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THIS AGREEMENT is made the

BETWEEN:

(1) <<insert name of Service <<insert trading name if different from company name>>,**]** e, e.g. Sole Trader, Partnership, LLP, Private Limited Comp n England under number <<insert registration number>>**] [**,w is <<insert registered address>> and**]** whose main trading a ss>> ("the Service Provider") and

(2) <<Name of Client>> of <<i ent")

WHEREAS:

(1) The Service Provider provi ervices>> to consumer clients and has reasonable skill, knowl hat field.

(2) The Client wishes to enga to provide the services set out in this Agreement, subject to of this Agreement.

(3) The Service Provider agre s set out in this Agreement to the Client, subject to the terms reement.

IT IS AGREED as follows:

1. Definitions and Interpreta

1.1 In these Terms an e context otherwise requires, the following expressio anings:

"Business Day" r than a Saturday, Sunday or bank

"Calendar Day" e year;

"Deposit" ayment made to Us under sub-

"Milestone Payment" Total Price paid to Us as each completed;

"Month" onth;

"Project Milestone" Project as set out in the Project

"Project" he Services We are providing as Plan;

"Project Plan" an setting out Project Milestones chedule 2

"Total Price" payable for the Services as fully 3;

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"Services" which are to be provided by Us to Schedule 1 and which will, oject;

"We/Us/Our" rovider, <<insert name of Service as <<insert trading name if ny name>>,**]** a <<insert business r, Partnership, LLP, Private .>> **[**registered in England under stration number>>**] [**,whose <<insert registered address>> ding address is <<insert

"You/Your" insert name>> of <<insert

1.2 Each reference in ting" and any similar expression includes electronic r sent by e-mail, **[**text message,**]** fax or other means.

1.3 Each reference to f a statute is a reference to that statute or provision ed at the relevant time.

1.4 Each reference to " rence to this Agreement and each of its Schedules as ed at the relevant time.

1.5 Each reference to a to a schedule to this Agreement.

1.6 The headings used r convenience only and shall have no effect upon the i ement.

1.7 Each reference to t include the plural and vice versa.

1.8 Each reference to a he other gender.

1.9 References to perso tions.

2. Information About Us

2.1 <<insert name of S ding as <<insert trading name if different from com <insert business type, e.g. Sole Trader, Partnership Company etc.>> **[**registered in England under nu n number>>**] [**,whose registered address is <<insert d**]** whose main trading address is <<insert address>>

2.2 **[**Our VAT number is .**]**

2.3 **[**We are regulated b gulator(s)>>.**]**

2.4 **[**We are a member sociation(s) etc.>>.**]**

2.5 **[**<<Insert further inf

3. The Contract

3.1 This Agreement go ervices by Us and embodies the contract between U ng this Agreement, please ensure that You have rea re unsure about any part of this

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Agreement, please

3.2 A legally binding c d You will be created upon our mutual acceptance cated by Us and You signing this Agreement.

3.3 By signing this Ag reby acknowledge that We have given or made avai information (save for where such information is alread text of the transaction):

3.3.1 The main ch ces;

3.3.2 Our identity 2) and contact details (as set out below in Cla

3.3.3 The total Pr ding taxes or, if the nature of the Services is not be calculated in advance, the manner in w

3.3.4 The arrange ormance and the time by which (or within which m the Services;

3.3.5 Our complai

3.3.6 Where appl -sales services and commercial guarantees;

3.3.7 The duration re applicable, or if this Agreement is of indete be extended automatically, the conditions fo

3.3.8 [Where app , including appropriate technical protection m t;]

3.3.9 [Where app mpatibility of digital content with hardware ar aware of or might reasonably be expected to

4. Price and Payment

4.1 The Total Price and yable for the Services are detailed in Schedule 3.

4.2 All Prices shown in VAT. If the rate of VAT changes between the date c e date of Your payment, We will adjust the rate of V Changes in VAT will not affect any Prices where We ha ment in full from You.

4.3 Before We begin pr u will be required to pay a Deposit of £<<insert sum> >>% of the Total Price for the Services). The due r Deposit is <<insert date>>.

4.4 In certain circumsta e cancelled, Your Deposit may be refunded in full or i will be calculated based upon the Price for the Servic ork (if any) already undertaken by Us. Please refer to ancellation.

4.5 The Total Price fo vided into a series of Milestone Payments. We will estone Payment upon completion by Us of the corresp e.

4.6 We accept the follo t:

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4.6.1 <<insert type

4.6.2 <<insert type

4.6.3 <<insert type

4.6.4 <<insert type

4.6.5 <<add more quired>>.

4.7 **[**Credit and/or debit insert point at which a card will be charged>>.**]**

4.8 If You do not make ue date as shown on the relevant invoice, We may c the overdue sum at the rate of <<insert percentage er annum above the base lending rate of <<insert ban me. Interest will accrue on a daily basis from the due he actual date of payment of the overdue sum, whet ment. You must pay any interest due when paying ar

4.9 The provisions of su ply if You have promptly contacted Us to dispute an in interest will accrue while such a dispute is ongoing.

5. Providing the Services

5.1 As required by law ervices with reasonable skill and care, consistent nd standards in the <<insert market/sector/indus sector] OR [industry], and in accordance with an Us about the Services and about Us.

5.2 We will begin provid sert date>>.

5.3 We will continue pro pecified in the Project Plan.

5.4 We will make every mplete each Project Milestone on time (and in accord n). We cannot, however, be held responsible for any de of Our control occurs. Please see Clause 8 for ev ol.

5.5 If the Project falls opinion of either Us or You, a meeting may be re cuss the Project, the rectifying of delays and putting schedule in accordance with the Project Plan.

5.6 If We require any om You in order to provide the Services, We will soon as is reasonably possible. **[**Examples of what <<insert examples>>**]**.

5.7 If the information o under sub-Clause 5.6 is delayed, incomplete or othe not be responsible for any delay caused as a resul required from Us to correct or compensate for a esult of incomplete or otherwise incorrect informatio We may charge You a reasonable additional sum for t

5.8 In certain circumsta e there is a delay in You sending Us information or under sub-Clause 5.6, We may suspend the Project hat suspension in writing).

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5.9 In certain circums here We encounter a technical problem, We may r ject in order to resolve the issue. Unless the issue is uires immediate attention We will inform You in advar ending the Services.

5.10 If the Project is su uses 5.8 or 5.9, You will not be required to make Payments during the period of suspension. You invoices that You have already received from Us by

5.11 If You do not pay required by Clause 4, We may suspend the Projec ll outstanding sums due. If this happens, We will i This does not affect Our right to charge you interest

6. Problems with the Servic ts

6.1 We always use reas that Our provision of the Services is trouble-free. If, h em with the Services We request that You inform Us ly possible **[**(You do not need to contact Us in writing

6.2 We will use reaso problems with the Services as quickly as is reaso ctical. **[**In emergency situations, such as those wh living in Your property may be affected, We will us medy problems within 24 hours.**]**

6.3 We will not charge ms under this Clause 6 where the problems have bee Our agents or employees or sub-contractors **[**or whe We determine that a problem has been caused by in nformation or action provided or taken by You, sub- We may charge You for remedial work.

6.4 As a consumer, Yo ts with respect to the purchase of services. For full de and guidance on exercising them, it is recommended local Citizens Advice Bureau or Trading Standards form the Services with reasonable skill and care, You t repeat performance or, if that is not possible or don me without inconvenience to You, You have the right t the Services are not performed in line with informatio d about them, You also have the right to request rep at is not possible or done within a reasonable time w You (or if Our breach concerns information about U the performance of the Services), You have the right t for any reason We are required to repeat the Services r legal rights, We will not charge You for the same y and all costs of such repeat performance. In ca tion applies, this may be any sum up to the full Price a eady made payment(s) to Us, may result in a full or par funds will be issued without undue delay (and in any e days starting on the date on which We agree that You) and made via the same payment method originally us request an alternative method. In addition to your leg y to the Services, You also have remedies if We use or incorrectly described.

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7. Our Liability

7.1 We will be respons e loss or damage that You may suffer as a result Agreement or as a result of Our negligence (includin , agents or sub-contractors). Loss or damage is fores us consequence of the breach or negligence or if it is d Us when the contract is created. We will not be respo mage that is not foreseeable.

7.2 We provide Service e use (or purposes). We make no warranty or represe are fit for commercial, business or industrial purposes resale)**]**. By entering into this Agreement, You ag e the Services for such purposes. We will not be liabl rofit, loss of business, interruption to business or for a rtunity.

7.3 **[**If We are providing y and We cause any damage, We will make good th ional cost to You. We are not responsible for any amage in or to Your property that We may discover w es.**]**

7.4 Nothing in this Agr e or limit Our liability for death or personal injury cau (including that of Our employees, agents or sub-contr udulent misrepresentation.

7.5 Nothing in this Agr e or limit Our liability for failing to perform the Servic e and skill or in accordance with information provide es or about Us.

7.6 Nothing in this Agr de or limit Your legal rights as a consumer. For mo rights, please refer to Your local Citizens Advice Bur s Office.

8. Events Outside of Our Co

8.1 We will not be liab lay in performing Our obligations under this Agreeme elay results from any cause that is beyond Our reason ses include, but are not limited to: power failure, inte ilure, strikes, lock-outs or other industrial action by other civil unrest, fire, explosion, flood, storms, eart acts of terrorism (threatened or actual), acts of war threatened, actual or preparations for war), epidemic or any other event that is beyond Our reasonable con

8.2 If any event descri occurs that is likely to adversely affect Our performa ions under this Agreement:

8.2.1 We will infor sonably possible;

8.2.2 Our obligatio t will be suspended and any time limits that W tended accordingly;

8.2.3 We will infor outside of Our control is over and provide deta mes or availability of Services as necessary;

8.2.4 If an event c ccurs and You wish to cancel this Agreement, rdance with Your right to cancel under sub-C

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8.2.5 If the event continues for more than <<insert period>> we Agreement in accordance with Our right to ca 9.6.3 and inform You of the cancellation. ou as a result of that cancellation will be paid t sonably possible, and in any event within 14 Ca ellation notice;

9. Cancellation

9.1 You are free to can s Agreement without notice at any time before We beg u have made any payment to Us for any Services We hese sums will be refunded to you as soon as is reaso ny event within 14 Calendar Days of Our acceptance o

9.2 Once We have be ces, You are free to cancel the Services and this by giving Us <<insert period>> written notice. If Y ment to Us for any Services We have not yet provi refunded to You as soon as is reasonably possibl within 14 Calendar Days of Our acceptance of Your e provided Services that You have not yet paid for, the ed from any refund due to You or, if no refund is due for those sums and You will be required to make p ith Clause 4. If Services that We have provided but aid for represent less than a full Project Milestone, t duced accordingly.

9.3 If any of the followin l the Services and this Agreement immediately by givi ou have made any payment to Us for any Services W , these sums will be refunded to You as soon as is d in any event within 14 Calendar Days of Our accep on. If We have provided Services that You have not y will be deducted from any refund due to You or, if no voice You for those sums and You will be required to dance with Clause 4. If Services that We have provid t yet paid for represent less than a full Project Milestor be reduced accordingly. If You cancel because of b-Clause 9.3.1, You will not be required to make You will not be required to give <<insert period>> n ces:

9.3.1 We have bre any material way and have failed to remedy th t period>> of You asking Us to do so in writing;

9.3.2 We enter int administrator or receiver appointed over Our ass

9.3.3 We are una es due to an event outside of Our control (as u or

9.3.4 We wish to this Agreement to your material disadvantag

9.4 We may need to c this Agreement before We begin providing them due equired personnel or materials, or due to the occurren f Our reasonable control. If such cancellation is nec you as soon as is reasonably

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possible. If you hav Us for any Services We have not yet provided, these to you as soon as is reasonably possible, and in any ar Days of Us informing You of the cancellation.

9.5 Once We have beg es, We may cancel the Services and this Agreement u <<insert period>> written notice. If You have made r any Services We have not yet provided, these su You as soon as is reasonably possible, and in any ar Days of Our cancellation notice. If We have provided not yet paid for, the sums due will be deducted from a if no refund is due, We will invoice You for those sums d to make payment in accordance with Clause 4. If S rovided but that You have not yet paid for represent l Milestone, the amount due will be reduced accordingly

9.6 If any of the followin l the Services and this Agreement immediately by givi f You have made any payment to Us for any Services ed, these sums will be refunded to You as soon as is d in any event within 14 Calendar Days of Our cancell e provided Services that You have not yet paid for, the ed from any refund due to You or, if no refund is due for those sums and You will be required to make p ith Clause 4. If Services that We have provided but paid for represent less than a full Project Milestone, t duced accordingly. We will not be required to give <<i hese circumstances:

9.6.1 You fail to n as required under Clause 4 (this does not af interest on overdue sums under sub-Clause

9.6.2 You have b t in any material way and have failed to rem <insert period>> of Us asking You to do so in w

9.6.3 We are una es due to an event outside of Our control (for a n sub-Clause 8.2.5).

9.7 For the purposes o particular, sub-Clauses 9.3.1 and 9.6.2) a breach of considered 'material' if it is not minimal or trivial in terminating Party (i.e. You under sub-Clause 9.3.1 a 9.6.2). In deciding whether or not a breach is materia to whether it was caused by any accident, mishap, m ing.

10. Communication and Con

10.1 If You wish to conta omplaints, You may contact Us by telephone at <<inse at <<insert email address>>.

10.2 In certain circumsta Us in writing (as stated in various Clauses throughout contacting Us in writing You may use the following m

10.2.1 Contact Us l l address>>; or

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10.2.2 Contact Us nsert company name>>, <<insert address>>.

11. Complaints and Feedbac

11.1 We always welcom stomers and, while We always use all reasonable ende your experience as a customer of Ours is a positive o t to hear from you if you have any cause for complaint

11.2 All complaints are h ith Our complaints handling policy and procedure, ava ion(s)>>.

11.3 If You wish to comp f Your dealings with Us, including, but not limited to, th vices, please contact Us in one of the following ways:

11.3.1 **[**In writing, t name and/or position and/or department>

11.3.2 **[**By email, t name and/or position and/or department> s>>;**]**

11.3.3 **[**Using Our g the instructions included with the form;**]**

11.3.4 **[**By contacti <<insert telephone number>> **[**and choosing op when prompted.**]]**

12. How We Use Your Perso otection)

We will only use Your pers Our <<insert document name, e.g. Privacy Notice>> available >>.

13. Other Important Terms

13.1 We may transfer (a d rights under this Agreement to a third party (this ma if We sell Our business). If this occurs You will b writing. Your rights under this Agreement will not igations under this Agreement will be transferred to the ain bound by them.

13.2 You may not tra ligations and rights under this Agreement without nission (such permission not to be unreasonably withh

13.3 This Agreement is b s not intended to benefit any other person or third part n person or party will be entitled to enforce any provisio

13.4 If any of the provisi re found to be unlawful, invalid or otherwise unenforc r other authority, that / those provision(s) shall b the remainder of this Agreement. The remainder of th lid and enforceable.

13.5 No failure or delay ising any of our respective rights under this agreeme t has been waived, and no waiver by Us or You of a b this Agreement means that either Party will waive any e same or any other provision.

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14. Governing Law and Juris

14.1 The Agreement, a etween You and Us (whether contractual or other by, and construed in accordance with the law of **[**Eng Ireland**] [**Scotland**]**.

14.2 As a consumer, Yo andatory provisions of the law in your country of res Clause 14.1 above takes away or reduces Your rights those provisions.

14.3 Any dispute, contro aim between You and Us relating to the Agreement etween You and Us (whether contractual or othe o the jurisdiction of the courts of England, Wales, S reland, as determined by Your residency.

SIGNED for and on behalf of the S

<<Name and Title of person signin r>>

_____

Authorised Signature

Date: _____

SIGNED for and on behalf of the C

<<Name and Title of person signin

_____

Authorised Signature

Date: _____

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The Services

<<Insert a detailed specification of [illegible] ded by the Service Provider to the Client>>

SAMPLE

The Project Plan

<<Insert a detailed Project Plan se tones>>

SAMPLE

The Total Price

<<Insert full details of the Price pa cluding all agreed sums>>

Milestone Payments

<<Insert a full breakdown of all Mil

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