BATHROOM DESIGN, FITTING AN

BACKGROUND:

These Terms and Conditions are th Company or Individual Name>> ("the customers who require any such servi-

These Terms and Conditions apply wh

1. Definitions and Interpretation

1.1 In these Terms and Control expressions have the formula

"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"

TERMS AND CONDITIONS (HOME)

n apply to the provision by <<Insert design or fitting or supply services to r home.

onsumer" as defined below.

text otherwise requires, the following

nent between You and Us in the form which will incorporate and be subject to ns:

bu and We agree for Us to have access out and complete the Services [as ht];

e Property) which is the subject of the

e, craft or profession carried on by You isation:

defined by the Consumer Rights Act hese Terms and Conditions means an e Supplier who receives any Services of for purposes wholly or mainly outside ness:

room design services to be provided as p the Agreement;

in Schedule 1 that will apply in addition ses 1- [21] where We are to provide

room fitting services to be provided as the Agreement;

in Schedule 2 that will apply in addition ses 1- [21] where We are to provide

become mixed inseparably (according Products or other items after delivery;

ation form attached as Schedule 5;

t for Us to provide a Quotation for any







"Our Premises"	r	mises" as that expression is defined in
"Personalised Goods"		e made to Your specifications or are
"Price"	r v fe	shown on invoices issued in accordance rms and Conditions) that You must pay Agreement;
"Price for the Products"		arge You for the Products that We use upply Services, being part or all of the Services;
"Products"	r a t	erials and other items We supply which Services as such items are specified in
"Project") within which We will be providing the project may include supply or products, es (including design) additional to any le;
"Property"		tailed in the Order and the Agreement) ocated;
"Quotation"	r 2 V S	give to You in accordance with Clause /e will provide to You and the Price We each case, Design Services, Fitting es;
"Quoted Price"	n F	in the Quotation for Design Services, Services;
"Regulations"	m A	ontracts (Information, Cancellation and ations 2013;
"Services"	m S a	es and/or Fitting Services and/or Supply provide as specified in a copy of an ed to the Agreement;
"Start Date"	m S	We agree on for Us to start providing to e Agreement;
"Supply Services"	m b	act and other supply services to an attachment to the Agreement;
"Supply Terms and Conditions"	m to S	Schedule 3 that will apply in addition s 1-22 where We are to provide
"Third Party Contractor"	m	or or consultant working on the Project;
"Visit"	m ti	eduled or otherwise, on which We visit y of the Services;
"We/Us/Our"	m sı	cludes all employees, agents and plier;
"You/Your"	m	a customer of the Supplier.
1.2 Each reference in the	ese	o "writing", and any similar expression,
Simply-Docs - BS.TC.29 - Bathroom Design, F	itting	ditions (Home)

includes electronic com means.

- 1.3 Each reference to a sta provision as amended of
- 1.4 Each reference to "the Conditions including the
- 1.5 Each reference to a S Conditions.
- 1.6 The headings used in t not affect the interpretat
- 1.7 Words signifying the sin
- 1.8 References to any gend
- 1.9 References to persons,

2. Information About Us

- 2.1 We are a <<Insert Busi Company etc.>>.
- 2.2 [We trade under the Name>>.]
- 2.3 [We are registered in Registration Number>>.
- 2.4 [Our registered office is
- 2.5 [Our main trading address no Registered Office>>.
- 2.6 [Our VAT number is <<
- 2.7 [<<Insert further informations

3. Communication and Contact

- 3.1 If You wish to contact telephone at <<Insert N
- 3.2 In certain circumstance throughout these Terms the following methods:
 - 3.2.1 contact Us by er
 - 3.2.2 contact Us by Address>>.

4. Order, Quotation and Accept

- 4.1 You may submit an Orwill provide to You. [The
- 4.2 The required information Services You require, to of the Bathroom.
- 4.3 Once You have comple Your requirements wi clarification of any matter and send it to You eithe
- 4.4 Where Your Order req

nt by e-mail, [text message,] or other

atute is a reference to that statute or ant time.

s" is a reference to these Terms and

to a schedule to these Terms and

ions are for convenience only and do Conditions.

the plural and vice versa.

render.

wise requires, include corporations.

der, Partnership, LLP, Private Limited

Name if Different from Company

ation>> under number <<Company

>.]

f Different from Registered Office or if

complaints, You may contact Us by center: Us by

n writing (as stated in various Clauses contacting Us in writing You may use

dress>>; or

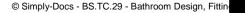
nsert Company Name>>, <<Insert

Services on an Order form which We prompts for all required information.]

Order form will include the type of ne Property, and the location and size

itted it to Us, and We have discussed any necessary further detail and pare and sign a Quotation in duplicate ost.

Quotation for more than one type of



Services, We will issue Fitting, or Supply) and separate Quotation that

- 4.5 The Quotation will set o a percentage of the Qu Quoted Price (see Claus
- 4.6 You may accept a Quot within <<Insert Period e</p>
- 4.7 When (but not before):
 - 4.7.1 You have return
 - 4.7.2 You have paid th

a legally binding contra Quoted Price and for Us Design Services or Fitt Quotation.

We will then attach the (including the Quoted P

4.8 Where We provide De Services or Fitting Serv Schedule 1.

5. [Deposit

- 5.1 You must pay Us the D accept the Quotation.
- 5.2 Acceptance of a Quotat
- 5.3 The Deposit is non-refu

6. Payment of Price and VAT

- 6.1 The Quoted Price for Services as shown in th
- 6.2 The Quoted Price is in the Quotation We will a
- 6.3 We will invoice the Der We will invoice the bala case in the amount who completion of the Service.
- 6.4 You must pay any invoi e.g. 14 days>> of receiv
- 6.5 We accept the following
 - 6.5.1 <<Insert Method
 - 6.5.2 <<Insert Method
 - 6.5.3 <<Insert Method
 - 6.5.4 <<Insert other m
- 6.6 If You do not pay an i overdue sum at the rat Name of Bank>> from t a daily basis from the after judgment.

or each type of Services (i.e. Design, ate Agreement to govern each such

oted Price and the required Deposit as will be <<insert %, e.g. 25% >> of the

ng one copy of it and returning it to Us ate We issue the Quotation.

gned and dated by You;

s will be created for You to pay the ar Services (as the case may be either Services) which are the subject of the

Agreement and complete any blanks accordance with the Quotation.

only provide a Quotation for Supply proved the Final Design referred to in

Insert Period e.g. 7 days>> after You

til We receive the Deposit in full.

in Clauses 13, 14 and 15.**1**

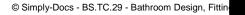
will be the Price payable for those those Services.

e of VAT changes before You accept that You must pay.

our acceptance of the Quotation, and tages set out in the Quotation, in each is payable at that stage] **OR** [upon

han the Deposit within <<Insert Period

We may charge You interest on the >>% above the base rate of <<Insert in full is made. Interest will accrue on I date of payment, whether before or



6.7 If You have promptly of charge interest while su

7. The Services

- 7.1 Additional terms and continuous Terms and Conditional terms are conditional terms ar
 - 7.1.1 Schedule 1 will a
 - 7.1.2 Schedule 2 will a
 - 7.1.3 Schedule 3 will a
- 7.2 We will provide the S accepted Quotation and Us from time to time).
- 7.3 We will ensure that the reasonable standard wh
- 7.4 We will ensure that W regulatory requirements
- 7.5 We will at all times hold and keep up to dat provide the Services.

8. Problems with the Services,

- 8.1 In addition to any statu
 We carry out, and the I
 will be free from mater
 e.g. 12 months>> follow
- 8.2 If any such material def rectify it free of charge.
- 8.3 We always use reasor trouble-free. If, howeve inform Us as soon as is in this case)]. We will us quickly as is reasonably
- 8.4 We will not charge You problems have been cate a problem has been cate or taken by You, We is problem has been caused remedial work and instead up with the Third Party (
- 8.5 As a consumer, You ha services. For full detain recommended that You Standards Office. If When You have the right to reduction in price. If the have provided about the that is not possible or dif Our breach concerns the Services), You have required to repeat the charge You for the sperformance. In cases

an invoice in good faith We will not

ollows. In addition to Clauses 1-22 of

You with any Design Services; and/or You with any Fitting Services; and/or You with any Supply Services.

with the specification set out in the nded by agreement between You and

with reasonable care and skill and to a strade practice.

nt codes of practice and statutory or

ublic liability insurance policy and will permits as may be required in order to

onsumer Rights

ay have, We guarantee that the work nat We supply as part of the Services guarantee period of <<Insert Period ryices.

g the above guarantee period, We will

that Our provision of the Services is th the Services We request that You ou do not need to contact Us in writing remedy problems with the Services as

ems under this Clause 8 where the body is at fault]. If We determine that implete information or action provided nedial work. If We determine that a contractor, We will not carry out any e problem which You may then follow

th respect to the purchase of goods or nd guidance on exercising them, it is Citizens Advice Bureau or Trading rvices with reasonable skill and care, nce or, if that is not possible or done ce to You, You have the right to a rmed in line with information that We that to request repeat performance or, if time without inconvenience to You (or t does not relate to the performance of n in price. If for any reason We are with Your legal rights, We will not any and all costs of such repeat applies, this may be any sum up to the



full Price and, where Yo partial refund. Any suc within 14 calendar days to the refund) and made You request an alternative Services, You also described.

9. Your Obligations

Except where We only provide

- 9.1 If any consents, licence as landlords, planning a obtaining them and Yo consents, licences or ot
- 9.2 You may either give U Times to give Us acces Us.
- 9.3 You must give Us at lea Us to provide the Serv invoice You for cancell Period e.g. 24 hours>> set out in Schedule 2 fo Visit.

10. Third Party Contractors

- 10.1 Where We or You identify products needed in add
- 10.2 We acknowledge that Y those additional service Party Contractor(s) and be involved in the appropriate appoint a Third Party C Third Party Contractor.
- 10.3 Where We are required reasonable efforts to accordance with the Ag
- 10.4 We will require You to the Project and in partic may affect Our provision provision of the Service right to charge You at 0 time We are delayed by

11. Complaints and Feedback

- 11.1 We always welcome for reasonable endeavours positive one, We neve complaint.
- 11.2 All complaints are han procedure, available fro
- 11.3 If You wish to complain in one of the following w

ayment(s) to Us, may result in a full or without undue delay (and in any event which We agree that You are entitled method originally used by You unless to your legal rights relating directly to materials that are faulty or incorrectly

re needed from any third parties such ies or similar, You are responsible for ve applied for and obtained all such Ve contract with You for the Services.

Property or be present at the Agreed eys will be kept safely and securely by

4 hours>> notice if You do not require or at a particular time. We will not notice is given. If less than <<Insert voice You at Our Normal Hourly Rate yould have attended for that cancelled

nent the Project, there are services or following will apply.

nt Third Party Contractors to carry out on as to whether to appoint any Third Contractor(s) to appoint. We will not Party Contractors. If You choose to that case will be between You and the that contract.

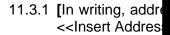
Third Party Contractor(s), We will use that the Services are provided in

keep Us informed of the progress of Third Party Contractor(s) whose work ther adversely or otherwise). If Our Party Contractor(s), We will have the set out in Schedule 2 for the length of or(s) concerned.

omers and, while We always use all perience as a customer of Ours is a rom You if You have any cause for

Our complaints handling policy and

r dealings with Us, please contact Us



- 11.3.2 [By email, addre
- 11.3.3 [Using Our comp
- 11.3.4 [By contacting choosing option

12. Changing the Start Date

- 12.1 If You ask Us to change
 - 12.1.1 We will where re
 - 12.1.2 If it is not poss terminate the Ag
- 12.2 If We ask You to chang
 - 12.2.1 agree a revised
 - 12.2.2 terminate the Ag

13. Cancellation of Contract Duri

- 13.1 Where the Agreement "cooling off" period. This Agreement) has been n
 - 13.1.1 in relation to F delivered. If the period begins or
 - 13.1.2 in relation to Se the Agreement v

