

SAMPLE

“Services”

“We/Us/Our”

“You/Your”

- 1.2 Each reference in includes electronic fax or other means.
- 1.3 Each reference to statute or provision
- 1.4 Each reference to “ of its Schedules as
- 1.5 Each reference to a
- 1.6 The headings used no effect upon the i
- 1.7 Each reference to th
- 1.8 Each reference to a
- 1.9 References to perso

2. Information About Us

- 2.1 <<insert name of S different from com Trader, Partnership England under nur address is <<insert <<insert address>>
- 2.2 [Our VAT number is
- 2.3 [We are regulated b
- 2.4 [We are a member
- 2.5 [<<Insert further inf

3. The Contract

- 3.1 This Agreement go contract between U that You have rea

ces which are to be provided by ecified in Schedule 1;

ce Provider, <<insert name of >> [, trading as <<insert trading from company name>>], a s type, e.g. Sole Trader, , Private Limited Company etc.>> ngland under number <<insert ber>>] [,whose registered ert registered address>> and] ing address is <<insert

t, <<insert name>> of <<insert

ting” and any similar expression r sent by e-mail, [text message,]

f a statute is a reference to that ed at the relevant time.

rence to this Agreement and each ed at the relevant time.

to a schedule to this Agreement.

r convenience only and shall have ement.

include the plural and vice versa.

ne other gender.

tions.

ding as <<insert trading name if <insert business type, e.g. Sole Company etc.>> [registered in on number>>] [,whose registered d] whose main trading address is

>.]

gulator(s)>>.]

sociation(s) etc.>>.]

Services by Us and embodies the ng this Agreement, please ensure re unsure about any part of this

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Agreement, please

3.2 A legally binding contract will be created upon our mutual acceptance of this Agreement.

3.3 By signing this Agreement, You hereby acknowledge that We have given or made available to You the following information (save for where such information is already known to You in the context of the transaction):

3.3.1 The main characteristics of the Services;

3.3.2 Our identity and contact details (as set out below in Clause 4);

3.3.3 The total Price for the Services is [insert amount], including taxes or, if the nature of the Services is such that the total Price cannot be calculated in advance, the manner in which the total Price will be calculated;

3.3.4 The arrangements for the performance and the time by which (or from when) the Services will be provided;

3.3.5 Our complaint handling policy;

3.3.6 Where applicable, any guarantees or warranties that We offer in relation to the Services;

3.3.7 The duration of the Agreement, whether it is of indefinite duration, and the conditions for termination of the Agreement;

3.3.8 [Where applicable, details of any security measures, including appropriate technical measures, to protect the confidentiality of any data that You provide to Us;]

3.3.9 [Where applicable, details of any measures to ensure compatibility of digital content with hardware and software that You are aware of or might reasonably be expected to use;]

4. Price and Payment

4.1 The Price payable for the Services is set out in Schedule 2.

4.2 All Prices shown in the Agreement are inclusive of VAT. If the rate of VAT changes between the date of the Agreement and the date of Your payment, We will adjust the rate of VAT accordingly. Changes in VAT will not affect any amount payable by You in full from You.

4.3 Before We begin providing the Services, You will be required to pay a Deposit of £<<insert sum>> (or the equivalent in your currency) of the total Price for the Services. The due date for the Deposit is <<insert date>>.

4.4 In certain circumstances, Your Deposit may be refunded in full or in part. If the Services are cancelled, Your Deposit may be refunded in full or in part. The refund will be calculated based upon the work (if any) already undertaken by Us at the time of cancellation.

4.5 The balance of the Price for the Services [once We have provided the Services] OR [on a <<insert basis>> basis in [advance] OR [on a <<insert basis>> basis]].

4.6 We accept the following payment methods:

4.6.1 <<insert type of payment method>>

and You will be created upon our mutual acceptance of this Agreement.

By signing this Agreement, You hereby acknowledge that We have given or made available to You the following information (save for where such information is already known to You in the context of the transaction):

3.3.1 The main characteristics of the Services;

3.3.2 Our identity and contact details (as set out below in Clause 4);

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VAT. If the rate of VAT changes between the date of the Agreement and the date of Your payment, We will adjust the rate of VAT accordingly. Changes in VAT will not affect any amount payable by You in full from You.

You will be required to pay a Deposit of £<<insert sum>> (or the equivalent in your currency) of the total Price for the Services. The due date for the Deposit is <<insert date>>.

If the Services are cancelled, Your Deposit may be refunded in full or in part. The refund will be calculated based upon the work (if any) already undertaken by Us at the time of cancellation.

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We accept the following payment methods:

<<insert type of payment method>>

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- 4.6.2 <<insert type
- 4.6.3 <<insert type
- 4.6.4 <<insert type
- 4.6.5 <<add more

- 4.7 [Credit and/or debit charged>>.]
- 4.8 If You do not make invoice, We may <<insert percentage rate of <<insert bank basis from the due overdue sum, whether due when paying and
- 4.9 The provisions of such Us to dispute an interest dispute is ongoing.

5. Providing the Services

- 5.1 As required by law care, consistent market/sector/industry accordance with and Us
- 5.2 We will begin providing
- 5.3 We will continue providing [a period] of <<insert period>>
- 5.4 We will make every effort to complete the Services on time (and in accordance with the rule 1). We cannot, however, be held responsible for any delay outside of Our control. Please see Clause
- 5.5 If We require any Services, We will [Examples of what v
- 5.6 If the information or incomplete or otherwise caused as a result of compensate for a incorrect information additional sum for the
- 5.7 In certain circumstances Us information or suspend the Service
- 5.8 In certain circumstances problem, We may not Unless the issue is inform You in advance
- 5.9 If the Services are

required>>.

<insert point at which a card will be

due date as shown on the relevant the overdue sum at the rate of per annum above the base lending me. Interest will accrue on a daily the actual date of payment of the ment. You must pay any interest

only if You have promptly contacted interest will accrue while such a

services with reasonable skill and and standards in the <<insert sector>> OR [industry], and in y Us about the Services and about

<insert date>>.

or [a period] OR [an approximate

complete the Services on time (and in rule 1). We cannot, however, be nt outside of Our control. ur control.

from You in order to provide the soon as is reasonably possible. <<insert examples>>.]

under sub-Clause 5.5 is delayed, not be responsible for any delay s required from Us to correct or result of incomplete or otherwise We may charge You a reasonable

if there is a delay in You sending under sub-Clause 5.5, We may of that suspension in writing).

where We encounter a technical ices in order to resolve the issue. uires immediate attention We will ending the Services.

clauses 5.7 or 5.8, You will not be

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required to pay for the Services. You must, however, pay any invoices that we send you by their due date(s).

- 5.10 If You do not pay the Services as required by Clause 4, We may suspend the Services. If this happens, We will not be responsible for any charge You interest in the Services.

6. Problems with the Services

- 6.1 We always use reasonable care to ensure that the Services are trouble-free. If, however, there is a problem with the Services, that You inform Us as soon as possible by contacting Us in writing.

- 6.2 We will use reasonable care to resolve any problems with the Services as quickly as is reasonable. In emergency situations, such as those where the Services are affecting the health or safety of anyone living in Your property, We will use all reasonable endeavours to remedy problems within 24 hours.

- 6.3 We will not charge You for any problems with the Services under this Clause 5 where the problem has been caused by one of Our agents or employees or subcontractors [or where We determine that a problem has been caused by information provided by You, subject to Clause 4.5 will apply].

