

STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by <<insert name of Service Provider>> [, trading as <<insert trading name if different from company name>>.] a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1. Definitions and Interpretation

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

“Business Day”	means any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 2;
“Deposit”	means an advance payment made to Us under sub-Clause 5.5;
“Month”	means a calendar month;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 2;
“Order”	means your order for the Services [as attached] OR [as shown overleaf];
“Price”	means the price payable for the Services;
“Project”	means the project within which We will be providing the Services to you as described in your Order and confirmed in Our Order Confirmation;
“Services Schedule”	means the schedule for the provision of the Services by Us which will set out all relevant dates and times;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“Special Price”	means a special offer price payable for Services which We may offer from time to time;
“Third Party Contractor”	means any other contractor or consultant working on the Project;

“We/Us/Our” means <<insert name of service provider>> [, trading as <<insert trading name if different from company name>>,) a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

2. Information About Us

- 2.1 <<insert name of Service Provider>> [, trading as <<insert trading name if different from company name>>,) is a <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited Company etc.>> [registered in England under number <<insert registration number>>] [,whose registered address is <<insert registered address>> and] whose main trading address is <<insert address>>.
- 2.2 [Our VAT number is <<insert VAT number>>.]
- 2.3 [We are regulated by <<insert name(s) of regulator(s)>>.]
- 2.4 [We are a member of <<insert name(s) of association(s) etc.>>.]
- 2.5 [<<Insert further information as required>>.]

3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Services;
- 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 12);

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- 3.4.3 The total Price of the Services is to be calculated in the manner in which the Services are provided, including taxes or, if the nature of the Services is such that they cannot be calculated in advance, the manner in which they will be calculated;
- 3.4.4 The arrangements for the performance and the time by which (or within which) the Services will be provided;
- 3.4.5 Our complaint handling procedures;
- 3.4.6 Where applicable, any guarantees, warranties, indemnities, or other legal obligations relating to sales services and commercial services;
- 3.4.7 The duration of the Services, whether determinate or indeterminate, and, if the Contract is of indefinite duration, the conditions for its termination;
- 3.4.8 [Where applicable, any measures for data protection, including appropriate technical and organizational measures to ensure the security of the data;]
- 3.4.9 [Where applicable, any measures to ensure the compatibility of digital content with hardware and software that are available or expected to be available;

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4. Orders

- 4.1 All Orders for Services will be subject to these Terms and Conditions.
- 4.2 Where the Services are provided as part of a larger Project, We will ensure that the Services will be provided in a manner that will enable Us to schedule Our Services (including, where appropriate, in combination with) Third Party Contractors with the Project.
- 4.3 You may, upon request, wish to make changes to the Services Schedule. We will then use every effort to accommodate in the Services Schedule.
- 4.4 If your Order is changed in writing, the Price in writing.
- 4.5 You may cancel your Order within a certain time period>> of placing it. If you have already made payment, the payment(s) will be refunded as soon as possible, and in any event within 14 Calendar Days of Cancellation. [If you request that your Order be cancelled in this in writing.] If you wish to cancel the Services, please inform Us in writing.
- 4.6 We may cancel your Order before We begin providing the Services due to the unavailability of personnel or materials, or due to the occurrence of circumstances beyond Our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have already made payment to Us under Clause 5 (including, but not limited to the payment(s) will be refunded as soon as is possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

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5. Price and Payment

- 5.1 The Price of the Services shown in Our <<insert document, e.g. price list>> in place of the Price shown in your Order differs from Our current Price shown in Our current price list, you will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit will be shown in the Order Confirmation.
- 5.2 If We quote a Special Price to the Price shown in Our current price list, the Special Price will be valid for <<insert period>> or, if the Special Price is an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be subject to the Special Price. We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change between the date of your Order and the date you receive the Services. These changes will not affect Orders that We have already received payment in full for.
- 5.4 All Prices include VAT. We will adjust the rate of VAT that you must pay. Changes in VAT rates will not affect any Prices where We have already received payment in full.
- 5.5 Before We begin providing the Services, you will be required to pay a Deposit of <<insert percentage>> of the Price for the Services. The due date for payment of your Deposit will be shown in the Order Confirmation.
- 5.6 In certain circumstances, your Deposit will be refunded in full or in part. If the Services are cancelled, your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Services shown in Our <<insert document, e.g. price list>>, and the amount of work (if any) completed by Us. Please refer to sub-clauses 4.5 and 4.6 for more information. Clause 11 if the Services have not yet begun.
- 5.7 The balance of the Price for the Services [once We have provided the Services] OR [on a <<insert frequency>> basis in [advance] OR [arrears] during the Services].
- 5.8 We accept the following methods of payment:
 - 5.8.1 <<insert type of payment method>>
 - 5.8.2 <<insert type of payment method>>
 - 5.8.3 <<insert type of payment method>>
 - 5.8.4 <<insert type of payment method>>
 - 5.8.5 <<add more payment methods if required>>.
- 5.9 [Credit and/or debit card payments are accepted at the <<insert point at which a card will be charged>>.]
- 5.10 If you do not make payment of the Price for the Services by the due date [as shown in/on <<insert document e.g. invoice>> or <<insert document e.g. invoice>> on etc.>>] We may charge you interest on the overdue sum of <<insert percentage between 2 and 4>>% per annum at <<insert frequency>> from the due date of <<insert bank name>> from <<insert date>> on a daily basis from the due date for the overdue sum, whether before or after judgment. Interest will be charged on the overdue sum, whether before or after judgment.
- 5.11 The provisions of clause 5.10 do not apply if you have promptly contacted Us to dispute the Price for the Services. No interest will accrue while such a dispute is ongoing.

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6. **Providing the Services**

6.1 As required by law and good practice, we will provide the Services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry name>> and in accordance with any applicable regulations in the UK and the EU.

services with reasonable skill and care, consistent with the standards in the <<insert market/sector/industry name>> OR [industry], and in accordance with any applicable regulations in the UK and the EU. We will provide you with information about the Services and about the way we provide them.

6.2 A Services Schedule will be provided to you by <<insert method, e.g. email, first class post>> after your order is confirmed. The Services Schedule will set out the dates and times on which We will provide the Services. We will use reasonable care to ensure that Our work coordinates properly with that of others who may be involved in providing the Services.

by <<insert method, e.g. email, first class post>> after your order is confirmed. The Services Schedule will set out the dates and times on which We will provide the Services. We will use reasonable care to ensure that Our work coordinates properly with that of others who may be involved in providing the Services.

6.3 The Services Schedule will provide the following information:

the following information:

6.3.1 The start date of the Services;

access to your property in order to provide the Services;

6.3.2 Dates and times when We will provide the Services;

6.3.3 Milestone dates for the Services;

to complete certain parts of the Services;

6.3.4 <<insert additional information>>.

required>>.

6.4 We accept that from the time the Services Schedule is provided to you, you will be responsible for any changes to the Services Schedule. If, as a result of any changes, We incur higher costs, We will inform you and you will accept the increase in the Price before we make any changes.

require Us to make alterations to the Services Schedule. We will make every reasonable effort to accommodate any reasonable changes you ask Us to make. If, as a result of any changes, We incur higher costs, We will inform you and you will accept the increase in the Price before we make any changes.

6.5 We will make every effort to complete the Services on time (and in accordance with the Services Schedule). We cannot, however, be held responsible for any delay that is outside of Our control, such as delays caused by Third Party Contractors. Please see Clause 11 for more information.

complete the Services on time (and in accordance with the Services Schedule). We cannot, however, be held responsible for any delay that is outside of Our control, such as delays caused by Third Party Contractors. Please see Clause 11 for more information.

6.6 If We require any information from you in order to provide the Services, We will request it as soon as is reasonably possible. [Examples of what we may require are: <<insert examples>>.]

from you in order to provide the Services, We will request it as soon as is reasonably possible. [Examples of what we may require are: <<insert examples>>.]

6.7 If the information you provide is delayed, incomplete or incorrect, We will not be responsible for any delay caused as a result of that information. We will not compensate for a delay caused as a result of incorrect information provided by you. We may charge you a reasonable sum for the additional work required to correct or complete the Services.

you take under sub-Clause 6.6 is delayed, incomplete or incorrect, We will not be responsible for any delay caused as a result of that information. We will not compensate for a delay caused as a result of incorrect information provided by you. We may charge you a reasonable sum for the additional work required to correct or complete the Services.

6.8 In certain circumstances, if you do not provide Us information or if you do not provide the Services on time, We may suspend the Services (and we will inform you in writing of that suspension in writing).

if there is a delay in you sending Us information or if you do not provide the Services on time, We may suspend the Services (and we will inform you in writing of that suspension in writing).

6.9 In certain circumstances, if we encounter a technical problem, We may suspend the Services in order to resolve the issue. Unless the issue is resolved, We will suspend the Services. We will inform you in advance of any suspension.

where We encounter a technical problem, We may suspend the Services in order to resolve the issue. Unless the issue is resolved, We will suspend the Services. We will inform you in advance of any suspension.

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- 6.10 If the Services are required to pay for the suspension, you must, however, pay any invoices that are provided from Us by their due date(s).
- 6.11 If you do not pay for the Services as required by Clause 5, We may suspend the Services. If this happens, We will charge you interest on any sums due.

7. Third Party Contractors

- 7.1 For other parts of the Project, We may appoint Third Party Contractors to carry out certain Services. We will ensure that the appointment of such Third Party Contractors does not duplicate, overlap or in any other manner interfere with the Services provided by Us.
- 7.2 Where We are required to use a Third Party Contractor, We will use reasonable efforts to ensure that the Services are provided in accordance with the requirements of the Project.
- 7.3 We may, from time to time, provide certain Services to you through a Third Party Contractor. If this happens, We may make recommendations to you regarding the appointment of a Third Party Contractor, the contract to be entered into between you and the Third Party Contractor, and the terms and conditions of the contract. We will not be party to the contract.
- 7.4 We ask that you use the Third Party Contractor to carry out the Project and in doing so, ensure that the work may affect the Services (whether adversely or otherwise). [If Our Services is delayed by Third Party Contractors, We will charge you at the rate(s) set out in Our Standard Services Agreement.]

8. Problems with the Services

- 8.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, for any reason, you experience a problem with the Services we request that you inform Us as soon as possible [(you do not need to contact Us in writing)].
- 8.2 We will use reasonable efforts to resolve any problems with the Services as quickly as is reasonable in the circumstances. [In emergency situations, such as those where the Services are being provided to you in your living in your property may be affected, We will use reasonable efforts to remedy problems within 24 hours.]
- 8.3 We will not charge you for remedial work under this Clause 8 where the problem has been caused by our agents or employees or sub-contractors or where the problem has been caused by information or action provided or taken by you, sub-contractors or employees. We may charge you for remedial work if the problem has been caused by a Third Party Contractor, We will inform you of the problem which caused the problem and instead will inform you of the problem which caused the problem and instead will inform you of the problem which caused the problem and instead will inform you of the problem which caused the problem.

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8.4 As a consumer, you have the right to repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, a refund. If the Services are not performed in accordance with the information provided about them, you also have the right to request repeat performance that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns the performance of the Services), or a refund for any reason We are required to provide for our legal rights. We will not charge you for the same repeat performance. In cases where you have already made payment(s) to Us, any refund(s) will be issued without undue delay (and in any event within 14 days starting on the date on which We agree that you are entitled to a refund) and made via the same payment method originally used, unless you request an alternative method. In addition to your legal 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 repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, a refund. If the Services are not performed in accordance with the information provided about them, you also have the right to request repeat performance that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns the performance of the Services), or a refund for any reason We are required to provide for our legal rights. We will not charge you for the same repeat performance. In cases where you have already made payment(s) to Us, any refund(s) will be issued without undue delay (and in any event within 14 days starting on the date on which We agree that you are entitled to a refund) and made via the same payment method originally used, unless you request an alternative method. In addition to your legal remedies if We use

9. Our Liability

- 9.1 We will be responsible for any loss or damage that you may suffer as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.
- 9.2 We provide Service as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.
- 9.3 [If We are providing Service as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.]
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury or for fraud or fraudulent misrepresentation.
- 9.5 Nothing in this Agreement seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with the information provided to you about Us.
- 9.6 Nothing in this Agreement seeks to exclude 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.

oss or damage that you may suffer as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.

We provide Service as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.

[If We are providing Service as a result of Our breach or negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is a foreseeable consequence of Our breach or negligence or if it is a foreseeable consequence of Our breach or negligence. We will not be liable for any loss or damage that is not foreseeable.]

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury or for fraud or fraudulent misrepresentation.

Nothing in this Agreement seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with the information provided to you about Us.

Nothing in this Agreement seeks to exclude 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.

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10. **Events Outside of Our Control**

10.1 We will not be liable for any failure of Our Services where that failure is due to causes outside Our reasonable control. These causes include, but are not limited to: power failure, internet service provider outages, third parties, riots, strikes, earthquakes, subsidence (declared, undeclared or otherwise), and other natural disasters that are outside Our reasonable control.

may in performing Our obligations for any cause that is beyond Our control. These causes include, but are not limited to: power failure, internet service provider outages or other industrial action by third parties, fire, explosion, flood, storms, strikes, (threatened or actual), acts of war (including preparations for war), epidemic or pandemic that is beyond Our reasonable control.

10.2 If any event described in 10.1 occurs that is likely to adversely affect Our performance of Our Services under these Terms and Conditions:

10.2) occurs that is likely to adversely affect Our performance of Our Services under these Terms and Conditions:

10.2.1 We will inform you as soon as is reasonably possible;

10.2.1) We will inform you as soon as is reasonably possible;

10.2.2 Our obligations under these Terms and Conditions will be suspended and any time period for performance of Our Services will be extended accordingly;

10.2.2) Our obligations under these Terms and Conditions will be suspended and any time period for performance of Our Services will be extended accordingly;

10.2.3 We will inform you as soon as is reasonably possible and provide details of the event as necessary;

10.2.3) We will inform you as soon as is reasonably possible and provide details of the event as necessary;

10.2.4 If an event described in 10.1 occurs and you wish to cancel the Contract, you may do so at any time. You will be entitled to a refund of any sums due to you as a result of that cancellation as is reasonably possible, and within 14 Calendar Days of Our acceptance of your cancellation notice.

10.2.4) If an event described in 10.1 occurs and you wish to cancel the Contract, you may do so at any time. You will be entitled to a refund of any sums due to you as a result of that cancellation as is reasonably possible, and within 14 Calendar Days of Our acceptance of your cancellation notice.

10.2.5 If the event described in 10.1 continues for more than <<insert period>> we will be entitled to suspend performance of Our Services under the Contract in accordance with Our right to cancel under 11.6.3 and inform you of the cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10.2.5) If the event described in 10.1 continues for more than <<insert period>> we will be entitled to suspend performance of Our Services under the Contract in accordance with Our right to cancel under 11.6.3 and inform you of the cancellation as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11. **Cancellation**

11.1 If you wish to cancel the Services before the Services begin, you may do so under 11.6.3.

11.1) If you wish to cancel the Services before the Services begin, you may do so under 11.6.3.

11.2 Once We have begun performance of the Services and the Contract, you are free to cancel the Services and the Contract by giving Us <<insert period>> written notice. If you have not yet paid for any Services We have not yet begun performance of, we will refund to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If you have not yet paid for the Services that you have not yet paid for, the sums due will be due to you or, if no refund is due, you will be required to make payment to Us in accordance with 11.6.3.

11.2) Once We have begun performance of the Services and the Contract, you are free to cancel the Services and the Contract by giving Us <<insert period>> written notice. If you have not yet paid for any Services We have not yet begun performance of, we will refund to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice. If you have not yet paid for the Services that you have not yet paid for, the sums due will be due to you or, if no refund is due, you will be required to make payment to Us in accordance with 11.6.3.

11.3 If any of the following events occurs, you may immediately by giving Us <<insert period>> written notice cancel the Services and the Contract. If you have made any payment to Us for any Services We have not yet begun performance of, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11.3) If any of the following events occurs, you may immediately by giving Us <<insert period>> written notice cancel the Services and the Contract. If you have made any payment to Us for any Services We have not yet begun performance of, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

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as soon as is reasonable of Our acceptance of you have not yet paid for you or, if no refund is required to make payment because of Our breach, we will make any payments required to give notice in these circumstances.

any event within 14 Calendar Days of We have provided Services that you have not yet paid for, the sums due 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 required to make payment in accordance with Clause 5. If you cancel the Services and the Contract within 11.3.1, you will not be required to give <<insert period>> notice.

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11.3.1 We have breached the Contract in any material way and have failed to provide a remedy that is acceptable to you in writing; or

any material way and have failed to provide a remedy that is acceptable to you in writing; or

11.3.2 We enter into insolvency proceedings over Our assets;

an administrator or receiver appointed over Our assets;

11.3.3 We are unable to pay our debts in full as they fall due to an event outside of Our control (as understood in Clause 1.1); or

Our debts are due to an event outside of Our control (as understood in Clause 1.1); or

11.3.4 We change our business name.

changes to your material disadvantage.

11.4 We may cancel you the Services before the Services begin under sub-Clause 4.6.

the Services before the Services begin under sub-Clause 4.6.

11.5 Once We have begun to provide the Services and the Contract at a time when you have made any payment to Us for any Services We have provided, these sums due to Us, if any, shall be provided to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due 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 required to make payment in accordance with Clause 5.

the Services, We may cancel the Services and the Contract at any time, with <<insert period>> written notice. If We have provided Services that you have not yet paid for, the sums due 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 required to make payment in accordance with Clause 5.

11.6 If any of the following events occurs, We will immediately by giving you written notice, cancel the Services and the Contract. If you have made any payment to Us for any Services We have provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If you have not yet paid for any Services We have provided, the sums due 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 required to make payment in accordance with Clause 5. We will not be required to give notice in these circumstances:

cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If you have not yet paid for any Services We have provided, the sums due 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 required to make payment in accordance with Clause 5. We will not be required to give notice in these circumstances:

11.6.1 You fail to make payment to Us as required under Clause 5 (this does not affect the right to charge interest on overdue sums under sub-Clause 5.10);

you fail to make payment to Us as required under Clause 5 (this does not affect the right to charge interest on overdue sums under sub-Clause 5.10);

11.6.2 You have breached the Contract in any material way and have failed to provide a remedy that is acceptable to you in writing; or

any material way and have failed to provide a remedy that is acceptable to you in writing; or

11.6.3 We are unable to pay our debts in full as they fall due to an event outside of Our control (for a definition of 'control' see sub-Clause 10.2.5).

Our debts are due to an event outside of Our control (for a definition of 'control' see sub-Clause 10.2.5).

11.7 For the purposes of sub-Clauses 11.3.1 and 11.6.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences to the contracting party (i.e. you under sub-Clause 11.3.1 and the Supplier under sub-Clause 11.6.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event outside of our control.

particular, sub-Clauses 11.3.1 and 11.6.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences to the contracting party (i.e. you under sub-Clause 11.3.1 and the Supplier under sub-Clause 11.6.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event outside of our control.

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12. **Communication and Contact**

12.1 If you wish to contact Us by telephone at <<insert number>> or by email at <<insert email address>>.

by telephone at <<insert number>>

12.2 In certain circumstances, you may contact Us in writing (when cancelling an Order, for example) to cancel the Services). When contacting Us in writing, please use the following methods:

Us in writing (when cancelling an Order, for example) to cancel the Services). When contacting Us in writing, please use the following methods:

12.2.1 Contact Us by email at <<insert email address>>; or

email address>>; or

12.2.2 Contact Us by post to <<insert company name>>, <<insert address>>.

<<insert company name>>, <<insert address>>.

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13. **Complaints and Feedback**

13.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any issues, your experience as a customer of Ours is a positive one. We value your feedback and would like to hear from you if you have any cause for complaint.

customers and, whilst We always use all reasonable endeavours to resolve any issues, your experience as a customer of Ours is a positive one. We value your feedback and would like to hear from you if you have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location(s)>>.

with Our complaints handling policy and procedure, available at <<insert location(s)>>.

13.3 If you wish to complain, please contact Us in writing, but not limited to, the following methods:

If you wish to complain, please contact Us in writing, but not limited to, the following methods:

13.3.1 [In writing, please provide your name and/or position and/or department]

your name and/or position and/or department]

13.3.2 [By email, please provide your name and/or position and/or department]

your name and/or position and/or department]

13.3.3 [Using Our complaint form;]

the instructions included with the complaint form;]

13.3.4 [By contacting Us by telephone, please provide your name and/or position and/or department]

<<insert telephone number>> [and provide your name and/or position and/or department when prompted.]]

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14. **How We Use Your Personal Information (Data Protection)**

(Data Protection)

14.1 All personal information that we collect, process, and hold in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation, will be collected, processed, and held in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation.

will be collected, processed, and held in accordance with applicable law, including the EU Regulation 2016/679 General Data Protection Regulation.

14.2 For complete details on how we use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how to opt out of marketing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

processing, storage, and retention of your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of your rights and how to exercise them, and how to opt out of marketing (where applicable), please refer to Our Privacy Policy at <<insert location>>.

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15. **Other Important Terms**

15.1 We may transfer (and you may be transferred) your rights under these Terms and Conditions (and any other rights or obligations) to a third party (this may

and rights under these Terms and Conditions (and any other rights or obligations) to a third party (this may

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happen, for example, if you are informed by Us in writing that these Terms and Conditions will not be affected and you will be transferred to the third party.

(business). If this occurs you will be bound by these Terms and Conditions will be bound by these Terms and Conditions will be bound by them.

15.2 You may not transfer your obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

15.3 The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

The Contract is between you and Us. No person or third party will be entitled to enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable, that / those provisions shall nevertheless remain valid and enforceable.

If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable, that / those provisions shall nevertheless remain valid and enforceable.

15.5 No failure or delay in exercising any rights and Conditions means that We will waive any subsequent rights.

No failure or delay in exercising any rights and Conditions means that We will waive any subsequent rights.

16. **Governing Law and Jurisdiction**

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

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

16.2 As a consumer, you cannot rely on any mandatory provisions of the law in your country of residence if Clause 16.1 above takes away or restricts those provisions.

As a consumer, you cannot rely on any mandatory provisions of the law in your country of residence if Clause 16.1 above takes away or restricts those provisions.

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

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

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