

BACKGROUND:

These Terms and Conditions shall be entered into between the name of Plasterer>> or <<Address>> to customers that require their services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

“Agreement”	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
“Agreed Date”	the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Agreed Times”	the time of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Business Day”	any day other than Saturday or Sunday) on which the Parties are open for their full range of services at the location>>;
“Confidential Information”	any information, whether or not confidential, which is disclosed by the other Party pursuant to or in connection with the Agreement (whether orally or in writing, and whether or not the information is stated to be confidential or confidential);
“Customer”	any person or entity that requires the Services, subject to the conditions and the Agreement, for the purpose of providing the Services for the purposes of the business of the “consumer” as defined by the Consumer Rights Act 2015;
“Final Fee”	the final fee payable which shall be payable in accordance with Clause 4 of the Agreement;
“Job”	the provision in full of all of the Services;
“Order”	the initial request to acquire the Services from the Plasterer as described in Clause 2 of the Agreement;
“Products”	the materials required to render the Services which the Plasterer shall procure and supply (unless otherwise stated);

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required. Details of the Property, location and size of the Property, the number and type of Services required, the plasterwork required (e.g. smooth, textured etc.). [The Plasterer shall provide an Order which shall provide prompts for all required information as set out in the Agreement.]

2.3 Once the Order is received, the Customer shall, unless they do not wish to provide a Quotation, submit a Quotation by email or first-class post which shall set out the details of the Services required, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall submit a Quotation to acceptance of the Order. The Quotation shall only have effect if it is accepted by the Plasterer. They are included in the Order or, where a Quotation is not submitted, the Order shall be valid for acceptance within a period of <<number of days>> from the date of the Order, by first-class post. Unless otherwise agreed in writing at any time, the Order shall remain valid for acceptance within the period specified in the Order issued by the Plasterer.

2.5 Notwithstanding the Order or the Customer's acceptance of a Quotation, no binding agreement shall exist or be effective until the Deposit has been paid in full. The Deposit shall come into existence on the date of payment.

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3. Deposit

3.1 At the time of acceptance of the Order, the Customer shall pay a Deposit to the Plasterer. The Deposit shall be <<insert amount>> of the Quoted Fee.

3.2 Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.

4. Fees and Payment

4.1 The Quoted Fee shall be payable for the Services and for the Products required to complete the Job [and for any additional Products required]. The Quoted Fee is further detailed in the Order.

4.2 The Plasterer shall use only the Products specified in the Order (and quantities thereof) and the Agreement; however, the Quoted Fee shall be adjusted to reflect any increase in the cost of the Products necessary minimum.

4.3 In the event that the costs of services to be procured by the Plasterer or the Products increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Plasterer shall be entitled to increase the Quoted Fee of such increase and the Customer shall be liable to pay the increased Quoted Fee.

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not more than <<insert period e.g. 7 days>> thereafter the Customer shall pay a Deposit to the Plasterer. The Deposit shall be <<insert amount>> of the Quoted Fee.

Subject to the provisions of Clause 3.1, the Deposit shall be non-refundable.

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- 4.4 The Customer shall pay the Customer for the Final Fee when the provision of the Services is complete.
- 4.5 All invoices shall be paid within <<insert period e.g. 14 days>> of receipt by the Customer.
- 4.6 Any sum not paid following the expiry of the time period set out in sub-clause 4.5 shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.

5. Services

- 5.1 The Services shall be rendered in accordance with the specification set out in the attached Schedule of Work (the "Schedule") and the Agreement (as may be amended by mutual agreement).
- 5.2 The Customer shall provide sketches, impressions or similar documents in advance of the Services. Such material is intended for illustrative purposes only and shall not constitute an exact specification of the Job nor to guarantee the quality of the Services.
- 5.3 The Plasterer shall use all reasonable endeavours to ensure that the Services conform to the specifications provided by the Customer and is limited to the Work Area (or relevant area/s thereof). The Plasterer cannot guarantee the quality, finish (and consistency) of the plasterwork; nor can consistency be guaranteed due to the inevitable variances which may arise either in the plaster or out of the characteristics of the Work Area.
- 5.4 The Plasterer shall ensure that the Services are rendered with reasonable care and skill to a high standard which is commensurate with best practice in the industry.
- 5.5 The Plasterer shall not be responsible for any damage to the Property of the Customer as a result of their rendering of the Services. Any damage shall be made good at no additional expense to the Plasterer at the completion of the Job.
- 5.6 The Plasterer shall ensure that they comply with any and all relevant codes of practice and standards applicable to the Services.
- 5.7 While the Services are being rendered, the Plasterer shall ensure that furniture, flooring and other items which are not the subject of the Services are suitably protected for the duration of the Job.
- 5.8 [The Plasterer shall] dispose of all waste that results from their rendering of the Services.
- 5.9 Following completion of the Job the Customer shall have a period of <<insert period>> in which to inspect the completed work and to notify the Plasterer of any defects. The Plasterer shall correct any such defects at no additional cost to the Customer.

6. Customer's Responsibilities

- 6.1 If any other permissions are needed from any third parties (e.g. planning authorities, local authorities or similar), it shall be the responsibility of the Customer to obtain the same in advance of the Services.

- 6.2 The Customer shall provide the Plasterer with access to the Property at the Agreed Times to render the Services.
- 6.3 The Customer shall provide the Plasterer with a set of keys to the Property or being provided by the Plasterer. The Plasterer warrants that the keys will be kept safely and securely.
- 6.4 The Customer shall provide the Plasterer with access to electrical outlets and a supply of hot water.
- 6.5 The Customer must provide notice if the Plasterer is to be on the Property on a particular day or at a particular time. If the Customer provides such notice, the Plasterer will not invoice for cancelled Visits <<insert period e.g. 24 hours>> provided such notice is given the normal rate.

7. Cancellation

- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The Plasterer shall issue a full refund of all sums paid, including the Deposit, if the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date.
- 7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date, the Plasterer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any related Job.
- 7.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Plasterer shall retain all sums paid and any outstanding balance payable on the rescheduled Job.
- 7.1.3 If the Customer cancels the Job more than <<e.g. 14 days>> but less than <<e.g. 28 days>> before the Agreed Date the Plasterer shall retain all sums paid and any outstanding balance payable on the rescheduled Job.
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- 7.2 The Plasterer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit, if the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date.

8. Liability, Indemnity and Insurance

- 8.1 The Plasterer shall maintain in place at all times suitable and valid insurance which covers the Plasterer's liability insurance.
- 8.2 The Plasterer's total liability shall be limited to the damage caused as a result of their negligence.

- negligence or breach of the Terms and Conditions or of the Agreement shall be limited to the maximum extent permitted by law.
- 8.3 The Plasterer shall not be liable for any loss or damage suffered by the Customer or any third party as a result of the Customer's failure to follow any instructions given by the Plasterer.
- 8.4 Nothing in the Terms and Conditions or in the Agreement shall limit or exclude the Plasterer's liability for death or personal injury.
- 8.5 Subject to the Terms and Conditions, the Plasterer shall indemnify the Customer against any loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.
- 8.6 The Plasterer shall not indemnify the Customer against any costs, liability, claims or proceedings arising out of the Customer's failure to follow any other breach of these Terms and Conditions.
9. **Guarantee**
- 9.1 The Plasterer guarantees that the product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> from the date of completion of the Services.
- 9.2 If any defects of the Services appear during the guarantee period, the Plasterer shall rectify any and all such defects at no cost to the Customer.
10. **Data Protection**
- The Plasterer shall protect the Customer's personal data as set out in the Plasterer's <<insert document name>> Privacy Notice available from <<insert location(s)>>.
11. **Confidentiality**
- 11.1 Except as required by law, the Plasterer shall not disclose Confidential Information to any third party without the prior written consent of the Customer, except:
- 11.1.1 to the Customer's directors, officers, employees, agents, subcontractors or suppliers;
 - 11.1.2 to any third party to whom the Customer has disclosed Confidential Information;
 - 11.1.3 to any third party for any purpose other than as set out in sub-Clause 11.1.1 or 11.1.2 above, subject to the terms of the Agreement;
 - 11.1.4 to any third party for the purpose of, record in any way or part with possession of Confidential Information; and
 - 11.1.5 to any third party if the Plasterer's directors, officers, employees, agents, subcontractors or suppliers does any act which, if done by that Party, would constitute a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either the Customer or the Plasterer shall be deemed to have disclosed Confidential Information to:
- 11.2.1 any third party who is a contractor or supplier of that Party;
 - 11.2.2 any third party who is a governmental or other authority or regulatory body; or
 - 11.2.3 any third party who is an agent or officer of that Party or of any of the

- to such extent as may be necessary for the purposes contemplated by the Agreement (including the provision of the Services), or to inform the other Party of the Information (except where the disclosure is to any such body or any employee or officer of any such body) in writing to the other Party a written undertaking in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which it was made; and
- 11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, or at any time, if it is at the date of the Agreement, or has become, public knowledge through no fault of that Party, or if it is already in use or disclosure, that Party must not disclose Confidential Information which is not public knowledge.
- 11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Agreement for any reason.
12. **Force Majeure**
- 12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations which results from any cause that is beyond the reasonable control of that Party ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, wars, pandemics, earthquakes, acts of terrorism, or any similar or dissimilar other event that is beyond the control of that Party.
- 12.2 [In the event that a Party cannot perform their obligations thereunder as a result of a Force Majeure event for a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the end of such period. In the event of such termination, the Parties shall agree to make reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual obligations and the extent to which payment shall take into account the extent to which the Party in question was in reliance on the performance of the Agreement.]
13. **Termination**
- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 13.1.1 any sum owed by that Party under any of the provisions of the Agreement is not paid within <<insert period>> Business Days after being given written notice giving it to be remedied;
- 13.1.2 that other Party is in breach of any of the provisions of the Agreement which are capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice giving it to be remedied;

SAMPLE

13.1.1. ... possession, or where that other Party is a ... appointed, of any of the property or assets of

13.1.2. ... any voluntary arrangement with its creditors or, ... becomes subject to an administration order (within ... Act 1986);

13.1.3. ... an individual or firm, has a bankruptcy order ... a company, goes into liquidation (except for ... amalgamation or re-construction and in such ... company resulting therefrom effectively agrees to be ... the obligations imposed on that other Party under

13.1.4. ... to any of the foregoing under the law of any ... relation to that other Party;

13.1.5. ... s, or threatens to cease, to carry on business; or

13.1.6. ... Party is acquired by any person or connected ... control of that other Party on the date of the ... purposes of this Clause 13, "control" and ... shall have the meanings ascribed thereto by ... 22 respectively of the Corporation Tax Act 2010.

13.2 For the purposes of Clause 13.1.2, a breach shall be considered capable of remedying a breach which can comply with the provision in question in all respects.

13.3 Where a Party breaches the Agreement under sub-Clause 13.1, the other Party shall be entitled to receive from it shall be refunded it in full, and it shall be liable to pay the amount(s) payable under the Agreement.

13.4 The Agreement shall not prejudice any other right or remedy available to the other Party in respect of the breach concerned (if any) or any other breach of the Agreement.

14. Effects of Termination

Upon the termination of the Agreement for any reason:

14.1 any sums payable by the other under any of the provisions of the Agreement shall become immediately due and payable;

14.2 all Clauses of the Agreement, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain in full force and effect;

14.3 termination of the Agreement shall not prejudice any right to damages or other remedy which the other Party may have in respect of the event giving rise to the termination or in respect of damages or other remedy which any Party may be entitled to in respect of a breach of the Agreement which exist at or before the date of termination;

14.4 subject to Clause 14 and except in respect of any accrued rights and obligations, the other Party shall be under no further obligation to the other; and

14.5 each Party shall, to the extent referred to in Clause 11) immediately upon termination, or indirectly, any Confidential Information, and shall deliver to the other Party any documents in its possession or control containing any Confidential Information.

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15. **No Waiver**

No failure or delay by either Party shall be deemed to be a waiver of any provision of the Agreement or a breach of the same or any

of its rights under the Agreement or a waiver by either Party of a breach of the Agreement or to be a waiver of any subsequent

16. **Further Assurance**

Each Party shall execute all such deeds, documents and things as may be necessary to carry

deeds, documents and things as may be necessary to carry the Agreement into full force and effect.

17. **Costs**

Subject to any provisions incidental to the negotiation of the Agreement.

Each Party shall pay its own costs of and charges in connection with the negotiation and carrying into effect of the

18. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time.

in any manner from payments due or to be received under the Agreement or any other

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party shall assign (whether by way of floating charge) or sub-contract any of its obligations thereunder, or sub-contract any of its obligations thereunder without the consent of the other Party, such consent not to be unreasonably withheld.

The Agreement shall be personal to the Parties and neither Party shall assign, charge (otherwise than by way of floating charge) or sub-contract any of its rights or obligations thereunder or delegate any of its obligations thereunder to any other Party, such consent not to be unreasonably withheld.

19.2 [The Plasterer shall not assign or sub-contract any of its obligations thereunder, or sub-contract any of its obligations thereunder without the consent of the Plasterer, such consent not to be unreasonably withheld.

any of the obligations undertaken by the Parties or through suitably qualified and experienced member or sub-member of such other member or sub-member, be deemed to be an act or omission of the Plasterer.

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.

Time periods specified in the Agreement shall be of the essence of the Agreement.

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

Time periods specified in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

21. **Relationship of the Parties**

Nothing in the Agreement shall constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the contractual relationship created by the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

Nothing in the Agreement shall confer rights on any third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

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23. **Notices**

- 23.1 All notices shall be in writing and be deemed duly given if signed by a duly authorised officer of the Party giving the notice.
- 23.2 Notices shall have been duly given:
- 23.2.1 if delivered by courier or other messenger (including during normal business hours of the recipient; or
- 23.2.2 if transmitted by e-mail and a successful return receipt is received; or
- 23.2.3 if sent by registered post, on the tenth business day following mailing, if mailed by national post, or on the tenth business day following mailing by air mail, postage prepaid.
- In each case, the notice shall be addressed to the most recent address or e-mail address of the Party.

24. **Entire Agreement**

- 24.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 24.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly stated in the Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

25. **Counterparts**

The Agreement may be executed in any number of counterparts and by the Parties in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Agreement shall be effective until each Party has executed at least one counterpart.

26. **Severance**

In the event any provision of the Agreement and/or of these Terms and Conditions is held to be unlawful, invalid or otherwise unenforceable, that provision shall be severed from the remainder of the Agreement and the remainder of the Agreement and/or these Terms and Conditions shall remain valid and enforceable.

27. **Dispute Resolution**

- 27.1 The Parties agree to resolve any dispute arising out of or relating to the Agreement by arbitration between their appointed representatives who shall be the sole arbitrators of such disputes.
- 27.2 [If notwithstanding Clause 27.1 do not resolve the matter within 30 days of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure.]
- 27.3 [If the dispute is not resolved by sub-Clause 27.2 does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will

- not participate in arbitration by either
- 27.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on the seat of arbitration, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules of procedure.
- 27.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an order.
- 27.6 The decision and order of the arbitrator shall be the final and exclusive mode of dispute resolution under this Clause 27 shall [not] be binding on both Parties.
28. **Law and Jurisdiction**
- 28.1 The Agreement and all contractual matters arising therefrom or associated therewith shall be governed by the law of England and Wales.
- 28.2 Subject to the provisions of the Agreement or claim between the Parties, all disputes, controversy, proceedings arising from or under the Agreement or these Terms and Conditions (including matters and obligations arising therefrom or associated therewith) shall fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under
number <<C umber>> whose registered office is at] OR [of]
<<insert Add and
- (2) <<Name of registered in <<Country of Registration>> under
number <<C umber>> whose registered office is at] OR [of]
<<insert Add and

WHEREAS:

- (1) The Plasterer services and hereby agrees to provide those
services, as services”) in accordance with, and subject to, the
Terms and C and this Agreement.
- (2) The Customer the Plasterer’s services in accordance with, and
subject to, th and Conditions and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any s Agreement”, “the Agreement”, “the Terms and
Conc d Conditions” or the Quotation shall be deemed
to re or the attached Terms and Conditions or the
Quot constitute a contract for the provision of the
Serv er and the Customer.
- 1.2 By ex on <<insert date>>, the Parties hereby agree to
be bo the Terms and Conditions, the Quotation and the
provi
- 1.3 This into effect upon its execution by both Parties and
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2. The Service

The Service e Agreed Date of <<insert date>> and shall be
provided du of <<insert times>> at the Property located at
<<insert add

Specification / Description	Relevant Dates / Times

3. Fees and Payment

<<Insert full sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes); or
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby declares that any electronic signature will be as conclusive of a Party's intention as a manuscript signature and that the Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF
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

has been duly executed the day and year first

Plasterer>>

Customer>>