AERIAL INSTAI

BACKGROUND:

These Terms and Conditions shat << Insert name of Installer>> of <- aerial installation services.

1. Definitions and Inte

1.1 In these Terms a following express

following express
"Agreement"
"Agreed Date"
"Agreed Times"
"Business Day"
"Customer"
"Deposit"
"Equipment"
"Final Fee"
"Job"
"Order"
"Products"

S

IDITIONS (B2B)

of aerial installation services by r") to customers that require their

ne context otherwise requires, the neanings:

mprising an agreement in the ment attached hereto as Schedule and is subject to, these Terms and ptation which the Parties will enter is acceptance of the Quotation;

ch the provision of the Services ed by the Parties [as set out in

the Parties shall agree upon er shall have access to the le Job [as set out in Schedule 1];

han a Saturday or Sunday) on re open for their full range of nsert location>>:

at requires the Services subject to itions and the Agreement, being a Services for the purposes of a nsumer" as defined by the 015;

rred to in Clause 3;

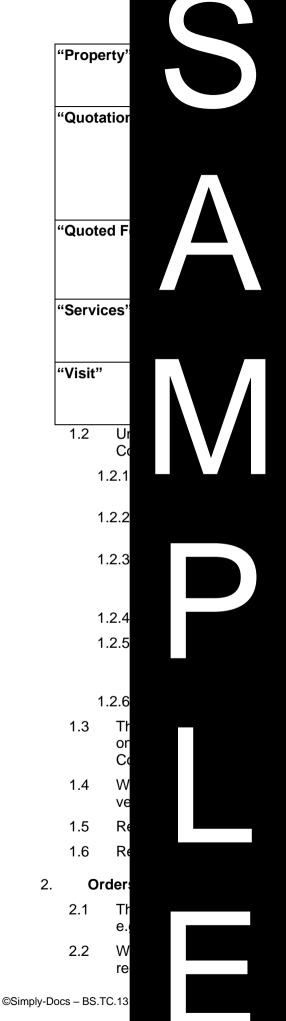
ving equipment provided by the ude, but not be limited to, a

ums payable which shall be sued in accordance with Clause 4 nditions;

in full of all of the required

initial request to acquire the ras described in Clause 2 of itions:

quired for the completion of the shall procure, supply and instaled to, the Equipment);



ne Customer's property or premises, as detailed der and the Agreement, at which the Job is to

quotation detailing proposed fees and services to the Customer in accordance with Clause 2 of the street and Conditions. Any such quotation shall emed to incorporate, and be subject to, these and Conditions; and

e deemed to be an acceptance of an Order;

he fee which will be quoted to the Customer in ation following the Order which may vary g to the actual work undertaken as set out in of these Terms and Conditions;

ne aerial installation services provided by the as detailed in Clause 6 of these Terms and ns: and

ny occasion, scheduled or otherwise, on which ller shall visit the Property to render the

se requires, each reference in these Terms and

nilar expression, includes a reference to any d by electronic transmission or similar means;

on of a statute is a reference to that statute or or re-enacted at the relevant time:

onditions" is a reference to these Terms and f the Schedules as amended or supplemented at

ule to these Terms and Conditions;

is a reference to a Clause of these Terms and the Schedules) or a paragraph of the relevant

s" refer to the parties to the Agreement.

se Terms and Conditions are for convenience ect upon the interpretation of these Terms and

gular number shall include the plural and vice

shall include any other gender.

II include corporations.

ers for their Services through <<insert methods .>>.

e Customer shall set out, in detail, the Services include the location of the Property, the type of

Equipment required and appropriate wall, loft etc.). That shall provide set out in the Agri

- 2.3 Once the Order do not wish to pr submit a Quotati shall set out the respectively. Th contained in the the Quotation.
- 2.4 The Customer s prior to acceptal Quotation shall of in which they are accept the Quotelephone, email otherwise agree for acceptance with elimitation.
- 2.5 Notwithstanding
 Order or the Cus
 binding agreeme
 shall exist or be
 Deposit has bee
 them shall come
- 2.6 Notwithstanding date which is << to this Agreement, commenced the that period of << the that the Agreement

3. **Deposit**

- 3.1 At the time of ac7 days>> thereaDeposit shall be
- 3.2 Subject to the pr

4. Fees and Payment

- 4.1 The Quoted Fee estimated Produ [and is further de
- 4.2 The Installer sha (and quantities however, if addit to reflect this. An
- 4.3 In the event that increases or the Installer increase

etc.), the number of installations uipment is to be placed (e.g. roof, e an Order form to the Customer information.] [All such details are

ed the Installer shall, unless they he Services required, prepare and r by email or first-class post which fee, detailed in Clauses 3 and 4 irm which particular information all) is accepted for the purpose of

anges to the Order and Quotation the Customer but changes to a he extent that a revised Quotation he Customer. The Customer may able, the revised Quotation, by and except as the Installer may Quotation shall only remain valid e.g 7>> days after it is issued by

a Quotation or acceptance of an r or acceptance of a Quotation, no in relation to any of the Services is execute the Agreement and the on a binding agreement between ective.

Deposit has not been paid by the days after the date of execution of entitled, provided that it has not accept any Deposit tendered after days and to notify the Customer me into existence.

not more than <<insert period e.g. pay a Deposit to the Installer. The f the Quoted Fee>>.

Deposit shall be non-refundable.

ayable for the Services and for the e Services and complete the Job

deavours to use only the Products
Quotation and the Agreement;
ed the Final Fee shall be adjusted
kept to a necessary minimum.

to be procured by the Installer services to be procured by the en the Customer's acceptance of



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6.

nmencement of the Services, the Installer shall uch increase and of any difference in the Final

e the Customer for the Final Fee when the nd the Job is complete.

ithin <<insert period e.g. 14 days>> of receipt by

npaid following the expiry of the time period set all incur interest on a daily basis at <<insert base rate of <<insert name of bank>> obtaining

of the Products shall pass to the Customer at the the Property or otherwise used for the provision

ng of risk in the Products under sub-Clause 5.1, nese Terms and Conditions, legal and beneficial not pass to the Customer until the Installer has funds payment in full of the Final Fee due.

nade to the Installer in accordance with these nd title in the Products has passed to the hall be in possession of the Products as bailee stomer shall, wherever possible (i.e. where they fitted to the Property), store such Products property or materials belonging to the Customer

ered in accordance with the specification set out and in the Agreement (as may be amended by e to time).

de sketches, impressions, plans or similar f the Job. Any such material is intended for and is not intended to provide an exact to guarantee specific results.

e the Customer on the best placement and nt. The Customer is free to ignore such advice o position the Equipment in a different location commended by the Installer; however, in such uarantee that a good signal will be received.

reasonable endeavours to find the best signal and direct the Equipment to receive it. The possible for any weakness in the signal received beyond their control including, but not limited to, by to transmitters.

er cannot find a suitably strong signal, they may uipment (e.g. an amplifier). The Customer is hase such additional Equipment but the Installer the poor television reception which may result.

- 6.6 The Installer shat required for the quality and value the basis of the decimal the state of the state of
- 6.7 The Installer sh against, poor tele
 - 6.7.1 interference third party w Customer of transmission devices);
 - 6.7.2 the erection equipment, vand natural of
 - 6.7.3 the purchas (including, b
 - 6.7.4 the retuning televisions a to, the altera
 - 6.7.5 changes (included local transm
 - 6.7.6 the moveme in excess of
 - 6.7.7 any work do Customer o work has be Installer];
 - 6.7.8 <<insert furt
- 6.8 The Installer shat care and skill an trade practice.
- 6.9 The Installer sharesult of their report be made good at of the Job. [The steps to protect sheets and the from areas where shall not be liangle Customer's failure.
- 6.10 The Installer sha of practice.
- 6.11 The Installer sh rendering of the
- 6.12 Where a Job is insofar as is rea and shall ensure their Property wh

as to the most suitable Products vided on the basis of both product ure the most suitable Products on tion with the Customer.

for, and provides no guarantee g from:

belonging to the Customer or a ne Installer, or any activities of the ding, but not limited to, radio Fi devices and any other electrical

ial masts or other structures or manent (this includes the planting

f any new receiving equipment ns and set-top boxes);

nt (including, but not limited to, y reason including, but not limited es:

o, the removal or replacement) to

Equipment caused by high winds

the installed Equipment) by the er than the Installer [unless such involvement and approval of the

:d>>.

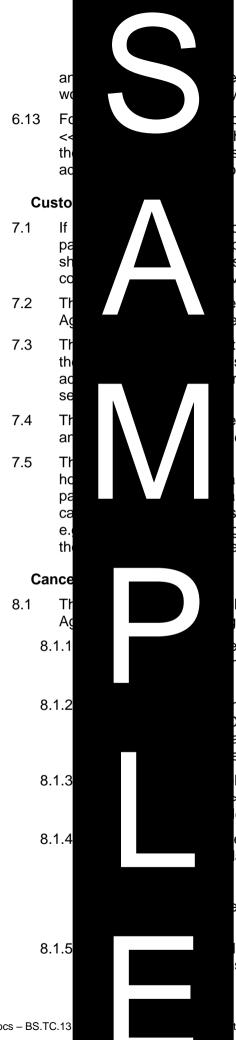
ces are rendered with reasonable rd that is commensurate with best

f the Property suffer damage as a Any damage that may occur shall the Customer prior to completion the Customer to take reasonable but not limited to, the use of dust for delicate items and equipment out by the Installer. The Installer which occurs as a result of the ons.]

ly with any and all relevant codes

all waste that results from their

e working day, the Installer shall, the Property in a habitable state Customer's use and enjoyment of out is kept to a minimum. All tools



ver possible, be tidily confined to areas where the Installer.

of the Job the Customer shall have a period of hich to inspect the completed work and to notify s. The Installer shall correct such defects at no mer.

br other permissions are needed from any third blanning authorities, local authorities or similar, it sponsibility to obtain the same in advance of the vices.

that the Installer can access the Property at the e Services.

he option of giving the Installer a set of keys to sent at the Agreed Times to give the Installer rrants that all keys shall be kept safely and

that the Installer has access to electrical outlets d running water.

the Installer at least <<insert period e.g. 24 Iller will be unable to provide the Services on a rticular time. The Installer will not invoice for such notice is given. If less than <<insert period given the Installer shall have the right to invoice er's normal rate.

I or reschedule the Job at any time before the shall apply to cancellation or rescheduling:

els the Job more than <<e.g. 28 days>> before hstaller shall issue a full refund of all sums paid,

hedules the Job more than <<e.g. 28 days>> Date the Installer shall retain all sums paid, and shall deduct all such sums from any related e rescheduled Job.

Is the Job less than <<e.g. 28 days>> but more >> before the Agreed Date the Installer shall ess the Deposit.

edules the Job less than <<e.g. 28 days>> but ays>> before the Agreed Date the Installer shall including the Deposit and shall deduct all such Deposit) from any balance payable on the w Deposit shall be payable on the rescheduled

s the Job less than <<e.g. 14 days>> before the staller shall retain all sums paid and any

7.

8.

outstanding be issued.

8.1.6 If the Custor the Agreed outstanding be issued ar Deposit pay:

8.2 The Installer ma shall refund all st

9. Liability, Indemnity

- 9.1 The Installer sha valid insurance the
- 9.2 The Installer's to negligence or br shall be limited to
- 9.3 The Installer is n that results from the Installer.
- 9.4 Nothing in these exclude the Insta
- 9.5 Subject to subagainst any costs of the Installer's Conditions or of
- 9.6 The Customer damages, loss, to meet any of Conditions or of

10. Guarantee

- 10.1 The Installer gua free from any a months>> follow
- 10.2 If any defects in period set out in defects at no cos
- 10.3 All Products sha months>> follow Property.
- 10.4 The Guarantees exclusions set or

11. Data Protection

The Installer will only use <<insert document name, e

nediately payable. No refund shall

less than <<e.g. 14 days>> before If retain all sums paid and any nediately payable. No refund shall nt toward the [Final Fee] fees and Job.

time before the Agreed Date and eposit.

in place at all times suitable and bility insurance.

r damage caused as a result of its d Conditions or of the Agreement

damage suffered by the Customer o follow any instructions given by

or in the Agreement shall limit or personal injury.

er shall indemnify the Customer , claims or proceedings arising out or any breach of these Terms and

aller against any costs, liability, ising out of the Customer's failure ther breach of these Terms and

t of all Services provided shall be eriod of <<insert period e.g. 12

ces appears during the guarantee taller shall rectify any and all such

period of <<insert period e.g. 12 Customer and installation at the

10 shall be subject to the various

I data as set out in the Installer's illable from <<insert location(s)>>.



12. **Force** 12.1 No ре ca Sι pr ea ac th 12.2 [Ir th ре wr Pa CO ac pd 13. Termi 13.1 Ei nc 13.1. 13.1. 13.1. 13.1. 13.1. 13.1. 13.1. 13.1.

ent will be liable for any failure or delay in s where such failure or delay results from any asonable control of that Party ("Force Majeure"). are not limited to: power failure, internet service al action, civil unrest, fire, flood, storms, rism, acts of war, pandemic, or governmental or dissimilar event that is beyond the control of

the Agreement cannot perform their obligations orce Majeure for a continuous period of <<insert nay at its discretion terminate the Agreement by that period. In the event of such termination, the a fair and reasonable payment for all Services of termination. Such payment shall take into ual commitments entered into in reliance on the hent.1

tely terminate the Agreement by giving written

at Party by that other Party under any of the reement is not paid within <<insert period>> lue date for payment;

its any other breach of any of the provisions of the breach is capable of remedy, fails to remedy od>> Business Days after being given written ticulars of the breach and requiring it to be

es possession, or where that other Party is a s appointed, of any of the property or assets of

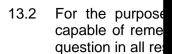
any voluntary arrangement with its creditors or, omes subject to an administration order (within olvency Act 1986);

g an individual or firm, has a bankruptcy order ng a company, goes into liquidation (except for ide amalgamation or re-construction and in such pany resulting therefrom effectively agrees to be he obligations imposed on that other Party under

b any of the foregoing under the law of any lation to that other Party:

s, or threatens to cease, to carry on business; or

Party is acquired by any person or connected ontrol of that other Party on the date of the purposes of this Clause 13, "control" and shall have the meanings ascribed thereto by 22 respectively of the Corporation Tax Act 2010.



- 13.3 Where the Custo Deposit and othe shall not be liable
- 13.4 The rights to terr remedy of either other breach.

14. Effects of Terminati

Upon the termination of the

- 14.1 any sum owing I the Agreement s
- 14.2 all Clauses whic after the expiry and effect;
- 14.3 termination shal remedy which the rise to the terminany Party may hat or before the o
- 14.4 subject as provid rights neither Pa

15. No Waiver

No failure or delay by either shall be deemed to be a war of any provision of the Agreement of the same or any

16. Further Assurance

Each Party shall execute may be necessary to carry

17. **Costs**

Subject to any provisions incidental to the negotiation Agreement.

18. Set-Off

Neither Party shall be entit or sums received in res agreement at any time.

19. Assignment and Su

19.1 [Subject to sub-0 Parties. Neither floating charge) 2, a breach shall be considered can comply with the provision in

ement under sub-Clause 13.1, the it shall be refunded it in full, and it payable under the Agreement.

all not prejudice any other right or breach concerned (if any) or any

on:

ner under any of the provisions of due and payable;

their nature, relate to the period reement shall remain In full force

any right to damages or other nave in respect of the event giving o damages or other remedy which ach of the Agreement which exist

l except in respect of any accrued ther obligation to the other.

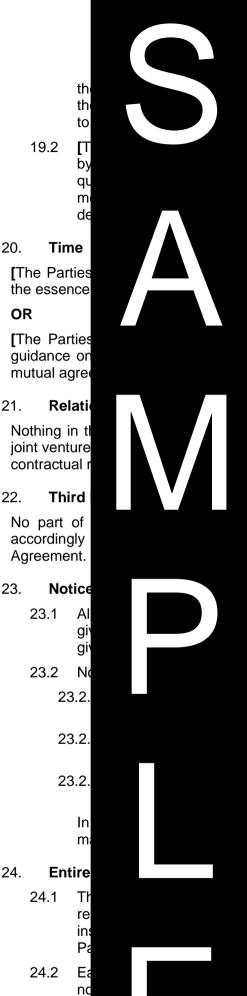
of its rights under the Agreement waiver by either Party of a breach to be a waiver of any subsequent

deeds, documents and things as eement into full force and effect.

rty shall pay its own costs of and on and carrying into effect of the

n any manner from payments due er the Agreement or any other

greement shall be personal to the gage, charge (otherwise than by rwise delegate any of its rights



ct or otherwise delegate any of its obligations ten consent of the other Party, such consent not

led to perform any of the obligations undertaken er member of their group or through suitably contractors. Any act or omission of such other shall, for the purposes of the Agreement, be ission of the Installer.]

d dates referred to in the Agreement shall be of

and dates referred to in the Agreement are for sence of the Agreement and may be varied by es.1

titute or be deemed to constitute a partnership, y relationship between the Parties other than the vided for in the Agreement.