- 6.4 As a consumer, You have the right to expect the Services to be performed with reasonable skill and care. For full details of Your legal rights, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office. If the Services are not performed in line with information provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time, a refund. You have the right to request repeat performance of the Services. You have the right to request a refund of the same sum as You paid for the Services. In cases where a refund is not possible, this may be any sum already made payment(s) to Us, may result in a full or partial refund. We agree that You may request an alternative method. In addition to your legal remedies if We use

- 6.5 As a consumer You have the right to expect any work produced by the Services to be of a certain quality. If the quality of the work is not as described, these rights apply. We supply to You full details of Your legal rights and guidance on exercising them. We recommend that You contact Your local Citizens Advice Bureau or Trading Standards Office. Any digital content that we supply to You must be fit for purpose (where any such purpose is known to Us whether expressly or by implication), and

suspension. You must, however, pay any invoices that we send you by their due date(s).

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6. Problems with the Services

We always use reasonable care to ensure that Our provision of the Services are trouble-free. If, however, there is a problem with the Services We request You to inform Us as soon as possible [(You do not need to contact Us in writing).

We will use reasonable care to resolve any problems with the Services as quickly as is reasonable. In emergency situations, such as those where the Services are affecting the health or safety of anyone living in Your property may be affected, We will use all reasonable endeavours to remedy problems within 24 hours.]

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by Us. Due to the content which does not have the right to a repair or replacement, or financial compensation up to the price paid by You have already received a refund. Any such refund shall be made within 14 Calendar Days after You are entitled to the refund by Us unless You have exercised your right by Us under this Agreement to exercise reasonable compensation for replacement, or financial

at You are unable to reject digital content; however you may have the right to a price reduction if these are not possible, to a price reduction up to the price paid where a price reduction applies and You may be due a full or partial refund. You may be due a full or partial refund without undue delay (and in any event within 14 Calendar Days) on which We agree that You are entitled to the payment method originally used for the purchase of the content. If digital content provided on a device(s) as a result of Our failure to provide a repair or replacement, you also have the legal right to reject the content. Any refund may take the form of a repair or replacement, or financial

7. Intellectual Property Rights

7.1 During the course of the provision of the Services, We may create or produce Intellectual Property Rights which embody/embodies certain Intellectual Property Rights (including but not limited to copyright or patents).

7.2 [We will retain ownership of the Intellectual Property Rights that may subsist in <<insert description of work>>. We will grant to You a royalty-free, non-exclusive licence to use the <<insert description of work>>. The licence granted under this clause shall continue [indefinitely as a perpetual licence] OR [for a period of <<insert duration>>]. The duration of the licence will not necessarily be limited to the term of the Services themselves and may continue beyond the termination of the Services.]

7.3 If this Agreement is terminated, the licence granted under sub-Clause 7.2 may also be terminated. Upon termination, You will no longer be permitted to use the <<insert description of work>>. Upon termination, We will ensure that the <<insert description of work>> is destroyed or, if destruction is not possible, We will ensure that the <<insert description of work>> is rendered unusable. You will remain entitled to use the <<insert description of work>> for the duration of the licence granted under sub-Clause 7.2.

a) OR

7.2 [Once We have received payment from You under Clause 4, We will assign (transfer) the Intellectual Property Rights that may subsist in <<insert description of work>> to You.]

7.3 If any documents, forms, contracts or other legal formalities are required to enable Us to [grant the licence] to You under sub-Clause 7.2, We will ensure that the <<insert description of work>> is rendered unusable. You will remain entitled to use the <<insert description of work>> for the duration of the licence granted under sub-Clause 7.2.

8. Our Liability

8.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence (including but not limited to the negligence of Our agents or sub-contractors). Loss or damage is foreseeable if it is a direct consequence of the breach or negligence or if it is a direct consequence of the breach or negligence. We will not be responsible for any loss or damage that is not foreseeable.

8.2 We provide Services for the use (or purposes). We make no

to You, We may create or produce Intellectual Property Rights which embody/embodies certain Intellectual Property Rights (including but not limited to copyright or patents).

