

	"Prop	erty"	he Customer's retail shop / hotel / restaurant / hirdresser, leisure, office or other business s, as detailed in the Order and the Agreement e Job is to take place;	
	"Quotatior "Quoted F "Services" "Visit" "Work Are		erms and Conditions. Any such quotation shall ned to incorporate, and be subject to, these nd Conditions b) not be deemed to be an nce of an Order;	2 of
			he Fee which will be quoted to the Customer in tation following the Order which may vary g to the actual work undertaken as set out in 1 of these Terms and Conditions;	n
			he shopfitting services provided by the Shopfit ed in Clause 5 of these Terms and Conditions	
			iny occasion, scheduled or otherwise, on which ofitter shall visit the Property to provide the s; and	;h
			he [internal][and][external] part or parts of the within which the Services are to be provided.	
1		Unle	e requires, each reference in these Terms a	and
		Conc 1.2.1	nilar expression, includes a reference to a d by electronic transmission or similar means;	•
		1.2.2	on of a statute is a reference to that statute or re-enacted at the relevant time;) or
		1.2.3	onditions" is a reference to these Terms a f the Schedules as amended or supplemented	
		1.2.4	ule to these Terms and Conditions;	
		1.2.5	n is a reference to a Clause of these Terms and the section of the relevant of	
		1.2.6	s" refer to the parties to the Agreement.	
1		The I and Conc	Terms and Conditions are for convenience or upon the interpretation of these Terms a	•
1	.4	Worc	r number shall include the plural and vice vers	sa.
1	.5	Refe	all include any other gender.	
1	.6	Refe	nclude corporations.	
C	Orders			
2		The \$ post,	for their Services through < <insert ebsite="" etc.="" methods="">>.</insert>	ə.g.
imply-D	y-Docs – BS.TC.39		s (Business).	2

- 2.2 When placing an required. Details rea Work Area, number which the work is to
- 2.3 [The Shopfitter shi provide prompts for
- 2.4 Once the Custome shall, unless they required, prepare a hand delivery or firs Quoted Fee, detail confirm which partie all) is accepted for t
- 2.5 The Customer sha Quotation prior to a to a Quotation sha Quotation in which Customer may ac Quotation, by telep provide the Custom
- 2.6 Unless and except time, a Quotation s days, e.g 7>> days
- 2.7 No Order, Quotation either/both docume between the Parties
- 2.8 A binding agreeme between the Partie when an Agreeme Deposit has been p
- 2.9 If the Deposit is not Agreement is signe expiry of that period neither Party shall I paid late, the Shopf

3. Deposit

- 3.1 At or after the time period e.g. 7 days must pay a Deposi out in the Quotatio promptly provide a l
- 3.2 Subject to the prov the Deposit shall be

4. Fees and Payment

- 4.1 The Quoted Fee sl estimated Products is further detailed in
- 4.2 The Shopfitter shal (and quantities ther

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all set out in detail the Services n and size of the Property and the aces comprising the Work Area in pe(s) of shopfitting.

rm to the Customer which shall by the Shopfitter.]

ibmitted the Order, the Shopfitter any quotation for the Services to the Customer either by email, set out the required Deposit and respectively. The Quotation shall ed in the Order (whether part/s or tion.

ges to anything in the Order and ion by the Customer but changes and to the extent that a revised issued to the Customer. The where applicable, the revised ss post. The Shopfitter will then r signature.

otherwise agree in writing at any r acceptance within <<number of hopfitter.

documents or any acceptance of give rise to any binding agreement

existence and be of legal effect provided by the Shopfitter if and signed by both Parties and the

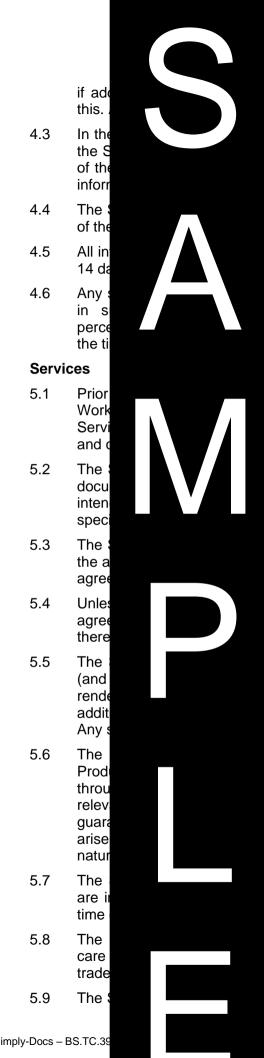
rt number of days>> days after an all cease to be payable from the II be deemed to be cancelled (but other as a result). If the Deposit is Customer.

ion or but not more than <<insert gn the Agreement, the Customer mount of the Deposit shall be set as been paid the Shopfitter shall

nd Conditions and the Agreement

vable for the Services and for the ervices and complete the Job [and

eavours to use only the Products tion and the Agreement. However,



5.

uired the Final Fee shall be adjusted to reflect be kept to the necessary minimum.

costs of Products or services to be procured by the period between the Customer's acceptance mencement of the Services, the Shopfitter shall ncrease and of any difference in the Final Fee.

e Customer for the Final Fee when the provision complete.

reement must be paid within <<insert period e.g. ustomer.

id following the expiry of the time period set out ncur interest on a daily basis at <<insert se rate of <<insert name of bank>> obtaining at

Shopfitter shall carry out a full inspection of the the Property in order to ensure that the agreed the Work Area and the Property, are practical,

ketches, impressions, plans, diagrams or similar tering into the Agreement. Any such material is ses only and is not intended to provide an exact guarantee specific results.

ed in accordance with the specification set out in the Agreement (as may be amended by mutual

g completion of the shopfitting work forms an any such work (or the making of arrangements r's sole responsibility.

easonable endeavours to use only the Products sundry parts and other products required to n the Quotation and the Agreement. However, if ed the Final Fee shall be adjusted to reflect this. ept to a minimum.

I reasonable endeavours to ensure that the chosen by the Customer and are consistent hd, if so agreed in writing, throughout any other rty). Notwithstanding this the Shopfitter cannot hout due to unavoidable variances which may ing process of the products or materials or their

hat all Products used in rendering the Services elevant standards and are free of defects at the

hat the Services are rendered with reasonable able standard which is commensurate with best

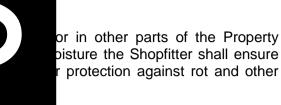
at they comply with any and all relevant codes of

practice.

- 5.10 Where any materia where they may be that those materials water damage.
- 5.11 The Shopfitter sha provision of the S adverse effect on, t make good any s Customer prior to c
- 5.12 The Shopfitter sha rendering of the Se
- 5.13 Prior to the comple together to produc Shopfitter's Service
- 5.14 Following completic period e.g. 7 days> the Shopfitter of ar additional cost to th

6. **Customer's Obligations**

- 6.1 If any consents, lie parties such as lan shall be the Custor commencement of the commencement of th
- 6.2 The Customer shall where necessary or the Services.
- 6.3 The Customer shall Property or being p The Shopfitter warra
- 6.4 The Customer shal <<insert period e.g. clear of furniture, ea Agreed Date and fo Shopfitter. The Sho and fittings in the specifically agreed the Customer.
- 6.5 If the Customer is Shopfitter shall not additional work is r Shopfitter shall cha Products due to ex the Customer for su
- 6.6 The Customer shal and a supply of hot
- 6.7 The Customer mu hours>> notice if the



r as is reasonably possible, its damage to, or have any other the Work Area. The Shopfitter shall at no additional expense to the

all waste that results from their

ofitter and the Customer will work ng any faults or defects in the cation prior to completion.

ter shall have a period of <<insert the completed work and to notify r shall correct such defects at no

sions are needed from any third ties, local authorities or similar, it ptain the same in advance of the

er can access the Work Area (and) at the Agreed Times to provide

the Shopfitter a set of keys to the nes to give the Shopfitter access. kept safely and securely.

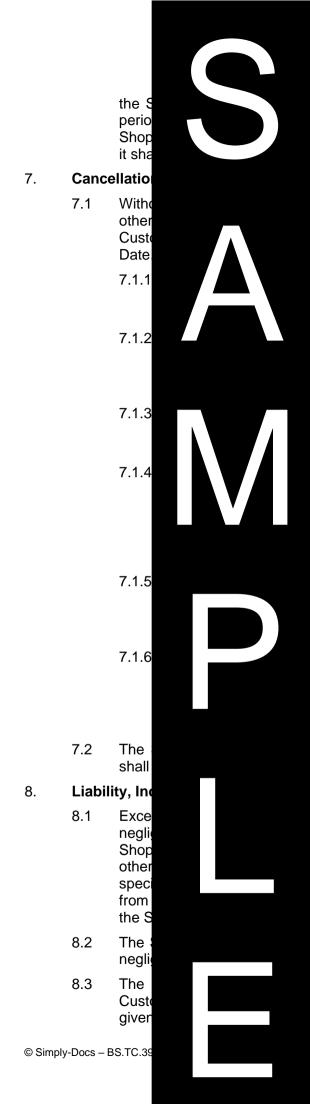
required by the Shopfitter at least reed Date, the Work Area is kept s, fittings and other items from the , unless otherwise directed by the moval of certain furniture, fixtures mmencement of the Job. Unless toval shall be the responsibility of

asurements to the Shopfitter, the inaccuracies which may result. If a shortfall in measurements, the ordingly. If there is an excess of the Shopfitter shall not reimburse

er has access to electrical outlets the Property.

at least <<insert period e.g. 24 e to allow the Shopfitter to provide

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day or at a particular time. If less than <<insert e is given the Customer shall be liable to the period at the Shopfitter's normal hourly rate and ccordingly.

t to terminate the Agreement pursuant to any erms and Conditions or the Agreement, the chedule the Job at any time before the Agreed y to cancellation or rescheduling:

els the Job more than <<e.g. 28 days>> before hopfitter shall issue a full refund of all sums paid,

hedules the Job more than <<e.g. 28 days>> ate the Shopfitter shall retain all sums paid, and shall deduct all such sums from any related e rescheduled Job.

Is the Job less than <<e.g. 28 days>> but more > before the Agreed Date the Shopfitter shall ess the Deposit.

edules the Job less than <<e.g. 28 days>> but days>> before the Agreed Date the Shopfitter paid including the Deposit and shall deduct all the Deposit) from any balance payable on the w Deposit shall be payable on the rescheduled

s the Job less than <<e.g. 14 days>> before the opfitter shall retain all sums paid and any II become immediately payable. No refund shall

dules the Job less than <<e.g. 14 days>> before Shopfitter shall retain all sums paid and any Il become immediately payable. No refund shall ns paid will count toward the fees and Deposit duled Job.

e Job at any time before the Agreed Date and luding the Deposit.

or personal injury caused by the Shopfitter's pect of fraud or fraudulent misrepresentation, the e in contract or tort (including negligence) or it, loss of use of the Work Area, or any indirect, damage, costs, expenses or other claims arising Shopfitter in connection with the performance of sing under the Agreement.

or any loss or damage caused as a result of its greement shall be limited to £<<insert sum>>.

be for any loss or damage suffered by the the Customer's failure to follow any instructions

- 8.4 Under no circumst which result from contractor engaged that the Shopfitter s which is not its subo
- 8.5 Subject to all of the indemnify the Cust proceedings arising breach of these Ter
- 8.6 The Customer sha damages, loss, clai meet any of its ob these Terms and C
- 8.7 The Shopfitter shal valid insurance white

9. Guarantee

- 9.1 The Shopfitter warr from any and all c following completion
- 9.2 If any defects in the set out in sub-Claus no cost to the Custo

10. Data Protection

The Shopfitter will only use <<insert document name, etc.

11. Confidentiality

- 11.1 Except as provided Party, each Party s and [for <<insert pe</p>
 - 11.1.1 keep confide
 - 11.1.2 not disclose
 - 11.1.3 not use any contemplate
 - 11.1.4 not make ar any Confide
 - 11.1.5 ensure that contractors be a breach
- 11.2 Either Party may:
 - 11.2.1 disclose any
 - 11.2.1.1 any
 - 11.2.1.2 any 11.2.1.3 any
 - afore









r be responsible for any defects party contractor except for any subcontractor. The Parties agree ve any control over any contractor

this Clause 8, the Shopfitter shall liability, damages, loss, claims or rendering of the Services or any Agreement.

itter against any costs, liability, g out of the Customer's failure to other breach by the Customer of, nt.

in place at all times suitable and pility insurance.

all Services provided shall be free <insert period e.g. 12 months>>

appear during the warranty period rectify any and all such defects at

I data as set out in the Shopfitter's ilable from <<insert location(s)>>.

s authorised in writing by the other he continuance of the Agreement mination:

rmation;

tion to any other party;

n for any purpose other than as srms of the Agreement;

y way, or part with possession of

officers, employees, agents, subwhich, if done by that Party, would Clauses 11.1.1 to 11.1.4 above.

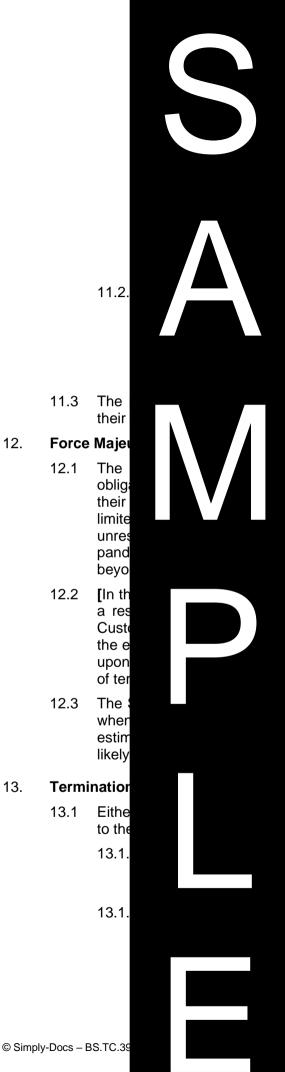
to:

er of that Party;

uthority or regulatory body; or

of that Party or of any of the es or bodies;

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is necessary for the purposes contemplated by ding, but not limited to, the provision of the red by law. In each case that Party shall first arty or body in question that the Confidential tial and (except where the disclosure is to any Clause 11.2.1.2 or any employee or officer of any and submitting to the other Party a written king from the party in question. Such undertaking s practicable in the terms of this Clause 11, to Information confidential and to use it only for the disclosure is made: and

nformation for any purpose, or disclose it to any tent only that it is at the date of the Agreement, at date becomes, public knowledge through no making such use or disclosure, that Party must f the Confidential Information which is not public

e 11 shall continue in force in accordance with e termination of the Agreement for any reason.

ble for any failure or delay in performing their or delay results from any cause that is beyond ce Majeure"). Such causes include, but are not het service provider failure, industrial action, civil earthquakes, acts of terrorism, acts of war, on or any other similar or dissimilar event that is bfitter.

er cannot perform their obligations thereunder as a continuous period of <<insert period>>, the In terminate the Agreement by written notice at event of such termination, the Parties shall agree avment for all Services completed up to the date

e Customer in writing as soon as possible if and e event occurs and at the same time provide an how long the event is likely to continue and its ce of the Shopfitter's obligations.

terminate the Agreement by giving written notice

at Party by the other Party under any of the reement is not paid within <<insert period>> lue date for payment;

its any other breach of any of the provisions of the breach is capable of remedy, fails to remedy od>> Business Days after being given written ticulars of the breach and requiring it to be

- 13.1.3 an encumbr company, a that other Pa
- 13.1.4 that other Pa being a com the meaning
- 13.1.5 that other P made again the purpose a manner th bound by or the Agreeme
- 13.1.6 anything an jurisdiction c
- 13.1.7 that other Pa
- 13.1.8 control of the persons not Agreement. "connected Sections 112
- 13.2 Where the Custom Deposit and other shall not be liable for
- 13.3 For the purposes or of remedy if the Par respects.
- 13.4 The rights to term prejudice any other concerned (if any) c

14. Effects of Termination

Upon the termination of the

- 14.1 any sum owing by Agreement shall be
- 14.2 all Clauses which, e the expiry or termin
- 14.3 termination shall no which the terminatir termination or any may have in respec the date of terminat
- 14.4 subject as provided Terms and Conditi Party shall be unde
- 14.5 each Party shall (e cease to use, eithe shall immediately re control which contai

, or where that other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86);

l or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be mposed on that other Party under

foregoing under the law of any ther Party;

to cease, to carry on business; or

red by any person or connected other Party on the date of the this Clause 13, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

ment under sub-Clause 13.1, the it shall be refunded in full, and it yable under the Agreement.

each shall be considered capable with the provision in question in all

ven by this Clause 13 shall not er Party in respect of the breach

on:

under any of the provisions of the nd payable;

ir nature, relate to the period after nall remain In full force and effect;

right to damages or other remedy pect of the event giving rise to the or other remedy which any Party preement which exists at or before

nder any other provision of these ect of any accrued rights neither the other; and

red to in Clause 11) immediately any Confidential Information, and ny documents in its possession or itial Information.







15. No Waiver

No failure or shall be dee of any provis breach of the

16. Further Ass Each Party

may be nece

17. **Costs**

Subject to a incidental to Agreement.

18. Set-Off

Neither Part or sums re agreement a

- 19. Assignmen
 - 19.1 Subje Neith charg sub-c the v withh
 - 19.2 The skille contromis
- 20. **Time**

[The Parties the essence

OR

[The Parties guidance on mutual agree

contractual r

- 21. Relationshi Nothing in the joint venture
- 22. Third Party

No part of accordingly Agreement.

23. Notices

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23.1 All no



exercising any of its rights under the Agreement at right, and no waiver by either Party of a breach all be deemed to be a waiver of any subsequent ision.

I such further deeds, documents and things as ions of the Agreement into full force and effect.

trary each Party shall pay its own costs of and ation, execution and carrying into effect of the

off any sums in any manner from payments due ny claim under the Agreement or any other

he Agreement shall be personal to the Parties. mortgage, charge (otherwise than by floating erwise delegate any of its rights thereunder, or legate any of its obligations thereunder without her Party, such consent not to be unreasonably

to perform any of the obligations undertaken by r of its group or through suitably qualified and act or omission of such other member or subses of the Agreement, be deemed to be an act or

dates referred to in the Agreement shall be of

and dates referred to in the Agreement are for sence of the Agreement and may be varied by es.]

titute or be deemed to constitute a partnership, y relationship between the Parties other than the vided for in the Agreement.

ded to confer rights on any third parties and Third Parties) Act 1999 shall not apply to the

ent shall be in writing and be deemed duly given

if signed by, or on notice.

23.2 Notices shall be dee

23.2.1 when delive registered m

23.2.2 when sent, generated; c

23.2.3 on the fifth ordinary mai

In each case notice address notified to t

24. Entire Agreement

- 24.1 The Agreement co respect to its subject in writing signed by
- 24.2 Each Party shall ac rely on any represe provided in the Ac implied by statute of by law.

25. Counterparts

The Agreement may be en to it on separate counterpa a duplicate original, but a same instrument. No coun least one counterpart.

26. Severance

In the event that one or r Terms and Conditions is fo / those provision(s) shall b and/or these Terms and C Terms and Conditions shal

27. **Dispute Resolution**

- 27.1 The Parties shall at Agreement through have the authority to
- 27.2 [If negotiations un <<insert period>> o attempt to resolve Dispute Resolution
- 27.3 [If the ADR proced within <<insert period not participate in arbitration by either
- 27.4 The seat of the arbit The arbitration sha Arbitration as agree

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sed officer of the Party giving the

given:

ier or other messenger (including ss hours of the recipient; or

and a successful return receipt is

g mailing, if mailed by national

the most recent address or e-mail

ement between the Parties with modified except by an instrument esentatives of the Parties.

ng into the Agreement, it does not her provision except as expressly itions, warranties or other terms ded to the fullest extent permitted

of counterparts and by the Parties o executed and delivered shall be ther shall constitute one and the until each Party has executed at

of the Agreement and/or of these d or otherwise unenforceable, that the remainder of the Agreement er of the Agreement and/or these e.

ute arising out of or relating to the eir appointed representatives who

o not resolve the matter within tation to negotiate, the parties will th through an agreed Alternative

27.2 does not resolve the matter at procedure, or if either Party will he dispute may be referred to

27.3 shall be England and Wales. rbitration Act 1996 and Rules for In the event that the Parties are

may, Depu the a that r 27.5 Nothi apply 27.6 The Claus Law and Ju 28.1 The *i* there acco 28.2 Subj or cla contr shall

Wale

28.

unab



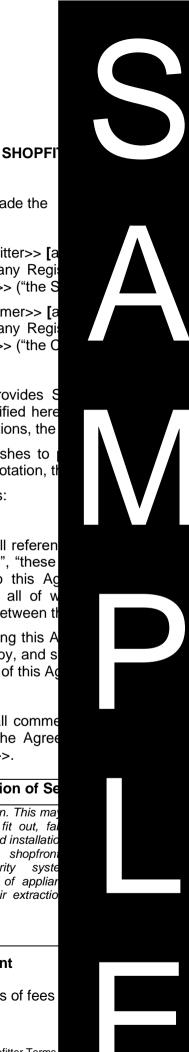
ator(s) or the Rules for Arbitration, either Party ce to the other Party, apply to the President or being of the Chartered Institute of Arbitrators for tor or arbitrators and for any decision on rules

shall prohibit either Party or its affiliates from injunctive relief.

the final method of dispute resolution under this and binding on both Parties.

r non-contractual matters and obligations arising ewith) shall be governed by, and construed in england and Wales.

lause 27, any dispute, controversy, proceedings relating to the Agreement (including any nonations arising therefrom or associated therewith) clusive jurisdiction of the courts of England and



EEMENT

<<Country of Registration>> under
e registered office is at] OR [of]

<Country of Registration>> under e registered office is at] **OR** [of]

hereby agrees to provide those cordance with, and subject to, the ement.

services in accordance with, and and this Agreement.

"the Agreement", "the Terms and or the Quotation shall be deemed ed Terms and Conditions or the contract for the provision of the tomer.

te>>, the Parties hereby agree to Conditions, the Quotation and the

e of <<insert date>> and shall be nes>> at the Property located at

levant Dates / Times

etailed in the Quotation>>

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Shopfitter>> [a number <<Company Regis
 <insert Address>> ("the S
- (2) <<Name of Customer>> [a number <<Company Regises <<insert Address>> ("the C

WHEREAS:

- The Shopfitter provides S services, as specified here Terms and Conditions, the
- (2) The Customer wishes to subject to, the Quotation, the

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all referen Conditions", "these to refer to this Ag Quotation, all of w Services between the Condition of the services between the services between the services between the service of th
- 1.2 By executing this A be bound by, and s provisions of this Ag

2. The Services

The Services shall comme provided during the Agree <<insert address>>.

Specification / Description of Se

Description: [insert description. This may any of the following: fitting, fit out, fat remodelling, design, supply and installation fittings, flooring, ceilings, shopfrom equipment/appliances, security syste plumbing, piping, installation of appliar heating, ventilation, aircon, air extractio etc.]

Specification:

3. Fees and Payment

<<Insert full details of fees

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The Shopfitt 6.7 of the Te

4. Electronic S

It is acknowl

- 4.1 Both signa
- 4.2 Both
- 4.3 One
- signa

Each Party Party's inten their manuso

IN WITNESS WHE before written

SIGNED by <<Name and Title of for and on behalf of

In the presence of <<Name & Address

SIGNED by

<<Name and Title of for and on behalf of

In the presence of <<Name & Address



of Value Added Tax (for the purpose of Clause </

nt may be signed by:

tronic signature (whatever form the electronic

script signature; or

ronic signature (whatever form the electronic Party signing by manuscript signature.

at electronic signature will be as conclusive of a Agreement as if signed by that Party by means of

has been duly executed the day and year first

Shopfitter>>

Customer>>

