practicable or possible, You are entitled to a full refund. Alternatively, You may be entitled to a partial refund at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if You have failed to follow instructions given by Us or as included with the Product.

of the Aerial Installation Services, if any Product develops a defect, or if a repair or replacement is not practicable or possible, You are entitled to a partial refund for up to six years depending upon the nature of the defect and how long it can reasonably be expected to last.

## 9. Problems with Our Services

9.1 If there is a problem with the Aerial Installation Services, i.e. they have not been provided with the care and skill, You are entitled to ask Us to repeat or fix the problem, or to get a price reduction if this is not possible.

9.2 We always use reasonable care and skill in providing the Aerial Installation Services. However, there is a problem with the Aerial Installation Services, You must inform Us as soon as is reasonably possible. We will make every effort to remedy problems with the Aerial Installation Services as is reasonably possible and practical.

9.3 We will not charge You for problems under this Clause 9 where the problem has been caused by incorrect or incomplete information or action taken by You, or if You have failed to follow instructions given by Us or as included with the Product.

9.4 As a Consumer, You have certain legal rights and guidance on exercising them, including the right to complain to the Citizens Advice Bureau or Trading Standards.

Aerial Installation Services, i.e. they have not been provided with the care and skill, You are entitled to ask Us to repeat or fix the problem, or to get a price reduction if this is not possible.

that Our provision of the Aerial Installation Services, i.e. they have not been provided with the care and skill, You are entitled to ask Us to repeat or fix the problem, or to get a price reduction if this is not possible.

problems under this Clause 9 where the problem has been caused by incorrect or incomplete information or action taken by You, or if You have failed to follow instructions given by Us or as included with the Product.

ts with respect to the purchase of goods or services. You have certain legal rights and guidance on exercising them, including the right to complain to the Citizens Advice Bureau or Trading Standards.

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9.5 If We install the Aerial Installation Services and complete the Aerial Installation Services with reasonable skill and care, You have the right to request that We repeat the Aerial Installation Services, or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a price reduction.

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9.6 If the Aerial Installation Services are not performed in line with information that We have provided to You, You also have the right to request repeat performance of the Aerial Installation Services, if possible or done within a reasonable time without inconvenience to You. If Our breach concerns information about Us that affects the performance of the Aerial Installation Services), You have the right to a price reduction.

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9.7 If for any reason We are required to repeat the Aerial Installation Services in whole or in part, We will not charge You for doing so and We will refund the price of doing so. In cases where a price reduction is required, We will refund up to the full fees payable for the Aerial Installation Services where You have already made payment(s) to Us, without interest. Any such refunds will be issued without delay (but within 14 calendar days starting on the date on which You are entitled to the refund) and made via the same method as the original payment(s) made by You unless You request an alternative method of payment.

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## 10. Your Obligations

10.1 If any other permissions are needed from any third party (such as planning authorities, local authorities or similar), You must obtain these permissions before We begin to provide the Aerial Installation Services.

10.2 We may require You to remove certain furniture, fixtures and fittings or other items from the Property before we begin work. Unless You and We agree otherwise, this is Your responsibility.

10.3 You must provide Us with sufficient access to the Property at the Agreed Times for the Aerial Installation Services.

10.4 You must provide Us with a set of keys to the Property or be present at the Property to provide access. We promise that all keys will be kept safely and returned to You at the end of the Aerial Installation Services.

10.5 If You prevent Us from having necessary access to the Property or make it impossible for Us to provide the Aerial Installation Services by failing to comply with the requirements in this Clause 10, and do not have a good reason for this, we reserve the right to charge you for any additional charges incurred as a result of this.

10.6 You must provide Us with access to electrical outlets and a supply of hot water during the Aerial Installation Services.

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## 11. Complaints

11.1 We are committed to dealing with all feedback from Our customers and, while We always use all reasonable steps to ensure that Your experience as a customer of Ours is as good as possible, We nevertheless want to hear from You if You have any comments or concerns.



- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on our website at <insert website address> (the "Complaints Handling Policy").
- 11.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 11.3.1 [In writing, to the person named in the Complaints Handling Policy, at the name and/or position and/or department>]
- 11.3.2 [By email, to the person named in the Complaints Handling Policy, at the name and/or position and/or department>]
- 11.3.3 [Using Our complaints form, available on our website at <insert website address>, following the instructions included with the form;]
- 11.3.4 [By contacting the person named in the Complaints Handling Policy at <insert telephone number> (and choosing an option when prompted).]
12. **Changing the Start Date**
- 12.1 If You ask Us to change the Start Date of the Agreement, we may:
- 12.1.1 We will where possible agree a revised Start Date with You;
- 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).
- 12.2 If We ask You to change the Start Date of the Agreement, we may either:
- 12.2.1 agree a revised Start Date with You;
- 12.2.2 terminate the Agreement (see Clause 15).
13. **Cancellation of Contract**
- 13.1 Where the Agreement is made at Your premises, You have a statutory right to a "cooling off period" of 14 calendar days. This period begins once the contract between You and Us is formed.
- 13.1.1 in relation to the delivery of Products, at the end of 14 calendar days after the date the Products are delivered. If the Products are delivered in instalments, the cooling off period begins on the day that You receive the first instalment;
- 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 or email to the postal address specified in these Terms and Conditions). You must use the Cancellation Form, but You do not have to.
- 13.3 To meet the cancellation period, it is sufficient for You to send Your communication to Us by the end of the right to cancel before the end of the cooling off period.
- 13.4 If You exercise this right to cancel, we will refund to You (including, but not limited to, the Deposit, where applicable).

- 13.5 We will refund You the same method used to make the payment, unless You agree otherwise. In any case, You will not incur any financial loss.
- 13.6 We will refund You the value due to You as a result of a cancellation without undue delay, within the period of 14 calendar days after the day of the cancellation.
- 13.7 If You cancel in relation to Products:
- 13.7.1 We will refund You within <<insert normal refund period>> and in any case within 14 calendar days after We receive the relevant Products. We will not include standard delivery charges if You send the Products back.
- 13.7.2 You must return the Products to Us within 14 calendar days of the day of the cancellation of the Products that You wish to cancel and return them;
- 13.7.3 We will deduct from the refund for loss in value of any Products that are damaged. The loss is the result of unnecessary handling by You.
- 13.7.4 We will not refund You Products that become inseparably mixed with other Products.
- 13.8 If the Aerial Installation Services are completed during the cooling off period You must make an express request for cancellation. Aerial Installation Services to begin within the 14 calendar days after the end of the cooling off period. [This request forms a normal part of the order and You must make such a request You acknowledge and agree to the following conditions:]
- 13.8.1 If the Aerial Installation Services are completed within the 14-calendar day cooling off period, You will lose the right to cancel once the Aerial Installation Services are completed;
- 13.8.2 If the Aerial Installation Services are completed after provision of the Aerial Installation Services, You will be required to pay for the Aerial Installation Services and any Products that cannot be returned to Us within 14 calendar days from the point at which You inform Us of Your wish to cancel;
- 13.8.3 The refund will be calculated in proportion to the full price of the Aerial Installation Services and the actual Aerial Installation Services provided. The sums that have already been paid for the Aerial Installation Services will be refunded subject to deductions calculated in accordance with the previous paragraph;
- 13.8.4 We will refund You within <<insert normal refund period>> and in any case within 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 13.8.2 shall apply to the termination of the Agreement after the 14-calendar day cooling off period.
14. **Cancellation and Cooling Off Period**
- 14.1 In accordance with Clause 13 relating to the cooling off period, You may cancel the Agreement at any time (i.e. cancel the Aerial Installation Services) at any time (if relevant):

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14.1.1 If You cancel Services after the 14 calendar day cooling off period (where it does not apply) and more than <<e.g. 14 calendar days>> before the Start Date, We will refund the Deposit and other sums paid as soon as is reasonably practicable, but in any event within 14 calendar days of cancellation.

Services after the 14 calendar day cooling off period (where it does not apply) and more than <<e.g. 14 calendar days>> before the Start Date, We will retain the Deposit to cover any net financial loss incurred. We will refund the balance of the Deposit, if reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the net financial loss, and You will be required to make payment in advance of Our invoice.

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14.1.2 If You cancel Services after the 14 calendar day cooling off period (where it does not apply) and more than <<e.g. 14 calendar days>> before the Start Date, We will retain the Deposit to cover any net financial loss incurred. We will refund the balance of the Deposit, if reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the net financial loss, and You will be required to make payment in advance of Our invoice.

Services after the 14 calendar day cooling off period (where it does not apply) and less than <<e.g. 14 calendar days>> before the Start Date, We will retain the Deposit to cover any net financial loss incurred. We will refund the balance of the Deposit, if reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the net financial loss, and You will be required to make payment in advance of Our invoice.

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14.2 We may need to terminate Services 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 practicable. We will refund the Deposit, if applicable, as soon as is reasonably practicable, but in any event within 14 calendar days of termination.

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 practicable. We will refund the Deposit, if applicable, as soon as is reasonably practicable, but in any event within 14 calendar days of termination.

## 15. Termination

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15.1 You may terminate Services at any time by giving Us written notice if:

at any time by giving Us written notice if:

15.1.1 We have breached the terms of the Agreement in any material way and have failed to remedy the breach within the period of <<e.g. 14 calendar days>> of You asking Us in writing to do so;

in any material way and have failed to remedy the breach within the period of <<e.g. 14 calendar days>> of You asking Us in writing to do so;

15.1.2 We enter into liquidation or become insolvent, 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 Services under Clause 12;

agree a revised Start Date or You elect to terminate Services under Clause 12;

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

Material Installation Services due to an event outside of Our control (see Clause 17).

15.2 We may terminate Services at any time by giving You written notice if:

at any time by giving You written notice if:

15.2.1 You fail to make payments due to Us as required under Clause 6 (this includes interest on overdue sums under sub-Clause 6.2);

as required under Clause 6 (this includes interest on overdue sums under sub-Clause 6.2);

15.2.2 You have breached the terms of the Agreement in any material way and have failed to remedy the breach within the period of <<e.g. 14 calendar days>> of Us asking You in writing to do so;

in any material way and have failed to remedy the breach within the period of <<e.g. 14 calendar days>> of Us asking You in writing to do so;

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

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 Material Installation Services, and We

to the Property or otherwise make it impossible for Us to provide the Material Installation Services, and We

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- contact You to re-arrange the Aerial Installation  
Clause 10.5;
- 15.2. We agree to provide the Aerial Installation Services for  
period>> weeks due to an event outside of Our  
( ).
- 15.3 For the purposes of Clause 15 a breach of the Agreement will be  
considered material if it is not minimal or trivial in its consequences to the  
termination of the Agreement. Whether or not a breach is material no regard  
will be given to whether the breach is caused by any accident, mishap, mistake or  
misuse of the Agreement.
- 15.4 If at the time of termination of the Agreement, We have not yet received  
15.4.1 payment to Us (including, but not limited to, the  
sums payable) for any Aerial Installation Services We have  
provided, the sums will be refunded to You as soon as is  
practicable and in any event within 14 calendar days of the  
termination. We may, however, deduct from such a refund (or  
other compensation for the net costs We will incur  
in providing the Aerial Installation Services) the sums payable for breaking the Agreement if We terminate it under  
Clause 15.2.2, or 15.2.4;
- 15.4.2 The sums payable for Aerial Installation Services that You have not yet  
received will be deducted from any refund due to You or,  
if no refund is due, We will invoice You for those sums and You will be  
liable to pay them in accordance with Clause 6.
16. **Effects of Termination**
- 16.1 If the Agreement is terminated for any reason:
- 16.1.1 The termination, whether expressly or by their nature, relate to the  
Agreement or termination of the Agreement will remain in  
effect.
- 16.1.2 The termination will not remove or reduce any right to damages or other  
remedies that You or We may have in respect of any breach of  
the Agreement that exist at or before the date of termination.
17. **Events Outside Our Control (Force Majeure)**
- 17.1 We will not be liable for any failure or delay in performing Our obligations  
under these Terms and Conditions where the failure or delay results from any  
event beyond Our reasonable control ("Force Majeure"). Such Force  
Majeure events are not limited to: power failure, internet service  
provider outages or other industrial action by third parties,  
fire, explosion, flood, storms, earthquakes,  
terrorism (threatened or actual), acts of war (declared,  
undeclared or preparations for war), epidemic, pandemic,  
or other similar or dissimilar event that is beyond  
Our reasonable control.
- 17.2 If any event described under this Clause 17 occurs that is likely  
to affect the performance of any of Our obligations under these  
Terms and Conditions, We will notify You as soon as is practicable.

