

BACKGROUND:

These Terms and Conditions are the legal basis for the application of the law and apply to the provision by <<Insert Company or Individual Name>> ("the Supplier") of kitchen design or fitting or supply services to customers who require any such services for their home.

These Terms and Conditions apply when the Supplier provides services to a "Consumer" as defined below.

1. Definitions and Interpretation

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

- “Agreement” means the contract or agreement between You and Us in the form of a written document which will incorporate and be subject to these Terms and Conditions;
- “Agreed Times” means the times when You and We agree for Us to have access to Your premises to carry out and complete the Services [as set out in the Agreement];
- “Business” means any trade, craft or profession carried on by You for the purposes of a business;
- “Consumer” means a natural person defined by the Consumer Rights Act 2015. A Consumer in these Terms and Conditions means an individual who is not a Supplier who receives any Services for purposes wholly or mainly outside of their business;
- “Design Services” means the design services to be provided as set out in the Agreement;
- “Design Terms and Conditions” means the terms and conditions in Schedule 1 that will apply in addition to these Terms and Conditions in cases 1- [21] where We are to provide Design Services;
- “Fitting Services” means the fitting services to be provided as set out in the Agreement;
- “Fitting Terms and Conditions” means the terms and conditions in Schedule 2 that will apply in addition to these Terms and Conditions in cases 1- [21] where We are to provide Fitting Services;
- “Inseparably Mixed Goods” means any Goods which become mixed inseparably (according to the Supplier) with other Products or other items after delivery;
- “Kitchen” means the Kitchen (or Property) which is the subject of the Agreement;
- “Model Cancellation Form” means the model cancellation form attached as Schedule 5;
- “Order” means an order for Us to provide a Quotation for any Services;
- “Our Premises” means the premises as that expression is defined in the Agreement;

“Personalised Goods”

“Price”

“Price for the Products”

“Products”

“Project”

“Property”

“Quotation”

“Quoted Price”

“Regulations”

“Services”

“Start Date”

“Supply Services”

**“Supply Terms
and Conditions”**

“Third Party Contractor”

“Visit”

“We/Us/Our”

“You/Your”

1.2 Each reference in these
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means.

1.3 Each reference to a sta

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made to Your specifications or are

shown on invoices issued in accordance
Terms and Conditions) that You must pay
Agreement;

charge You for the Products that We use
Supply Services, being part or all of the
Services;

materials and other items We supply which
Services as such items are specified in

) within which We will be providing the
project may include supply or products,
Services (including design) additional to any
e;

stated in the Order and the Agreement)
ated;

give to You in accordance with Clause
We will provide to You and the Price We
each case, Design Services, Fitting
es;

in the Quotation for Design Services,
Services;

contracts (Information, Cancellation and
ations 2013;

es and/or Fitting Services and/or Supply
provide as specified in a copy of an
ed to the Agreement;

We agree on for Us to start providing t
e Agreement;

duct and other supply services to
an attachment to the Agreement;

Schedule 3 that will apply in addition
s 1-22 where We are to provide

or or consultant working on the Project;

cheduled or otherwise, on which We visit
y of the Services;

cludes all employees, agents and
plier;

s a customer of the Supplier.

o “writing”, and any similar expression,
nt by e-mail, [text message,] or other

atute is a reference to that statute or

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a percentage of the Quoted Price (see Clause 5.3).

4.6 You may accept a Quotation within <<Insert Period e.g. 7 days>> after You receive one copy of it and returning it to Us signed and dated by You; We issue the Quotation.

4.7 When (but not before):

4.7.1 You have returned the Quotation signed and dated by You;

4.7.2 You have paid the Deposit.

a legally binding contract for the Quoted Price and for Us to provide Design Services or Fitting Services which are the subject of the Quotation.

We will then attach the Quotation (including the Quoted Price) to the Agreement and complete any blanks in accordance with the Quotation.

4.8 Where We provide Design Services or Fitting Services, We will only provide a Quotation for Supply of Materials if We have approved the Final Design referred to in Schedule 1.

5. [Deposit]

5.1 You must pay Us the Deposit within <<Insert Period e.g. 7 days>> after You accept the Quotation.

5.2 Acceptance of a Quotation is deemed to be the acceptance of the Deposit.

5.3 The Deposit is non-refundable.

6. Payment of Price and VAT

6.1 The Quoted Price for the Services as shown in the Quotation will be the Price payable for those Services.

6.2 The Quoted Price is inclusive of VAT changes before You accept the Quotation We will accept any VAT changes that You must pay.

6.3 We will invoice the Deposit upon our acceptance of the Quotation, and We will invoice the balance of the Quoted Price in stages set out in the Quotation, in each case in the amount which is payable at that stage] OR [upon completion of the Services]

6.4 You must pay any invoice within <<Insert Period e.g. 14 days>> of receipt.

6.5 We accept the following payment methods:

6.5.1 <<Insert Method e.g. Bank Transfer>>

6.5.2 <<Insert Method e.g. Credit Card>>

6.5.3 <<Insert Method e.g. Cash>>

6.5.4 <<Insert other method>>

6.6 If You do not pay an invoice within <<Insert Period e.g. 14 days>> of receipt, We may charge You interest on the overdue sum at the rate of <<Insert Rate e.g. 5%>> above the base rate of <<Insert Name of Bank>> from the date of payment, whether before or after judgment.

6.7 If You have promptly complied with an invoice in good faith We will not charge interest while sum is outstanding.

7. The Services

7.1 Additional terms and conditions apply as follows. In addition to Clauses 1-22 of the Agreement, the following terms and conditions shall apply:

will be <<insert %, e.g. 25% >> of the Quoted Price.

ing one copy of it and returning it to Us signed and dated by You; We issue the Quotation.

signed and dated by You;

s will be created for You to pay the Quoted Price for the Design Services (as the case may be either Design Services or Fitting Services) which are the subject of the Quotation.

Agreement and complete any blanks in accordance with the Quotation.

only provide a Quotation for Supply of Materials if We have approved the Final Design referred to in Schedule 1.

<<Insert Period e.g. 7 days>> after You accept the Quotation.

til We receive the Deposit in full.

in Clauses 13, 14 and 15.]

will be the Price payable for those Services as shown in the Quotation.

e of VAT changes before You accept the Quotation We will accept any VAT changes that You must pay.

our acceptance of the Quotation, and We will invoice the balance of the Quoted Price in stages set out in the Quotation, in each case in the amount which is payable at that stage] OR [upon completion of the Services]

than the Deposit within <<Insert Period e.g. 14 days>> of receipt.

We may charge You interest on the overdue sum at the rate of <<Insert Rate e.g. 5%>> above the base rate of <<Insert Name of Bank>> from the date of payment, whether before or after judgment.

an invoice in good faith We will not charge interest while sum is outstanding.

ollows. In addition to Clauses 1-22 of the Agreement, the following terms and conditions shall apply:

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You with any Design Services; and/or

You with any Fitting Services; and/or

You with any Supply Services.

with the specification set out in the
ended by agreement between You and

with reasonable care and skill and to a
best trade practice.

ent codes of practice and statutory or

public liability insurance policy and will
permits as may be required in order to

Consumer Rights

may have, We guarantee that the work that We supply as part of the Services has a guarantee period of <<Insert Period>> for the Services.

g the above guarantee period, We will

that Our provision of the Services is
with the Services We request that You
you do not need to contact Us in writing
remedy problems with the Services as

ems under this Clause 8 where the
body is at fault]. If We determine that
complete information or action provided
medial work. If We determine that a
Contractor, We will not carry out any
problem which You may then follow

with respect to the purchase of goods or services and guidance on exercising them, it is the responsibility of the Citizens Advice Bureau or Trading Standards Services with reasonable skill and care, and, if that is not possible or done, the responsibility to You, You have the right to a repeat performance in line with information that We have provided. You have the right to request repeat performance or, if that is not possible, a refund without inconvenience to You (or a replacement if that does not relate to the performance of the goods or services) in price. If for any reason We are unable to comply with Your legal rights, We will not be responsible for any and all costs of such repeat performance. If it applies, this may be any sum up to the amount of the payment(s) to Us, may result in a full or partial refund without undue delay (and in any event within the time which We agree that You are entitled to under the method originally used by You unless otherwise stated) to your legal rights relating directly to the goods or materials that are faulty or incorrectly

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described.

9. Your Obligations

Except where We only provide

- 9.1 If any consents, licences or permissions are needed from any third parties such as landlords, planning authorities or similar, You are responsible for obtaining them and You must ensure that we have applied for and obtained all such consents, licences or other permissions before we enter into the contract with You for the Services.
- 9.2 You may either give Us access to the Property or be present at the Agreed Times to give Us access to the Property. Keys will be kept safely and securely by Us.
- 9.3 You must give Us at least 4 hours>> notice if You do not require Us to provide the Services on a particular day or at a particular time. We will not invoice You for cancelled visits if 4 hours notice is given. If less than <<Insert Period e.g. 24 hours>> notice is given, we will invoice You at Our Normal Hourly Rate for the time that You would have attended for that cancelled Visit.

10. Third Party Contractors

- 10.1 Where We or You identify additional services or products needed in addition to the Services to complete the Project, there are services or products that the following will apply.
- 10.2 We acknowledge that You may wish to appoint Third Party Contractors to carry out those additional services or products. You are responsible as to whether to appoint any Third Party Contractor(s) and we will not be involved in the appointment of any Third Party Contractor(s) to appoint. We will not be involved in the appointment of any Third Party Contractor(s) to appoint. We will not be involved in the appointment of any Third Party Contractor(s) to appoint. If You choose to appoint a Third Party Contractor(s), that case will be between You and the Third Party Contractor(s) and we will not be involved in that contract.
- 10.3 Where We are required to use Third Party Contractor(s), We will use reasonable efforts to ensure that the Services are provided in accordance with the Agreed Times.
- 10.4 We will require You to keep Us informed of the progress of the Project and in particular the Third Party Contractor(s) whose work may affect Our provision of the Services (whether adversely or otherwise). If Our Third Party Contractor(s), We will have the right to charge You at Our Normal Hourly Rate set out in Schedule 2 for the length of time We are delayed by the Third Party Contractor(s) concerned.

11. Complaints and Feedback

- 11.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to ensure a positive experience as a customer of Ours is a positive one, We never ignore a complaint from You if You have any cause for complaint.
- 11.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [www.simply-docs.co.uk/complaints](#).
- 11.3 If You wish to complain about any aspect of our dealings with Us, please contact Us in one of the following ways:
- 11.3.1 [In writing, addressed to <<insert address>> and/or Position and/or Department>>],
- 11.3.2 [By email, addressed to <<insert email address>> and/or Position and/or Department>>],
- 11.3.3 [Using Our complaints form (if available) or the instructions included with the form;]

11.3.4 [By contacting
choosing option

<<Insert Telephone Number>> [and
n prompted.]]

12. Changing the Start Date

12.1 If You ask Us to change

12.1.1 We will where re

a revised Start Date with You;

12.1.2 If it is not poss
terminate the Ag

d Start Date either You or We may
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12.2 If We ask You to change

y either:

12.2.1 agree a revised

12.2.2 terminate the Ag

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13. Cancellation of Contract During

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13.1 Where the Agreement
“cooling off” period. This
Agreement) has been m

mises, You have a statutory right to a
contract between You and Us (i.e. the

13.1.1 in relation to P
delivered. If the
period begins on

days after the Products have been
in instalments, the 14 calendar day
the final instalment;

13.1.2 in relation to Se
the Agreement v

calendar days after the date on which

This right will not apply t

r Inseparably Mixed Goods.

13.2 If You wish to cancel the
immediately by a clear
address or email addre
Model Cancellation For

ooling off period You should inform Us
r sent by post or email to the postal
ms and Conditions). You may use the
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13.3 To meet the cancellatio
concerning the exercis
expired.

t for You to send Your communication
l before the cancellation period has

13.4 If You exercise the righ
the Us in respect of the

ve a full refund of any amount paid to

13.5 We will refund money u
have expressly agreed
of the refund.

sed to make the payment, unless You
You will not incur any fees as a result

13.6 We will process the refu
undue delay and, in any
are informed of the can

ult of a cancellation of Services without
of 14 days after the day on which We

13.7 If You exercise the right

roducts:

13.7.1 We will issue a
event no later th
and the refund v

Normal Refund Period>> and in any
ter We receive the returned Products
ery charges;

13.7.2 You must return
which You infor
return shipment

thin 14 calendar days of the day on
return the Products. You must pay
rned under this Clause 13;

13.7.3 We may make a
supplied, if the lo

und for loss in value of any Products
essary handling by You.

13.8 If the Start Date falls w
for provision of the Se
[This request forms a ne
You acknowledge and a

d You must make an express request
e 14 calendar day cooling off period.
g process.] By making such a request,

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13.8.1 If the Services are not completed, You will lose the right to a refund.

13.8.2 If You cancel the Services after the Start Date, You will be required to pay Us the full price of the Services, less any sums paid for the Services up until the point at which You inform Us of Your cancellation.

13.8.3 The amount due to Us will be the full price of the Services, less any sums paid for the Services up until the point at which You inform Us of Your cancellation.

13.8.4 We will process Your refund within 14 calendar days of the date of cancellation.

13.9 Clauses 14 and 15 apply after the 14 calendar day cooling off period has ended.

14. Cancellation Before the Start Date

14.1 In addition to Your right to cancel the Agreement during the cooling off period, You may terminate the Agreement at any time before the Start Date as follows:

14.1.1 If You cancel the Agreement before the Start Date, We will refund to You any sums paid as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation.

14.1.2 If You cancel the Agreement after the Start Date, We will retain from the Deposit any sums paid as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation. If the amount of the Deposit is more than the amount of the sums paid, You will be required to make payment to Us of the difference.

14.2 We may need to terminate the Agreement if, for example, the unavailability of required materials or labour outside of Our reasonable control makes it impossible for Us to complete the Services. You as soon as is reasonably practicable, and in any event within 14 calendar days of termination.

15. Termination

15.1 You may terminate the Agreement if:

15.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 14 calendar days of You asking Us in writing to do so;

15.1.2 We enter into liquidation or appoint an administrator or receiver appointed over our assets;

15.1.3 You and We have agreed to a revised Start Date under Clause 12.1 or You elect to terminate the Agreement under Clause 12.2;

15.1.4 We are unable to complete the Services due to an event outside of Our control (see Clause 17).

15.2 We may terminate the Agreement if:

15.2.1 You fail to make payment to Us of any sums due to Us under the Agreement, or

15.2.2 You fail to make payment to Us of any sums due to Us under the Agreement, or

15.2.3 You fail to make payment to Us of any sums due to Us under the Agreement, or

15.2.4 Any sums that have already been paid for the Services are subject to deductions calculated on this basis.

15.2.5 We will process Your refund within 14 calendar days of the date of cancellation.

15.2.6 We will process Your refund within 14 calendar days of the date of cancellation.

15.2.7 In addition to the cooling off period, You may terminate the Agreement at any time before the Start Date as follows:

15.2.8 If You cancel the Agreement before the Start Date, We will refund to You any sums paid as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation.

15.2.9 If You cancel the Agreement after the Start Date, We will retain from the Deposit any sums paid as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation. If the amount of the Deposit is more than the amount of the sums paid, You will be required to make payment to Us of the difference.

15.2.10 We may need to terminate the Agreement if, for example, the unavailability of required materials or labour outside of Our reasonable control makes it impossible for Us to complete the Services. You as soon as is reasonably practicable, and in any event within 14 calendar days of termination.

15.2.11 You may terminate the Agreement if:

15.2.12 We have breached the Agreement in any material way and have failed to remedy that breach within 14 calendar days of You asking Us in writing to do so;

15.2.13 We enter into liquidation or appoint an administrator or receiver appointed over our assets;

15.2.14 You and We have agreed to a revised Start Date under Clause 12.1 or You elect to terminate the Agreement under Clause 12.2;

15.2.15 We are unable to complete the Services due to an event outside of Our control (see Clause 17).

15.2.16 We may terminate the Agreement if:

15.2.17 You fail to make payment to Us of any sums due to Us under the Agreement, or

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15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within <<Insert Period>> of Us asking You in writing to do so; or

15.2.3 You and We have agreed to a revised Start Date under Clause 12.1;

15.2.4 We have been unable to provide Services for more than <<Insert Period>> weeks due to an event outside Our control (see Clause 17).

15.3 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not minor and, in deciding whether or not a breach is material, regard will be had to whether it was caused by any accident or event outside Our control.

15.4 If at the termination date, the sums due to Us are:

15.4.1 You have made payment of these sums will be paid to You in any event within <<Insert Period>> days of termination notice;

15.4.2 We have provided Services not yet paid for, the sums due will be deducted from any sums due to Us. If no refund is due, We will invoice You for those sums. You are required to make payment in accordance with Clause 6.

16. Effects of Termination

If the Agreement is terminated, the following Clauses shall remain in full force and effect:

16.1 Any Clauses which, either before or after the expiry or termination of the Agreement, relate to the period after the termination of the Agreement.

16.2 Termination will not release either You or We from liability for damages or other remedy which may be claimed in respect of breaches of the Agreement which exist at or before the date of termination.

17. Events Outside of Our Control

17.1 We will not be liable for Our failure to perform Our obligations under the Agreement where the failure is caused by an event beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, fire, flood, industrial action by third parties, riots, strikes, earthquakes, subsidence, acts of terrorism (threatened or actual), war or preparations for war, or any other event that is beyond Our reasonable control.

17.2 If any event described in Clause 17.1 affects Our performance of any of Our obligations under the Agreement, We will:

17.2.1 We will inform You as soon as reasonably possible;

17.2.2 Our obligations under the Agreement will be suspended and any time limits for performance of those obligations will be extended accordingly;

17.2.3 We will inform You of the event and provide details of any steps We are taking to resolve the situation as quickly as possible;

17.2.4 You or We may agree to a revised Start Date (see Clause 15).

18. Liability and Consumer Rights

18.1 We will maintain suitable and sufficient public liability insurance.

18.2 Subject to the following limitations, We will be responsible for any loss or damage suffered by You as a result of Our breach of the Agreement or as a result of Our negligence, provided that the loss or damage is foreseeable if it is an

any material way and have failed to remedy that breach within <<Insert Period>> of Us asking You in writing to do so; or

We have agreed to a revised Start Date under Clause 12.1;

Services for more than <<Insert Period>> weeks due to an event outside Our control (see Clause 17).

of the Agreement will be considered 'material' if it is not minor and, in deciding whether or not a breach is material, regard will be had to whether it was caused by any accident or event outside Our control.

ny Services We have not yet provided, the sums due will be deducted from any sums due to Us. If no refund is due, We will invoice You for those sums. You are required to make payment in accordance with Clause 6.

We have provided Services not yet paid for, the sums due will be deducted from any sums due to Us. If no refund is due, We will invoice You for those sums. You are required to make payment in accordance with Clause 6.

r nature, relate to the period after the termination of the Agreement.

t to damages or other remedy which may be claimed in respect of breaches of the Agreement which exist at or before the date of termination.

performing Our obligations under the Agreement where the failure is caused by an event beyond Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, fire, flood, industrial action by third parties, riots, strikes, earthquakes, subsidence, acts of terrorism (threatened or actual), war or preparations for war, or any other event that is beyond Our reasonable control.

urs that is likely to adversely affect Our performance of any of Our obligations under the Agreement :

bly possible;

ill be suspended and any time limits for performance of those obligations will be extended accordingly;

ide of Our control is over and provide details of any steps We are taking to resolve the situation as quickly as possible;

(see Clause 15).

cluding public liability insurance.

se 18, We will be responsible for any loss or damage suffered by You as a result of Our breach of the Agreement or as a result of Our negligence, provided that the loss or damage is foreseeable if it is an

- obvious consequence of the Agreement or of Us when the Agreement is made or of damage that is not foreseeable.
- 18.3 If We cause any damage to Your Property that is not covered by the Agreement, We will make good that damage at no additional cost to You.
- 18.4 We provide Services for Your Property on the basis of a representation that any of any kind. We will not be liable for any loss or interruption to business.
- 18.5 [Whilst We aim to provide the Services according to the Agreement, dates at which the Services are provided for may vary. We do not guarantee that the Services will be performed or completed by any particular date. For the purposes of the Agreement, We will not be liable for any loss or damage caused as a result of the Services being delayed.]
- 18.6 [We will not be liable for any loss or damage caused as a result of any other expenses You incur.]
- 18.7 We will not be liable for any loss or damage caused as a result of You failing to follow any reasonable instructions.
- 18.8 [Except as to Our liability for death or personal injury caused by Our negligence or breach of contract, Our liability shall not be limited), Our liability shall be limited as follows:
- 18.8.1 Design Services, amount equal to £<<Insert Sum>> OR [an amount equal to £<<Insert Sum>>];
- 18.8.2 Fitting Services, amount equal to £<<Insert Sum>> OR [an amount equal to £<<Insert Sum>>];
- 18.8.3 Supply Services, amount equal to £<<Insert Sum>> OR [an amount equal to £<<Insert Sum>>].
- 18.9 Nothing in the Agreement shall limit or exclude Our liability for death or personal injury caused by Our negligence or fraud or fraudulent misrepresentation.
- 18.10 As a “consumer” as defined in the Consumer Rights Act 2015, or as a consumer for the purposes of any other legislation, nothing in the Agreement is intended to or will exclude or otherwise affect any of Our duties or obligations to You, or Your liability to You, under:
- 18.10.1 the Consumer Rights Act 2015,
- 18.10.2 the Regulations made under the Consumer Rights Act 2015,
- 18.10.3 the Consumer Protection (Cancellation Rights) Regulations 2013,
- 18.10.4 any other consumer protection legislation as that legislation is amended from time to time.
- For more details of Your rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

19. How We Use Your Personal Information

We will only use Your personal information in accordance with the Privacy Notice<> available from <<insert document name, e.g. Privacy Notice>> attached in Schedule 6].

20. Other Important Terms

or if it is contemplated by You and We will not be responsible for any loss or damage caused as a result of the Services.

We will make good that damage at no additional cost to You.

For the purposes of the Agreement, We will not be liable for any loss or interruption to business.

Whilst We aim to provide the Services according to the timetable specified in the Agreement, dates at which the Services are provided for may vary. We do not guarantee that the Services will be performed or completed by any particular date. For the purposes of the Agreement, We will not be liable for any loss or damage caused as a result of the Services being delayed.

We will not be liable for any loss or damage caused as a result of any other expenses You incur.

We will not be liable for any loss or damage caused as a result of You failing to follow any reasonable instructions.

Except as to Our liability for death or personal injury caused by Our negligence or breach of contract, Our liability shall be limited as follows. Where the Agreement

Our liability shall be limited to [£<<Insert Sum>>] OR [an amount equal to £<<Insert Sum>>];

Our liability shall be limited to [£<<Insert Sum>>] OR [an amount equal to £<<Insert Sum>>];

Our liability shall be limited to £<<Insert Sum>>] OR [an amount equal to £<<Insert Sum>>].

Nothing in the Agreement shall limit or exclude Our liability for death or personal injury caused by Our negligence or fraud or fraudulent misrepresentation.

As a “consumer” as defined in the Consumer Rights Act 2015, or as a consumer for the purposes of any other legislation, nothing in the Agreement is intended to or will exclude or otherwise affect any of Our duties or obligations to You, or Your liability to You, under:

the Consumer Rights Act 2015,

the Regulations made under the Consumer Rights Act 2015,

the Consumer Protection (Cancellation Rights) Regulations 2013,

any other consumer protection legislation as that legislation is amended from time to time.

- 20.1 We may transfer (assign) our rights and obligations under the Agreement to a third party (this may happen without Our consent). We will inform You in writing. The third party will remain bound by them.
- 20.2 You may not transfer (assign) our rights and obligations under the Agreement without Our express written permission.
- 20.3 The Agreement is between Us and You and is not intended to benefit any other person. No third party will be entitled to enforce any provision of the Agreement.
- 20.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the other provisions of the Agreement will not be affected.
- 20.5 No failure or delay by Us or You in exercising any rights under the Agreement means a waiver by Us or You of a breach of any provision of the Agreement. You will waive any subsequent breach of the same or any other provision of the Agreement.

21. Regulations and Information

- 21.1 We are required by the Regulations to make certain information available to You as a Consumer. We will make this information available to You as a Consumer if You have both signed the Agreement and accepted the Quotation. The information is already available to You in the Quotation for You to see now, or We will make it available to You when You sign the Agreement and accept the Quotation. All of that information, including the Regulations, will be part of the terms of Our contract with You.
- 21.2 As required by the Regulations, we will provide You with:
- 21.2.1 all of the information in the Quotation; and
 - 21.2.2 any other information that we have about the Services, Us or Our business which we think might be helpful to You when deciding to sign the Agreement and accept the Quotation, and accept a Quotation.
- The information provided under 21.2.1 and 21.2.2 will be part of the terms of Our contract with You.

22. Law and Jurisdiction

- 22.1 These Terms and Conditions of Sale (whether contractual or otherwise) shall be governed by the law of [England and Wales] [Scotland].
- 22.2 As a consumer, you will benefit from the mandatory provisions of the law in your country of residence. Nothing in these Terms and Conditions takes away or reduces your rights as a consumer to the minimum standards provided by the law in your country of residence.
- 22.3 Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, whether contractual or otherwise, shall be referred to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

rights under the Agreement to a third party (this may happen without Our consent). If this occurs We will inform You in writing. The third party will remain bound by them.

and rights under the Agreement without Our express written permission (which may not be unreasonably withheld).

not intended to benefit any other person. No third party will be entitled to enforce any provision of the Agreement.

any competent authority to be invalid or unenforceable in whole or in part, the other provisions of the Agreement will not be affected.

any rights under the Agreement means a waiver by Us or You of a breach of any provision of the Agreement. You will waive any subsequent breach of the same or any other provision of the Agreement.

at certain information is given or made available to You as a Consumer. We will make this information available to You as a Consumer if You have both signed the Agreement and accepted the Quotation. The information is already available to You in the Quotation for You to see now, or We will make it available to You when You sign the Agreement and accept the Quotation. All of that information, including the Regulations, will be part of the terms of Our contract with You.

use 21.1; and

You about any Services or Us or Our business which we think might be helpful to You when deciding to sign the Agreement and accept the Quotation, and accept a Quotation. The information provided under 21.2.1 and 21.2.2 will be part of the terms of Our contract with You.

the relationship between you and Us shall be governed by, and construed in accordance with, the law of [England and Wales] [Scotland].

mandatory provisions of the law in your country of residence. Nothing in these Terms and Conditions takes away or reduces your rights as a consumer to the minimum standards provided by the law in your country of residence.

between you and Us relating to these Terms and Conditions, whether contractual or otherwise, shall be referred to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

DESIGN SERVICES

The following additional Terms and Conditions apply to the Design Services (see Clause 7)

Initial Consultation

We will talk to You about Your requirements and any aspect into the design of the Kitchen, Your preference for the position and/or style of any other items, You should also identify the size of the space and/or give Us any rough measurements of that space at the consultation.

Surveys and Measurements and Information

EITHER

[Our Site survey and measurements of Your Kitchen]

We will then carry out a site survey and any structural survey or offer or provide information. We will then give You a report of the accuracy and completeness of that report. If builders / contractors are yet to be started, Our survey, take measurements, and You agree that the following shall apply:

- You will be responsible to ensure that all structural and other material features covered by Our survey are adhered to.
- If We have correctly and accurately measured the Kitchen, and Your builder has not adhered to the measurements, there might as a result be material differences between the details set out in Our survey report and the finished Kitchen space and the walls / surfaces / floors / ceilings / doors / windows may have been affected when We carried out the survey or
- If there are any such material differences, the additional costs and expenses arising from them shall be borne by You.
- Those additional costs and expenses for altering the design of/redesigning the Kitchen or for providing Fitting and/or Supply Services due to the material differences and expenses might include additional charges for altering, re-making, rectification work, and Our additional necessary Visits.
- All such additional charges shall be at Our hourly rate [stated in the Agreement].
- If You do not wish to accept the additional costs and expenses arising from them, You shall not take measurements until after the completion of the Kitchen.

OR

[No site survey or measurements of Your Kitchen]

The Design Services will not include carrying out any structural or other building related matters.

- In addition to giving Us measurements of Your Kitchen, You must give Us all relevant

TERMS AND CONDITIONS

The following additional Terms and Conditions apply to the Design Services We provide You with any Design Services

consultation. (If You wish to factor any critical elements into the design of the Kitchen, You should discuss them with Us at that consultation. If you have a preference for the position and/or style of any other items, You should also identify the size of the space and/or give Us any rough measurements of that space at the consultation. We will give You a general assessment of that space at the consultation.

We will then carry out a site survey and any structural survey or offer or provide information. We will then give You a report of the accuracy and completeness of that report. If builders / contractors are yet to be started, Our survey, take measurements, and You agree that the following shall apply:

You will be responsible to ensure that all structural and other material features covered by Our survey are adhered to.

If We have correctly and accurately measured the Kitchen, and Your builder has not adhered to the measurements, there might as a result be material differences between the details set out in Our survey report and the finished Kitchen space and the walls / surfaces / floors / ceilings / doors / windows may have been affected when We carried out the survey or

If there are any such material differences, the additional costs and expenses arising from them shall be borne by You.

Those additional costs and expenses for altering the design of/redesigning the Kitchen or for providing Fitting and/or Supply Services due to the material differences and expenses might include additional charges for altering, re-making, rectification work, and Our additional necessary Visits.

All such additional charges shall be at Our hourly rate [of £<<Insert Figure>>] OR

If You do not wish to accept the additional costs and expenses arising from them, You shall not take measurements until after the completion of the Kitchen.

The Design Services will not include carrying out any structural or other building related matters.

In addition to giving Us measurements of Your Kitchen, You must give Us all relevant

- information about the Kitchen, any low ceilings, variation in floor area which might be covered by
- Unless We agree otherwise, We will be shown on a two-dimensional plan to provide information and measurements
- We will work exclusively from the information You or Your appointed agent give
- You will be solely responsible for
- In providing the Design Service, We will be responsible for checking, that We are not liable for material errors in such
- Where such information or measurements design is inappropriate for the Fitting and/or Supply Services, the number is wrong as a result of such measurements, You agree that
- Those additional costs and expenses for design of/redesigning the Kitchen. We order or supply materials of such costs and expenses might include additional charges for altering the error rectification work, and Our
- All such additional charges shall be [stated in the Agreement].
- If You are having relevant building works are only to be completed after the Kitchen, there will be a risk that (in particular because walls / surfaces unfinished at that time so that accurate information). You shall not defer measurements until after all relevant work is complete, and if You do not defer doing so, You accept the costs outlined above.]

Provisional Design

After We have the measurements of You, We will produce a Provisional Design in writing for the Kitchen. [The Provisional Design may include alternative suggestions between which the Provisional Design will include the following elements:

- Description and details of the Design
- Floor plan for the re-design of the Kitchen
- Elevations
- Lighting plan
- List of types of parts required for the Design
- Photo-realistic 3D visuals
- <<Insert further or other details

[The Provisional Design will also include a list of possible costs of implementation. It will only be indicative because an exact Final Design and We have given You figures for the necessary Fitting and/or Supply Services. If You instead intend to enter into a version of a Provisional Design), You shall not defer measurements until after all relevant work is complete, and if You do not defer doing so, You accept the costs outlined above.]

The Provisional Design will only be based on the information. It will be Our initial suggestion

on layout, location of doors, windows, boxed-in pipework that may affect the number of items to be fitted.

We will provide the information and measurements to You to the extent that it is practicable to provide such a plan.

and measurements of the Kitchen that

such information and measurements.

es, We will not check, and will not be responsible for measurements and We will accept no liability for such measurements.

materially incorrect and as a result Our design will be materially incorrect, or, where we provide materials or products whose size, type, or number is wrong as a result of such measurements, You agree that We will be liable for additional costs and expenses.

Our additional charges for altering the design of/redesigning the Kitchen. We order or supply materials of such costs and expenses might include additional charges for altering the error rectification work, and Our

hourly rate [of £<<Insert Figure>>] OR

ed out to the Kitchen and those works are only to be completed after the Kitchen, there will be a risk that (in particular because walls / surfaces unfinished at that time so that accurate information). You shall not defer measurements until after all relevant work is complete, and if You do not defer doing so, You accept the costs outlined above.]

ou a survey report], We will produce a Provisional Design in writing for the Kitchen. [The Provisional Design may include alternative suggestions between which the Provisional Design will include the following elements:

appliances, parts etc.)

get for its implementation by Us but it will only be indicative because an exact Final Design and We have given You figures for the necessary Fitting and/or Supply Services. If You instead intend to enter into a version of a Provisional Design), You shall not defer measurements until after all relevant work is complete, and if You do not defer doing so, You accept the costs outlined above.]

Your requirements based on initial measurements of the Kitchen, and it is intended to form the

basis for further discussion with You to meet Your requirements. The initial and any subsequent Provisional Design will not be final or suitable for use for the purpose of providing Supply Services or for You to carry out (or arrange to carry out) any similar work.

Final Design

Once You have considered the Provisional Design with You and receipt of any further information, We may, as part of that process, provide You with further suggestions for materials.

Only when We have confirmed in writing that we have issued to You is final and will become the Final Design which can be used for the purpose of providing Supply Services.

All versions of Our Provisional Design contained in either any sales literature or on our website are only intended to be for general illustrative purposes and We do not include or match anything in any such literature or on our website.

When You to sign off a Provisional Design, it will supersede and replace all previous versions of Our Provisional Design and all requirements which You or We have previously communicated to each other.

Once You have signed-off a final Provisional Design, We will not be responsible for any errors or omissions. Therefore, if You are unsure of any aspect of the design, measurements or other aspect of the design contained in the final Provisional Design, You may wish to discuss with Us to enable Us to have an opportunity to clarify any Matter and/or amend the Provisional Design if it is necessary to do so. When You sign the final Provisional Design, Your approval of it and Your confirmation that it meets Your requirements. The Final Design will form the basis of any Fitting and/or Supply Services that We provide to You upon completion by Us of the Design Service.

Ownership of Rights

Any intellectual property rights in any Provisional Design or any other items or information shall at all times remain Our exclusive property. You may not copy, reproduce or communicate such items or information for the sole purpose of providing Supply Services or for You to carry out (or arrange to carry out) any similar work without Our prior written consent.

subsequent changes to meet Your requirements. The initial and any subsequent Provisional Design will not be final or suitable for use for the purpose of providing Supply Services or for You to carry out (or arrange to carry out) any similar work.

develop it through further discussions with You. We may, as part of that process, provide You with further suggestions for materials.

ular version of the Provisional Design which can be used for the purpose of providing Supply Services. It will indicate Your approval of it, will it be used for the purpose of providing Supply Services.

strations, descriptions or other items contained in either any sales literature or on our website are only intended to be for general illustrative purposes and We do not include or match anything in any such literature or on our website.

sign, it will supersede and replace all previous versions of Our Provisional Design and all requirements which You or We have previously communicated to each other.

nal Design, We will not be responsible for any errors or omissions. Therefore, if You are unsure of any aspect of the design contained in the final Provisional Design, You may wish to discuss with Us to enable Us to have an opportunity to clarify any Matter and/or amend the Provisional Design if it is necessary to do so. When You sign the final Provisional Design, Your approval of it and Your confirmation that it meets Your requirements. The Final Design will form the basis of any Fitting and/or Supply Services that We provide to You upon completion by Us of the Design Service.

draft or final Provisional Design, Final Design or any other items or information shall at all times remain Our exclusive property. You may not copy, reproduce or communicate such items or information for the sole purpose of providing Supply Services or for You to carry out (or arrange to carry out) any similar work without Our prior written consent.

The following additional Terms and Conditions shall apply to the provision of Fitting Services provided by Us to provide You with any Fitting Services (see Clause 7)

General

If You order Fitting Services and We provide the Final Design by signing a copy of it, You shall comply with your obligations under the Terms and Conditions.

If You (or a third party on Your behalf) request Fitting Services for You based on it, We will only provide Fitting Services for You based on it if You implement any such design, You will not be responsible for it. We will then confirm in Our discretion whether We are not able to do so or that You are not prepared to implement it, We will then provide a detailed plan and will treat it for the purposes of the Fitting Services (approved by You).

We undertake that We will fit the Products (whether appliances or other items) supplied by the Fitting Services.

We undertake that Our Fitting Services shall include:

All Products that We use in the Fitting Services shall warrant or undertake that any such Products, descriptions or other items contained in the Fitting Services website. All of those designs illustrating the Fitting Services for general illustrative purposes.

Scope of Our Fitting Services

We will do the following:

- assemble, fit and install the Products (including interiors, doors, drawers, handles, kickboards, cover panels, etc.)
- where You provide appliances as part of the Products, We will fit them if electricity and water are already available, suitability, condition or performance is suitable, supply as part of the Products]
- where You supply any other items, We are not responsible for the selection, supply or performance of any such items.
- fit the worktop/s (including cut-outs, sinks, taps).
- fit the sink and taps.
- seal all joins and cut-outs. Unless otherwise agreed, We shall select the sealant colour on the basis of the Products.
- <<Insert any further details>>

Delay

We may reasonably refuse to start work where You do not comply with your obligations under the Terms and Conditions, and We shall be responsible for any delays (and the cost of any such delays) which arise as a result of this.

If it appears that any wall is incapable of supporting any utility supply or connection is unsuitable, We may suspend work until You have had the necessary work carried out.

If You provide a Final Design which You then approve as the Final Design, We will provide the Fitting Services provided that you implement the approved Final Design.

If You request Fitting Services for Your Kitchen, We will only provide Fitting Services for You based on it if You implement any such design, You will not be responsible for it. We will then confirm in Our discretion whether We are not able to do so or that You are not prepared to implement it. (We may decide that a design is not suitable or is unsuitable.) If and when You request Fitting Services based on Your design, We will treat it as a Final Design (i.e. a design approved by You).

We undertake that We will fit the Products (whether appliances or other items) supplied by You, if any, together with items which We have agreed are to be covered by the Fitting Services.

We undertake that Our Fitting Services shall include:

All Products that We use in the Fitting Services shall warrant or undertake that any such Products, descriptions or other items contained in the Fitting Services website. All of those designs illustrating the Fitting Services for general illustrative purposes.

We will do the following:

• assemble, fit and install the Products (including interiors, doors, drawers, handles, kickboards, cover panels, etc.)

• where You provide appliances as part of the Products, We will fit them if electricity and water are already available, suitability, condition or performance is suitable, supply as part of the Products]

• where You supply any other items, We are not responsible for the selection, supply or performance of any such items.

We may reasonably refuse to start work where You do not comply with your obligations under the Terms and Conditions, and We shall be responsible for any delays (and the cost of any such delays) which arise as a result of this.

If it appears that any wall is incapable of supporting any utility supply or connection is unsuitable, We may suspend work until You have had the necessary work carried out.

Care of Property and Damage etc.

Contents at the Property other than in the Kitchen

We will take all reasonable steps to protect the Property (and that will include Our property) and to ensure that the Property is safe. We cannot take responsibility for any damage to the Property or its contents after We begin work where We have reasonable access to our work and We have reasonably

Contents in the Kitchen

We will not take responsibility for any damage to the property that You leave in the Kitchen after We begin work in it.

Damage to Kitchen

We will not be responsible for any damage to the Kitchen caused by plastering, tiling, decoration, floor, ceiling, door or window in the Kitchen, or removal of existing fitted cabinets, appliances, lighting, fixtures, fittings or kitchen except where it is due to Our negligence. Unless We have included in Our work comprising plastering, painting, papering, tiling, decoration, or ceiling, or removal or installation or other work, We will not be responsible to carry out

Other damage

We will make good at Our own expense any damage caused by Fitting Services to the plaster, floor, ceiling or brickwork immediately surrounding any area of the Kitchen, but We do not accept responsibility for specialised finishes, such as artex, or surrounding wallpaper or paintwork.

Cleaning and Redecorating

You will be responsible for any cleaning or redecoration necessary to the Kitchen after We have completed our work.

Making good: general

Except as set out above:

- We will ensure that the carrying out of Fitting Services does not cause any damage to the items at the Property, to the Property or its contents.
- If it does cause any such damage, We will make good at Our own expense as soon as is reasonably possible.

Structural or other defects

We do not accept any responsibility for damage to the Kitchen or any other part of the Property resulting from structural or other defects or anomalies at the Property which might be discovered by the Fitting Services.

Security

We will, where necessary, provide temporary boarding to protect the interior of the Kitchen from the elements. We will ensure that the temporary materials do not create any security risks associated with these materials.

Waste

We will properly manage and arrange for the disposal of all waste generated or removed from the Property that results from Our work.

Your Additional Obligations and Responsibilities

You agree that, in addition to Your obligations under the Terms and Conditions, You:

- are responsible for ensuring before We begin work that:
 - the Final Design complies with all relevant building and council regulations, and that You have obtained consent from the relevant authorities, and agree that any costs incurred in obtaining the consent are payable by You.
 - You have applied for any necessary licences or other permissions if any are needed from any relevant authorities, landlords, planning authorities, local

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fishings and wall and floor coverings in the Kitchen (and that will include Our property) and to ensure that the Property is safe. We cannot take responsibility for any damage to the Property or its contents after We begin work where We have reasonable access to our work and We have reasonably

property that You leave in the Kitchen after We begin work in it.

to plastering, tiling, decoration, floor, ceiling, door or window in the Kitchen, or removal of existing fitted cabinets, appliances, lighting, fixtures, fittings or kitchen except where it is due to Our negligence. Unless We have included in Our work comprising plastering, painting, papering, tiling, decoration, or ceiling, or removal or installation or other work, We will not be responsible to carry out

cause in the course of carrying out the Fitting Services to the plaster, floor, ceiling or brickwork immediately surrounding any area of the Kitchen, but We do not accept responsibility for specialised finishes, such as artex, or surrounding wallpaper or paintwork.

(but not removal of waste) which is necessary to the Kitchen after We have completed our work.

ices does not cause any damage to the items at the Property, to the Property or its contents. If it does cause any such damage, We will make good at Our own expense as soon as is reasonably possible.

chen or any other part of the Property resulting from structural or other defects or anomalies at the Property which might be discovered by the Fitting Services.

boarding to protect the interior of the Kitchen from the elements. We will ensure that the temporary materials do not create any security risks associated with these materials.

posal of all waste generated or removed from the Property that results from Our work.

responsibility under the Terms and Conditions, You:

g Services that, and You warrant that: the Final Design complies with all relevant building and council regulations, and that You have obtained consent from the relevant authorities, and agree that any costs incurred in obtaining the consent are payable by You. You have applied for any necessary licences or other permissions if any are needed from any relevant authorities, landlords, planning authorities, local

- authorities or similar.
 - any appliance, accessories or fittings which are suitable for use with the existing wiring, gas, water and drainage and legal and good workmanlike.
 - You have located and agreed the positions of the items to be fitted.
- must provide Us with all necessary instructions which You provide to Us to fit the items for their proper and safe installation.
- must clear the Kitchen site of all items prior to Us commencing work. This includes items specifically agreed to remove and dispose of.
- allow us to store or keep in the Kitchen items which are not carrying out the Fitting and Installation Services:
 - Our Products and materials
 - the tools and other equipment
- accept and agree that:
 - once We have left any items at the Property delivered to You and You are responsible for any loss or damage to them
 - You will be responsible for the safekeeping and will account to Us for any loss or damage due to Your negligence or that of any third party.
- are responsible for ensuring that:
 - We have access through the Property to the Kitchen at the Agreed Times and that such access is and remains unobstructed and adequate.
 - We have a parking permit for the Property at the time We are providing the Fitting and Installation Services.
 - We can access and use the Property's electrical outlets (from normal 220/240 volt 3-pin sockets).
 - We can access and use the Property's hot and cold running water.
 - We can use your toilet and bathroom facilities.
 - We have and can use space for Us to carry out and complete the Fitting and Installation Services.
 - You follow Our reasonable instructions for the work (whether it is work in the Kitchen or elsewhere in the Property in general) and care and maintenance.
 - You co-operate with Us to ensure the safe and completion of the Fitting and Installation Services.

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item supplied by You for Us to fit is not one of the items that We provide.

work within the Property is generally of a standard acceptable to Us.

wiring or pipe work

the writing of appliances and other items (including the measurement of appliance dimensions) necessary for the fitting of the items.

items (other than items We are to fit) prior to the commencement of the Fitting and Installation Services, except where We have agreed otherwise.

at the Property] at times when we are providing the Fitting and Installation Services;

Supply Services; and
Fitting Services

at the Property, they will be regarded as being in Our custody for them and will account to Us for any loss or damage; and

the care of the tools and other equipment and will account to Us for any loss or damage occurring to them due to Your negligence or that of any third party.

the Kitchen at the Agreed Times and that such access is and remains adequate.

the Property) which We can use throughout the Fitting and Installation Services required or imposed by a local or other authority.

electrical outlets (from normal 220/240 volt 3-pin sockets).

hot and cold running water.

Property as may be reasonably necessary for the Fitting and Installation Services.

to safety and the state of either Our Products or the Kitchen and adjacent areas and restrictions on appropriate usage, and any other instructions necessary to facilitate Our carrying out the Fitting and Installation Services.

necessary to facilitate Our carrying out the Fitting and Installation Services.

SUPPLY SERVICES AND CONDITIONS

The following additional Terms and Conditions apply to the Supply Services We provide You with any Supply Services (see Clause 7)

Risk in the Products

The responsibility (sometimes referred to as the risk) for damage to or loss of any Product remains with Us until it has been physically delivered to You, at which point the risk will pass to You (even if Product is fitted later).

Ownership and retention of ownership

Until We have received payment in full for any Product that We contract to supply to You, the legal and beneficial ownership of that Product shall remain in Us (even if risk in that Product has passed to You). Upon payment in full, You will own it.

Our right to repossess Products not paid for

If We do not receive payment in cash or by direct debit within the time which the Agreement specifies, We shall be entitled to repossess that Product without notice. If necessary, We may enter Your Property for the purpose of entering or removing that Product or any other Product/s or item/s in or forming part of that Property. You hereby irrevocably authorise Us to do so under this clause. This does not affect any other rights You may have.

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Supplier>> [a company registered in the country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Insert Address>> ("the Supplier" or "We")
- (2) <<Name of Customer>> of <<Insert Address>> ("the Customer" or "You"))

BACKGROUND:

- (1) The Supplier provides kitchen design and supply services to consumer clients and has reasonable skill, knowledge and experience in that field.
- (2) The Customer wishes to engage the Supplier to provide the [design] **OR** [supply][and][fitting] services specified below ("the Services")
- (3) The Supplier agrees to provide the Services to the Customer, subject to the attached Terms and Conditions and the terms of the Quotation.

IT IS AGREED as follows:

1. The Agreement

- 1.1 A legally binding contract will be created when (and only when) the following have occurred:
- 1.1.1 You and We sign a copy of this Agreement; and
- 1.1.2 We issue a signed copy of this Agreement; and
- 1.1.3 You countersign a copy of it; and
- 1.1.4 We receive any fee payable by You.
- 1.2 After that contract is created, You will attach a countersigned copy to this Agreement and insert information in the Quotation and Our Quotation.
- 1.3 This Agreement is subject to the attached Terms and Conditions.
- 1.4 In this Agreement, words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.5 We confirm and You acknowledge that before the date when We attach a copy of the Quotation signed by You, We have made available to You the following information (save where it is already apparent from the context of the transaction):
- 1.5.1 The main characteristics of the Services;
- 1.5.2 Our identity and contact details;
- 1.5.3 The total amount of the Services including taxes or, if the total amount cannot be calculated, the basis on which it will be calculated;
- 1.5.4 The arrangements for payment, including the time by which (or within which) We undertake to complete the Services;
- 1.5.5 Our complaints handling procedure.

1.5.6 The duration of the Agreement shall be indeterminate and shall terminate automatically on the termination of the Agreement.

2. The Services

2.1 We will:

2.1.1 begin to provide the Services on the Date of <<Insert Date>>;

2.1.2 aim to complete the Services on the Date of <<Insert Date>>;

2.1.3 provide the Services at the Times of <<Insert Times>> or such other times as You may require in writing;

2.1.4 [provide the [Supply Services] at the Property located at <<Insert Address>>] OR [provide the [Fitting Services] at <<Insert Address>>];

2.1.5 perform the Services in accordance with Clause 2.2.

2.2 [We will provide the Services in accordance with the Terms and Conditions. If, after consultation with You, You and We agree on the details of the Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide those Services for that sum and to pay for them.]

OR

2.2 [We will provide the Fitting Services in accordance with the Terms and Conditions and those set out in Schedule 1 of the attached Terms and Conditions and those set out below] [together with the Supply Services] [and on the items to be supplied by You to be fitted by Us]. If You and We agree on the sum payable for those Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide the Fitting Services for that sum and to pay for them.]

AND/OR

2.2 [We will provide the Supply Services in accordance with the Terms and Conditions and those set out in Schedule 2 of the attached Terms and Conditions and those set out below] [together with the Fitting Services] [and on the items to be supplied by You to be fitted by Us]. If You and We agree on the sum payable for those Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide the Supply Services for that sum and to pay for them.]

2.3 You and We may agree to vary the details in the attachments referred to in this Clause 2 from time to time.

3. Price and Payment

You will pay the sum of £<<Insert Sum>> for the Services. This sum may be broken down as follows:

3.1 [£<<Insert Sum>> for the Supply Services];

OR

3.1 [£<<Insert Sum>> for the Fitting Services];

applicable, or if this Agreement is of indeterminate duration, the conditions for termination shall be those set out in Clause 1.5.6.

at Date of <<Insert Date>>;

at Date of <<Insert Date>>;

at Times of <<Insert Times>> or such other times as You may require in writing;

at the Property located at <<Insert Address>>] OR [provide the [Fitting Services] in relation to the Property located at <<Insert Address>>];

Clause 2.2.

in Schedule 1 of the attached Terms and Conditions. If, after consultation with You, You and We agree on the details of the Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide those Services for that sum and to pay for them.]

in Schedule 2 of the attached Terms and Conditions and those set out in Schedule 1 of the attached Terms and Conditions and those set out below] [together with the Supply Services] [and on the items to be supplied by You to be fitted by Us]. If You and We agree on the sum payable for those Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide the Fitting Services for that sum and to pay for them.]

in Schedule 3 of the attached Terms and Conditions and those set out in Schedule 2 of the attached Terms and Conditions and those set out below] [together with the Fitting Services] [and on the items to be supplied by You to be fitted by Us]. If You and We agree on the sum payable for those Services, and You then sign a Quotation issued by Us in a Quotation signed by You and attached to this Agreement, then, subject to the Quotation, We will be bound to provide the Supply Services for that sum and to pay for them.]

details in the attachments referred to in this Clause 2 from time to time.

in Services] OR [[Fitting][and][Supply]

Services];

Services];

AND/OR

[£<<Insert Sum>> for Products)].

3.2 [Our standard hourly rate for the Terms and Conditions is £<<Insert Sum>>].

3.3 <<Insert full details of our standard hourly rate>>

4. Waiver of Cooling Off Period

4.1 By signing this Agreement, You agree to commence provision of the Services immediately and not to exercise the right to cancel referred to in the Terms and Conditions.

4.2 You acknowledge that if You wish to cancel the Services provided, as set out in Clause 13 of the Terms and Conditions, You will be liable to pay Us the sum of £<<Insert Sum>>.

4.3 You acknowledge that if the Services are fully performed within the 14 days of the date of signing this Agreement, You will not be entitled to cancel.

SIGNED for and on behalf of the Supplier:
<<Name and Title of Person Signing for Supplier>>

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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Services (including the Price for the

(where We carry out such work which is charged at an hourly rate) is £<<Insert Sum>>).

detailed in the Quotation>>

commence provision of the Services immediately and not to exercise the right to cancel referred to in Clause 13 of the Terms and Conditions.

to cancel You will be liable to pay Us the sum of £<<Insert Sum>> which You inform Us of Your wish to cancel, as set out in Clause 13 of the Terms and Conditions.

t to cancel if the Services are fully performed within the 14 days of the date of signing this Agreement, You will not be entitled to cancel.

MODERN FORM

To: <<Supplier to insert Supplier's Name, Telephone Number and, where available, Fax Number and Email Address>>

[I/We] hereby give notice that [I/we] can provide the following services:

[Design Services]

OR

[Supply] **AND/OR**

[Fitting] Services

dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

S

A

M

P

L

E

SAMPLE