

**BACKGROUND:**

These Terms and Conditions are the standard terms and conditions of the Company or Individual Name>> ("the Company") for the provision of bathroom design or fitting or supply services to its customers who require any such services.

These Terms and Conditions apply when the Company provides services to a consumer as defined below.

**1. Definitions and Interpretation**

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

**"Agreement"****"Agreed Times"****"Bathroom"****"Business"****"Consumer"****"Design Services"****"Design Terms and Conditions"****"Fitting Services"****"Fitting Terms and Conditions"****"Inseparably Mixed Goods"****"Model Cancellation Form"****"Order"**

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These Terms and Conditions apply to the provision by <<Insert Company or Individual Name>> ("the Company") of bathroom design or fitting or supply services to its customers who require any such services to their home.

These Terms and Conditions apply when the Company provides services to a consumer as defined below.

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

"Agreement" means the agreement between You and Us in the form of a written contract which will incorporate and be subject to these Terms and Conditions;

"Agreed Times" means the times agreed by You and We agree for Us to have access to the Property to carry out and complete the Services [as set out in the Agreement];

"Bathroom" means the room (the Property) which is the subject of the Agreement;

"Business" means any trade, craft or profession carried on by You for the purposes of a business;

"Consumer" means a natural person defined by the Consumer Rights Act 2015. A consumer is a person who uses these Terms and Conditions means an individual who receives any Services from the Supplier who receives any Services from the Supplier for purposes wholly or mainly outside of their business;

"Design Services" means the bathroom design services to be provided as set out in the Agreement;

"Design Terms and Conditions" means the terms and conditions in Schedule 1 that will apply in addition to these Terms and Conditions in Clauses 1- [21] where We are to provide Design Services;

"Fitting Services" means the bathroom fitting services to be provided as set out in the Agreement;

"Fitting Terms and Conditions" means the terms and conditions in Schedule 2 that will apply in addition to these Terms and Conditions in Clauses 1- [21] where We are to provide Fitting Services;

"Inseparably Mixed Goods" means goods which have become mixed inseparably (according to the Supplier's records) with other Products or other items after delivery;

"Model Cancellation Form" means the cancellation form attached as Schedule 5;

"Order" means an order for Us to provide a Quotation for any

<b>“Our Premises”</b>	m premises” as that expression is defined in
<b>“Personalised Goods”</b>	m e made to Your specifications or are
<b>“Price”</b>	m shown on invoices issued in accordance v (Terms and Conditions) that You must pay f the Agreement;
<b>“Price for the Products”</b>	m charge You for the Products that We use v Supply Services, being part or all of the P Services;
<b>“Products”</b>	m erials and other items We supply which a Services as such items are specified in
<b>“Project”</b>	m ) within which We will be providing the S project may include supply or products, n es (including design) additional to any S e;
<b>“Property”</b>	m tailed in the Order and the Agreement) i located;
<b>“Quotation”</b>	m give to You in accordance with Clause 4 e will provide to You and the Price We v each case, Design Services, Fitting S es;
<b>“Quoted Price”</b>	m in the Quotation for Design Services, P Services;
<b>“Regulations”</b>	m ontracts (Information, Cancellation and A ations 2013;
<b>“Services”</b>	m s and/or Fitting Services and/or Supply S provide as specified in a copy of an a ed to the Agreement;
<b>“Start Date”</b>	m We agree on for Us to start providing t S e Agreement;
<b>“Supply Services”</b>	m duct and other supply services to b an attachment to the Agreement;
<b>“Supply Terms and Conditions”</b>	m Schedule 3 that will apply in addition t s 1-22 where We are to provide S
<b>“Third Party Contractor”</b>	m or or consultant working on the Project;
<b>“Visit”</b>	m eduled or otherwise, on which We visit t y of the Services;
<b>“We/Us/Our”</b>	m cludes all employees, agents and s plier;
<b>“You/Your”</b>	m s a customer of the Supplier.

1.2 Each reference in these to “writing”, and any similar expression,

- includes electronic communication by e-mail, [text message,] or other means.
- 1.3 Each reference to a statute or statutory provision is a reference to that statute or provision as amended or in force at any time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular include the plural and vice versa.
- 1.8 References to any gender include the other gender.
- 1.9 References to persons, where the context otherwise requires, include corporations.

## 2. Information About Us

- 2.1 We are a <<Insert Business Name>>, whether Sole 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 the <<Insert Country>> under number <<Company Registration Number>>].
- 2.4 [Our registered office is <<Insert Registered Office Address>>].
- 2.5 [Our main trading address is <<Insert Trading Address if Different from Registered Office or if no Registered Office>>].
- 2.6 [Our VAT number is <<Insert VAT Number>>].
- 2.7 [<<Insert further information>>].

## 3. Communication and Contact

- 3.1 If You wish to contact Us for any reason, including complaints, You may contact Us by telephone at <<Insert Telephone Number>> or by email at <<Insert Email Address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
- 3.2.1 contact Us by email at <<Insert Email Address>>; or
- 3.2.2 contact Us by post to <<Insert Company Name>>, <<Insert Company Address>>.

## 4. Order, Quotation and Acceptance

- 4.1 You may submit an Order form to Us, which We will provide to You. [The Order form will include prompts for all required information.]
- 4.2 The required information on the Order form will include the type of Services You require, the location of the Property, and the location and size of the Bathroom.
- 4.3 Once You have completed the Order form, and We have discussed it with You, and We have discussed any necessary further detail and You have agreed the price, You must sign and return the Order form to Us, and We will prepare and sign a Quotation in duplicate and send it to You either by email or by post.
- 4.4 Where Your Order requires more than one type of Service, You must submit a separate Quotation for more than one type of

- Services, We will issue a separate Quotation that
- 4.5 The Quotation will set out the Quoted Price and the required Deposit as a percentage of the Quoted Price (see Clause 4.5.1).
- 4.6 You may accept a Quotation by signing one copy of it and returning it to Us within <<Insert Period e.g. 7 days>> after We issue the Quotation.
- 4.7 When (but not before):
- 4.7.1 You have returned the Quotation signed and dated by You;
- 4.7.2 You have paid the Deposit to Us by the method specified in the Quotation.
- a legally binding contract for the Supply of the Services (as the case may be either Design Services or Fitting Services) which are the subject of the Quotation.
- We will then attach the Quotation to the Agreement and complete any blanks in accordance with the Quotation.
- 4.8 Where We provide Design Services or Fitting Services, We will only provide a Quotation for Supply of the Services if You have approved the Final Design referred to in Schedule 1.
- 5. [Deposit]**
- 5.1 You must pay Us the Deposit within <<Insert Period e.g. 7 days>> after You accept the Quotation.
- 5.2 Acceptance of a Quotation by You will constitute Your agreement to pay the Deposit in full.
- 5.3 The Deposit is non-refundable.
- 6. Payment of Price and VAT**
- 6.1 The Quoted Price for the Supply of the Services as shown in the Quotation will be the Price payable for those Services.
- 6.2 The Quoted Price is inclusive of VAT. If the rate of VAT changes before You accept the Quotation, We will adjust the Quoted Price to reflect the new rate of VAT that You must pay.
- 6.3 We will invoice the Deposit upon Your acceptance of the Quotation, and We will invoice the balance of the Price payable for those Services in stages set out in the Quotation, in each case in the amount which is payable at that stage] **OR** [upon completion of the Services]
- 6.4 You must pay any invoice within <<Insert Period e.g. 14 days>> of receipt.
- 6.5 We accept the following methods of payment:
- 6.5.1 <<Insert Method of Payment>>;
- 6.5.2 <<Insert Method of Payment>>;
- 6.5.3 <<Insert Method of Payment>>;
- 6.5.4 <<Insert other method of payment>>;
- 6.6 If You do not pay an invoice within the period specified in the invoice, We may charge You interest on the overdue sum at the rate of <<Insert Rate>>% above the base rate of <<Insert Name of Bank>> from the date of payment, whether before or after judgment.

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- to keep Us informed of the progress of Third Party Contractor(s) whose work may be affected (directly or indirectly) by the work of the Third Party Contractor(s) (whether or not such work is performed jointly with the Third Party Contractor(s)). If Our Third Party Contractor(s), We will have the right to set out in Schedule 2 for the length of time that the Third Party Contractor(s) concerned.

Our dealings with Us, please contact Us

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- 11.3.1 [In writing, address <<Insert Address>> and/or Position and/or Department>>],
- 11.3.2 [By email, address <<insert email address>> and/or Position and/or Department>>],
- 11.3.3 [Using Our computer system in accordance with the instructions included with the form;]
- 11.3.4 [By contacting <<Insert Telephone Number>> [and choosing option <<Insert Option Number>> if prompted.]]

## 12. Changing the Start Date

- 12.1 If You ask Us to change the Start Date:
  - 12.1.1 We will where relevant 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 Agreement.
- 12.2 If We ask You to change the Start Date:
  - 12.2.1 agree a revised Start Date with You;
  - 12.2.2 terminate the Agreement.

## 13. Cancellation of Contract During the Cooling Off Period

- 13.1 Where the Agreement provides for a "cooling off" period. This period begins on the date the Agreement has been notified to You.
  - 13.1.1 in relation to Products, 14 calendar days after the Products have been delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the date of the final instalment;
  - 13.1.2 in relation to Services, 14 calendar days after the date on which the Services are first provided.
- This right will not apply to Inseparably Mixed Goods.
- 13.2 If You wish to cancel the Agreement during the cooling off period You should inform Us immediately by a clear communication sent by post or email to the postal address or email address specified in the Terms and Conditions. You may use the Model Cancellation Form.
- 13.3 To meet the cancellation period for You to send Your communication before the cancellation period has expired.
- 13.4 If You exercise the right to cancel the Agreement, We will provide a full refund of any amount paid to You by Us in respect of the Agreement.
- 13.5 We will refund money unless You have expressly agreed otherwise in writing of the refund.
- 13.6 We will process the refund without undue delay and, in any event, within 14 days of being informed of the cancellation.
- 13.7 If You exercise the right to cancel the Agreement, We will provide a full refund of any amount paid to You by Us in respect of the Agreement.
  - 13.7.1 We will issue a refund within the Normal Refund Period>> and in any event no later than 14 days after We receive the returned Products and the refund will be made without any charges;

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13.7.2 You must return the Products within 14 calendar days of the day on which You inform Us of Your wish to return the Products. You must pay the cost of return shipment.

13.7.3 We may make a deduction from the Deposit for loss in value of any Products returned under this Clause 13; and for necessary handling by You.

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 Services within the 14 calendar day cooling off period. [This request forms a new contract for the Services.] By making such a request, You acknowledge and agree to the terms of the Agreement.

13.8.1 If the Services are not provided within the 14 calendar day cooling off period, You will lose the right to a refund of the Deposit.

13.8.2 If You cancel the Services after the 14 calendar day cooling off period has expired, You will be required to pay the full price of the Services. If the Services have not yet been completed, You will be required to pay the full price of the Services up until the point at which You cancel the Services.

13.8.3 The amount due to Us will be the proportion to the full price of the Services of the time that has elapsed since the 14 calendar day cooling off period. Any sums that have already been paid for the Services will be subject to deductions calculated on this basis.

13.8.4 We will process any refund within the Normal Refund Period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

13.9 Clauses 14 and 15 apply after the 14 calendar day cooling off period has expired.

#### 14. Cancellation Before the Start Date

14.1 In addition to Your right to terminate the Agreement after the 14 calendar day cooling off period, You may terminate the Agreement (the "Cancellation") at any time before the Start Date as follows:

14.1.1 If You cancel the Agreement before the Start Date, We will refund the Deposit to You as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation.

14.1.2 If You cancel the Agreement after the 14 calendar day cooling off period, We will retain from the Deposit the amount of any net financial loss that We suffer due to the Cancellation. If the Cancellation occurs more than 28 days before the Start Date, We will invoice You for the amount of the net financial loss in accordance with Clause 14.1.1.

14.2 We may need to terminate the Agreement due to the unavailability of required Services or due to the occurrence of an event which makes the provision of the Services impossible. If termination is necessary, We will inform You as soon as is reasonably practicable and refund the Deposit and any other sums paid as soon as is reasonably practicable.

#### 15. Termination

15.1 You may terminate the Agreement 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 that breach within 14 calendar days of You asking Us in writing to do so;

15.1.2 We enter into liquidation or become insolvent or Our assets are sequestrated or administered by an administrator or receiver appointed over Us.

within 14 calendar days of the day on which You inform Us of Your wish to return the Products. You must pay the cost of return shipment.

We may make a deduction from the Deposit for loss in value of any Products returned under this Clause 13; and for necessary handling by You.

If the Start Date falls within the 14 calendar day cooling off period, You must make an express request for provision of the Services within the 14 calendar day cooling off period. [This request forms a new contract for the Services.] By making such a request, You acknowledge and agree to the terms of the Agreement.

If the Services are not provided within the 14 calendar day cooling off period, You will lose the right to a refund of the Deposit.

If You cancel the Services after the 14 calendar day cooling off period has expired, You will be required to pay the full price of the Services. If the Services have not yet been completed, You will be required to pay the full price of the Services up until the point at which You cancel the Services.

The amount due to Us will be the proportion to the full price of the Services of the time that has elapsed since the 14 calendar day cooling off period. Any sums that have already been paid for the Services will be subject to deductions calculated on this basis.

We will process any refund within the Normal Refund Period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

Cluses 14 and 15 apply after the 14 calendar day cooling off period has expired.

In addition to Your right to terminate the Agreement after the 14 calendar day cooling off period, You may terminate the Agreement (the "Cancellation") at any time before the Start Date as follows:

If You cancel the Agreement before the Start Date, We will refund the Deposit to You as soon as is reasonably practicable, and in any event within 14 calendar days of cancellation.

If You cancel the Agreement after the 14 calendar day cooling off period, We will retain from the Deposit the amount of any net financial loss that We suffer due to the Cancellation. If the Cancellation occurs more than 28 days before the Start Date, We will invoice You for the amount of the net financial loss in accordance with Clause 14.1.1.

We may need to terminate the Agreement due to the unavailability of required Services or due to the occurrence of an event which makes the provision of the Services impossible. If termination is necessary, We will inform You as soon as is reasonably practicable and refund the Deposit and any other sums paid as soon as is reasonably practicable.

You may terminate the Agreement 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 that breach within 14 calendar days of You asking Us in writing to do so;

15.1.2 We enter into liquidation or become insolvent or Our assets are sequestrated or administered by an administrator or receiver appointed over Us.



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- 15.1.3 You and We have agreed a revised Start Date under Clause 12.1 or You elect to terminate the Agreement under Clause 12.2;
- 15.1.4 We are unable to perform the Services due to an event outside of Our control (see Clause 17).

- 15.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 15.2.1 You fail to make payment of the sums due required under Clause 6 (this does not include sums due under sub-Clause 6.6);
- 15.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within the period specified in our notice or in writing of Us asking You in writing to do so; or
- 15.2.3 You and We have agreed a revised Start Date under Clause 12.1;
- 15.2.4 We have been unable to provide the Services for more than <<Insert Period>> consecutive weeks due to an event outside of Our control (see Clause 17).

- 15.3 For the purposes of this Clause, an event outside of the Agreement will be considered 'material' if it is not minor and it has significant consequences to the terminating party. In no event shall Our liability be limited in any way. No regard will be had to whether it was caused by any accident or not.

- 15.4 If at the termination date the sums due to Us for any Services We have not yet provided, which are due to You soon as is reasonably possible, and in connection with the termination notice;
- 15.4.1 You have made payment of these sums will be required to make payment in full by the termination date;
- 15.4.2 We have provided the Services but have not yet paid for, the sums due will be deducted from any sums due to You or, if no refund is due, We will be required to make payment in full by the termination date.

## 16. Effects of Termination

- If the Agreement is terminated, all Clauses of the Agreement shall remain in full force and effect.
- 16.1 Any Clauses which, either by their nature, relate to the period after the termination of the Agreement, shall not be in full force and effect.
- 16.2 Termination will not release either You or We from any liability or damages or other remedy which may be claimed by either party in respect of the Agreement which exist at the date of termination.

## 17. Events Outside of Our Control

- 17.1 We will not be liable for Our failure to perform Our obligations under the Agreement where the failure is caused by an event outside of Our reasonable control. Such events shall not be limited to: power failure, internet service provider failure, fire, flood, terrorism (threatened or actual), industrial action by third parties, riots, strikes, earthquakes, subsidence, acts of war, declared, undeclared, threatened, actual or preparations for war, or any other event that is beyond Our reasonable control.
- 17.2 If any event described in Clause 17.1 occurs that is likely to adversely affect Our performance of any of Our obligations under the Agreement:
- 17.2.1 We will inform You of the event as soon as is reasonably possible;
- 17.2.2 Our obligations under the Agreement will be suspended and any time limits for performance of Our obligations shall be extended accordingly;

- 17.2.3 We will inform You of any details of any new Services as they become available and provide details of any new Services as necessary;
- 17.2.4 You or We may terminate the Agreement (see Clause 15).

## 18. Liability and Consumer Rights

- 18.1 We will maintain suitable and sufficient insurance, including public liability insurance.
- 18.2 Subject to the following, We will be responsible for any foreseeable loss or damage suffered by You as a result of Our breach of the Agreement or as a result of any negligence or obvious consequence of Our negligence or breach of the Agreement when the Agreement is in force. We will not be responsible for any loss or damage that is not foreseeable.
- 18.3 If We cause any damage to Your Property that is in addition to the cost of the Services, We will make good that damage at no additional cost to You. We will not be responsible for any pre-existing faults or damage in Your Property prior to providing the Services.
- 18.4 We provide Services for domestic purposes only. We make no warranty or representation that any of the Services are suitable for commercial, business or industrial purposes. We will not be responsible for any loss of profit, loss of business, loss of opportunity or any other loss or damage as a result of the delivery of any of the Services.
- 18.5 [Whilst We aim to provide the Services according to the timetable specified in the Agreement, dates and times for Products and carrying out the Services are provided for as a guide only. We do not guarantee that the Services will be performed or completed by any other dates or timeframes. Any delay will not be of the essence and We will not be liable for any loss or damage as a result of the delivery of any of the Services being delayed.]
- 18.6 [We will not be liable for any loss or damage caused as a result of Our negligence or breach of the Agreement relating to the Services.]
- 18.7 We will not be liable for any loss or damage caused as a result of Our negligence or breach of the Agreement relating to the Services.
- 18.8 [Except as to Our liability for death or personal injury caused by Our negligence or breach of the Agreement, Our liability shall not be limited), Our liability shall be limited to:
- 18.8.1 Design Services shall be limited to [£<<Insert Sum>>] OR [an amount equal to the chargeable for the Design Services];
- 18.8.2 Fitting Services, shall be limited to [£<<Insert Sum>>] OR [an amount equal to the chargeable for the Fitting Services];
- 18.8.3 Supply Services shall be limited to £<<Insert Sum>>] OR [an amount equal to the chargeable for the Supply Services].
- 18.9 Nothing in the Agreement shall limit or exclude Our liability for death or personal injury caused by Our negligence or breach of the Agreement or fraud or fraudulent misrepresentation.
- 18.10 As a “consumer” as defined in the Consumer Rights Act 2015, or as a consumer for the purposes of any other legislation, nothing in the Agreement is intended to or will exclude, limit or otherwise affect any of Our duties or obligations to You, or Your rights under the Consumer Rights Act 2015, or Our liability to You, under:
- 18.10.1 the Consumer Rights Act 2015;
- 18.10.2 the Regulations;
- 18.10.3 the Consumer Rights Act 2015;

18.10.4 any other consumer protection legislation, as that legislation is amended from time to time. For more details of Your rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

## 19. How We Use Your Personal Information (see also Section 18.10.4)

We will only use Your personal information in accordance with the privacy policy (<<insert document name, e.g. Privacy Policy>> attached in Schedule 6).

## 20. Other Important Terms

20.1 We may transfer (assign) our rights under the Agreement to a third party (this may happen without Your consent). If this occurs We will inform You in writing. The Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

20.2 You may not transfer our rights and rights under the Agreement without Our express written permission (which may be withheld).

20.3 The Agreement is between Us and You. No third party in any way shall be entitled to enforce any provision of the Agreement.

20.4 If any provision of the Agreement is held to be invalid or unenforceable in whole or in part, the other provisions of the Agreement shall not be affected.

20.5 No failure or delay by Us in exercising any rights under the Agreement means a waiver by Us or You of a breach of any provision of the Agreement. You will waive any subsequent breach of the same or any other provision of the Agreement.

## 21. Regulations and Information

21.1 We are required by the Regulations to make certain information available to You as a Consumer before we make Our contract with You (i.e. before You have both signed the Quotation) except where that information is already available to You at the time of the transaction. We have included the information itself either in the Quotation for You to see now, or We will make it available to You when You sign the Agreement and accept the terms of the Regulations, be part of the terms of Our contract with You.

21.2 As required by the Regulations:

21.2.1 all of the information included in clause 21.1; and

21.2.2 any other information which We provide to You about any Services or Us or Our business which may affect Your decision when deciding to sign the Agreement or any other decision about Services, and which You are entitled to see as a Consumer.

## 22. Law and Jurisdiction

22.1 These Terms and Conditions shall govern the relationship between you and Us (whether contractual or otherwise) and shall be governed by, and construed in accordance with the law of [England and Wales] [Scotland].

22.2 As a consumer, you will not be bound by any mandatory provisions of the law in your country of residence. Nothing in clause 22.1 above takes away or reduces your

rights as a consumer to  
22.3 Any dispute, controversy  
Terms and Conditions,  
contractual or otherwise  
Wales, Scotland, or Nor

between you and Us relating to these  
relationship between you and Us (whether  
the jurisdiction of the courts of England,  
ned by your residency.

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## DESIGN SERVICES

The following additional Terms and Conditions apply to the Design Services (see Clause 7)

### Initial Consultation

We will talk to You about Your requirements and discuss any aspect into the design of the Bathroom. If You have a preference for the position and/or size of the vanity unit, cupboard, or any other items, You should discuss this with Us. Your Bathroom space and/or give Us a general assessment of that space at that consultation.

### Surveys and Measurements and Information

#### EITHER

[Our Site survey and measurements of Your Bathroom]

We will then carry out a site survey and take measurements of any structural survey or offer or provide advice on structural matters. We will then give You a report on the accuracy and completeness of the survey. If Your builders / contractors are yet to start their works, We will carry out Our survey, take measurements and provide a survey report. If Your works have started, You agree that the following shall apply:

- You will be responsible to ensure that Your builders / contractors adhere to the measurements and other material features covered by Our survey report.
- If We have correctly and accurately taken measurements of the Bathroom, and Your builders / contractors have not adhered to the measurements, there might as a result be material differences between the details set out in Our survey report and the finished Bathroom space and the measurements taken when We carried out the survey or took the measurements.
- If there are any such material differences, You will bear any additional costs and expenses arising from them.
- Those additional costs and expenses for altering the design of/redesigning the Bathroom or providing Fitting and/or Supply of materials or products due to the material differences between Our survey report and the finished Bathroom space and the measurements taken when We carried out the survey or took the measurements might include additional charges for altering, re-making or rectification work, and Our additional necessary Visits.
- All such additional charges shall be at Your hourly rate [stated in the Agreement].
- If You do not wish to accept the additional costs and expenses arising from them, You shall not take measurements until after the completion of the works.

#### OR

[No site survey or measurements of Your Bathroom]

The Design Services will not include carrying out any structural or other building related matters.

## TERMS AND CONDITIONS

The following additional Terms and Conditions apply to the Design Services We provide You with any Design Services.

at that consultation. (If You wish to factor any critical items into the design of the Bathroom, You should discuss this with Us at that consultation. If you have a preference for the position and/or size of the vanity unit, toilet, bath, shower, bidet, airing cupboard, or any other items, You should discuss this with Us at the same time.) If You describe Your Bathroom space and/or give Us a general assessment of that space at that consultation, We will give You a general assessment of that space at that consultation.

If Your builders / contractors are yet to start their works, We will carry out Our survey, take measurements and provide a survey report. If Your works have started, You agree that the following shall apply: We will not carry out any structural or other building related matters. We will be responsible for providing advice on structural matters. Where building or other works by Your builders / contractors are yet to start, but You nevertheless require Us to carry out Our survey, take measurements and provide a survey report before completion of those works, You agree that the following shall apply:

Your builders / contractors adhere to the measurements and other material features covered by Our survey report.

If We have correctly and accurately taken measurements of the Bathroom, and Your builders / contractors have not adhered to the measurements, there might as a result be material differences between the details set out in Our survey report and the finished Bathroom space and the measurements taken when We carried out the survey or took the measurements.

If there are any such material differences, You will bear any additional costs and expenses arising from them.

Those additional costs and expenses for altering the design of/redesigning the Bathroom or providing Fitting and/or Supply of materials or products due to the material differences between Our survey report and the finished Bathroom space and the measurements taken when We carried out the survey or took the measurements might include additional charges for altering, re-making or rectification work, and Our additional necessary Visits.

All such additional charges shall be at Your hourly rate [of £<<Insert Figure>>] OR

If You do not wish to accept the additional costs and expenses arising from them, You shall not take measurements until after the completion of the works. We refer carrying out Our site survey and taking measurements of Your Bathroom until after the completion of the works are complete.]

The Design Services will not include carrying out any structural or other building related matters. We will be responsible for providing opinions or advice about structural matters. That the following shall apply:

- # SAMPLE

oom, You must give Us all relevant  
om layout, location of doors, windows,  
xed-in pipework or other obstacles or  
ed by bathroom fittings or other items

d measurements of the Bathroom that

es, We will not check, and will not be  
measurements and We will accept no  
ements.

Our additional charges for altering the  
Side Fitting and/or Supply Services and  
size, type, or number, those additional  
price for Our supply of products, Our  
those materials or products or other  
any additional necessary Visits.

carried out to the Bathroom and those  
information about or measurements of the  
or measurements will be materially  
s / ceilings / doors / windows may be  
t compile accurate measurements or  
therefore instead defer giving Us that  
dding or other work is complete, and if  
You may incur additional costs and

given You a survey report], We will send it to you. [The Provisional Design choose]. The Provisional Design will

ver, washbasin/s, toilet, bidet,  
parts etc.)

- get for its implementation by Us but it  
duced until You have approved a Final  
for the necessary Fitting and/or Supply  
to implement the Final Design (or an

### Conditions (Home)

version of a Provisional Design), You possible costs of implementation.】

The Provisional Design will only be information. It will be Our initial suggestion the basis for further discussion with requirements. The initial and any subsequent suitable for use for the purpose of providing (or arrange to carry out) any similar work

### **Final Design**

Once You have considered the Provisional Design with You and receipt of any further information process, provide You with further suggestions

Only when We have confirmed in writing that we have issued to You is final and become the Final Design which can be

All versions of Our Provisional Design contained in either any sales literature or general illustrative purposes and We do not include or match anything in any such

When You to sign off a Provisional Design versions of Our Provisional Design and have previously communicated to each

Once You have signed-off a final Provisional Design if the Final Design does not fully and completely of any aspect of the design, measured in the final Provisional Design, You have opportunity to clarify any Matter and/or When You sign the final Provisional Design it meets Your requirements. The Final Design and/or Supply Services that We provide completion by Us of the Design Service

### **Ownership of Rights**

Any intellectual property rights in any Provisional Design or any other items or information time shall at all times remain Our exclusive such items or information for the sole use You may not copy, reproduce or communicate it for any other purpose without Our prior

approximate budget as even indicative of

Your requirements based on initial design of the Bathroom, and it is intended to form the basis to subsequent changes to meet Your requirements. The Provisional Design will not be final or for Supply Services or for You to carry out

We will develop it through further discussions and suggestions from You. We may, as part of that process, provide for materials.

Our final version of the Provisional Design will be used to indicate Your approval of it, will it

Illustrations, descriptions or other items on our website are only intended to be for general information or undertake that the Final Design will

When the Final Design, it will supersede and replace all previous designs and requirements which You or We

When the Final Design, We will not be responsible for any errors or omissions. Therefore, if You are unsure of any other aspect of the design contained in the Provisional Design with Us to enable Us to have an alternative Provisional Design if it is necessary to do so. Your approval of it and Your confirmation that the Provisional Design will form the basis of any Fitting and Supply Services You sign the Final Design that will be

When the Final Design, Final Design in hard copy or electronic form at any time. If anyone on Your behalf may use any of the design for Your Bathroom but not for any other purpose any such item or information or use







- have obtained consent and agreed to pay any costs incurred in obtaining the necessary consents, licences or other permissions if any are needed from any landlords, planning authorities, local authorities or similar.
  - any appliance, accessories or materials (including but not limited to existing wiring, gas, water and legal and good workmanship) supplied by You for Us to fit is suitable for use with the items that We provide.
  - You have located and agreed to pay for any wiring or pipe work.
- must provide Us with all necessary items (including but not limited to writing of appliances and other items (including but not limited to appliance dimensions) necessary for their proper and safe installation)
- must clear the Bathroom site prior to Us commencing work. This includes any items (including but not limited to bathroom cupboards or units except those specified in the Schedule of Work) in or at the Property]
- allow us to store or keep in the Property (including but not limited to in or at the Property] at times when we are not carrying out the Fitting Services; and
- Our Products and materials
  - the tools and other equipment
- accept and agree that:
  - once We have left any Products or materials delivered to You and You are responsible for their loss or damage to them
  - You will be responsible for the care of the tools and other equipment and will account to Us for any damage occurring to them due to Your negligence or that of any visitor to the Property.
- are responsible for ensuring that:
  - We have access through the Property (including but not limited to the Bathroom at the Agreed Times and adequate access to the Bathroom at the Agreed Times and adequate access to the Bathroom at the Agreed Times and adequate access to the Bathroom at the Agreed Times)
  - We have a parking permit for the time We are providing the Fitting Services (including but not limited to the Bathroom at the Agreed Times and adequate access to the Bathroom at the Agreed Times)
  - We can access and use the electrical outlets (from normal 220/240 volt 3-pin sockets).
  - We can access and use the hot and cold running water.
  - We can use your toilet and bathroom facilities as may be reasonably necessary for Us to carry out and complete the Fitting Services.
  - You follow Our reasonable instructions for safety and the state of either Our Products or the Bathroom and adjacent areas and restrictions on appropriate usage, and necessary to facilitate Our carrying out the Fitting Services.
  - You co-operate with Us in the carrying out and completion of the Fitting Services.

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## SUPPLY SERVICES AND CONDITIONS

The following additional Terms and Conditions apply to the Supply Services We provide You with any Supply Services (see Clause 7)

### **Risk in the Products**

The responsibility (sometimes referred to as risk) for damage to or loss of any Product remains with Us until it has been physically delivered to You, at which point the risk will pass to You (even if Product is fitted later).

### **Ownership and Retention of Ownership of Products**

Until We have received payment in full for any Product that We contract to supply to You, the legal and beneficial ownership of that Product shall remain in Us (even if risk in that Product has passed to You). Upon payment in full, You will own it.

### **Our Right to Repossess Products Not Paid For**

If We do not receive payment in cash or by direct debit within the time which the Agreement specifies, We shall be entitled to repossess that Product without notice. If necessary, We may enter Your Property for the purpose of entering, installing, repairing, removing or removing any other Product/s or item/s in or forming part of that Product. You hereby irrevocably authorise Us to do so under this clause. This does not affect any other rights You may have.

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**THIS AGREEMENT** is made the

**BETWEEN:**

- 1) <<Name of Supplier>> [a company registered in the country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of] <<Insert Address>> ("the Supplier" or "We")
- 2) <<Name of Customer>> of <<Insert Address>> ("the Customer" or "You"))

**BACKGROUND:**

- (1) The Supplier provides bathroom design and/or supply services to consumer clients and has reasonable skill, experience and knowledge in that field.
- (2) The Customer wishes to engage the Supplier to provide the [design] **OR** [supply][and][fitting] services specified below ("the Services")
- (3) The Supplier agrees to provide the Services to the Customer, subject to the attached Terms and Conditions and the terms of the Quotation.

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 A legally binding contract will be created when (and only when) the following have occurred:
  - 1.1.1 You and We sign a copy of this Agreement;
  - 1.1.2 We issue a signed copy of this Agreement to You in duplicate; and
  - 1.1.3 You countersign a copy of this Agreement by a copy of it; and
  - 1.1.4 We receive any fee payable by You.
- 1.2 After that contract is created, You will send a countersigned copy to this Agreement and insert information in the space provided in Our Quotation.
- 1.3 This Agreement is subject to the attached Terms and Conditions.
- 1.4 In this Agreement, words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.5 We confirm and You acknowledge that before the date when We attach a copy of the Quotation signed by Us, We have made available to You the following information (save where it is not already apparent from the context of the transaction):
  - 1.5.1 The main characteristics of the Services;
  - 1.5.2 Our identity and details of our company;
  - 1.5.3 The total amount of the Services including taxes or, if the total amount cannot be calculated, the basis on which it will be calculated;
  - 1.5.4 The arrangements for payment, including the amount and the time by which (or within which) We undertake to complete the Services;
  - 1.5.5 Our complaints handling procedure.

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Times of <<Insert Times>> or such writing;

Services at the Property located at <<Insert  
Fees in relation to the Property located

## Clause 2.2.

in Schedule 1 of the attached Terms of Service. After consultation with You, You and We will agree on the sum payable for providing those details and the sum payable will be set forth in a document signed by You and attached to this Agreement. We will be bound to provide those details and to pay for them.]

in Schedule 2 of the attached Terms of Sale, the fitting of [those Products referred to in Schedule 2 of the attached Terms of Sale] items supplied by You]. If You and We agree to proceed, the sum payable will be the sum signed by You and attached to this invoice. We will be bound to provide the Fitting and to pay for them.]

in Schedule 3 of the attached Terms  
the supply of the Products necessary  
of any associated or incidental items or  
in connection with the fitting of the  
and associated or incidental items or  
payable for that supply, and if You then  
s and the sum payable for supplying  
writing. If it is then signed by You and  
Clause 4 below, We will be bound to  
You will be legally bound to pay for

Details in the attachments referred to in the above note of the variation concerned.

**in Services] OR [[Fitting][and][Supply]**

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services];
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You will pay the sum of £<<Ins  
Services]. This sum may be bro

**OR**

3.1 [£<<Insert Sum>> for products and Services];

**AND/OR**

[£<<Insert Sum>> for Products and Services (including the Price for the Products)].

3.2 [Our standard hourly rate for the Services (where We carry out such work which is charged at an hourly rate) is £<<Insert Sum>>].

3.3 <<Insert full details of other services provided>> detailed in the Quotation>>

**4. Waiver of Cooling Off Period**

4.1 By signing this Agreement, You agree to commence provision of the Services immediately and not to exercise the right of cooling off period referred to in Clause 13 of the Terms and Conditions.

4.2 You acknowledge that if You wish to cancel You will be liable to pay Us the full cost of the Services provided which You inform Us of Your wish to cancel, as set out in Clause 14 of the Terms and Conditions.

4.3 You acknowledge that if You wish to cancel if the Services are fully performed within the 14 days of the start of the Services.

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

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

MODIFICATION OR CANCELLATION

To: <<Supplier to insert Supplier's General Information, where available, Fax Number and Email Address>>

I/We (delete as appropriate) hereby (delete as appropriate) cancel my/our (delete as appropriate) contract for

[Design Services]

**OR**

[Supply] **AND/OR**

[Fitting] Services

dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

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