- 17.2.1 We will inform You of any interruption of the Services as soon as reasonably possible;
- 17.2.2 Our obligation to provide the Services will be suspended and any time limits that We may have set will be extended accordingly;
- 17.2.3 We will inform You of any interruption of the Services outside of Our control is over and provide details of the cause, duration, times or availability of Aerial Installation Services as soon as possible;
- 17.2.4 You or We may terminate the Agreement (see Clause 15).

## 18. Liability

- 18.1 We will be responsible for any loss or damage that You may suffer as a result of the use of the Services under the Terms and Conditions or as a result of Our negligence or breach of these Terms, if it is foreseeable if it is an obvious consequence of the use of the Services or if it is contemplated by You and Us when the Agreement is made. We will not be responsible for any loss or damage that is not caused by Us.
- 18.2 We will maintain adequate insurance including public liability insurance.
- 18.3 We provide Aerial Installation Services for domestic and private purposes only. We make no representation or warranty that the Aerial Installation Services are fit for use for industrial purposes of any kind. We will not be liable for any loss of profit, loss of business, interruption of business or opportunity to business or for any other consequential loss or damage.
- 18.4 If We cause any damage to Your property or anything in it, We will make good that damage at no cost to You. We are not responsible for any pre-existing faults or damage to Your property that We may discover while providing the Aerial Installation Services.
- 18.5 [Our total liability for any loss or damage caused as a result of Our negligence or breach of these Terms by Us or the Agreement by Us is limited to £<<insert sum>>.]
- 18.6 We are not liable for any loss or damage that You suffer which results from Your use of the Services or from any failure to follow any instructions given by Us.
- 18.7 Nothing in these Terms shall be intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.8 Nothing in these Terms shall be intended to or will limit Your legal rights as a Consumer under European or UK consumer protection legislation. For more details of Your legal rights, contact your local Citizens Advice Bureau or the Trading Standards Office.

## 19. How We Use Your Personal Information (n)

We will only use Your personal information for the purposes set out in Our <<insert document name, e.g. Privacy Notice>> available at <<insert URL>>.

## 20. Other Important Provisions

- 20.1 We reserve the right to change these Terms and Conditions without giving You notice, but in our reasonable endeavours to inform You as soon as possible of any such changes.
- 20.2 We reserve the right to assign our obligations and rights under the Agreement to a third party (including, for example, if We sell Our business). If this occurs, We will give You written notice. Your rights under the Agreement will not be affected. All obligations under the Agreement will be transferred to the third party, and You will be bound by them.
- 20.3 You agree to assign (and to sign) Your obligations and rights under the Agreement to Us, with our written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is made for You and Us. It is not intended to benefit any other person or party, and no such person or party will be entitled to enforce the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of the Agreement or these Terms and Conditions will remain in force, and the provision in question will not be affected.
- 20.6 No failure by You in exercising any rights under the Agreement shall constitute a waiver of that right, and no waiver by Us or You of a provision of the Agreement means that We or You will waive the same or any other provision.

## 21. Regulations

- 21.1 We are subject to the Consumer Contracts (Information, Cancellation and Additional Remedies) Regulations 2013 to ensure that certain information is given to You as a Consumer before We make Our contract with You. If You have accepted the Quotation and the Agreement has been signed, then that information is already apparent from the Quotation. We have included the information itself either in the Quotation for You to see, or We will make it available to You before You sign the Agreement. All of that information, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
- 21.2.1 We will provide the information described in sub-Clause 21.1; and
- 21.2.2 We will provide the information in which We give to You about the Aerial or about Us or Our business which you take into account when deciding to accept the Quotation and sign the Agreement, and in making any other decision about the Aerial or about Us or Our business.
- 21.3 The Regulations will bind Us in our contract with You as a Consumer.

## 22. Law and Jurisdiction

- 22.1 These Terms and Conditions, the Agreement, and the relationship between

- You and Us (whether or not a Consumer) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 22.2 As a Consumer, You agree that the mandatory provisions of the law in Your country of residence shall not be taken away or reduced by the application of these Terms and Conditions.
- 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 or not a Consumer) shall be subject to the jurisdiction of the courts of [England & Wales] [Northern Ireland] [Scotland], or Northern Ireland, as determined by Your choice of law in Clause 22.1 above.

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## SCHEDULE 1

### AGREEMENT

made the                      day of

#### BETWEEN:

- (1)      <<Name of                      registered in <<Country of Registration>> under number <<C                      number>> whose registered office is at] **OR** [of] <<insert Add                      d
- (2)      <<Name of C                      Address>> ("the Customer")

#### BACKGROUND:

- (1)      The Trader                      tion services to consumer customers and has reasonable s                      ertise in that field.
- (2)      The Custom                      e Trader to provide the services specified below ("the Aerial I
- (3)      The Trader a                      rial Installation Services to the Customer, subject to the attach                      s and the terms of this Agreement.

#### IT IS AGREED as f

##### 1.      The Agree

- 1.1      This                      the attached Terms and Conditions.
- 1.2      In thi                      n initial capital letters have the same meaning as they                      onditions.
- 1.3      A leg                      ween You and Us will be created when You and We s
- 1.4      We c                      ledge that We have given or made available to You                      n (save for where such information is already appa                      he transaction):
- 1.4.1                      cs of the Aerial Installation Services;
- 1.4.2                      ct details;
- 1.4.3                      le for the Aerial Installation Services including cannot be calculated in advance, the manner in                      ed;
- 1.4.4                      payment, performance and the time by which (or rtake to perform the Aerial Installation Services;
- 1.4.5                      ng policy;



- 1.4.6 The duration of the Agreement shall be as applicable, or if this Agreement is of indefinite duration, it shall be extended automatically, the conditions for extension shall be as follows:
- 1.5 As required by the Terms and Conditions (Information, Cancellation and Additional Charges)
- 1.5.1 all of the information shall be provided in accordance with clause 1.4; and
- 1.5.2 any other information shall be provided to You about the Aerial Installation Services which You take into account when making any other decision about the Aerial Installation Services.
- will be part of the terms and conditions of the Agreement 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>>;
- 2.1.2 aim to complete the Aerial Installation Services by <<insert date>>;
- 2.1.3 provide the Aerial Installation Services during the Agreed Times of <<insert time>> as You and We may agree in writing;
- 2.1.4 provide the Aerial Installation Services at the Property located at <<insert address>>;
- 2.1.5 perform the Aerial Installation Services in accordance with the specification of the Aerial Installation Services.
- 2.2 The specification for the Aerial Installation Services is [as follows: <<insert full description of service>>] [attached].
- 2.3 The Products we will provide are [as follows: <<insert full description of products to be supplied>>] [attached specification].
- 2.4 You and We may agree to vary the 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:
- 3.1.1 <<insert a breakdown of the sum>>.[and
- 3.1.2 Value Added Tax (VAT) at <<insert rate>>].
- 3.2 <<Insert full details of the sum>> 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 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 may cancel this Agreement at any time, without charge, to cancel, as set out in Clause 13 of the Terms and Conditions of Sale.

4.3 You will lose the right to cancel if the Aerial Installation Service is completed within the 14-calendar day cooling off period.

SIGNED for and on behalf of the Supplier  
<<Name and Title of Supplier>> Trader>>

\_\_\_\_\_  
Authorised Signatory

Date: \_\_\_\_\_

SIGNED by the Customer  
<<Name of Customer>>

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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P  
L  
E

SCHEDULE 2

CANCELLATION FORM

To: <<trader to install material>> geographical address and, where available, email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel material installation services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: