

BACKGROUND:

These Terms and Conditions are made available to you by the following method, e.g. telesales>> by <<insert method>> [, trading as <<insert trading name if different from company name>>] <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited>> <<insert registration number>>] [, and] whose main trading address is

the sale of services via <<insert method>> [, trading as <<insert trading name if different from company name>>] <<insert business type, e.g. Sole Trader, Partnership, LLP, Private Limited>> <<insert registration number>>] [, and] whose main trading address is <<insert registered address>>

1. Definitions and Interpretation

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

“Business Day”

any day other than Saturday or Sunday or

“Calendar Day”

any day of the year;

“Contract”

the contract for the purchase and sale of Services as set out in Clause 3;

“Month”

any month;

“Order”

an order for the Services, made via <<insert method>>;

“Order Confirmation”

the receipt and confirmation of your Order as set out in Clause 3;

“Pre-Contract Information”

information about <<insert company name>>, including details of the Services and your legal rights that We are required to provide under the Consumer Contracts Regulations (including any Additional Charges) some of which will be provided to you by Our salespeople over the telephone and some of which will be made available to you by other means (e.g. by email, method, location etc.>>;

“Price”

the price payable for the Services;

“Services”

the Services which are to be provided by Us to you pursuant to your Order (and confirmed in Our Order Confirmation);

“Special Price”

any special price payable for the Services;

“We/Us/Our”

1.2 Each reference in this document to “writing” or “written” expression includes electronic communications whether sent by email, [text message,] fax or other electronic means.

2. Information About Us

2.1 <<insert name of Service Provider>> [different from company name if different from company name, e.g. Sole Trader, Partnership, Private Limited Company etc.>>] [registered in England under number <<insert number>>] [whose registered address is <<insert address>>]

2.2 [Our VAT number is <<insert VAT number>>].

2.3 [We are regulated by <<insert regulator(s)>>].

2.4 [We are a member of <<insert association(s) etc.>>].

2.5 [<<Insert further information>>].

3. The Contract

3.1 These Terms and Conditions apply to the sale of services by Us, via <<insert method, e.g. telesales>> and you. Before sale, we will ensure that you have certain key terms of the Contract read and explained to you over the telephone. You must read and accept these Terms and Conditions before you place an Order.

3.2 Nothing provided by you over the telephone, sales and other information constitutes a contract. Your Order constitutes a contractual offer to Us.

3.3 A legally binding Contract will be created upon Our acceptance of your Order. Our Order Confirmation will be sent to you via <<insert method, e.g. email>>.

4. Orders

4.1 All Orders for Services will be subject to these Terms and Conditions.

4.2 You may change or cancel your Order before We begin providing the Services by contacting Us. Change Orders do not need to be made in writing.

<<insert method, e.g. email>>].

of Service Provider>> [different from company name if different from company name, e.g. Sole Trader, Partnership, Private Limited Company etc.>>] [registered in England under number <<insert number>>] [whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>].

communications to “writing” and any similar expressions whether sent by email, [text message,] fax or other electronic means.

trading as <<insert trading name if different from company name if different from company name, e.g. Sole Trader, Partnership, Private Limited Company etc.>> [registered in England under number <<insert number>>] [whose registered address is <<insert address>>] and] whose main trading address is <<insert address>>].

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regulator(s)>>].

association(s) etc.>>].

sale of services by Us, via <<insert method, e.g. telesales>> and you. Before sale, we will ensure that you have certain key terms of the Contract read and explained to you over the telephone. You must read and accept these Terms and Conditions before you place an Order.

Nothing provided by you over the telephone, sales and other information constitutes a contract. Your Order constitutes a contractual offer to Us.

A legally binding Contract will be created upon Our acceptance of your Order. Our Order Confirmation will be sent to you via <<insert method, e.g. email>>.

<<insert method, e.g. telesales>> will be subject to these Terms and Conditions.

You may change or cancel your Order before We begin providing the Services by contacting Us. Change Orders do not need to be made in writing.

- 4.3 If your Order is changed by Us, we will notify you of any change to the Price [when you contact Us, and in writing.
- 4.4 If you change your Order, you may cancel your Order at any time either before We begin providing the Services, or, subject to limitations, once the Services have begun by contacting Us. See Clauses 10 and 11 for details of your cancellation rights.
- 4.5 We may cancel your Order if you do not provide the Services in the following circumstances:
- 4.5.1 The required materials necessary for the provision of the Services are not available; or
 - 4.5.2 An event occurs which prevents the Services from continuing for more than <<insert period>> (please specify).
- 4.6 If We cancel your Order, you will be refunded any payment to Us within <<insert time period>> (maximum 14 days). If you have already made any payment to Us, we will refund it to you within <<insert time period>> (maximum 14 days). If We cancel your Order, you will be informed by <<insert method>> [and the cancellation will be confirmed in writing].

5. Price and Payment

- 5.1 The Price of the Services is set out in the Order. The Price may be changed by Our salespeople] **AND/OR** [in writing at any time after the time of your Order.
- 5.2 If We offer a Special Price, the Special Price will be valid for <<insert period>> or, if the Special Price is a limited time offer, for the period shown in the advertisement. The Special Price requires a promotion or voucher code and you must provide a valid promotion or voucher code when making your Order. The Special Price will not be available to you. The Special Price will be accepted at the time of your Order until after the period has expired.
- 5.3 Our Prices may change from time to time. These changes will not affect any Orders that We have already received payment for.
- 5.4 All Prices include VAT. Changes between the date of your Order and the date of payment will adjust the rate of VAT that you must pay. Changes to VAT rates will not affect any Prices where We have already received payment for.
- 5.5 Pricing and payment terms (including due dates for payment) may vary according to the nature of the Services.
- 5.6 We accept the following payment methods:
- 5.6.1 <<insert payment method>>
 - 5.6.2 <<insert payment method>>
 - 5.6.3 <<add more payment methods>> [if required].
- 5.7 [We do not charge a fee for the use of credit cards.]

OR

[We add a <<insert fee>> for the use of credit cards.]

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5.8 If you do not make payment by the due date [as shown in/on <<insert document reference>>] We may charge you interest on the sum of <<insert percentage between 2 and 4>>% per annum from time to time. Interest will accrue on the sum of the payment until the amount is paid in full or after judgment. Interest will not be charged on the sum.

by the due date [as shown in/on <<insert document reference>>] We may charge you interest on the sum of <<insert percentage between 2 and 4>>% per annum from time to time. Interest will accrue on the sum of the payment until the amount is paid in full or after judgment. Interest will not be charged on the sum.

5.9 The provisions of section 5.8 shall not apply if you have promptly contacted Us to dispute an interest while such a dispute is ongoing.

apply if you have promptly contacted Us to dispute an interest while such a dispute is ongoing.

6. Providing the Services

6.1 As required by law and good practice, consistent with the standards of the market/sector/industry, we will provide the Services in accordance with an Order Confirmation. We will begin providing the Services on the date agreed when you make your Order (which shall be the date of the Order Confirmation). Please note that if you request cancellation (or a refund) within the statutory 14 Calendar Day cancellation (or refund) period, your right to cancel may be limited or your cancellation rights may be lost. Please see Clause 6.2.

As required by law and good practice, consistent with the standards of the market/sector/industry, we will provide the Services in accordance with an Order Confirmation. We will begin providing the Services on the date agreed when you make your Order (which shall be the date of the Order Confirmation). Please note that if you request cancellation (or a refund) within the statutory 14 Calendar Day cancellation (or refund) period, your right to cancel may be limited or your cancellation rights may be lost. Please see Clause 6.2.

6.2 We will continue to provide the Services for a period of <<insert period>> [a period] OR [an approximate period] of <<insert period>>.

We will continue to provide the Services for a period of <<insert period>> [a period] OR [an approximate period] of <<insert period>>.

6.3 We will make every effort to provide the Services in a timely manner [and to compensate you for any delay caused by Us]. We cannot, however, be held responsible for any delay caused by Us outside of Our reasonable control or outside of Our control.

We will make every effort to provide the Services in a timely manner [and to compensate you for any delay caused by Us]. We cannot, however, be held responsible for any delay caused by Us outside of Our reasonable control or outside of Our control.

6.4 If We require any information from you in order to provide the Services, We will inform you of the exact nature of the information required, such as <<insert example>>.

In order to provide the Services, We may require information from you. We will inform you of the exact nature of the information required, such as <<insert example>>.

6.5 If the information you provide to Us in clause 6.4 is delayed, incomplete or otherwise incorrect, we may be responsible for any delay caused as a result. If additional information is required, we will inform you of the mistake made as a result of the information you have provided and we may require you to provide a reasonable additional sum for that work.

If clause 6.4 is delayed, incomplete or otherwise incorrect, we may be responsible for any delay caused as a result. If additional information is required, we will inform you of the mistake made as a result of the information you have provided and we may require you to provide a reasonable additional sum for that work.

6.6 In certain circumstances, if there is a delay in you sending information to Us in clause 6.4, We may suspend the Services until you provide the information by telephone and if necessary, by email.

If there is a delay in you sending information to Us in clause 6.4, We may suspend the Services until you provide the information by telephone and if necessary, by email.

6.7 In certain circumstances, if we encounter a technical problem, We may suspend the Services until the problem is resolved. We will inform you of the problem and if necessary, by telephone and if necessary, by email.

If we encounter a technical problem, We may suspend the Services until the problem is resolved. We will inform you of the problem and if necessary, by telephone and if necessary, by email.

6.8 If the Services are suspended under clause [6.6 or] 6.7, you will not be required to pay for the Services during the suspension. You must, however,

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ved from Us by their due date(s).

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

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- to ensure that Our Services are in compliance with the Services We request that you make it possible via <<insert contact information>>

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

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

- 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
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
o) and made via the same payment
request an alternative method. In
y to the Services, You also have
or incorrectly described.

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

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created. We will not be liable for any loss or damage that is not foreseeable.

8.2 We provide Service without any warranty or representation that the Services are fit for commercial, business or industrial purposes [or for any loss of profit or business opportunity or for any loss or damage that is not foreseeable]. We will not be liable to you for any loss or damage that is not foreseeable.

8.3 [If We are providing the Services to you and We cause any damage, We will make good the damage to you at no additional 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 these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in respect of any damage caused by Us about the Services or about Us.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control

9.1 We will not be liable for any failure of the Services where that failure is caused by an event outside Our reasonable control. Events outside Our reasonable control include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, terrorism (threatened or actual), acts of war (declared, undeclared or preparations for war), epidemic or pandemic (threatened or actual) or other natural disasters. Events outside Our reasonable control that is beyond Our reasonable control.

9.2 If any event described in 9.1 occurs that is likely to adversely affect Our performance of the Services under these Terms and Conditions or the Contract, We will inform you as soon as it is reasonably possible;

9.2.1 We will inform you as soon as it is reasonably possible;

9.2.2 Our obligations under the Contract and Conditions will be suspended during the period of the event and by will be extended accordingly;

9.2.3 We will inform you as soon as it is reasonably possible outside of Our control is over and the Services or availability of Services as soon as it is reasonably possible;

9.2.4 If the event continues for more than <<insert period>> We will suspend the Contract and inform you of the suspension and you as a result of that cancellation you will be paid the amount of the Contract as is reasonably possible;

9.2.5 If an event occurs and you wish to cancel the Contract, you will be paid the amount of the Contract due to you as a result of such cancellation as is reasonably possible.

10. Your Statutory Right to Cancel

10.1 As a consumer, you have the right to cancel your Contract with Us up to 14 days after the date of the Contract.

any loss or damage that is not foreseeable.

We use the Services for any purpose (or purposes). We make no representation that the Services are fit for commercial, business or industrial purposes [or for any loss of profit or business opportunity or for any loss or damage that is not foreseeable]. We will not be liable to you for any loss or damage that is not foreseeable.

[If We are providing the Services to you and We cause any damage, We will make good the damage to you at no additional cost to you. We are not responsible for any damage in or to your property that we may discover while providing the Services.]

Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in respect of any damage caused by Us about the Services or about Us.

Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

We will not be liable for any failure of the Services where that failure is caused by an event outside Our reasonable control. Events outside Our reasonable control include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, terrorism (threatened or actual), acts of war (declared, undeclared or preparations for war), epidemic or pandemic (threatened or actual) or other natural disasters. Events outside Our reasonable control that is beyond Our reasonable control.

If any event described in 9.1 occurs that is likely to adversely affect Our performance of the Services under these Terms and Conditions or the Contract, We will inform you as soon as it is reasonably possible;

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to 14 Calendar Days after the date of the Order Confirmation. If you cancel your Contract with Us for any reason under this right to cancel, your Order before receiving Our Order Confirmation, the Contract after receiving the Order Confirmation, the Services begin, sub-Clause 10.2 will not apply.

- 10.2 As noted in sub-Clause 10.1, the period within the 14 Calendar Days after the date of the Order Confirmation may be limited or restricted by the statutory cancellation period.

10.2.1 If the Services are cancelled within the 14 Calendar Days after the date of the Order Confirmation, the Services are fully performed.

10.2.2 If you cancel the Services before they have begun but are not yet fully performed, you will be required to pay for the Services supplied up to the date of cancellation. The price of the Services shall be the full price of the Services, less any sums that have been paid, less any deductions of taxes and other charges.

- 10.3 If you wish to exercise your right to cancel, you must inform Us of your decision to cancel in any way that is convenient for you. Please ensure that you inform Us of your decision to cancel before the end of the cancellation period in sub-Clause 10.2. You must send Us an email or a letter by the end of the cancellation period, or you may use the form that you may use if you wish to inform Us in writing. The form is available at www.website.co.uk/cancellation-form.

10.3.1 By telephone on <number>;

10.3.2 By email on <email>; or

10.3.3 By post at <address>.

- 10.4 [We may ask you to provide details of the reasons for your decision to cancel and may use any answers you provide to improve our Services. However, you are under no obligation to provide any details.]

- 10.5 Refunds under this Clause shall be made to you no later than 14 Calendar Days after the date of your decision to cancel.

- 10.6 Refunds under this Clause shall be made to you no later than 14 Calendar Days after the date of your decision to cancel, using the same payment method as you used when you ordered the Services, unless you specifically request that We make a refund using a different method.

11. Cancellation After the Statutory Period

- 11.1 Cancellation of Services after the 14 Calendar Day cancellation period has elapsed shall be subject to the terms governing those Services and the applicable statutory provisions. You will be informed of the relevant duration and the applicable statutory provisions by Our salespeople before you complete your Order. The relevant statutory provisions shall be included in the Pre-Contract Information.

between you and Us is formed (as explained in sub-Clause 10.1), you may cancel your Contract with Us for any reason under this right to cancel, your Order before receiving Our Order Confirmation, the Contract after receiving the Order Confirmation, the Services begin, sub-Clause 10.2 will not apply.

requested that the Services begin within the 14 Calendar Days after the date of the Order Confirmation, the period your statutory right to cancel may be limited or restricted by the statutory cancellation period. You must agree and agree that:

10.2.1 If the Services are cancelled within the 14 Calendar Days after the date of the Order Confirmation, the Services are fully performed.

10.2.2 If you cancel the Services before they have begun but are not yet fully performed, you will be required to pay for the Services supplied up to the date of cancellation. The price of the Services shall be the full price of the Services, less any sums that have been paid, less any deductions of taxes and other charges.

10.3 If you wish to exercise your right to cancel, you must inform Us of your decision to cancel in any way that is convenient for you. Please ensure that you inform Us of your decision to cancel before the end of the cancellation period in sub-Clause 10.2. You must send Us an email or a letter by the end of the cancellation period, or you may use the form that you may use if you wish to inform Us in writing. The form is available at www.website.co.uk/cancellation-form.

10.3.1 By telephone on <number>;

10.3.2 By email on <email>; or

10.3.3 By post at <address>.

10.4 [We may ask you to provide details of the reasons for your decision to cancel and may use any answers you provide to improve our Services. However, you are under no obligation to provide any details.]

10.5 Refunds under this Clause shall be made to you no later than 14 Calendar Days after the date of your decision to cancel.

10.6 Refunds under this Clause shall be made to you no later than 14 Calendar Days after the date of your decision to cancel, using the same payment method as you used when you ordered the Services, unless you specifically request that We make a refund using a different method.

11. Cancellation After the Statutory Period

11.1 Cancellation of Services after the 14 Calendar Day cancellation period has elapsed shall be subject to the terms governing those Services and the applicable statutory provisions. You will be informed of the relevant duration and the applicable statutory provisions by Our salespeople before you complete your Order. The relevant statutory provisions shall be included in the Pre-Contract Information.

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11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision. You may do so in any way that is convenient for you. We will provide you with a cancellation form that you may use if you wish to inform Us. A cancellation form and accompanying instructions is available on our website, e.g. "from Our website at www.website.co.uk". Alternatively, please contact Us:

11.2.1 By telephone at <<insert telephone number>>;

11.2.2 By email on <<insert email address>>; or

11.2.3 By post at <<insert postal address>>.

11.3 [We may ask you to provide details of the reasons for your cancellation and may use any answers you provide to improve our Services. However you are under no obligation to provide any details.]

11.4 Eligibility for refund depends on the Services ordered. In some cases you may be required to make payment on cancellation. You will be informed of the refund policy by our salespeople before you submit your Order and details are included in the Pre-Contract Information.

11.5 Refunds under this Clause will be made to you no later than 14 Calendar Days after the date of cancellation of the Services that you wish to cancel.

11.6 Refunds under this Clause will be made using the same payment method as you used when ordering the Services unless you specifically request that We make a refund using a different method.

12. Communication and Contact

12.1 If you wish to contact Us for questions or complaints, you may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

12.2 For orders, payment queries or complaints, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

13. Complaints and Feedback

13.1 We always welcome feedback from our customers and, whilst We always use your experience as a customer of Our Services to improve our Services, we want to hear from you if you have any comments or suggestions for improvement.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on our website at <<insert website address>>.

13.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, the Services, the Contract, or the Services, please contact Us in writing at <<insert email address>> or by post at <<insert postal address>>:

13.3.1 [In writing, please provide your full name and/or position and/or department and a contact telephone number.]

13.3.2 [By email, please provide your full name and/or position and/or department and a contact telephone number.]

13.3.3 [Using Our complaints form, please provide your full name and/or position and/or department and a contact telephone number.]

13.3.4 [By contacting
choosing op

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

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

We will only use your personal information as set out in Our <<insert document name, e.g. Privacy Notice>> available at <<insert URL>> on(s)>>.

15. **Other Important Terms**

15.1 We may transfer (and sub-licence) all or part of our obligations and rights under these Terms and Conditions (and any amendments) to a third party (this may happen, for example, if we are sold or merged with another company). If this occurs, you will be bound by these Terms and Conditions and these Terms and Conditions will continue to apply to you. You will be bound by them.

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

15.3 The Contract is between Us and you. No other 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 by any court or other authority, that / those provisions shall be severed from the remainder of these Terms and Conditions and the remaining provisions shall be valid and enforceable.

15.5 No failure or delay in exercising any of Our rights under these Terms and Conditions means that right, and no waiver by Us of any of our rights under these Terms and Conditions means that We will not be bound by any other provision.

16. **Governing Law and Jurisdiction**

16.1 These Terms and Conditions, and the relationship between you and Us (whether before or after the Contract is made) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

16.2 As a consumer, you may not be able to waive certain mandatory provisions of the law in your country of residence. 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 before or after the Contract is made) shall be subject to the jurisdiction of the courts of England and Wales, Scotland or Northern Ireland, as determined by your residency.