

SAMPLE

THIS AGREEMENT is made the
BETWEEN:

- (1) <<insert name of Service Provider>> [e.g. Sole Trader, Partnership, LLP, Private Limited Company] [with registration number>>] [,with address>>] and] whose main trading address is <<insert trading name if different from company name>>, e.g. Sole Trader, Partnership, LLP, Private Limited Company, in England under number <<insert registration number>>] is <<insert registered address>> <<insert telephone number>> (<<insert email address>>)>> ("the Service Provider") and
- (2) <<Name of Client>> of <<insert address>> (<<insert telephone number>> <<insert email address>>)>> ("the Client")

WHEREAS:

- (1) The Service Provider provides <<insert description of services>> to consumer clients and has reasonable skill, knowledge and experience in that field.
- (2) The Client wishes to engage the Service Provider to provide the services set out in this Agreement, subject to the terms and conditions of this Agreement.
- (3) The Service Provider agrees to provide the services set out in this Agreement to the Client, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Calendar Day" means any day of the year;

"Deposit" means any payment made to Us under sub-clause 1.2;

"Month" means any month;

"Price" means the fee payable for the Services as fully set out in Schedule 2;

"Project" means the project within which We will be providing the Services as described in Schedule 3;

"Services" means the services which are to be provided by Us to the Client as set out in Schedule 1;

"Service Timetable" means the timetable for the provision of the Services set out in Schedule 1;

"Third Party Contractor" means any contractor or consultant working on the Client's behalf;

“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 ulator(s)>>.]
- 2.4 [We are a member association(s) etc.>>.]
- 2.5 [<<Insert further info

3. The Contract

- 3.1 This Agreement go contract between U that You have rea Agreement, please
- 3.2 A legally binding o mutual acceptance

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Agreement.

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

3.3.1 The main characteristics of the Services;

3.3.2 Our identity, the address to which You may direct any correspondence (2) and contact details (as set out below in Clause 3.3.3);

3.3.3 The total Price for the Services is £<<insert sum>> (including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which the Price will be calculated);

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

3.3.5 Our complaint handling policy;

3.3.6 Where applicable, the terms and conditions of any after-sales services and commercial guarantees;

3.3.7 The duration of the Agreement, or if the Agreement is of indefinite duration, the conditions for termination;

3.3.8 [Where applicable, the details of any warranty, including appropriate technical specifications;]

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

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 other terms of the Agreement. Payment in full from You.

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

4.4 In certain circumstances, if the Agreement is cancelled, Your Deposit may be refunded in full or in part. The refund will be calculated based upon the Price for the Services (if any) already undertaken by Us. Please refer to the terms and conditions of the Agreement for details of cancellation.

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

4.6 We accept the following methods of payment:

4.6.1 <<insert type of payment>>

4.6.2 <<insert type of payment>>

4.6.3 <<insert type of payment>>

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4.6.4 <<insert type

4.6.5 <<add more

required>>.

4.7 [Credit and/or debit charged>>.]

<insert point at which a card will be

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

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

4.9 The provisions of such Us to dispute an interest dispute is ongoing.

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

5. Providing the Services

5.1 As required by law care, consistent market/sector/industry accordance with any Us.

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

5.2 The Service Timetable

information:

5.2.1 The start date

5.2.2 Dates and times to provide the

access to Your property in order

5.2.3 Milestone dates Services;

to complete certain parts of the

5.2.4 <<insert additional

required>>.

5.3 We acknowledge alterations to the Services make reasonable enquiries ask Us to make. If incur higher costs, Price before making be made if You accept

You may require Us to make the Services have begun. We will any reasonable changes that You changes requested by You, We will any corresponding increase in the Service Timetable. Changes will only be made if You accept

5.4 We will make every accordance with the cannot, however, be control occurs. We caused by Third Parties Our control.

complete the Services on time (and in Service Timetable in Schedule 1). We any delays if an event outside of Our responsible for any delays that are see Clause 9 for events outside of

5.5 If We require any Services, We will [Examples of what v

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

5.6 If the information or incomplete or otherwise caused as a result

under sub-Clause 5.5 is delayed, not be responsible for any delay required from Us to correct or

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compensate for a
incorrect information
additional sum for the

result of incomplete or otherwise
We may charge You a reasonable

5.7 In certain circumstances
Us information or
suspend the Services

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

5.8 In certain circumstances
problem, We may not
Unless the issue is
inform You in advance

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

5.9 If the Services are
required to pay for the
pay any invoices that

clauses 5.7 or 5.8, You will not be
suspension. You must, however,
provided from Us by their due date(s).

5.10 If You do not pay
suspend the Services
happens, We will
charge You interest

required by Clause 4, We may
all outstanding sums due. If this
This does not affect Our right to

6. Third Party Contractors

6.1 For other parts of the
Party Contractors to
appointment of such
by a particular Third
overlap or in any other

edge that You may appoint Third
Parties. [We will not be involved in the
unless the work to be undertaken
likely to complement, duplicate,
the Services Provided by Us.]

6.2 Where We are required
use reasonable efforts
accordance with this

as a Third Party Contractor, We will
ensure that the Services are provided in

6.3 We may, from time to
undertake certain
appropriate recommendations
Contractor, the contractor
Contractor. We will

ed for a Third Party Contractor to
If this happens, We will make
You are not bound by Our
choose to appoint a Third Party
between You and the Third Party
contract.

6.4 We will require You
progress of the Project
Contractors whose
adversely or otherwise
Third Party Contractor
set out in Schedule

efforts to keep Us informed of the
near the activities of Third Party
provision of the Services (whether
of the Services is delayed by any
right to charge You at the rate(s)

7. Problems with the Services

7.1 We always use reason
is trouble-free. If, however,
that You inform Us
contact Us in writing

that Our provision of the Services
them with the Services We request
as soon as possible [(You do not need to

7.2 We will use reason
quickly as is reasonable
such as those which

any problems with the Services as
practical. [In emergency situations,
living in Your property may be

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[medy problems within 24 hours.]

7.3 We will not charge You for any problems that have been caused by the work of the Contractor [or who have been caused by instructions taken by You, subcontractors, or suppliers] in the work. If We determine that the Contractor, We will not charge You of the problems caused by the Contractor in question.

ems under this Clause 7 where the
Our agents or employees or sub-
We determine that a problem has
information or action provided or
We may charge You for remedial
s been caused by a Third Party
edial work and instead will inform
n follow up with the Third Party

7.4 As a consumer, You services. For full de it is recommended Trading Standards skill and care, You not possible or don You have the right t line with informatio right to request rep reasonable time w information about U You have the right t repeat the Services You for the same performance. In ca up to the full Price a result in a full or pa delay (and in any e We agree that You method originally us addition to your leg remedies if We use

ts with respect to the purchase of
and guidance on exercising them,
local Citizens Advice Bureau or
form the Services with reasonable
st repeat performance or, if that is
me without inconvenience to You,
the Services are not performed in
d about them, You also have the
at is not possible or done within a
You (or if Our breach concerns
the performance of the Services),
for any reason We are required to
ur legal rights, We will not charge
y and all costs of such repeat
tion applies, this may be any sum
eady made payment(s) to Us, may
funds will be issued without undue
days starting on the date on which
d) and made via the same payment
request an alternative method. In
y to the Services, You also have
or incorrectly described.

8. Our Liability

8.1 We will be responsible for any loss or damage suffered as a result of negligence (including but not limited to) or damage is foreseeable, whether or not such negligence or if it is foreseeable. We will not be responsible for any loss or damage suffered as a result of negligence (including but not limited to) or damage is foreseeable, whether or not such negligence or if it is foreseeable.

the loss or damage that You may suffer as a result of Our Agreement or as a result of Our agents or sub-contractors). Loss of the contract is the direct consequence of the breach or non-performance of Us when the contract is created. We shall not be liable for damage that is not foreseeable.

8.2 We provide Service warranty or representation for industrial purposes. Under the Agreement, You agree that We will not be liable to business or for a

use (or purposes). We make no
are fit for commercial, business or
of resale)]. By entering into this
the Services for such purposes.
profit, loss of business, interruption
portunity.

8.3 [If We are providing
will make good th
responsible for any
We may discover w

ty and We cause any damage, We
tional cost to You. We are not
damage in or to Your property that
es.]

8.4 Nothing in this Agreement shall be construed to

or limit Our liability for death or

- personal injury caused by the negligence of Our agents or sub-contractors (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.
- 8.5 Nothing in this Agreement shall release or limit Our liability for failing to perform the Services with due care and skill or in accordance with the information provided to Us by You or about Us.
- 8.6 Nothing in this Agreement shall release or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Citizens' Advice Office.
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. These causes include, but are not limited to: power failure, interruption of supply, strikes, lock-outs or other industrial action by our employees or other civil unrest, fire, explosion, acts of terrorism (threatened or actual), acts of war (threatened, actual or preparations for war), epidemic or pandemic disease 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 is reasonably possible;
- 9.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed with You will be extended accordingly;
- 9.2.3 We will inform You as soon as is reasonably possible outside of Our control is over and the normal times or availability of Services as agreed with You will resume;
- 9.2.4 If an event described in 9.1 occurs and You wish to cancel this Agreement, You may do so in accordance with Your right to Cancel under sub-Clause 10.6.3;
- 9.2.5 If the event described in 9.1 continues for more than <<insert period>> we will be liable for the cancellation of the Agreement in accordance with Our obligations under sub-Clause 10.6.3 and inform You of the cancellation. We will refund to You as a result of that cancellation as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice.
10. **Cancellation**
- 10.1 You are free to cancel this Agreement at any time before We begin to provide any Services We have agreed with You. These sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice.
- 10.2 Once We have begun to provide any Services, You are free to cancel the Agreement by giving Us <<insert period>> written notice. If You have not yet provided any Services to Us for any Services We have agreed with You, the sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our receipt of Your written notice.

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- acceptance of Your not yet paid for, the if no refund is due required to make pa
- 10.3 If any of the followin immediately by givin for any Services W You as soon as is Days of Our accept that You have not y due to You or, if no will be required to r because of Our bre make any payments notice in these circu
- 10.3.1 We have bre to remedy th so in writing
- 10.3.2 We enter int over Our ass
- 10.3.3 We are unal control (as u
- 10.3.4 We wish to disadvantag
- 10.4 We may need to c providing them due due to the occurre cancellation is nec possible. If you hav yet provided, these possible, and in any cancellation.
- 10.5 Once We have bee and this Agreement If You have made provided, these su possible, and in any If We have provide be deducted from a You for those sums with Clause 4.
- 10.6 If any of the followin immediately by givin 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
- e provided Services that You have ed from any refund due to You or, for those sums and You will be h Clause 4.
- l the Services and this Agreement ou have made any payment to Us l, these sums will be refunded to d in any event within 14 Calendar on. If We have provided Services e will be deducted from any refund voice You for those sums and You ance with Clause 4. If You cancel 0.3.1, You will not be required to required to give <<insert period>>
- any material way and have failed t period>> of You asking Us to do
- administrator or receiver appointed
- es due to an event outside of Our or
- this Agreement to your material
- this Agreement before We begin equired personnel or materials, or of Our reasonable control. If such you as soon as is reasonably Us for any Services We have not to you as soon as is reasonably ar Days of Us informing You of the
- es, We may cancel the Services u <<insert period>> written notice. r any Services We have not yet You as soon as is reasonably ar Days of Our cancellation notice. not yet paid for, the sums due will if no refund is due, We will invoice d to make payment in accordance
- 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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10.6.1 You fail to n
does not aff
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

it 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

with 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

12.3.1 [In writing,
department>

t name and/or position and/or

12.3.2 [By email,
department>

t name and/or position and/or
s>>;]

12.3.3 [Using Our c
form;]

g the instructions included with the

12.3.4 [By contacti
choosing op

<insert telephone number>> [and
when prompted.]]

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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>>.

14. **Other Important Terms**

14.1 We may transfer (assign) Our rights 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 the Agreement. Your rights under this Agreement will not be transferred to the third party. Your obligations under this Agreement will remain bound by them.

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

14.3 This Agreement is binding only on the person or party named herein and is not intended to benefit any other person or party. No person or party 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 unenforceable by a court of law or other authority, that / those provision(s) shall be severed from the remainder of this Agreement. The remainder of the Agreement shall remain valid and enforceable.

14.5 No failure or delay in performance by Us or You of a provision of this Agreement means that either Party will waive any of our respective rights under this agreement, and no waiver of this Agreement means that either Party has been waived, and no waiver of this Agreement means that either Party will waive any of our respective rights under this agreement.

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] [Ireland] [Scotland].

15.2 As a consumer, You acknowledge that the mandatory provisions of the law in your country of residence may reduce Your rights. Clause 15.1 above takes away or restricts those provisions.

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.

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

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>>

The Service Timetable

<<Insert the Service Timetable>>

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The Price

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

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The Project

<<Insert a detailed specification of the Services are to be provided>>

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