STANDARD TERMS AN

BACKGROUND:

These Terms and Conditions are method, e.g. telesales>> by <<ii trading name if different from com Partnership, LLP, Private Limited <<insert registration number>>] [,' and] whose main trading address

1. Definitions and Interpreta

1.1 In these Terms an following expression

"Business Day"

"Calendar Day"

"Contract"

"Month"

"Order"

"Order Confirmation"

"Pre-Contract Informatio

"Price"

"Services"

"Special Price"







HE SALE OF SERVICES

the sale of services via <<insert Provider>> [, trading as <<insert rt business type, e.g. Sole Trader, stered in England under number s is <<insert registered address>>

e context otherwise requires, the anings:

r than Saturday or Sunday or

e year;

or the purchase and sale of d in Clause 3;

onth;

the Services, made via <<insert ne>>;

ce and confirmation of your Order se 3;

bout <<insert company name>>, and your legal rights that We are nder the Consumer Contracts ation and Additional Charges) ome of which will be provided . by Our salespeople over the of] which will be made available ethod, location etc.>>;

able for the Services;

vhich are to be provided by Us to pur Order (and confirmed in Our

r price payable for the Services;

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"We/Us/Our"

1.2 Each reference in expression includes message,] fax or ot

2. Information About Us

- 2.1 <<insert name of \$ 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 These Terms and method, e.g. telesa and you. Before s have certain key te you over the teleph Terms and Conditio
- 3.2 Nothing provided by telephone, sales a constitutes a contra a contractual offer t
- 3.3 A legally binding 0 acceptance of you Confirmations will b

4. Orders

- 4.1 All Orders for Servi be subject to these
- 4.2 You may change Services by contac made in writing.

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e of Service Provider>> [, trading ame if different from company business type, e.g. Sole Trader, vate Limited Company etc.>> d under number <<insert >] [,whose registered address is ddress>> and] whose main insert address>>.

tions to "writing" and any similar ons whether sent by email, [text

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

•.]

gulator(s)>>.] sociation(s) etc.>>.]

le of services by Us, via <<insert basis of the Contract between Us <insert description, e.g. "you will information read and explained to ensure that you have read these Information carefully.

nited to, information given over the price lists and other information ceptance. Your Order constitutes etion, accept.

d you will be created upon Our Our Order Confirmation. Order </br/>insert method, e.g. email>>.

nsert method, e.g. telesales>> will

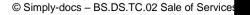
before We begin providing the hange Orders do not need to be

- 4.3 If your Order is cha you contact Us, and
- 4.4 If you change your We begin providing have begun by cont your cancellation rig
- 4.5 We may cancel y Services in the follo
 - 4.5.1 The require provision of
 - 4.5.2 An event o period>> (ple
- 4.6 If We cancel your any payment to Us period (maximum 1 informed by <<inse confirmed in writing

5. **Price and Payment**

- 5.1 The Price of the Se Our <<insert locatio
- 5.2 If We offer a Specia or, if the Special F shown in the adve voucher code and code when making Orders placed durir the Special Price e has expired.
- 5.3 Our Prices may ch Orders that We hav
- 5.4 All Prices include V Order and the date must pay. Change received payment fr
- 5.5 Pricing and payme according to the nat
- 5.6 We accept the follow
 - 5.6.1 <<insert pay
 - 5.6.2 <<insert pay
 - 5.6.3 <<add more
- 5.7 [We do not charge in
 - OR

[We add a <<insert





of any change to the Price [when in writing.

ur Order at any time either before t to limitations, once the Services to Clauses 10 and 11 for details of

before We begin providing the

uired materials necessary for the lable; or

ontinues for more than <<insert ents outside of Our control).

4.5 and you have already made unded to you within <<insert time We cancel your Order, you will be d>> [and the cancellation will be

by Our salespeople] **AND/OR** [in the time of your Order.

will be valid for <<insert period>> tised special offer, for the period al Price requires a promotion or ide a valid promotion or voucher Price will not be available to you. Special Price will be accepted at t your Order until after the period

hese changes will not affect any

hanges between the date of your ill adjust the rate of VAT that you ny Prices where We have already

ue dates for payment) may vary ed.

t:

quired>>.

ny of the payment methods listed 5.6.]

ge for the use of credit cards.]

- 5.8 If you do not mak <<insert document you interest on the and 4>>% per ann from time to time. payment until the a or after judgment. sum.
- 5.9 The provisions of su Us to dispute an in dispute is ongoing.

6. **Providing the Services**

- 6.1 As required by law care, consistent market/sector/indus accordance with an Us. We will begin pyour Order (which s that if you request Day cancellation (or lost. Please see Clambra State State Clambra State Sta
- 6.2 We will continue p period] of <<insert p
- 6.3 We will make eve manner [and to control or control of the c
- 6.4 If We require any i will inform you of th exact nature of the such as <<insert ex
- 6.5 If the information ye otherwise incorrect result. If additional mistake made as a you have provided work.
- 6.6 In certain circumsta
 Us information requ
 (and will inform you
 "by telephone and ii
- 6.7 In certain circums problem, We may resolve the issue. action We will infor "by telephone and i Services.
- 6.8 If the Services are required to pay for t

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y the due date [as shown in/on firmation etc.>>] We may charge of <<insert percentage between 2 ing rate of <<insert bank name>> daily basis from the due date for the overdue sum, whether before est due when paying an overdue

oly if you have promptly contacted interest will accrue while such a

ervices with reasonable skill and nd standards in the <<insert sector] OR [industry], and in / Us about the Services and about n the date agreed when you make Order Confirmation). Please note within the statutory 14 Calendar ur right to cancel may be limited or / cancellation rights.

r [a period] OR [an approximate

provide the Services in a timely We cannot, however, be held utside of Our reasonable control ide of Our control.

order to provide the Services, We bly possible. Depending upon the n Us, We may require information

use 6.4 is delayed, incomplete or sible for any delay caused as a Js to correct or compensate for a therwise incorrect information that easonable additional sum for that

e there is a delay in you sending .4, We may suspend the Services sert communication method(s) e.g.

here We encounter a technical herwise interrupt the Services to mergency and requires immediate ert communication method(s) e.g. ore suspending or interrupting the

lause [6.6 or] 6.7, you will not be suspension. You must, however,

pay any invoices the

6.9 If you do not pay suspend the Servid happens, We will telephone and in wi you interest under s

7. **Problems with the Servic**

- 7.1 We always use re trouble-free. If, hov you inform Us as details>>.
- 7.2 We will use reaso quickly as is reason as those where vulr will use reasonable
- 7.3 We will not charge problems have bee where nobody is at incorrect or incomp [and We may charg
- 7.4 As a consumer, yo services. For full de it is recommended Trading Standards skill and care, you not possible or dor 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 par delay (and in any e We agree that you method originally u addition to your leg remedies if We use

8. Our Liability

8.1 We will be responsi as a result of Our b negligence (includir or damage is fores negligence or if it

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ved from Us by their due date(s).

required by Clause 5, We may all outstanding sums due. If this mmunication method(s) e.g. "by loes not affect Our right to charge

ts

o ensure that Our Services are with the Services We request that e possible via <<insert contact

r problems with the Services as al. [In emergency situations such our property may be affected, We ns within 24 hours.]

ms under this Clause 7 where the Our agents or sub-contractors or lat a problem has been caused by by you, sub-Clause 6.5 will apply ork].

ts with respect to the purchase of and guidance on exercising them, local Citizens Advice Bureau or form the Services with reasonable t 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 vou (or if Our breach concerns the performance of the Services). for any reason We are required to r legal rights, We will not charge v and all costs of such repeat tion applies, this may be any sum adv made payment(s) to Us, may unds will be issued without undue lays starting on the date on which) and made via the same payment equest an alternative method. In v to the Services, You also have br incorrectly described.

bss or damage that you may suffer d Conditions or as a result of Our , agents or sub-contractors). Loss is consequence of the breach or u and Us when the Contract is

created. We will foreseeable.

- 8.2 We provide Service warranty or represe industrial purposes for any loss of profi of business opportu
- 8.3 [If We are providing will make good th responsible for any We may discover w
- 8.4 Nothing in these Te for failing to perfor accordance with inf
- 8.5 Nothing in these T rights as a consum Your local Citizens.

9. Events Outside of Our Co

- 9.1 We will not be liab where that failure reasonable control. internet service pro third parties, riots earthquakes, subsid (declared, undeclare other natural disas control.
- 9.2 If any event descril affect Our perform Conditions or the C
 - 9.2.1 We will infor
 - 9.2.2 Our obligation and any time
 - 9.2.3 We will infor provide deta necessary;
 - 9.2.4 If the event period>> W cancellation. will be paid t
 - 9.2.5 If an event Contract, yo cancellation

10. Your Statutory Right to C

10.1 As a consumer, you







any loss or damage that is not

e use (or purposes). We make no are fit for commercial, business or sale)]. We will not be liable to you uption to business or for any loss

y and We cause any damage, We ional cost to you. We are not amage in or to your property that s.]

ks to exclude or limit Our liability reasonable care and skill or in about the Services or about Us.

eks to exclude or limit your legal Your legal rights, please refer to Standards Office

ay in performing Our obligations any cause that is beyond Our ut are not limited to: power failure, couts or other industrial action by t, fire, explosion, flood, storms, (threatened or actual), acts of war preparations for war), epidemic or that is beyond Our reasonable

occurs that is likely to adversely igations under these Terms and

onably possible;

and Conditions will be suspended d by will be extended accordingly;

outside of Our control is over and mes or availability of Services as

continues for more than <<insert intract and inform you of the bu as a result of that cancellation onably possible;

ccurs and you wish to cancel the ds due to you as a result of such on as is reasonably possible.

o cancel your Contract with Us up

ditions (Business to Consumer)

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to 14 Calendar Da explained in sub-Cl reason under this ri Order Confirmation Order Confirmation apply.

- 10.2 As noted in sub-Cl within the 14 Caler may be limited or statutory cancellatio
 - 10.2.1 If the Serv cancellation are fully perf
 - 10.2.2 If you canc complete (v Services sup to cancel. T price of the sums that deductions of
- 10.3 If you wish to exer inform Us of your d you. Please ensure period in sub-Claus as whole Calendar 23:59 on the final d and accepted). We to inform Us in writi is available < www.website.co.uk/

10.3.1 By telephone

10.3.2 By email on

10.3.3 By post at <

- 10.4 [We may ask you v you provide to impr provide any details
- 10.5 Refunds under this Days after the date
- 10.6 Refunds under this you used when ord make a refund using

11. Cancellation After the Sta

11.1 Cancellation of Sei elapsed shall be su may be subject to a relevant duration ai complete your Ord Information.

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tween you and Us is formed (as neel your Contract with Us for any el your Order before receiving Our el the Contract after receiving the s begin, sub-Clause 10.2 will not

equested that the Services begin riod your statutory right to cancel at the Services begin within the ge and agree that:

d within the 14 Calendar Day right to cancel after the Services

ey have begun but are not yet will be required to pay for the which you inform Us that you wish calculated in proportion to the full Services already provided. Any shall be refunded subject to with the foregoing.

I under this Clause 10, you must in any way that is convenient for your decision to cancel before the the cancellation period is defined bu send Us an email or a letter by riod, your cancellation will be valid orm that you may use if you wish m and accompanying instructions . "from Our website at atively, please contact Us:

number>>;

>; or

cancel and may use any answers ver you are under no obligation to

to you no later than 14 Calendar hat you wish to cancel.

using the same payment method s you specifically request that We

riod

ndar Day cancellation period has ns governing those Services and tion. You will be informed of the s by Our salespeople before you be included in the Pre-Contract

7

11.2 If you wish to exer inform Us of your convenient for you. wish to inform Us instructions is av www.website.co.uk

11.2.1 By telephone

11.2.2 By email on

11.2.3 By post at <

- 11.3 We may ask you v you provide to impr provide any details
- 11.4 Eligibility for refund cases vou mav be will be informed of your Order and deta
- 11.5 Refunds under this Days after the date
- Refunds under this 11.6 you used when ord make a refund using

12. **Communication and Con**

- 12.1 If you wish to con contact Us by telep address>>.
- 12.2 For orders, paymen number>> or by em

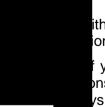
13. **Complaints and Feedbac**

- 13.1 We always welcom all reasonable ende Ours is a positive of cause for complaint
- 13.2 All complaints are h and procedure, ava
- 13.3 If you wish to comp but not limited to, the please contact Us ir
 - 13.3.1 [In writing, department>
 - 13.3.2 [By email, department>
 - 13.3.3 [Using Our d form;]









under this Clause 11, you must u may do so in any way that is tion form that you may use if you ellation form and accompanying e.g. "from Our website at S. tively, please contact Us:

umber>>:

⊳; or

cancel and may use any answers ver you are under no obligation to

the Services ordered. In some er payment on cancellation. You ur salespeople before you submit h the Pre-Contract Information.

to you no later than 14 Calendar hat you wish to cancel.

using the same payment method s you specifically request that We

lestions or complaints, you may r>> or by email at <<insert email

ntact Us by telephone at <<insert ess>>.

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

ith Our complaints handling policy ion(s)>>.

f your dealings with Us, including, ns, the Contract, or the Services, vs:

t name and/or position and/or

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

the instructions included with the

ditions (Business to Consumer)

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13.3.4 [By contactin choosing op

14. How We Use Your Persor

We will only use your perso e.g. Privacy Notice>> avail

15. Other Important Terms

- 15.1 We may transfer (a Conditions (and un happen, for examp informed by Us in v not be affected and transferred to the th
- 15.2 You may not transf and Conditions (an written permission.
- 15.3 The Contract is bet person or third part enforce any provisio
- 15.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditio valid and enforceab
- 15.5 No failure or delay and Conditions mea a breach of any pro waive any subseque

16. Governing Law and Juris

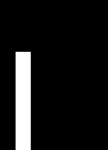
- 16.1 These Terms and C and Us (whether construed in accord [Scotland].
- 16.2 As a consumer, yo your country of resi reduces your rights
- 16.3 Any dispute, contro to these Terms and and Us (whether co the courts of Englar your residency.











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

otection)

It in Our <<insert document name, n(s)>>.

nd rights under these Terms and plicable) to a third party (this may ess). If this occurs, you will be r these Terms and Conditions will bese Terms and Conditions will be bound by them.

ns and rights under these Terms applicable) without Our express

not intended to benefit any other person or party will be entitled to pnditions.

and Conditions are found to be e by any court or other authority, vered from the remainder of these ese Terms and Conditions shall be

of Our rights under these Terms that right, and no waiver by Us of nd Conditions means that We will r any other provision.

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

handatory provisions of the law in Clause 16.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of lorthern Ireland, as determined by