ded to confer rights on any third parties and Third Parties) Act 1999 shall not apply to the

ement shall be in writing and be deemed duly behalf of, a duly authorised officer of the Party

have been duly given:

vered by courier or other messenger (including normal business hours of the recipient; or

ed by e-mail and a successful return receipt is

day following mailing, if mailed by national prepaid.

be addressed to the most recent address, or eother Party.

the entire agreement between the Parties with atter and may not be modified except by an d by the duly authorised representatives of the

dge that, in entering into the Agreement, it does itation, warranty or other provision except as

expressly provide terms implied by permitted by law

25. Counterparts

The Agreement may be en to it on separate counterpa a duplicate original, but a same instrument. No coun least one counterpart.

26. Severance

In the event that one or r Terms and Conditions is fo / those provision(s) shall b and/or these Terms and C Terms and Conditions shall

27. Dispute Resolution

- 27.1 The Parties shal the Agreemen representatives v
- 27.2 [If negotiations <<insert period> will attempt to Alternative Dispu
- 27.3 [If the ADR prod within <<insert p will not participa arbitration by eith
- 27.4 The seat of the Wales. The arbit Rules for Arbitra Parties are unab either Party may President or Der of Arbitrators for decision on rules
- 27.5 Nothing in this (applying to a cou
- 27.6 The decision and this Clause 27 sh

28. Law and Jurisdictio

- 28.1 The Agreement contractual mat therewith) shall laws of England
- 28.2 Subject to the proceedings or

l all conditions, warranties or other are excluded to the fullest extent

of counterparts and by the Parties to executed and delivered shall be ther shall constitute one and the until each Party has executed at

of the Agreement and/or of these d or otherwise unenforceable, that the remainder of the Agreement er of the Agreement and/or these

dispute arising out of or relating to ns between their appointed settle such disputes.

do not resolve the matter within invitation to negotiate, the parties good faith through an agreed ocedure.

27.2 does not resolve the matter of that procedure, or if either Party e, the dispute may be referred to

lause 27.3 shall be England and by the Arbitration Act 1996 and the Parties. In the event that the ator(s) or the Rules for Arbitration, ce to the other Party, apply to the being of the Chartered Institute rbitrator or arbitrators and for any

either Party or its affiliates from lief.

ethod of dispute resolution under ling on both Parties.

Conditions (including any nonarising therefrom or associated onstrued in accordance with, the

27, any dispute, controversy, ies relating to the Agreement or



ob [n ons (including any non-contractual matters and or associated therewith) shall fall within the of the courts of England and Wales.

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tions (Business).

12



THIS AGREE

BETWEEN:

- (1) <<Name of Installer>> [a of number <<Company Register | Company Register | Company
- (2) <<Name of Customer>> a number <<Company Regiseries</p>

 <<insert Address>> ("the Company Regiseries and Company Regiseries

WHEREAS:

- (1) The Installer provides aeric services, as specified here Quotation, the Terms and 0
- (2) The Customer wishes to subject to, the Quotation, the

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all refe and Conditions", deemed to refer the Quotation, al Services betwee
- 1.2 By executing this to be bound by, and the provision
- 1.3 This Agreement and payment in f

2. The Services

The Services shall comme provided during the Agree <<insert address>>.

Specification / Description of Se

3. Fees and Payment

<< Insert full details of fees

4. Electronic Signatur

It is acknowledged th

day of

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

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

Id hereby agrees to provide those cordance with, and subject to, the ement.

services in accordance with, and , and this Agreement.

ent", "the Agreement", "the Terms litions", or the Quotation, shall be attached Terms and Conditions or a contract for the provision of the istomer.

date>>, the Parties hereby agree ns and Conditions, the Quotation,

pon its execution by both Parties

e of <<insert date>> and shall be nes>> at the Property located at

levant Dates / Times

etailed in the Quotation>>

e signed by:



4.1 Bo

4.2 Bd

4.3 Or

Each F of a Pa by mea

IN WITNESS WHE before written

SIGNED by <<Name and Title of for and on behalf of

In the presence of <<Name & Address

SIGNED by

<< Name and Title of for and on behalf of

In the presence of <<Name & Address

ectronic signature (whatever form the electronic

nuscript signature; or

ctronic signature (whatever form the electronic her Party signing by manuscript signature.

es that electronic signature will be as conclusive nd by this Agreement as if signed by that Party gnature.

has been duly executed the day and year first

nstaller>>

Customer>>

