

BUILDER TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are entered into by and between the Builder (the "Builder") and the Customer (the "Customer") in connection with the provision of building services by <<Insert Company or Trader>> (the "Trader") to customers who require building services to be provided and who have read them carefully and ensure that they understand and agree to them.

These Terms and Conditions apply to the Customer 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 the time to carry out and complete the work specified in the Agreement];
"Agreement"	the Agreement to which You and We will enter if entered into. The Agreement will be subject to, these Terms and Conditions. A standard form of Agreement is attached to these Terms and Conditions;
"Building Services"	the Building Services We will provide as specified in the Agreement;
"Business"	any trade, craft or profession carried on by a person or organisation;
"Consumer"	as defined by the Consumer Rights Act 2015 in relation to these Terms and Conditions, a natural person who is a customer of the Trader who enters into the Agreement for their personal use and for purposes only outside the purposes of any business;
"Deposit"	the Deposit may be required to pay Us in accordance with Clause 5;
"Final Fee"	the Final Fee sums You must pay which will be payable in accordance with Clause 6 and the Conditions.
"Model Cancellation Form"	the Model Cancellation form attached as an annex to these Terms and Conditions;
"Order"	the Order for Us to provide the Building Services in accordance with Clause 4;
"Products"	the Products required for the provision of the Building Services which We will supply (if any) as specified in the Agreement;

“Property”	Your home, as detailed in the Order and the Agreement, at which the Building Services are to take place, including the site/s where work is to be carried out;
“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 of these Terms and Conditions;
“Start Date”	The date You and We agree on for Us to start providing the Building Services as specified in the Agreement;
“Visit”	Any occasion, scheduled or otherwise, on which We visit the Property to provide the Building Services;
“We/Us/Our”	The Trader and includes all employees, agents and subcontractors of the Trader;
“You/Your”	A Consumer who is a customer of the Trader.

- 1.2 Any reference to an electronic communication, including any similar expression, includes a reference to a communication sent by e-mail [or] [text message,] or other electronic means;
- 1.3 Each reference to an Act or provision of a statute is a reference to that Act or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these 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 reference to “these Terms and Conditions” are for convenience only and do not constitute an offer or acceptance 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. Informa

- 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 <insert address if different from registered office>]

- or if no registered or incorporated in England or Wales, please provide the name of the company and its registered office address.
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are registered with the relevant authorised self-certification scheme. We will ensure that all our subcontractors and any other persons we use are also registered in this way.]
- 2.8 [We are regulated by <<insert regulator(s)>>.]
- 2.9 [We are a member of <<insert association(s) etc.>>.]
- 2.10 [<<Insert further information>>.]

3. Communication and Complaints

- 3.1 If You wish to contact Us for any complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Agreement and its Conditions). When contacting Us in writing You may use the following details:
- 3.2.1 contact Us by email at <<insert email address>>; or
- 3.2.2 contact Us by post at <<insert name>>, <<insert address>>.

4. Orders

- 4.1 We accept orders from You by <<insert methods e.g. telephone, email, fax, post, internet etc.>>.
- 4.2 When placing an Order, You must provide, in detail, the Building Services required. Details required include: the location and size of the Property, the type of work required and the type(s) of work required. [We will provide a quotation form containing prompts for all the information required. You must complete the form set out in the Agreement.]
- 4.3 Once the Order is completed, You must send it to Us, We will prepare a Quotation for You to sign and return by post. The Quotation will set out the fees payable (see Clauses 5 and 6).
- 4.4 If We decide that We will accept the Order and provide a Quotation, We will inform You of this.
- 4.5 Before You accept the Quotation, You may request changes to the Order and We will provide a revised Quotation showing the requested changes. You must accept all amendments made to the Quotation.
- 4.6 You may accept a Quotation by signing and dating it, or by email, e.g. 21 calendar days after the date of issue of the Quotation or, where applicable, a revised Quotation, by sending it to Us within <<insert period, e.g. 21 calendar days>> of the date of issue of the Quotation or, where applicable, a revised Quotation.
- 4.7 If You wish to make changes to the Order after accepting the Quotation, please contact Us. We will consider whether or not the change/s can be accommodated. We will inform You of the result and We will provide a revised Quotation where We decide that We can accommodate the change/s. You may then accept that

revisi
4.8 When the r blank copy the A and n betw the B Us the accepted Quotation or, where applicable, you have paid the Deposit, We will complete any accordance with the accepted Quotation, attach a ted Quotation to the Agreement, sign and date to You. If You then sign and date the Agreement have paid the Deposit, a legally binding contract that time come into effect requiring Us to provide You to pay for them.

4.9 The Order You c Us at ance of an Order or Quotation or any revised r Us shall not have any legally binding effect on Agreement is signed and dated by both You and posit.

5. Deposit

5.1 At the calen spec Depo will n Quotation or not more than <<insert period e.g. 7 depending on the nature of the work and any in advance, We may require You to pay Us a <<insert sum e.g. 25% of the Quoted Fee>>. We for You to sign until the Deposit is paid in full.

5.2 If Yo as se vices, We may retain some or all of the Deposit nd 15.

6. Fees and

6.1 The C the P ne price payable for the Building Services and for e are required.

6.2 We v Prodi Prodi any i and v ossible use only the Products (and quantities of ation and the Agreement; however, if additional ll adjust the Final Fee to reflect this. We will keep y minimum, will keep You informed at all times, our [written] agreement.

6.3 If the the p will in not w notice applic vices that We need to procure increases during eptance of the Quotation and the Start Date, We e and of any difference in the Final Fee. If You do se, You may cancel the Agreement by giving Us a full refund of all sums paid including, where

6.4 The C rate must l Fee are inclusive of any VAT chargeable. If the es, We will adjust the amount of VAT that You

6.5 We v Building Services have been completed.

6.6 You recei thin <<insert period e.g. 30 calendar days>> of

6.7 We a ods of payment:

6.7.1 redit/debit card>>;

6.7.2 ash>>;

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6.8 If You do not pay a
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7. Building Services

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7.9 Subject to the provi

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<<percentage>>% above the base rate
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e an invoice in good faith, We will
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will carry out a full inspection of the
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accordance with the specification set
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or similar documents in advance
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re that the Products We use match
throughout the Property (or relevant
variations to the same Products as
s, catalogues and other materials,
of minor technical changes which
question. Product packaging may
due to non-availability, We will not
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f You do not wish to accept the
agreement and receive a full refund
the Deposit.

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8. Faulty Products

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result of Our provision of the Building Services, we will not be liable for any damage that occurs at no additional cost to You, provided that You have followed the instructions as reasonably possible. [We may instruct You to protect the Property while We are carrying out the Building Services, but not limited to the removal of valuable and/or delicate furniture, from the areas where work is to be carried out that is part of the Building Services, are suitably covered for the carrying out of the Building Services.]

other than valuable and/or delicate furniture to be removed, we will instruct You to remove it pursuant to sub-Clause 7.9] and the areas where work is to be carried out that is part of the Building Services, are suitably covered for the carrying out of the Building Services.

We will comply with all relevant codes of practice.

We will remove all waste that results from Our provision of the Building Services.

and following completion of the carrying out of the Building Services, we will arrange for the inspections to be carried out.

The duration of the Building Services is to last for more than one year, we will reasonably possible leave the Property in a clean and tidy condition, with any disruption to Your use and enjoyment of the Property to a minimum. We will wherever possible store materials only in the areas where work is being carried out and remove them from the Property at the end of each day.

After the Building Services are completed, We will work with You to produce a snag list or defects in Our work which we need to put right. We will not be responsible for any damage to the Property or the work of third-party contractors over whom we have no control.

If an defect is found in the course of Us providing the Building Services, or if a defect with one or more of those Products or if the Product has been incorrectly described, You should inform Us as soon as possible. We will, at Our option, repair or replace the Product or provide a full refund, as set out above in Clause 3.

Within 30 days after completion of the Building Services, You are entitled to a full refund, to keep the Product(s) at a reduced price, or to a replacement.

After 30 days, and for the first six months after completion of the Building Services, we will, at Our option, repair or replace any defective Product or provide a full refund, if a replacement is not practicable or possible, or if a repair is not successful, You are entitled to a full refund. If the Product(s) is/are not replaced or repaired, we will refund the Product(s) at a reduced price. This right may be excluded if the defect has been caused deliberately or as a result of Your failure to follow instructions given by Us or if the defect is caused by the Product.

After completion of the Building Services, if any Product is found to be defective, You must prove that the Product in question was

faulty at the time V
entitled to a repair
depending upon the
expected to last.

took ownership of it. You may be
partial refund for up to six years
and how long it can reasonably be

9. Problems with Our Services

9.1 If there is a problem
been provided with
repeat or fix the B
possible.

Building Services, i.e. they have not
skill, You are entitled to ask Us to
get a price reduction if this is not

9.2 We always use rea
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We will use reason
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that Our provision of the Building
is a problem with the Building
as soon as is reasonably possible.
problems with the Building Services
practical.

9.3 We will not charge
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determine that a
information or actio
remedial work.

ems under this Clause 9 where the
where nobody is at fault]. If We
used by incorrect or incomplete
by You, We may charge You for

9.4 As a Consumer, Yo
goods or services
exercising them, it
Advice Bureau or T

ts with respect to the purchase of
our legal rights and guidance on
You contact your local Citizens

9.5 If We do not perform
and care, You have
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have the right to a r

ding Services with reasonable skill
best performance or, if that is not
without inconvenience to You, You

9.6 If the Building Servi
provided about ther
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inconvenience to Y
does not relate to
right to a reduction

line with information that We have
right to request repeat performance
within a reasonable time without
concerns information about Us that
(Building Services), You have the

9.7 If for any reason
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Services and, when
a full or partial refu
(and in any event v
agree that You are
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repeat the Building Services in
not charge You for doing so and We
in cases where a price reduction
full fees payable for the Building
the payment(s) to Us, may result in
will be issued without undue delay
starting on the date on which We
and made via the same payment
request an alternative method.

10. Your Obligations

10.1 If any consents, li
parties such as land
must obtain them b

sions are needed from any third
es, local authorities or similar, You
the Building Services.

- 10.2 If any Building Services are needed, You must enter into those agreements with Us to provide the Building Services.
- 10.3 You must provide Us with access to the Property at the Agreed Times to provide the Building Services.
- 10.4 You must provide Us with a set of keys to the Property or be present at the Property at the Agreed Times. We promise that all keys will be kept safely and securely.
- 10.5 You must provide Us with access to electrical outlets and a supply of hot water.
- 10.6 [You must ensure that the areas in which We are to work are kept clear of furniture and other items and out of use for the duration of the Building Services, otherwise.]
- 10.7 If You are working in the areas in which We are working or are to work at any time during the duration of the Building Services You must observe all relevant rules and must comply with any additional instructions.
- 10.8 Unless the completion of building work forms an agreed part of the Building Services, You will be responsible for any redecoration required.
- 10.9 If You prevent Us from having necessary access to the Property or make it impossible for Us to provide the Building Services by failing to comply with any of the provisions of clause 10, and do not have a good reason for this, We may charge You with additional charges incurred as a result.

11. Complaints

- 11.1 We are committed to feedback from Our customers and, while We always use feedback to improve Our services, we ensure that Your experience as a customer of Us is always a positive one. We nevertheless want to hear from You if You have any comments or concerns.
- 11.2 All complaints must be made in accordance with Our complaints handling policy available at <<insert location(s)>>.
- 11.3 If You have a complaint about any aspect of Your dealings with Us, please contact Us by one of the following ways:
- 11.3.1 By post to <<insert name and/or position and/or full postal address>>;]
- 11.3.2 By email to <<insert name and/or position and/or full email address>>;]
- 11.3.3 By telephone to <<insert telephone number>> form, following the instructions included with the form.
- 11.3.4 By text message to <<insert telephone number>> [and choosing option 1 when prompted.]]

12. Changing the Agreement

- 12.1 If You wish to change the start Date:

- 12.1.1 We will when We agree a revised Start Date with You;
- 12.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the contract (see clause 15).
- 12.2 If We ask You to change the Start Date, You may either:
- 12.2.1 agree a revised Start Date with Us;
- 12.2.2 terminate the contract (see clause 15).
- 13. Cancellation of Contract and Cooling Off Period**
- 13.1 Where the Agreement is made at Your premises, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed.
- 13.1.1 in relation to Products not yet delivered, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the cooling off period begins on the day that You receive the first instalment and
- 13.1.2 in relation to Products already delivered, at the end of 14 calendar days after the date on which You received the last instalment.
- 13.2 If You wish to cancel the contract during the cooling off period, You should inform Us immediately (e.g. a letter sent by post or email to the postal address specified in these Terms and Conditions). You must use the Cancellation Form, but You do not have to.
- 13.3 To meet the cancellation period, it is sufficient for You to send Your communication commencing the cancellation period by the end of the right to cancel before the end of the cooling off period.
- 13.4 If You exercise this right, You will receive a full refund of any amount paid to Us in respect of the Products.
- 13.5 We will refund money by the same method used to make the payment, unless You have exercised your right to cancel before the end of the cooling off period. In any case, You will not incur any fees as a result of exercising your right to cancel.
- 13.6 We will process the refund without undue delay and, in any event, within 14 calendar days of the day on which We are notified of the cancellation.
- 13.7 If You exercise the right to cancel, You must return the Products to Us:
- 13.7.1 We will issue a full refund of the price of any event not yet started and any Products (and delivery charges if You send the Products to Us) within 14 calendar days of the day on which You notify Us of the cancellation;
- 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You notify Us of the cancellation;
- 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

- 13.7. Products that become inseparably mixed with
ned.
- 13.8. If the cooling off period, You must make an express
request to Building Services to begin within the 14 calendar
day. Your request forms a normal part of the ordering
process and a request You acknowledge and agree to the
following:
- 13.8.1. If the services are completed within the 14-calendar day
You will lose the right to cancel once the Building
is completed;
- 13.8.2. If the services are not completed within the 14-calendar day,
You are required to pay for the Building Services and
the services will not be returned to Us supplied up until the point
of Your wish to cancel;
- 13.8.3. If the services are not completed within the 14-calendar day,
the refund will be calculated in proportion to the full price of the
services and the actual Building Services already provided.
The amount already been paid for the Building Services will be
refunded in full and any other sums paid as soon as is
reasonably possible, and in any event within 14 calendar days of
Your wish to cancel;
- 13.8.4. If the services are not completed within the 14-calendar day,
We will refund within <<insert normal refund period>> and
in any event within 14 calendar days after You inform Us of Your
wish to cancel;
- 13.9. Cancellation of the Agreement after the 14-calendar
day of completion of the services.

14. Cancellation of the Agreement after the Cooling Off Period

- 14.1. In accordance with Clause 13 relating to the cooling off period, the
cancellation of the Agreement after the cooling off
period (if relevant):
- 14.1.1. If the services are not completed after the 14 calendar day cooling
off period (or where it does not apply) and more than <<insert normal
refund period>> before the Start Date, We will refund the
Deposit, and any other sums paid as soon as is
reasonably possible, and in any event within 14 calendar days of
Your wish to cancel;
- 14.1.2. If the services are not completed after the 14 calendar day cooling
off period (or where it does not apply) and less than <<e.g.
14 calendar days>> before the Start Date, We will retain from the
Deposit a sum to cover any net financial loss that We
suffer as a result of the cancellation. We will refund the balance of the Deposit
as soon as is reasonably possible, and in any event within 14
calendar days of the cancellation. If Our net financial loss is more than the
Deposit (and/or if no Deposit has been paid), We will
require You to make payment of the shortfall and You will be required to make payment
in accordance with Clause 6.
- 14.2. We reserve the right to cancel the Agreement before the Start Date due to the
unavailability of personnel or materials, or due to the occurrence of
circumstances beyond our reasonable control. If such cancellation is necessary,
We will refund the Deposit, and any other sums paid as soon as is reasonably
possible, and in any event within 14 calendar days of the cancellation.

possible, and in any event, within the number of days of termination.

15. Termination

- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
- 15.1.1 We have breached the Agreement in any material way and have failed to remedy the breach within the period of <<insert period>> of You asking Us in writing to do so;
 - 15.1.2 We enter into liquidation, administration or a receiver or administrator or receiver appointed over Our assets;
 - 15.1.3 You and We agree a revised Start Date or You elect to terminate the Agreement under Clause 12;
 - 15.1.4 We are unable to provide the Building Services due to an event outside of Our control (see Clause 17).
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to remedy the breach as required under Clause 6 (this includes the obligation to pay interest on overdue sums under sub-Clause 6.2);
 - 15.2.2 You have breached the Agreement in any material way and have failed to remedy the breach within the period of <<insert period>> of Us asking You in writing to do so;
 - 15.2.3 You and We agree a revised Start Date under Clause 2;
 - 15.2.4 You do not provide the Building Services to the Property or otherwise make it impossible for Us to provide the Building Services, and We have been unable to compel You to do so under Clause 10.9;
 - 15.2.5 We have been unable to provide the Building Services for more than <<insert period>> due to an event outside of 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 trivial in its consequences to the terminating Party. If a breach is material no regard will be had to whether the breach was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination of the Agreement:
- 15.4.1 You have made a refund of the Deposit, where the Deposit was provided, then, as soon as is reasonably possible, and within the period of <<insert period>> of notice. We may retain a reasonable proportion of the Deposit to cover the costs of your breaching the Agreement under sub-Clauses 15.2.1, 15.2.2, 15.2.4 or 15.2.5.
 - 15.4.2 We will refund to You (including, but not limited to, the costs of the Building Services We have not yet provided to You as soon as is reasonably possible, and within the period of <<insert period>> of the termination of the Agreement) the amount of any such a refund (or charge You) to You for the Building Services provided to You at the costs We will incur as a result of the termination of the Agreement under sub-Clauses 15.2.1, 15.2.2, 15.2.4 or 15.2.5.

- 15.4. If the Building Services that You have not yet paid for, the [redacted] are excluded from any refund due to You or, if no refund is due, You will be required to pay for those sums and You will be required to [redacted] in accordance with Clause 6.
- 16. Effects of termination**
- 16.1 If the Agreement is terminated for any reason:
- 16.1.1 The termination, whether expressly or by their nature, relate to the [redacted] of the Agreement will remain in [redacted] of the Agreement.
- 16.1.2 [redacted] remove or reduce any right to damages or other [redacted] You or We may have in respect of any breach of [redacted] exist at or before the date of termination.
- 17. Events of Force Majeure**
- 17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms in circumstances where the failure or delay results from any event outside of Our reasonable control ("Force Majeure"). Such Force Majeure events are not limited to: power failure, internet service outages or other industrial action by third parties, riots, strikes, fire, explosion, flood, storms, earthquakes, terrorism (threatened or actual), acts of war (declared, threatened or preparations for war), epidemic, pandemic, or other similar or dissimilar event that is beyond Our control.
- 17.2 If any event described under this Clause 17 occurs that is likely to affect the performance of any of Our obligations under these Terms:
- 17.2.1 We will act as soon as is reasonably possible;
- 17.2.2 The Agreement will be suspended and any time period for performance of the Agreement will be extended accordingly;
- 17.2.3 When the event outside of Our control is over and the [redacted] new dates, times or availability of Building Services [redacted];
- 17.2.4 You will be required to re-terminate the Agreement (see Clause 15).
- 18. Liability**
- 18.1 We will not be liable for any foreseeable loss or damage that You may suffer as a result of these Terms and Conditions or as a result of Our negligence or if it is contemplated by You and Us when entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 18.2 We will maintain and valid insurance including public liability

- 18.3 We provide Building Services for your business and private purposes only. We make no warranty that the Building Services are fit for commercial, business or industrial purposes. We will not be liable to You for any loss of profit, loss of business or for any loss of business opportunity.
- 18.4 If We cause any damage to Your property by anything in it, We will make good that damage at no cost to You. We are not responsible for any pre-existing faults or damage to Your property that We may discover while providing the Building Services.
- 18.5 [Our total liability for damage caused as a result of Our negligence or breach of these Terms and Conditions by Us is limited to £<<insert sum>>.]
- 18.6 We are not liable for any damage You suffer which results from Your failure to follow any instructions given by Us.
- 18.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud.
- 18.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under consumer protection legislation. For more details of Your legal rights, contact your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Personal Data (see also Section 1)

We will only use Your personal data in accordance with Our <<insert document name, e.g. Privacy Notice>> available at <<insert URL>>.

20. Other Important Terms

- 20.1 We may from time to time amend Our Terms and Conditions without giving You notice, but We will endeavour to inform You as soon as is reasonably possible.
- 20.2 We may transfer (assign) all or part of Our rights under the Agreement to a third party (this may occur if We sell Our business). If this occurs, We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will then be bound by the Agreement.
- 20.3 You may not transfer (assign) all or part of 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 no person or third party other than You will be entitled to enforce any provision of the Agreement.
- 20.5 If any provision of the Agreement is held by any competent authority to be invalid, unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of any provision in question will not be affected.
- 20.6 No failure or delay in performance by Us of any rights under the Agreement

mean
breach
any s

waived that right, and no waiver by Us or You of a
the Agreement means that We or You will waive
same or any other provision.

21. Regulation

21.1 We a
Addit
given
with
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inform
contr

Consumer Contracts (Information, Cancellation and
ons 2013 to ensure that certain information is
You as a Consumer before We make Our contract
e accepted the Quotation and the Agreement has
that information is already apparent from the
e have included the information itself either in the
You to see, or We will make it available to You
otation and sign the Agreement. All of that
by the Regulations, be part of the terms of Our
mer.

21.2 As re

s:

21.2.

described in sub-Clause 21.1; and

21.2.

n which We give to You about the Building
s or Our business which you take into account
ept the Quotation and sign the Agreement, or
r decision about the Building Services,

will b

our contract with You as a Consumer.

22. Law and

22.1 Thes
You
const
[Scot

s, the Agreement, and the relationship between
actual or otherwise) shall be governed by and
the law of [England & Wales] [Northern Ireland]

22.2 As a
Your
reduc

efit from any mandatory provisions of the law in
othing in Sub-Clause 22.1 above takes away or
umer to rely on those provisions.

22.3 Any
to th
You
jurisc
deter

ceedings or claim between You and Us relating
ns, the Agreement, or the relationship between
ractual or otherwise) shall be subject to the
ngland, Wales, Scotland, or Northern Ireland, as
7.

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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 building 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 Building Services").
- (3) The Trader agrees to provide the Building Services to the Customer, subject to the attached Terms and Conditions of Sale and the Building 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 charges for the Building Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Building Services including taxes or, if the Price cannot be ascertained, the manner in which it will be calculated;
- 1.4.4 The arrangements for the performance and the time by which (or within which) the Building Services will be provided;
- 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 Consumer Contracts (Information, Cancellation and
Addit ons 2013:
- 1.5.1 described in Clause 1.4; and
- 1.5.2 n which We give to You about the Building
which You take into account when entering into
en making any other decision about the Building
- will b r contract with You as a Consumer.
2. **The Bu**
- 2.1 We v
- 2.1.1 Building Services on the Start Date of <<insert
- 2.1.2 ilding 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
.2
- 2.2 The building Services is [as follows: <<insert full
provided>>] **OR** [attached].
- 2.3 The y are [as follows: <<insert full description of
R [listed in the attached specification].
- 2.4 You a ting to vary the specification from time to time.
3. **Fees an**
- 3.1 You e of £<<insert sum>> for the Building Services
(subj t in the Terms and Conditions). This sum may be
broke
- 3.1.1 of all sums payable>> [and
- 3.1.2 <<insert amount>>]
- 3.2 <<Ins ms due (if any) as detailed in the Quotation>>.
4. **Waiver**
- 4.1 By s You request Us to commence provision of the
Build y and not to wait for the 14-calendar day cooling
off pe e 13 of the Terms and Conditions to expire.
- 4.2 You exercise the right to cancel You will be liable to

pay Us for the Building Services until the point at which You inform Us of Your intention to cancel if the Building Services are fully performed.

4.3 You acknowledge that You may not be able to cancel if the Building Services are fully performed.

SIGNED for and on behalf of the Trust:
<<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 insure
address>>

graphical address and, where available, email

I/We (delete as appropriate)
my/our (delete as appropriate)

notice that I/we (delete as appropriate) cancel
building services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date:

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