

WINDOW FITTING SERVICES (B2C)

BACKGROUND:

These Terms and Conditions apply to the provision of window fitting services by [Company Name] ("the Fitter") to customers who require window fitting services to be provided at their home. Please read them carefully and enter into them if you understand and agree to them. If you have any questions, please contact [Company Name].

These Terms and Conditions apply to the provision of window fitting services to the customer 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"	the times which You and We agree to provide access to the Property to the Fitter to carry out the Job [as specified in the Schedule 1];
"Agreement"	the contract in writing into which You will enter if You accept the Terms and Conditions. The Agreement will incorporate, subject to, these Terms and Conditions. Our standard form of Agreement is attached as Schedule 1;
"Business"	any business, trade, craft or profession carried on by You or any other organisation;
"Consumer"	"consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of Us who receives Window Fitting Services for their personal or domestic purposes wholly or mainly for purposes of any Business;
"Deposit"	the deposit You may be required to pay in accordance with Clause 5;
"Final Fee"	the total of all sums You must pay Us which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions;
"Job"	the complete performance of the Window Fitting Services;
"Model Cancellation Form"	the model cancellation form attached as Schedule 2;
"Order"	our initial request for Us to provide Window Fitting Services as set out in the Agreement;

“Products”	the products and materials required for the provision of the Window Fitting Services, which We will supply (if any) as set out in the Agreement;
“Property”	Your home, as detailed in the Order Confirmation Agreement, at which the Job is to be carried out, including the site/s where work is 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 change according to the actual work carried out as set out in Clause 6 of these Terms and Conditions;
“Start Date”	the date You and We agree on for Us providing the Window Fitting Services as set out in the Agreement;
“Trader”	Us or Our employee/s who will be responsible for providing the Window Fitting Services;
“Visit”	any occasion, scheduled or otherwise, on which We visit the Property to provide the Window Fitting Services;
“We/Us/Our”	the Trader and includes all employees, agents and sub-contractors of the Trader;
“Window Fitting Services”	the window fitting services We will provide as specified in the Agreement;
“You/Your”	the Consumer who is a customer of the Trader;

- 1.2 Any reference to electronic communication includes any communication by email, text message, or other electronic means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as in force 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 in these Terms and Conditions is a reference to a schedule in these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of the Terms and Conditions.
- 1.7 Words signifying the plural include the plural and vice versa.

- 1.8 References to any gender shall include the other gender.
- 1.9 References to persons shall include companies and other legal entities. References to legal entities shall include corporations.
- 2. Information about Us**
- 2.1 We are a <<insert description of company type>> trader, partnership, LLP, private limited company etc.
- 2.2 [We trade under the name <<insert trading name if different from company name>>].
- 2.3 [We are registered in <<insert country>> under number <<Company Registration Number>>].
- 2.4 [Our registered office is <<insert address>>].
- 2.5 [Our main trading address is <<insert address>> or if no registered office <<insert address>>].
- 2.6 [Our VAT number is <<insert VAT number>>].
- 2.7 [We are regulated by <<insert regulator(s)>>].
- 2.8 [We are a member of <<insert association(s) etc.>>].
- 2.9 [<<Insert further information>>].
- 3. Communication and Complaints**
- 3.1 If You wish to contact Us, please 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 Terms and Conditions). When contacting Us in writing You may use:
- 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 for our services via <<insert methods e.g. telephone, online etc.>>.
- 4.2 When placing an Order, You must provide, in detail, the Window Fitting Services required. This includes, but is not limited to, the location and size of the Property, number and type of windows (e.g. double glazed, etc.). [We will provide You with an order form containing the required information.] [All such details will be set out in the Order form.]
- 4.3 Once the Order is confirmed, We will prepare a Quotation and send it to You by email or by post. The Quotation will set out the required Deposit (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 make changes to the Order and We will amend the Quotation to show the requested changes. You may request changes to the Quotation to incorporate any or all amendments made to the Order.

- 4.6 You shall sign and date the Quotation or, where applicable, a revised Quotation, by signing it and returning it to Us within <<insert period, e.g. 7 days>> after the date We issue the Quotation or where applicable, the date of the revised Quotation.
- 4.7 If You request a change/s to Your Order after accepting the Quotation, We will tell You whether or not the change/s can be made. We will inform You of any changes to the fees payable as a result of the change/s in a revised Quotation where We decide that We can make the change/s that You requested. You may then accept that revised Quotation.
- 4.8 When You return Us the accepted Quotation or, where applicable, the Quotation where You have paid the Deposit, We will complete any necessary documents in accordance with the accepted Quotation, attach a copy of the accepted Quotation to the Agreement, sign and date the Agreement and return it to You. If You then sign and date the Agreement and have paid the Deposit, a legally binding contract shall be entered into at that time and the terms of the Agreement shall come into effect requiring Us to provide the Services and for You to pay for them.
- 4.9 The acceptance of an Order or Quotation or any revised Quotation by You or Us shall not have any legally binding effect on the Agreement until the Agreement is signed and dated by both You and Us and the Deposit is paid.

5. Deposit

- 5.1 At the time of accepting the Quotation or not more than <<insert period e.g. 7 days>> depending on the nature of the work and any other circumstances, in advance, We may require You to pay Us a Deposit of <<insert sum e.g. 25% of the Quoted Fee>>. We will not start the Work until the Deposit is paid in full. You shall be required for You to sign until the Deposit is paid in full.
- 5.2 If You request a change/s to the Work, We may retain some or all of the Deposit for the change/s. The Deposit shall be returned to You after 13, 14 and 15.

6. Fees and Payment

- 6.1 The price payable for the Window Fitting Services shall be the price shown in the Quotation and the Final Fee. An estimate are required.
- 6.2 We will, where possible, use only the Products (and quantities of Products) specified in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep You informed of any increase in the Final Fee by a minimum, will keep You informed at all times, and will provide You with a written agreement.
- 6.3 If the price of the Products or the cost of the Services that We need to procure increases during the period of acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel the Agreement by giving Us notice in writing within 14 days of the date of the increase. You will receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 The price payable for the Window Fitting Services and the Final Fee are inclusive of any VAT chargeable. If the rate of VAT changes, We will adjust the amount of VAT that You shall pay to Us.
- 6.5 We will not be responsible for any damage to or loss of any property or equipment if the Job has been completed.

- 6.6 You must pay Us within <<insert period e.g. 30 calendar days>> of receipt of the invoice.
- 6.7 We accept the following methods of payment:
- 6.7.1 by credit/debit card>>;
- 6.7.2 by cash>>;
- 6.7.3 by cheque>>;
- 6.7.4 by any other method as required>>.
- 6.8 If You do not pay by the due date, We may charge You interest on the outstanding amount of <<insert percentage>>% above the base rate of <<insert rate>> from time to time until payment is made in full. Interest will be calculated on a daily basis from the due date until the actual date of payment.
- 6.9 If You have informed Us to dispute an invoice in good faith, We will not charge interest while a dispute is ongoing.

7. Window Fitting Services

- 7.1 We will provide Window Fitting Services in accordance with the specifications set out in the accepted Quotation and in the Agreement (as may be amended from time to time by writing between You and Us from time to time).
- 7.2 [We will provide samples, impressions, plans or similar documents in connection with the Services. Any material is intended for illustrative purposes only and does not constitute an offer. We will provide an exact specification of the Job nor to be bound by any such material.]
- 7.3 We warrant that the Products We use match those specified in the Quotation. We endeavour to ensure that the Products We use match those specified in the Quotation and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products or materials between photographs, catalogues and other documents. We warrant that the Products themselves, as a result of minor technical changes or variations, do not affect Your use of the Product or glass in question, or that the Products are of a standard that may arise in the manufacturing process. If alternative Products or glass are required due to non-availability of the specified Products or glass, We will supply them without consulting with You first in order to ensure that You do not wish to accept the alternative Products or glass. If You do not wish to accept the alternative Products or glass, We will refund the Deposit and receive a full refund of all sums paid by You in connection with the Services.
- 7.4 The Products We use are referred to as the "risk") for the Products We use. The risk of loss or damage to the Products will pass to You at the time the Products have been delivered to You at which point it will be Your responsibility to insure the Products once We have received payment in full for the Services.
- 7.5 We warrant that the Window Fitting Services are performed with due care and skill and to a reasonable standard which is consistent with the industry standard.
- 7.6 We warrant that the Services will be performed in accordance with all relevant codes of practice.
- 7.7 We warrant that the Services will not cause any part of the Property to suffer damage as a result of Our provision of the Services. We will at Our expense make good any damage caused by the Services at no additional expense to You as soon as is reasonably practicable.
- 7.8 We warrant that the Services will not result in any waste that results from Our provision of the Services.

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- 7.9 We provide temporary glazing and/or boarding to protect your property from the elements. We will also advise You of any other measures we may take with these temporary materials.
- 8. Faulty Products**
- 8.1 If any Product(s) are supplied in the course of Us providing the Window Fitting Services and You discover a defect with one or more of those Products have been incorrectly described, You should contact details above in Clause 3.
- 8.2 Within 30 days after completion of the Job, You are entitled, at Your option, to keep the Product(s) at a reduced price, or to have the Product(s) repaired, replaced or refunded.
- 8.3 After 30 days, and for the first six months after completion of the Job, We will repair, replace or refund any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is not possible, You are entitled to a full refund. Alternatively, We may offer to replace the Product(s) at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if the defect is due to a failure to follow instructions given by Us or as a result of misuse of the Product(s).
- 8.4 After six months after completion of the Job, if any Product develops a fault, We will repair, replace or refund the Product in question if the Product in question was faulty at the time We supplied it to You. You may be entitled to a partial refund for up to six years depending upon how long it can reasonably be expected to last.
- 9. Problems with the Window Fitting Services**
- 9.1 If the Window Fitting Services result of the Window Fitting Services, i.e. they have not been completed to a reasonable care and skill, You are entitled to ask Us to repeat the Window Fitting Services, or to get a price reduction if this is appropriate.
- 9.2 We will make reasonable efforts to ensure that Our provision of the Window Fitting Services is free. If, however, there is a problem with the Window Fitting Services, we will make reasonable efforts to ensure that You request that You inform Us as soon as is possible. We will make reasonable efforts to remedy problems with the Window Fitting Services as quickly as is reasonably possible and practical.
- 9.3 We will make reasonable efforts to remedy problems under this Clause 9 where the problem is caused by Us [or where nobody is at fault]. If We determine that the problem has been caused by incorrect or incomplete information provided or taken by You, We may charge You for the cost of the remedial work.
- 9.4 As a consumer, You have certain legal rights with respect to the purchase of goods and services. We recommend that You contact Your local Citizens Advice Bureau for details of Your legal rights and guidance on how to exercise them.
- 9.5 If We do not remedy the problem or, if the problem is not remedied within a reasonable time without charge, You have the right to request repeat performance of the Window Fitting Services and complete the Job with Us. You have the right to request repeat performance of the Window Fitting Services or done within a reasonable time without charge. You also have the right to a reduction in price;

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9.6 If the Window Fitting Services are not performed in line with information that We have provided to You, You also have the right to request repeat performance of the Window Fitting Services, if possible or done within a reasonable time without incurring any additional charges. If Our breach concerns information about Us that affects the performance of the Window Fitting Services, You have the right to request a refund.

9.7 If for any reason We are required to repeat the Window Fitting Services in whole or in part, at Your request, We will not charge You for doing so, and we will refund to You the costs of doing so. In cases where a price reduction is applicable, we will refund to You up to the full fees payable for the Job and, if applicable, the payment(s) to Us, may result in a full or partial refund. The refund will be issued without undue delay (and in any event within 14 days of the date on which We agree that You are entitled to a refund) and via the same payment method originally used by You or an alternative method.

10. Your Obligations

10.1 If any other permissions are needed from any third parties (such as planning authorities, local authorities or similar), You must obtain these permissions before We begin to provide the Window Fitting Services.

10.2 We may require You to remove certain furniture, fixtures and fittings or other items from the Property before we begin work. Unless You and We agree otherwise, this is Your responsibility.

10.3 You must provide Us with sufficient access to the Property to allow Us to perform the Window Fitting Services.

10.4 You must provide Us with a set of keys to the Property or be present at the Property to provide Us with access. We promise that all keys will be kept safely and returned to You at the end of the service.

10.5 If You fail to provide the necessary access to the Property or make it impossible for Us to perform the Window Fitting Services by failing to comply with the terms of this Clause 10, and do not have a good reason for this, We may charge You any additional charges incurred as a result.

10.6 You must provide Us with access to electrical outlets and a supply of hot water during the performance of the Window Fitting Services.

11. Complaints

11.1 We are committed to feedback from Our customers and, while We always use feedback to improve our service, we ensure that Your experience as a customer of Us is always a positive one. Nevertheless, we want to hear from You if You have any concerns or complaints.

11.2 All complaints will be handled in accordance with Our complaints handling policy, which is available at <<insert location(s)>>.

11.3 If You have any concerns or complaints about any aspect of Your dealings with Us, please contact Us using any of the following ways:

11.3.1 By email to <<insert name and/or position and/or email address>>;]

11.3.2 By post to <<insert name and/or position and/or postal address>>;]

11.3.3 [Using Our contact form;] following the instructions included with the form;]

11.3.4 [By telephone on the number>> [and choosing option <<insert number>>]

12. Changing the Start Date

12.1 If You ask Us to change the Start Date:

12.1.1 We will where possible 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" which begins once the contract between You and Us is formed.

13.1.1 in relation to the delivery of Products, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments the 14 day period begins on the day on which the first instalment is delivered and

13.1.2 in relation to the provision of Services, at the end of 14 calendar days after the date on which the Contract is formed.

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 confirming 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 the Us in respect of the Contract (including, but not limited to, the Deposit, where applicable).

13.5 We will refund money by the same method used to make the payment, unless You have exercised the right to cancel. In any case, You will not incur any fees as a result of exercising the right to cancel.

13.6 We will process the refund without undue delay and, in any event, within 14 calendar days after the date on which We are notified of the cancellation.

13.7 If You exercise the right to cancel in respect of Products:

13.7.1 We will issue a refund within the normal refund period>> and in any event no later than 14 calendar days after We receive the relevant Products (and any delivery charges if You send the Products to Us).

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13.7.2 You must return the Products within 14 calendar days of the day on which You receive them; We shall not be obliged to cancel and return them;

13.7.3 We may not be obliged to refund the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;

13.7.4 Please also note that the Products may become inseparably mixed with other Products or materials.

13.8 If the Start Date falls within the 14-calendar day cooling off period You must make an express request for provision of the Window Fitting Services to begin within the 14-calendar day cooling off period. Your request forms a normal part of the ordering process. If You do not make such a request, You acknowledge and agree to the following:

13.8.1 If the Job is completed within the 14-calendar day cooling off period, You will lose the Deposit;

13.8.2 If You cancel the Window Fitting Services before the Start Date, You shall be required to pay for the Window Fitting Services already provided to You up to the point of cancellation. The Deposit shall not be returned to Us supplied up to the point of Your wish to cancel;

13.8.3 The amount of the Deposit shall be in proportion to the full price of the Window Fitting Services actually provided. The actual Window Fitting Services already provided shall be refunded subject to deductions for the cost of the Window Fitting Services already provided. The amount of the Deposit shall be calculated as follows:

13.8.4 We will provide a refund of the Deposit in any event within 14 calendar days after You wish to cancel the Window Fitting Services.

13.9 Clause 14 apply to the 14-calendar day cooling off period after the Start Date.

14. Cancellation Outside of the Cooling Off Period

14.1 In addition to Your right to cancel the Window Fitting Services during the cooling off period and before the Start Date, You may also cancel the Window Fitting Services outside of the cooling off period and after the Start Date. In such a case, the following applies to the cancellation:

14.1.1 If You cancel the Window Fitting Services after the cooling off period has expired (or after the Start Date) and more than <<e.g. 7 calendar days>> before the Start Date, and any other event within the cooling off period, We will refund the Deposit, if applicable, and in any event within 14 calendar days after cancellation.

14.1.2 If You cancel the Window Fitting Services after the cooling off period has expired (or after the Start Date) and less than <<e.g. 7 calendar days>> before the Start Date, We will retain from the Deposit, if applicable, the amount of the financial loss that We suffer due to the cancellation. The balance of the Deposit to You as a result of the cancellation shall be paid to You in any event within 14 calendar days of cancellation. If the financial loss is more than the amount of the Deposit (or the amount of the Deposit has been paid), We will invoice You for the shortfall and You shall be required to make payment in accordance with the invoice.

14.2 We may need to cancel the Window Fitting Services before the Start Date due to the

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unavailability of required materials, or due to the occurrence of an event outside of Our control. If such cancellation is necessary, We will inform You as early as reasonably possible. We will refund the Deposit, if applicable, to You as soon as is reasonably possible, and in any event within 14 calendar 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>> of You asking Us in writing to do so;
 - 15.1.2 We enter into liquidation, administration 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 Window Fitting Services due to an event outside of Our control.
- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to make payments as required under Clause 6 (this includes 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>> 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 access to the Property and We have been unable to complete the Window Fitting Services under sub-Clause 1.2;
 - 15.2.5 We have been unable to provide Window Fitting Services for more than <<insert>> days due to an event outside of Our control.
- 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. In any event, if a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 15.4 If at the termination of the Agreement:
- 15.4.1 You have made the Deposit, when the Window Fitting Services have not yet provided, We will refund to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice, or deduct from such a refund (or charge You) the net costs We will incur for the net costs We will incur

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breaking the Agreement if We terminate it under 15.2.2, or 15.2.4;

15.4. Window Fitting Services that You have not yet paid will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be responsible for payment in accordance with Clause 6.

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16. Effects of Termination

16.1 If the Agreement is terminated for any reason:

16.1.1 All rights, whether expressly or by their nature, relate to the Agreement or termination of the Agreement will remain in force.

16.1.2 We will not remove or reduce any right to damages or other remedies that You or We may have in respect of any breach of the Agreement that exist at or before the date of termination.

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17. Events Outside Our Control (Force Majeure)

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any event outside 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, acts of God (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 prevent or significantly hinder Our performance of any of Our obligations under these Terms and Conditions:

17.2.1 We will act as soon as is reasonably possible;

17.2.2 The performance of the Agreement will be suspended and any time period for performance by will be extended accordingly;

17.2.3 When the event outside of Our control is over and the event does not prevent the new dates, times or availability of Window Fitting Services, We will resume performance of the Agreement;

17.2.4 We will not be liable to terminate the Agreement (see Clause 15).

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18. Liability

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

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- 18.2 We have and valid insurance including public liability insurance.
- 18.3 We provide Window Fitting Services for domestic and private purposes only. We do not make any representation that the Window Fitting Services are for industrial purposes of any kind. We will not be liable for any loss of profit, loss of business, interruption to business or for any other loss or damage of any kind or opportunity.
- 18.4 [If We are responsible for damage to the Property or anything in it, We will make good the cost to You. We are not responsible for any pre-existing damage to Your Property that We may discover while providing Window Fitting Services.]
- 18.5 [Our liability for damage caused as a result of Our negligence or breach of the Conditions or the Agreement by Us is limited to £<<insert amount>>.]
- 18.6 We accept no liability for any loss or damage You suffer which results from Your failure to follow the instructions given by Us.
- 18.7 Nothing in the Conditions is intended to or will limit or exclude Our liability for personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 18.8 Nothing in the Conditions is intended to or will limit Your legal rights under any consumer protection legislation. For more details please refer to Your local Citizens Advice Bureau or Trading Standards Office.

19. How We Use Your Data (Data Protection)

We will only use Your Data as set out in Our <<insert document name, e.g. Privacy Notice>> and <<insert location(s)>>.

20. Other Important Information

- 20.1 We reserve the right to change these Terms and Conditions without giving You notice, but we will make our reasonable endeavours to inform You as soon as possible of any such changes.
- 20.2 We reserve the right to assign our obligations and rights under the Agreement to a third party (such as, for example, if We sell Our business). If this occurs, We will give You written notice. Your rights under the Agreement will not be affected. Your obligations under the Agreement will be transferred to the third party and will be enforceable by them.
- 20.3 You agree to assign (or sign) Your obligations and rights under the Agreement to a third party only with our express written permission (such permission not to be unreasonably withheld).
- 20.4 The Agreement is made between you and Us. It is not intended to benefit any other person and no such person or party will be entitled to enforce the Agreement.
- 20.5 If any provision of the Agreement or these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of the Agreement or these Terms and Conditions shall remain in full force and effect.

- Conduct of the provision in question will not be affected.
- 20.6 No failure to comply with the provisions of the Agreement shall mean a breach of any other provision of the Agreement.
- 21. Regulations**
- 21.1 We are required by the Consumer Contracts (Information, Cancellation and Complaints) Regulations 2013 to ensure that certain information is given to you as a Consumer before We make Our contract with You. We have accepted the Quotation and the Agreement has been entered into where that information is already apparent from the context of the Agreement. We have included the information itself either in the Quotation or You to see, or We will make it available to You before You accept the Quotation and sign the Agreement. All of that information shall, by the Regulations, be part of the terms of Our contract with You.
- 21.2 As required by the Regulations:
- 21.2.1 We will provide the information described in sub-Clause 21.1; and
- 21.2.2 We will provide the information which We give to You about the Window Fitting Services or Our business which You take into account in accepting the Quotation and sign the Agreement, or in making Your decision about the Window Fitting Services, as part of the terms of Our contract with You as a Consumer.
- 22. Law and Jurisdiction**
- 22.1 These Terms, the Agreement, and the relationship between Us and You (whether actual or otherwise) shall be governed by, and shall be subject to the law of [England & Wales] [Northern Ireland] [Scotland].
- 22.2 As a result, neither We nor You will benefit from any mandatory provisions of the law in any jurisdiction which nothing in Sub-Clause 22.1 above takes away or restricts. You agree to rely on those provisions.
- 22.3 Any proceedings or claim between You and Us relating to the Agreement, the Agreement, or the relationship between Us and You (whether actual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the law of that jurisdiction.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under number <<C number>> whose registered office is at] **OR** [of] <<insert Add d
- (2) <<Name of C Address>> ("the Customer")

BACKGROUND:

- (1) The Trader g services to consumer customers and has reasonable s ertise in that field.
- (2) The Custom e Trader to provide the services specified below ("the Window
- (3) The Trader a ndow Fitting Services to the Customer, subject to the attached nd the terms of this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 This the attached Terms and Conditions.
- 1.2 In thi n initial capital letters have the same meaning as they nditions.
- 1.3 A leg ween You and Us will be created when You and We s
- 1.4 We c ledge that We have given or made available to You n (save for where such information is already appa ne transaction):
- 1.4.1 cs of the Window Fitting Services;
- 1.4.2 ct details;
- 1.4.3 e for the Window Fitting Services including taxes be calculated in advance, the manner in which it
- 1.4.4 payment, performance and the time by which (or rtake to perform the Window Fitting Services;
- 1.4.5 ng policy;

- 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 which We give to You about the Window Fitting
which You take into account when entering into
en making any other decision about the Window
- will b r contract with You as a Consumer.
- 2. The Window**
- 2.1 We v
- 2.1.1 Window Fitting Services on the Start Date of
- 2.1.2 b by <<insert date>>;
- 2.1.3 Fitting Services during the Agreed Times of
uch other times as You and We may agree in
- 2.1.4 Fitting Services at the Property located at <<insert
- 2.1.5 v Fitting Services in accordance with the
o in Clause 2.2
- 2.2 The Window Fitting 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 and Pa**
- 3.1 You ee of £<<insert sum>> for the Window Fitting
Serv as set out in the Terms and Conditions). This
sum follows:
- 3.1.1 n of all sums payable>>; [and
- 3.1.2 <<insert amount>>
- 3.2 <<Ins ms due (if any) as detailed in the Quotation>>
- 4. Waiver of C**
- 4.1 By s You request Us to commence provision of the
Wind ediate and not to wait for the 14-calendar day
cool in Clause 13 of the Terms and Conditions to

S
A
M
P
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- expir
- 4.2 You exercise the right to cancel You will be liable to pay for the Window Fitting Services provided up until the point at which You exercise the right to cancel, as set out in Clause 13 of the Terms and Conditions
- 4.3 You will lose the right to cancel if the Window Fitting Services are completed within the 14-calendar day cooling off period.

SIGNED for and on behalf of the Supplier (if the Supplier is a natural person)
<<Name and Title of Supplier>> Trader>>

Authorised Signatory

Date: _____

SIGNED by the Customer (if the Customer is a natural person)
<<Name of Customer>>

Signature

Date: _____

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to insert geographical address and, where available, email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel window fitting services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: