

LOCKSMITH SERVICES (B2C)

BACKGROUND:

These Terms and Conditions apply to the provision of locksmith services by <<Insert Company Name>> ("the Trader") to customers who require locksmith services to ensure that you understand and agree to these Terms and Conditions. Please read them carefully and if you have any questions, please contact us.

These Terms and Conditions apply to the provision of locksmith services to the consumer who is a "consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

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

"Agreed Times"	You and We agree for Us to have to carry out and complete the services specified in the Agreement];
"Agreement"	to which You and We will enter if you agree. The Agreement will be subject to, these Terms and Conditions. A standard form of Agreement is attached as Appendix A.
"Business"	trade, craft, or profession carried out by a natural person or organisation;
"Consumer"	as defined by the Consumer Rights Act 2015. A consumer is a natural person to these Terms and Conditions who is not a business customer of the Trader who is not acting for their personal use and is not acting mainly outside the purposes of their business;
"Deposit"	may be required to pay in advance of the services set out in Clause 5;
"Final Fee"	sums You must pay, which will be payable in accordance with Clause 5;
"Locksmith Services"	services We will provide as set out in Appendix B;
"Model Cancellation Form"	cancellation form attached as Appendix C;
"Order"	request for Us to provide the services set out in Clause 4;
"Products"	equipment required for the provision of the services which We will supply (if any) as set out in Appendix D;

“Property”	Your home, as detailed in the Order and the Agreement, at which the Locksmith Services are to take place;
“Quotation”	The quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Quoted Fee”	The fee set out in the Quotation which may vary according to the actual work undertaken as set out in Clause 6;
“Start Date”	The date You and We agree on for Us to start providing the Locksmith Services as specified in the Agreement;
“Visit”	Any occasion, scheduled or otherwise, on which We provide the Property to provide the Locksmith Services;
“We/Us/Our”	The Trader and includes all employees, agents, subcontractors of the Trader; and
“You/Your”	A Consumer who is a customer of the Trader.

- 1.2 Any reference to electronic communication, including any similar expression, includes a reference to communication sent by e-mail [or] [text message,] or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute as amended or re-enacted at the relevant time.
- 1.4 Each reference to “Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer of these Terms and Conditions.
- 1.7 Words in the singular number will include the plural and vice versa.
- 1.8 References to gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information

- 2.1 We are a [type, e.g. sole trader, partnership, LLP, private limited company]
- 2.2 [We are known as <<insert trading name if different from company name>>]
- 2.3 [We are registered in the <<Country of Registration>> under number <<Company Registration Number>>]
- 2.4 [Our Registered Office is <<insert address if different from registered office>>.]
- 2.5 [Our contact details are <<insert address if different from registered office>>]

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4. Orders

3.2 In certain circumstances, You may be required to provide Us in writing (as stated in various Clauses throughout the Terms and Conditions). When contacting Us in writing You may use the following email address: info@thebottlebar.com

3.2.2 contact Us by **W** **ert name>>**, <<insert address>>.

4.2 When placing an Order, You shall provide, in detail, the Locksmith Services required. Details required include, but are not limited to, the location of the Property, the number and type of locks and/or doors to be serviced, the time of day the services are required and the type(s) of work required (e.g. the installation of new locks, the repair of existing locks, the removal of old locks etc.). [We will provide You with training prompts for all required information.] [All such information shall be provided in the Agreement.]

4.4 If We decide that We will inform You of the [REDACTED] order and provide a Quotation, We

4.6 You may accept a revised Quotation, if applicable, a revised Quotation, by signing and dating, and returning it to Us within <<insert period, e.g. 21 calendar days>> after the issue of the Quotation or, where applicable, a revised

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- 4.8 When the relevant Quotation is accepted by You, We will complete any blank space in the Agreement in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement on behalf of Us. If You then sign and date the Agreement and have paid the Deposit, a legally binding contract between Us and You shall at that time come into effect requiring Us to provide the Locksmith Services for You to pay for them.
- 4.9 The acceptance of an Order or Quotation or any revised Order or Quotation by Us shall not have any legally binding effect on the Agreement until the Agreement is signed and dated by both You and Us and the Deposit is paid.
5. **Deposit**
- 5.1 At the time of acceptance of a Quotation or not more than <<insert period e.g. 7 calendar days>> depending on the nature of the work and any special requirements, in advance, You may be required to pay Us a Deposit of <<insert sum e.g. 25% of the Quoted Fee>>. We will not sign the Agreement for You to sign until the Deposit is paid in full.
- 5.2 If You do not pay the Deposit for the Locksmith Services, We may retain some or all of the Deposit for the purposes of clauses 13, 14 and 15.
6. **Fees and Payment**
- 6.1 The price payable for the Locksmith Services and the amount of the Deposit shall be as stated in the Quotation required.
- 6.2 We will, where possible, use only the Products (and quantities of Products) specified in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep You informed of any increase in the Final Fee by minimum, will keep You informed at all times, and will obtain Your agreement to our agreement.
- 6.3 If the price payable for the Locksmith Services that We need to procure increases during the period of acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us notice within <<insert period e.g. 30 calendar days>> of a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The Final Fee are inclusive of any VAT chargeable. If the amount of VAT that You must pay changes, We will adjust the amount of VAT that You must pay.
- 6.5 We will not be responsible for the Locksmith Services have been completed.
- 6.6 You must pay the Final Fee within <<insert period e.g. 30 calendar days>> of receipt of the invoice.
- 6.7 We accept the following methods of payment:
- 6.7.1 By credit/debit card>>;
- 6.7.2 By cash>>;

- 6.7.3 <<insert met
- 6.7.4 <<insert othe
- 6.8 If You do not pay a, We may charge You interest on the overdue sum a percentage>>% above the base rate of <<insert name o the base rate until payment is made in full. Interest will accrue e due date until the actual date of payment, whether b
- 6.9 If You have prompt e an invoice in good faith, We will not charge interest ngoing.
7. **Locksmith Services**
- 7.1 We will provide the accordance with the specification set out in the accep Agreement (as may be amended by agreement betw e to time).
- 7.2 [We may provide s, or similar documents in advance of carrying out the ny such material is intended for illustrative purposes d to provide an exact specification of the Locksmith Se specific results.]
- 7.3 We will use reasona e that the Products We use match those chosen by Y le, are consistent throughout the Property (or relevan e. There may be slight variations to the same Produc There may be slight variations to catalogues and othe ferences between photographs, minor technical cha ducts themselves, or as a result of question. Product p pact your use of the Product in due to non-availab If different Products are required first, in advance of them without consulting with You wish to accept the Locksmith Services. If You do not receive a full refund u may cancel the Agreement and g, where applicable, the Deposit.
- 7.4 The responsibility as the “risk”) for the Products remains with Us un dered to You at which point it will pass to You. You w e We have received payment in full for them.
- 7.5 We will ensure that any relevant standards and are in a satisfactory condi
- 7.6 We will ensure tha s are performed with reasonable care and skill and to which is consistent with best trade practice.
- 7.7 We will ensure tha evant codes of practice that may apply from time to ti se.
- 7.8 We will properly di results from Our provision of the Locksmith Services
- 7.9 We will ensure that suffer damage as a result of Our provision of the Loc l at Our expense make good any damage that occurs e to You as soon as is reasonably possible. [We may e reasonable steps to protect the Property while We Locksmith Services including removal of items from the a king. We will not be liable for any

- damage to the Property as a result of Your failure to follow such instructions.]
- 7.10 When the Locksmith Services are to last for more than one working day, we will, where reasonably possible, leave the Property in a safe state and minimise any disruption to Your use and enjoyment while the Locksmith Services are being carried out. We will store all tools and materials only in areas where they do not obstruct Us or remove them from the Property at the end of each day.
8. **Faulty Products**
- 8.1 If any Product provided in the course of Us providing the Locksmith Services has a defect with one or more of those Products or if the Product has not been correctly described, You should inform Us as soon as possible as set out above in Clause 3.
- 8.2 Within 30 days after completion of the Locksmith Services, You are entitled, at Our option, to a full refund, to keep the Product(s) at a reduced price or to a replacement.
- 8.3 After 30 days, and for the first six months after completion of the Locksmith Services, We will, at Our option, repair or replace any Product(s) if the repair or replacement is not practicable or possible, or if the repair or replacement is unsuccessful, You are entitled to a full refund. If the repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, We may offer to replace the Product(s) at a reduced price. This right may be exercised if the defect has been caused deliberately or as a result of Your failure to follow instructions given by Us or if the Product is defective.
- 8.4 After completion of the Locksmith Services, if any Product is found to be faulty, You must prove that the Product in question was provided by Us and You took ownership of it. You may be entitled to a full refund, or to a partial refund for up to six years depending on the age of the Product and how long it can reasonably be expected to last.
9. **Problems with Locksmith Services**
- 9.1 If the Locksmith Services are not provided to the standard of reasonable care and skill, You are entitled to ask Us to repeat the Locksmith Services, or to get a price reduction if this is not possible.
- 9.2 We make every effort to ensure that Our provision of the Locksmith Services is free-of-charge. If, however, there is a problem with the Locksmith Services, we request that You inform Us as soon as is reasonably possible so that we can make reasonable efforts to remedy problems with the Locksmith Services as is reasonably possible and practical.
- 9.3 We will not be liable for remedying problems under this Clause 9 where the problem has been caused by Us [or where nobody is at fault]. If We have been caused by incorrect or incomplete information provided or taken by You, We may charge You for the cost of the remedying.
- 9.4 As a guide, we have set out certain legal rights with respect to the purchase of goods and services. For details of your legal rights and guidance on

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- and p <<insert location(s)>>.
- 11.3 If You want to change any aspect of Your dealings with Us, please contact Us in any of the following ways:
- 11.3.1 You may send to <<insert name and/or position and/or address>>;]
- 11.3.2 You may send to <<insert name and/or position and/or email address>>;]
- 11.3.3 You may complete the form, following the instructions included with the form.
- 11.3.4 You may send <<insert telephone number>> [and choosing option when prompted.]]
12. **Changing the Start Date**
- 12.1 If You want to change the Start Date:
- 12.1.1 You and We shall, where reasonably possible, agree a revised Start Date with each other.
- 12.1.2 If we do not agree a revised Start Date either You or We may terminate the contract (see Clause 15).
- 12.2 If We want to change the Start Date, You may either:
- 12.2.1 You may agree a revised Start Date with Us; or
- 12.2.2 You may terminate the contract (see Clause 15).
13. **Cancellation of the Cooling Off Period**
- 13.1 Where the Products are made “on Our premises”, You have a statutory right to cancel. This period begins once the contract between You and Us is made.
- 13.1.1 If the Products are supplied, at the end of 14 calendar days after the Products are delivered. If the Products are not delivered, the 14-calendar day period begins on the day the contract is formed; and
- 13.1.2 If the Products are supplied by Smith Services, at the end of 14 calendar days after the contract is formed.
- 13.2 If You want to exercise the right to cancel within the cooling off period, You should provide a clear statement (e.g. a letter sent by post, fax, or email) to the fax number, or email address specified in these Terms. You may use the Model Cancellation Form, but You must provide a clear statement.
- 13.3 To exercise the right to cancel before the deadline, it is sufficient for You to send Your statement to the fax number, or email address specified in these Terms before the deadline.
- 13.4 If You exercise the right to cancel, You will receive a full refund of any amount paid by You under the contract (including, but not limited to, the Deposit).
- 13.5 We will refund the amount to You by the same method used to make the payment,

- unless You have exercised the right to cancel. In any case, You will not incur any fees as a result of the cancellation.
- 13.6 We will process the refund as soon as possible, without undue delay and, in any case, within 14 calendar days after the day on which We are notified of the cancellation.
- 13.7 If You exercise the right to cancel, the refund will be made to Products:
- 13.7.1 We will issue the refund within the normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).
- 13.7.2 You must return the Products within 14 calendar days of the day on which You are notified of the refund to cancel and return them;
- 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied as a result of unnecessary handling by You;
- 13.7.4 Please also note that the Products may become inseparably mixed with other Products.
- 13.8 If the Start Date falls within the normal refund period, You must make an express request for provision of the Locksmith Services to begin within the 14-calendar day cooling off period. This is a normal part of the ordering process. By making such a request, You acknowledge and agree to the following:
- 13.8.1 If the Locksmith Services are completed within the 14-calendar day cooling off period, You have the right to cancel once the Locksmith Services are completed.
- 13.8.2 If You cancel the Locksmith Services after provision of the Locksmith Services has begun, You must pay for the Locksmith Services and any Products supplied to Us supplied up until the point at which You cancel;
- 13.8.3 The amount of the refund will be in proportion to the full price of the Locksmith Services already provided. Any amount already paid for the Locksmith Services will be subject to deductions calculated on this basis;
- 13.8.4 We will process the refund within the normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the Locksmith Services Agreement after the 14-calendar day cooling off period.
14. **Cancellation Outside of the Cooling Off Period**
- 14.1 In addition to Your right to cancel during the cooling off period, the following applies to the Locksmith Services Agreement after the cooling off period and before the Start Date:
- 14.1.1 If You cancel the Locksmith Services after the 14 calendar day cooling off period has expired (the cooling off period does not apply) and more than 14 calendar days after the Start Date, We will refund the

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, and any other sums paid as soon as is
and in any event within 14 calendar days of

14.1. Locksmith Services after the 14 calendar day cooling
(or where it does not apply) and less than <<e.g.
before the Start Date, We will retain from the
a sum to cover any net financial loss that We
ellation. We will refund the balance of the Deposit
reasonably possible, and in any event within 14
ellation. If Our net financial loss is more than the
t (and/or if no Deposit has been paid), We will
ortfall and You will be required to make payment
use 6.

14.2 We r ne Agreement before the Start Date due to the
unav personnel or materials, or due to the occurrence of
an ev onable control. If such cancellation is necessary,
We v as is reasonably possible. We will refund the
Depo ny other sums paid as soon as is reasonably
possi n 14 calendar days of termination.

15. Termination

15.1 You r ment with immediate effect at any time by giving
Us w

15.1. e Agreement in any material way and have failed
n within <<insert period>> of You asking Us in

15.1. on or have an administrator or receiver appointed

15.1. en unable to agree a revised Start Date or You
Agreement under Clause 12;

15.1. ovide the Locksmith Services due to an event
(see Clause 17).

15.2 We r ment with immediate effect by giving You written
notic

15.2. yment on time as required under Clause 6 (this
ight to charge interest on overdue sums under

15.2. e Agreement in any material way and have failed
n within <<insert period>> of Us asking You in

15.2. en unable to agree a revised Start Date under

15.2. with access to the Property or otherwise make it
provide the Locksmith Services, and We have
act You to re-arrange the Locksmith Services
;

17.2. When the event outside of Our control is over and / new dates, times or availability of Locksmith ;

17.2.  Date the Agreement (see Clause 15).

18. Liability

18.1 We will not be responsible for any foreseeable loss or damage that You may suffer as a result of the use of any of these Terms and Conditions or as a result of Our negligence or if it is contemplated by You and Us when we entered into. We will not be responsible for any loss or damage that is foreseeable.

18.2 We and valid insurance including public liability

18.3 We provide the Locksmith Services for domestic and private purposes only. We make no representation that the Locksmith Services are fit for commercial or industrial purposes of any kind. We will not be liable for any loss of business, interruption to business or for any liability.

18.4 If We discover any defects in the Property or anything in it, We will make good that defect at no cost to You. We are not responsible for any pre-existing defects in or to Your Property that We may discover while providing the Services.

18.5 [Our] [redacted] or damage caused as a result of Our negligence or breach of the Conditions or the Agreement by Us is limited to £<<ir [redacted]

18.6 We are not responsible for any loss or damage You suffer which results from Your failure to follow the instructions given by Us.

18.7 Nothing in these Conditions is intended to or will limit or exclude Our liability for personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

18.8	Nothing in this Agreement or the Conditions is intended to or will limit Your legal rights or remedies under any applicable consumer protection legislation. For more details, please refer to Your local Citizens Advice Bureau or Trading Standards.
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19. **How We Use [REDACTED] (Data Protection)**

We will only [REDACTED] as set out in Our <<insert document name, e.g. Privacy Notice>> [REDACTED] <<insert location(s)>>.

20. Other Impo

20.1 We may change these Terms and Conditions without giving You notice, but in our reasonable endeavours to inform You as soon as is practicable of any such changes.

20.2 We not [REDACTED] obligations and rights under the Agreement to a third [REDACTED], for example, if We sell Our business). If this

- occurs, We will inform You and Your rights under the Agreement will not be affected and Our Agreement will be transferred to the third party who will be bound by the Agreement.
- 20.3 You may not transfer Your obligations and rights under the Agreement without Our prior written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is binding on You and is not intended to benefit any other person or third party. No person or party will be entitled to enforce any provision of the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of the Agreement in question will not be affected.
- 20.6 No failure or delay by Us in exercising any rights under the Agreement means that We or You have waived those rights, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of that provision.
- 21. Regulations and Information**
- 21.1 We are required by certain Regulations (Information, Cancellation and Additional Charges Regulations) to ensure that certain information is given or made available to You (i.e. before You enter into the contract with Us) before We make Our contract with You. Some of this information (the Quotation, and the Agreement) is already apparent from the context of the transaction and the information itself either in the Quotation or the Agreement. We will make it available to You before You sign the Agreement. All of that information, be part of the terms of Our contract with You as a Consumer.
- 21.2 As required by the Regulations:
- 21.2.1 all of the information required by Regulation 21(2)(a) to (c) to be made available to You before You enter into the contract with Us;
- 21.2.2 any other information required by Regulation 21(2)(d) to be made available to You before You enter into the contract with Us.
- The information required by Regulation 21(2)(a) to (c) to be made available to You before You enter into the contract with Us will be a part of the terms of Our contract with You as a Consumer.
- 22. Law and Jurisdiction**
- 22.1 These Terms and Conditions, and the relationship between You and Us (whether or not You are a consumer) shall be governed by and construed in accordance with the law of England & Wales [Northern Ireland] [Scotland].
- 22.2 As a consumer, You may not be able to opt out of the mandatory provisions of the law in Your country of residence. Clause 22.1 above takes away or restricts those provisions.
- 22.3 Any dispute, controversy or claim between You and Us relating to these Terms and Conditions, or the relationship between

You (whether acting as an individual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by applicable law.

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THIS AGREEMENT is made this _____ day of _____

BETWEEN:

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Trader")]
- (2) <<Name of Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

- (1) The Trader provides locksmith services to other customers and has reasonable skill, knowledge, and experience to provide such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below ("the locksmith Services").
- (3) The Trader agrees to provide the locksmith Services to the Customer, subject to the attached Terms and Conditions of Sale and the Locksmith Services Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words "we", "us" and "our" have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract between Us and You will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that we have given or made available to You the following information, where such information is already available to You:
- 1.4.1 The main characteristics of the Locksmith Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Locksmith Services including taxes or, if applicable, the Price can be calculated in advance, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance, and the time by which we will perform the Locksmith Services;
- 1.4.5 Our complaint handling procedure.

- 1.4.6 agreement, where applicable, or if this Agreement
duration or is to be extended automatically, the
ing it.
- 1.5 As r Customer Contracts (Information, Cancellation and
Addit ons 2013:
- 1.5.1 described in Clause 1.4; and
- 1.5.2 which We give to You about the Locksmith
which You take into account when entering into
when making any other decision about the
l be part of the terms of Our contract with You as
2. **The Locksmith**
- 2.1 We w
- 2.1.1 Locksmith Services on the Start Date of <<insert
- 2.1.2 Locksmith Services by <<insert date>>;
- 2.1.3 Services during the Agreed Times of <<insert
times as You and We may agree in writing;
- 2.1.4 Services at the Property located at <<insert
- 2.1.5 Services in accordance with the specification
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- 2.2 The Locksmith Services is [as follows: <<insert full
provided>>] **OR** [attached].
- 2.3 The are [as follows: <<insert full description of
product R [listed in the attached specification].
- 2.4 You a ting to vary the specification from time to time.
3. **Fees and Pa**
- 3.1 You of £<<insert sum>> for the Locksmith Services
(subj t in the Terms and Conditions). This sum may be
broke
- 3.1.1 of all sums payable>>; [and
- 3.1.2) of <<insert amount>>.]
- 3.2 <<Ins ums due (if any) as detailed in the Quotation>>.
4. **Waiver of C**
- 4.1 By s You request Us to commence provision of the
Locks tely and not to wait for the 14-calendar day
cooling in Clause 13 of the Terms and Conditions to
expir
- 4.2 You exercise the right to cancel You will be liable to

pay Us for the Locksmith Services until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

4.3 You acknowledge that the Locksmith Services are fully paid for by You.

and up until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

right to cancel if the Locksmith Services are not provided within a calendar day cooling off period.

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

Authorised Signature

Date: _____

SIGNED by the Customer:
<<Name of Customer>>

Signature

Date: _____

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to insert name and email address>>

physical address and, where available, fax number

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate)

Locksmith Services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: