BUILDER

NS (B2C)

BACKGROUND:

These Terms and Conditions are services by <<Insert Company or building services to be provided a you understand and agree to them

These Terms and Conditions app the Consumer Rights Act 2015.

1. Definitions and Interest

1.1 In these Terms an following expression

n apply to the provision of building Trader") to customers who require ad them carefully and ensure that ns, please contact us.

ner is a "Consumer" as defined by

e context otherwise requires, the anings:

'Agreed Times"

"Agreement"

"Building Services"

"Business"

"Consumer"

"Deposit"

"Final Fee"

"Model Cancellation Form"

"Order"

"Products"

You and We agree for Us to have to carry out and complete the pecified in the Agreement];

which You and We will enter if on. The Agreement will oject to, these Terms and ard form of Agreement is attached

vices We will provide as specified

ade, craft or profession carried on rson or organisation;

s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who ces for their personal use and for nly outside the purposes of any

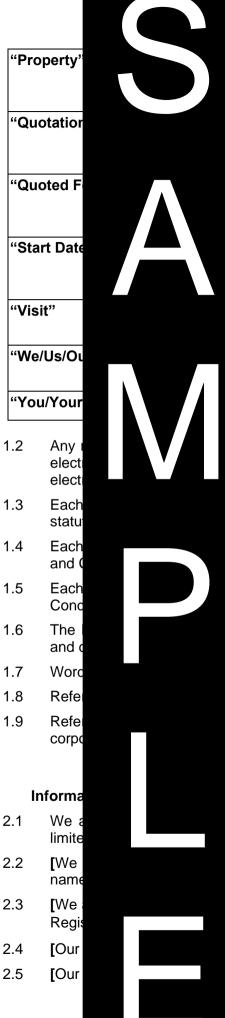
may be required to pay Us in 5:

ums You must pay which will be sued in accordance with Clause 6 nditions.

ellation form attached as

est for Us to provide the Building

quired for the provision of the n We will supply (if any) as nent;



our home, as detailed in the Order and the ent, at which the Building Services are to take luding the site/s where work is to be carried out:

he quotation We give to You in accordance with detailing the services We will provide to You fees We will charge;

he fee set out in the Quotation which may according to the actual work undertaken as set ause 6 of these Terms and Conditions:

ne date You and We agree on for Us to start the Building Services as specified in the ent;

ny occasion, scheduled or otherwise, on which the Property to provide the Building Services:

ne Trader and includes all employees, agents contractors of the Trader:

Consumer who is a customer of the Trader.

d any similar expression, includes a reference to ent by e-mail [or] [text message,] or other

or provision of a statute is a reference to that ed or re-enacted at the relevant time.

ns and Conditions" is a reference to these Terms

is a reference to a schedule to these Terms and

Terms and Conditions are for convenience only ation of these Terms and Conditions.

number will include the plural and vice versa.

include any other gender.

less the context otherwise requires, include

2.

type, e.g. sole trader, partnership, LLP, private

insert trading name if different from company

try of Registration>> under number <<Company

Registered Office>>.1

insert address if different from registered office

or if no registered o

- 2.6 [Our VAT number is
- [We are registered We will ensure tha way.]
- 2.8 [We are regulated b
- 2.9 [We are a member
- 2.10 [<<Insert further info

3. Communication and

- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughou writing You may use
 - 3.2.1 contact Us b
 - 3.2.2 contact Us b

4. Orders

- 4.1 We accept orders to internet etc.>>.
- 4.2 When placing an C required. Details re number and type o required. [We will prequired information]
- 4.3 Once the Order is of and send it to You of the required Deposit
- 4.4 If We decide that W will inform You of th
- 4.5 Before You accept may request change requested changes all amendments ma
- 4.6 You may accept a signing and dating e.g. 21 calendar d applicable, a revise
- 4.7 If You wish to make please contact Us accommodated. We result and We will paccommodate the

.1

uthorised self-certification scheme. /e use are also registered in this

ılator(s)>>.]

ociation(s) etc.>>.]

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various nditions). When contacting Us in

address>>; or

rt name>>, <<insert address>>.

<<insert methods e.g. telephone,

It, in detail, the Building Services ion and size of the Property, the required and the type(s) of work er form containing prompts for all set out in the Agreement.]

o Us, We will prepare a Quotation ss post. The Quotation will set out see Clauses 5 and 6).

rder and provide a Quotation, We

make changes to the Order and nending the Quotation to show the e Quotation to incorporate any or

plicable, a revised Quotation, by ng it to Us within <<insert period, e issue the Quotation or, where

rder after accepting the Quotation, ether or not the change/s can be nanges to the fees payable as a on where We decide that We can ested. You may then accept that

revise

4.8 When the reblank copy the A and rebetwee the B

4.9 The Orde You of Us an

Us the accepted Quotation or, where applicable, bu have paid the Deposit, We will complete any ccordance with the accepted Quotation, attach a ted Quotation to the Agreement, sign and date o You. If You then sign and date the Agreement have paid the Deposit, a legally binding contract hat time come into effect requiring Us to provide You to pay for them.

ance of an Order or Quotation or any revised Us shall not have any legally binding effect on Agreement is signed and dated by both You and bosit.

Deposit

5.1 At the caler speci Depo will n

5.2 If You as se

uotation 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.

rvices, We may retain some or all of the Deposit nd 15.

6. **Fees ar**

- 6.1 The (
- 6.2 We very Production Production and very and very series of the control of the
- 6.3 If the the p will in not w notice applications.
- 6.4 The contracted must
- 6.5 We v
- 6.6 You recei
- 6.7 We a
 - 6.7.1
 - 6.7.2

he price payable for the Building Services and for are required.

ssible use only the Products (and quantities of ation and the Agreement; however, if additional I adjust the Final Fee to reflect this. We will keep / minimum, will keep You informed at all times, our [written] agreement.

vices that We need to procure increases during eptance of the Quotation and the Start Date, We 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

I Fee are inclusive of any VAT chargeable. If the es, We will adjust the amount of VAT that You

Building Services have been completed.

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

ods of payment:

redit/debit card>>;

ash>>:

6.7.3 <<insert met

6.7.4 <<insert other

6.8 If You do not pay a the overdue sum at of <<insert name of Interest will accrue payment, whether be

6.9 If You have prompt not charge interest

7. Building Services

- 7.1 Before We start the Property to check t practical and can be
- 7.2 We will provide the out in the accepted agreement between
- 7.3 We may provide sk of the carrying out illustrative purposes of the Building Serv
- 7.4 We will use reasonathose chosen by Yoparts of the Propert a result of different and the Products the will not impact you also vary. If differer supply them with commencement of alternative Products of all sums paid incl
- 7.5 The responsibility remains with Us ur pass to You. You w for them.
- 7.6 We will ensure that a satisfactory condi
- 7.7 We will ensure that and skill and to a practice.
- 7.8 We will notify You in Property outside of advise You in advantant and such advised will carry out that fu
- 7.9 Subject to the provi

>.

e, We may charge You interest on centage>>% above the base rate me until payment is made in full. e due date until the actual date of

e an invoice in good faith, We will agoing.

rill carry out a full inspection of the are appropriate for the Property,

ordance with the specification set reement (as may be amended by time).

or similar documents in advance Any such material is intended for d to provide an exact specification ecific results.

that the Products We use match roughout 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 you first, in advance of the f You do not wish to accept the greement and receive a full refund the Deposit.

as the "risk") for the Products ered to You at which point it will We have received payment in full

any relevant standards and are in

e performed with reasonable care nich is consistent with best trade

will be doing is likely to affect the is to be carried out and We will You are likely to have to carry out rry out at Your expense. If further of the advice we gave You, We ir expense.

We will ensure that no parts of the

Prop expe Build delica wher a res We v remo 7.91 aare n and p We v Build If any Build Whei worki Prop possi carrie worki Befor a sna right We h

and

take

We

and

any

7.10

7.11

7.12

7.13

7.14

7.15

result of Our provision of the Building Services e good any damage that occurs at no additional s reasonably possible. [We may instruct You to tect the Property while We are carrying out the ut not limited to the removal of valuable and/or uable and/or delicate furniture, from the areas rill not be liable for any damage which occurs as w such instructions.

bther than valuable and/or delicate furniture to be nstruct You to remove it pursuant to sub-Clause the areas where work is to be carried out that art of the Building Services, are suitably covered of the carrying out of the Building Services.

y with all relevant codes of practice.

all waste that results from Our provision of the

d following completion of the carrying out of the ange for the inspections to be carried out.

e Building Services is to last for more than one easonably possible leave the Property in a clean any disruption to Your use and enjoyment of the ervices are being carried out. We will wherever naterials only in the areas where work is being e them from the Property at the end of each

are completed, We will work with You to produce Its or defects in Our work which we need to put Building Services. We will not be responsible for h the work of third-party contractors over whom

8. Faulty F

> 8.1 If an Servi the F Us us

8.2 Withi are redud

8.3 After of the Prod repai Alteri not a negli Us or

8.4 After Prod d in the course of Us providing the Building defect with one or more of those Products or if been incorrectly described, You should inform bove in Clause 3.

ys after completion of the Building Services, You to a full refund, to keep the Product(s) at a r replacement.

ays, and for the first six months after completion vill, at Our option, repair or replace any defective blacement is not practicable or possible, or if a successful, You are entitled to a full refund. he Product(s) at a reduced price. This right may hat the defect has been caused deliberately or sult of Your failure to follow instructions given by

ter completion of the Building Services, if any u 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 S

- 9.1 If there is a problen been provided with repeat or fix the B possible.
- 9.2 We always use real Services is trouble Services We reque We will use reason as quickly as is reasonate.
- 9.3 We will not charge in problems have been determine that a information or action remedial work.
- 9.4 As a Consumer, You goods or services, exercising them, it Advice Bureau or T
- 9.5 If We do not perform and care, You have possible or done with have the right to a r
- 9.6 If the Building Servi provided about ther or, if that is not inconvenience to Y does not relate to right to a reduction in the substitution of the substitution in the substitution in
- 9.7 If for any reason accordance with Yo will bear any and applies, this may k Services and, wher a full or partial refu (and in any event v agree that You are method originally us

10. Your Obligations

10.1 If any consents, lice parties such as land must obtain them be

uilding Services, i.e. they have not kill, You are entitled to ask Us to let a price reduction if this is not

that Our provision of the Building is a problem with the Building soon as is reasonably possible. oblems with the Building Services ctical.

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

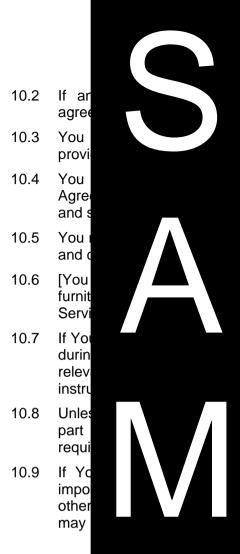
ts with respect to the purchase of ur legal rights and guidance on You contact your local Citizens

ling Services with reasonable skill beat performance or, if that is not vithout inconvenience to You, You

line with information that We have the request repeat performance thin a reasonable time without neerns information about Us that Building Services), You have the

repeat the Building Services in of charge You for doing so and We not cases where a price reduction full fees payable for the Building le payment(s) to Us, may result in full be issued without undue delay starting on the date on which We and made via the same payment equest an alternative method.

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



nts are needed, You must enter into those oprovide the Building Services.

n access the Property at the Agreed Times to

et of keys to the Property or be present at the ess. We promise that all keys will be kept safely

e access to electrical outlets and a supply of hot

reas in which We are to work are kept clear of dout of use for the duration of the Building erwise.]

which We are working or are to work at any time out the Building Services You must observe all rules and must comply with any additional

completion of building work forms an agreed, You will be responsible for any redecoration

necessary access to the Property or make it ne Building Services by failing to comply with any 10, and do not have a good reason for this, We ional charges incurred as a result.

11. Compla

- 11.1 We a all re Ours any o
- 11.2 All co and p
- 11.3 If Yo conta
 - 11.3.
 - 11.3.
 - 11.3.
 - 11.3.

k from Our customers and, while We always use ensure that Your experience as a customer of evertheless want to hear from You if You have

accordance with Our complaints handling policy <<insert location(s)>>.

ut any aspect of Your dealings with Us, please ring ways:

d to <<insert name and/or position and/or taddress>>;]

d to <<insert name and/or position and/or t email address>>;]

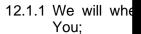
form, following the instructions included with the

sert telephone number>> [and choosing option en prompted.]]

12. Changi

12.1 If You

tart Date:



- 12.1.2 If it is not po terminate the
- 12.2 If We ask You to ch
 - 12.2.1 agree a revis
 - 12.2.2 terminate the

13. Cancellation of Contr

- 13.1 Where the Agreem right to a "cooling or You and Us is form
 - 13.1.1 in relation to after the dat delivered in that You rec
 - 13.1.2 in relation to the date on v
- 13.2 If You wish to canc inform Us immediat to the postal add Conditions). You m to.
- 13.3 To meet the cand communication cor cancellation period
- 13.4 If You exercise this paid to Us in respec
- 13.5 We will refund mor unless You have ex any fees as a result
- 13.6 We will process the undue delay and, ir day on which We ar
- 13.7 If You exercise the
 - 13.7.1 We will issu any event no Products (and Products to
 - 13.7.2 You must re on which Yo
 - 13.7.3 We may may Products su You;

agree a revised Start Date with

Start Date either You or We may 15).

may either:

15).

Off Period

premises", You have a statutory pegins once the contract between

, at the end of 14 calendar days are delivered. If the Products are ndar day period begins on the day and

the end of 14 calendar days after led.

the cooling off period, You should (e.g. a letter sent by post or email specified in these Terms and llation Form, but You do not have

sufficient for You to send Your f the right to cancel before the

eceive a full refund of any amount

thod used to make the payment, e. In any case, You will not incur

a result of a cancellation without riod of 14 calendar days after the ation.

to Products:

ert normal refund period>> and in days after We receive the relevant delivery charges if You send the

within 14 calendar days of the day not be cancel and return them;

e refund for loss in value of any result of unnecessary handling by

13.7. 13.8 If the reque day proce follov 13.8. 13.8. 13.8. 13.8. 13.9 Claus day d 14. Cancell 14.1 In ac follov perio 14.1. 14.1.

Products that become inseparably mixed with

e cooling off period, You must make an express uilding Services to begin within the 14 calendar request forms a normal part of the ordering request You acknowledge and agree to the

es are completed within the 14-calendar day u will lose the right to cancel once the Building d:

eement after provision of the Building Services e required to pay for the Building Services and not be returned to Us supplied up until the point of Your wish to cancel;

e calculated in proportion to the full price of the the actual Building Services already provided. ready been paid for the Building Services will be eductions calculated on this basis:

fund within <<insert normal refund period>> and an 14 calendar days after You inform Us of Your

nination of the Agreement after the 14-calendar bsed.

oling Off Period

Clause 13 relating to the cooling off period, the mination of the Agreement after the cooling off ate (if relevant):

ding Services after the 14 calendar day cooling d (or where it does not apply) and more than rs>> before the Start Date, We will refund the financiary, and any other sums paid as soon as is and in any event within 14 calendar days of

ding Services after the 14 calendar day cooling (or where it does not apply) and less than <<e.g. efore 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.

he Agreement before the Start Date due to the sonnel or materials, or due to the occurrence of pnable control. If such cancellation is necessary, as is reasonably possible. We will refund the ny other sums paid as soon as is reasonably

14.2 We r unav an ev We v Depo

© Simply-Docs - TR.TC.14 - Bu

possible, and in any

d in any

r days of termination.

15. **Termination**

- 15.1 You may terminate Us written notice if:
 - 15.1.1 We have bre to remedy t writing to do
 - 15.1.2 We enter int over Our as:
 - 15.1.3 You and We elect to term
 - 15.1.4 We are unab
- 15.2 We may terminate notice if:
 - 15.2.1 You fail to n does not aff sub-Clause
 - 15.2.2 You have br to remedy t writing to do
 - 15.2.3 You and We Clause 2;
 - 15.2.4 You do not primpossible for unable to conclude to Clause 10.9
 - 15.2.5 We have be <<insert per Clause 17).
- 15.3 For the purposes considered 'materia terminating Party. I will be had to whe misunderstanding.
- 15.4 If at the termination
 - 15.4.1 You have m Deposit, who provided, the possible, an notice. We r reasonable of your breaking 15.2.1, 15.2.

ediate effect at any time by giving

any material way and have failed ert period>> of You asking Us in

administrator or receiver appointed

gree a revised Start Date or You er Clause 12:

g Services due to an event outside

ediate effect by giving You written

as required under Clause 6 (this interest on overdue sums under

n any material way and have failed ert period>> of Us asking You in

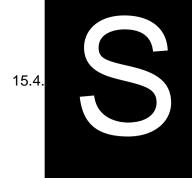
agree a revised Start Date under

the Property or otherwise make it ding Services, and We have been the Building Services under sub-

e Building Services for more than event outside of Our control (see

reach of the Agreement will be trivial in its consequences to the ot a breach is material no regard any accident, mishap, mistake or

(including, but not limited to, the suilding Services We have not yet d to You as soon as is reasonably calendar days of the termination om such a refund (or charge You) costs We will incur as a result of terminate it under sub-Clauses



ding Services that You have not yet paid for, the cted from any refund due to You or, if no refund You for those sums and You will be required to rdance with Clause 6.

16. **Effects**

16.1 If the

16.1.

16.1.

for any reason:

ither expressly or by their nature, relate to the or termination of the Agreement will remain in

move or reduce any right to damages or other ou or We may have in respect of any breach of exist at or before the date of termination.

17. **Events**

We 17.1 unde caus Maje provi riots subs unde or oth Our r

17.2 If any to ad Term

17.2.

17.2.

17.2.

17.2.

(Force Majeure)

failure or delay in performing Our obligations itions where the failure or delay results from any asonable control ("Force Majeure"). Such Force are not limited to: power failure, internet service outs or other industrial action by third parties. fire, explosion, flood, storms, earthquakes, (threatened or actual), acts of war (declared, al or preparations for war), epidemic, pandemic, by other similar or dissimilar event that is beyond

scribed under this Clause 17 occurs that is likely rmance of any of Our obligations under these

soon as is reasonably possible;

the Agreement will be suspended and any time nd by will be extended accordingly;

en the event outside of Our control is over and y new dates, times or availability of Building

ate the Agreement (see Clause 15).

18. Liability

18.1 We suffe of O cons Us w

insur

ny foreseeable loss or damage that You may ch of these Terms and Conditions or as a result damage is foreseeable if it is an obvious r negligence or if it is contemplated by You and ntered into. We will not be responsible for any eseeable.

and valid insurance including public liability

- 18.3 We provide Buildin make no warranty business or industr any loss of profit, to business opportunit
- 18.4 If We cause any da that damage at no a existing faults or da providing the Buildir
- 18.5 [Our total liability for breach of these fixed sumble for the fixed
- 18.6 We are not liable for failure to follow any
- 18.7 Nothing in these Tell Our liability for deat or fraudulent misrer
- 18.8 Nothing in these Terights as a Consur details of Your lega Trading Standards (

19. How We Use Your Pe

We will only use Your pers Privacy Notice>> available

20. Other Important Term

- 20.1 We may from time You notice, but We as is reasonably po
- 20.2 We may transfer (a third party (this ma occurs, We will info be affected and Ou third party who will it
- 20.3 You may not tra Agreement without unreasonably withh
- 20.4 The Agreement is be person or third party enforce any provision
- 20.5 If any provision of any competent auth validity of the oth Conditions and the
- 20.6 No failure or delay

and private purposes only. We e Services are fit for commercial, . We will not be liable to You for tion to business or for any loss of

anything in it, We will make good 'e are not responsible for any preperty that We may discover while

used as a result of Our negligence the Agreement by Us is limited to

ou suffer which results from Your given by Us.

ntended to or will limit or exclude sed by Our negligence or for fraud

ntended to or will limit Your legal r protection legislation. For more ur local Citizens Advice Bureau or

ction)

Dur <<insert document name, e.g. >>.

rms and Conditions without giving endeavours to inform You as soon es.

d rights under the Agreement to a if We sell Our business). If this ights under the Agreement will not greement will be transferred to the

oligations and rights under the hission (such permission not to be

s not intended to benefit any other n person or party will be entitled to

Terms and Conditions is held by enforceable in whole or in part the agreement or these Terms and n in question will not be affected.

g any rights under the Agreement

mear bread any s

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

21. Regulat

21.1 We a Addit given with been conte Agree befor inforr contr

21.2 As re

21.2.

21.2.

will b

sumer Contracts (Information, Cancellation and ons 2013 to ensure that certain information is ou as a Consumer before We make Our contract accepted the Quotation and the Agreement has that information is already apparent from the 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.

s.

escribed in sub-Clause 21.1; and

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

ur contract with You as a Consumer.

22. **Law an**

- 22.1 Thes
 You
 cons
- 22.2 As a Your reduce
- 22.3 Any of to the You juriso deter

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

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.

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

S

THIS AGREE

BETWEEN:

- (1) <<Name of Trader>> [a of number <<Company Register Address>> ("the Total Trader)
- (2) <<Name of Customer>> of

BACKGROUND:

- (1) The Trader provides build skill, knowledge and expert
- (2) The Customer wishes to e ("the Building Services").
- (3) The Trader agrees to provattached Terms and Condi

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement inc
- 1.2 In this Agreement, they have in the Tel
- 1.3 A legally binding co We sign this Agreer
- 1.4 We confirm and Yo You the following apparent from the control of the confirm and You will be confirmed and You will be
 - 1.4.1 The main ch
 - 1.4.2 Our identity
 - 1.4.3 The total pri the Price ca be calculated
 - 1.4.4 The arrange within which
 - 1.4.5 Our complai

day of

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

e Customer")

r customers and has reasonable

vide the services specified below

s to the Customer, subject to the s Agreement.

erms and Conditions.

etters have the same meaning as

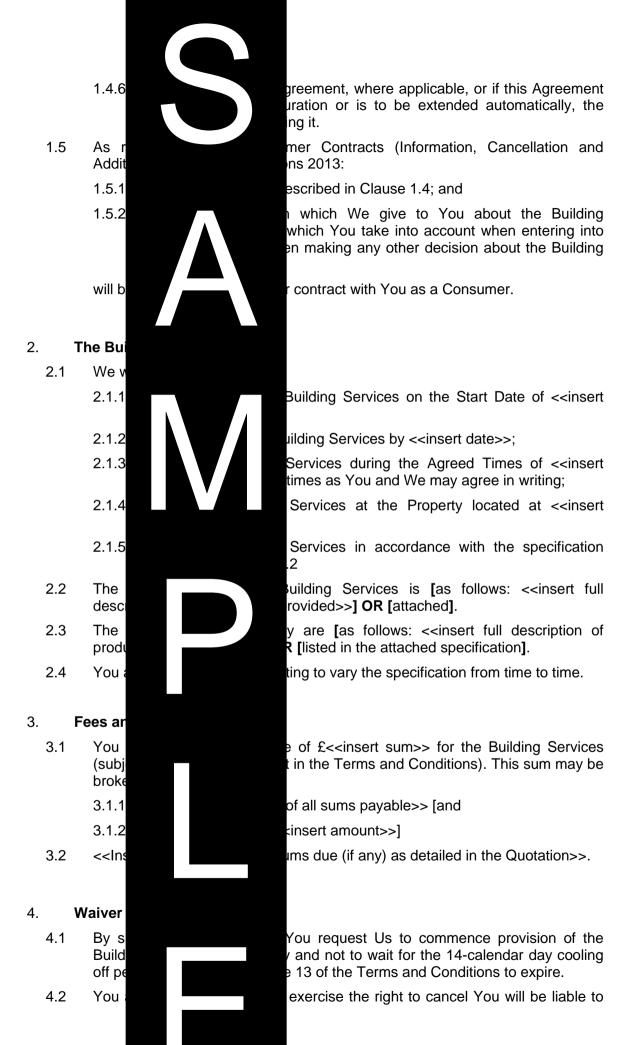
Us will be created when You and

have given or made available to here such information is already

ng Services;

ing Services including taxes or, if vance, the manner in which it will

ormance and the time by which (or methods) the Building Services;



pay Us for the Bu inform Us of Your or Conditions.

4.3 You acknowledge to are fully performed

up until the point at which You ut in Clause 13 of the Terms and

t to cancel if the Building Services by cooling off period.

SIGNED for and on behalf of the T <<Name and Title of person signing

Authorised Signature

Date: _____

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

Signature

Date: _____

EDULE 2 CELLATION FORM

To: <<trader to in: address>>

I/We (delete as ap my/our (delete as a

Name of consumer

Address of consum

Signature of consur

Date:

graphical address and, where available, email

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