Intellectual Property Rights that may subsist in <<insert description of work>>. We will grant to You a royalty-free, non-exclusive licence to use the <<insert description of work>>. The licence granted under this clause shall continue [indefinitely as a perpetual licence] OR [for a period of <<insert duration>>]. The duration of the licence will not necessarily be limited to the term of the Services themselves and may continue beyond the termination of the Services.]

10, the licence granted under sub-Clause 7.2 may also be terminated. Upon termination, You will no longer be permitted to use the <<insert description of work>>. Upon termination, We will ensure that the <<insert description of work>> is destroyed or, if destruction is not possible, We will ensure that the <<insert description of work>> is rendered unusable. You will remain entitled to use the <<insert description of work>> for the duration of the licence granted under sub-Clause 7.2.

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If any documents, forms, contracts or other legal formalities are required to enable Us to [grant the licence] to You under sub-Clause 7.2, We will ensure that the <<insert description of work>> is rendered unusable. You will remain entitled to use the <<insert description of work>> for the duration of the licence granted under sub-Clause 7.2.

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the use (or purposes). We make no

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warranty or representation for industrial purposes. By entering into this Agreement, You agree that We will not be liable for any damage to business or for any loss of opportunity.

8.3 [If We are providing the Services and We cause any damage, We will make good the damage at Our personal cost to You. We are not responsible for any damage in or to Your property that We may discover while providing the Services.]

8.4 Nothing in this Agreement shall limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

8.5 Nothing in this Agreement shall limit Our liability for failing to perform the Services in a timely manner and skill or in accordance with the information provided to You or about Us[, nor for Our failure to supply digital content of a satisfactory quality, fit for purpose and as described].

a) Nothing in this Agreement shall limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau.

9. Events Outside of Our Control

9.1 We will not be liable for any delay in performing Our obligations under this Agreement if the delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet outage, strikes, lock-outs or other industrial action by third parties, fire, explosion, flood, storms, earthquakes (actual or threatened), acts of terrorism (threatened or actual), acts of war (threatened, actual or preparations for war), epidemic or pandemic diseases or any other event that is beyond Our reasonable control.

9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance under this Agreement:

9.2.1 We will inform You as soon as reasonably possible;

9.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed shall be extended accordingly;

9.2.3 We will inform You as soon as reasonably possible outside of Our control is over and the normal operation or availability of Services as agreed shall resume;

9.2.4 If an event described in 9.1 occurs and You wish to cancel this Agreement, We will refund the amount paid in accordance with Your right to Cancel under sub-C 10.6.3 and inform You of the right to cancel.

9.2.5 If the event described in 9.1 continues for more than <<insert period>> we will be paid for the cancellation notice. You will be paid for the cancellation notice within 14 Calendar Days of the cancellation notice.

are fit for commercial, business or industrial purposes (including for resale)]. By entering into this Agreement, You agree that We will not be liable for any damage to business or for any loss of opportunity.

ty and We cause any damage, We will make good the damage at Our personal cost to You. We are not responsible for any damage in or to Your property that We may discover while providing the Services.]

or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

or limit Our liability for failing to perform the Services in a timely manner and skill or in accordance with the information provided to You or about Us[, nor for Our failure to supply digital content of a satisfactory quality, fit for purpose and as described].

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be deducted from a
You for those sums
with Clause 4.

if no refund is due, We will invoice
d to make payment in accordance

- 10.6 If any of the following
immediately by giving
Us for any Services
You as soon as is
Days of Our cancell
not yet paid for, the
if no refund is due
required to make
required to give <<i

l the Services and this Agreement
f You have made any payment to
ed, these sums will be refunded to
d in any event within 14 Calendar
e provided Services that You have
ed from any refund due to You or,
for those sums and You will be
with Clause 4. We will not be
these circumstances:

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does not af
sub-Clause 4

as required under Clause 4 (this
interest on overdue sums under

10.6.2 You have b
failed to rem
to do so in w

t in any material way and have
<insert period>> of Us asking You

10.6.3 We are unal
control (for a

es due to an event outside of Our
in sub-Clause 9.2.5).

- 10.7 For the purposes of
10.6.2) a breach of
minimal or trivial in
sub-Clause 10.3.1
not a breach is mat
accident, mishap, m

particular, sub-Clauses 10.3.1 and
e considered 'material' if it is not
terminating Party (i.e. You under
e 10.6.2). In deciding whether or
d to whether it was caused by any
ing.

11. Communication and Con

- 11.1 If You wish to conta
telephone at <<inse

omplaints, You may contact Us by
at <<insert email address>>.

- 11.2 In certain circumsta
Clauses throughout
use the following m

Us in writing (as stated in various
contacting Us in writing You may

11.2.1 Contact Us b

l address>>; or

11.2.2 Contact Us
address>>.

nsert company name>>, <<insert

12. Complaints and Feedback

- 12.1 We always welcom
all reasonable ende
Ours is a positive o
cause for complaint

tomers and, while We always use
your experience as a customer of
t to hear from you if you have any

- 12.2 All complaints are h
and procedure, ava

th Our complaints handling policy
on(s)>>.

- 12.3 If You wish to comp
but not limited to, th
the following ways:

f Your dealings with Us, including,
vices, please contact Us in one of

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12.3.1 [In writing, <insert name and/or position and/or department>]

12.3.2 [By email, <insert name and/or position and/or department>]

12.3.3 [Using Our <insert name> form;]

12.3.4 [By contacting <insert telephone number> [and choosing option <insert number>] when prompted.]]

<insert name and/or position and/or department>

<insert name and/or position and/or department>]

the instructions included with the

<insert telephone number> [and

Protection)

13. How We Use Your Personal Information (Data Protection)

We will only use Your personal information in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <insert URL>>.

Our <<insert document name, e.g. Privacy Notice>> available at <insert URL>>.

14. Other Important Terms

14.1 We may transfer (assign) Our rights and obligations under this Agreement to a third party (this may occur if We sell Our business). If this occurs You will be bound by the terms of this Agreement will not be transferred to the third party.

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14.2 You may not transfer Your rights and obligations under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

Our obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

14.3 This Agreement is binding on Us and You. No person or third party other than Us or You will be entitled to enforce any provision of this Agreement.

This Agreement is not intended to benefit any other person or third party. No person or third party other than Us or You will be entitled to enforce any provision of this Agreement.

14.4 If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

If any of the provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

14.5 No failure or delay in performance by Us or You of a obligation under this Agreement shall constitute a breach if the Party will waive any such failure or delay.

Waiving any of our respective rights under this Agreement does not constitute a breach if the Party has been waived, and no waiver of this Agreement means that either Party will waive any such failure or delay.

15. Governing Law and Jurisdiction

15.1 The Agreement, whether contractual or otherwise, shall be governed by and construed in accordance with the law of [England and Wales] [Scotland] [Ireland].

between You and Us (whether contractual or otherwise), shall be governed by, and construed in accordance with the law of [England and Wales] [Scotland] [Ireland].

15.2 As a consumer, You may not be bound by any mandatory provisions of the law in your country of residence which conflict with or reduce Your rights under the Agreement.

mandatory provisions of the law in your country of residence which conflict with or reduce Your rights under the Agreement.

15.3 Any dispute, controversy or claim between You and Us relating to the Agreement, whether contractual or otherwise, shall be referred to the jurisdiction of the courts of England, Wales, Scotland or Ireland, as determined by Your residency.

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

Authorised Signature

Date: _____

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

Authorised Signature

Date: _____

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The Services

<<Insert a detailed specification of the Services provided by the Service Provider to the Client>>

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The Price

<<Insert full details of the Price paid including all agreed sums and due dates>>

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