This right will not apply

- 13.2 If You wish to cancel the immediately by a clear address or email addre Model Cancellation For
- 13.3 To meet the cancellatio concerning the exercis expired.
- 13.4 If You exercise the righ the Us in respect of the
- 13.5 We will refund money under the refund.
- 13.6 We will process the refu undue delay and, in any are informed of the can
- 13.7 If You exercise the right
 - 13.7.1 We will issue a event no later the and the refund w

S

and/or Position and/or Department>>,

and/or Position and/or Department>>,

instructions included with the form;

<<Insert Telephone Number>> [and n prompted.]]

a revised Start Date with You;

Start Date either You or We may

y either:

od

mises, You have a statutory right to a contract between You and Us (i.e. the

days after the Products have been in instalments, the 14 calendar day the final instalment:

calendar days after the date on which

r Inseparably Mixed Goods.

ooling off period You should inform Us resent by post or email to the postal ms and Conditions). You may use the b.

t for You to send Your communication I before the cancellation period has

ve a full refund of any amount paid to

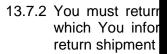
sed to make the payment, unless You You will not incur any fees as a result

It of a cancellation of Services without of 14 days after the day on which We

roducts:

Normal Refund Period>> and in any ter We receive the returned Products ery charges;





13.7.3 We may make a supplied, if the lo

13.8 If the Start Date falls wi for provision of the Sei [This request forms a no You acknowledge and a

13.8.1 If the Services a will lose the right

13.8.2 If You cancel the be required to property inform Us of You

13.8.3 The amount due and the actual S paid for the Ser basis

13.8.4 We will process event no later t cancel.

13.9 Clauses 14 and 15 approximately cooling off period has el

14. Cancellation Before the Start

14.1 In addition to Your rigl terminate the Agreemer follows:

> 14.1.1 If You cancel th We will refund the possible, and in

> 14.1.2 If You cancel th
> We will retain fro
> suffer due to the
> as soon as is recancellation. If (
> We will invoice)
> in accordance w

14.2 We may need to ter unavailability of required outside of Our reasonal You as soon as is reasonal paid as soon as is reasonal termination.

15. Termination

15.1 You may terminate the

15.1.1 We have breac remedy that breacs:

15.1.2 We enter into lic Our assets; thin 14 calendar days of the day on return the Products. You must pay rned under this Clause 13;

und for loss in value of any Products essary handling by You.

d You must make an express request e 14 calendar day cooling off period. process.] By making such a request,

4 calendar day cooling off period, You ices are completed;

on of the Services has begun You will plied up until the point at which You

portion to the full price of the Services d. Any sums that have already been bject to deductions calculated on this

rt Normal Refund Period>> and in any after You inform Us of Your wish to

Agreement after the 14 calendar day

g to the cooling off period, You may s) at any time before the Start Date as

e.g. 28 days>> before the Start Date r sums paid as soon as is reasonably dar days of cancellation.

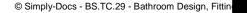
e.g. 28 days>> before the Start Date cover any net financial loss that We und the balance of the Deposit to You any event within 14 calendar days of more than the amount of the Deposit, You will be required to make payment

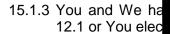
before the Start Date due to the or due to the occurrence of an event cellation is necessary, We will inform efund the Deposit and any other sums any event within 14 calendar days of

te effect by giving Us written notice if:

any material way and have failed to d>> of You asking Us in writing to do

ministrator or receiver appointed over





- 15.1.4 We are unable t (see Clause 17).
- 15.2 We may terminate the A
 - 15.2.1 You fail to make affect Our right t
 - 15.2.2 You have bread remedy that bre so; or
 - 15.2.3 You and We had 12.1;
 - 15.2.4 We have been used weeks due to an
- 15.3 For the purposes of th 'material' if it is not mir deciding whether or no caused by any accident
- 15.4 If at the termination date
 - 15.4.1 You have made these sums will any event within
 - 15.4.2 We have provide be deducted for invoice You for accordance with

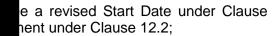
16. Effects of Termination

If the Agreement is terminated

- 16.1 Any Clauses which, eit expiry or termination of
- 16.2 Termination will not rer either You or We may I or before the date of ter

17. Events Outside of Our Control

- 17.1 We will not be liable fo Agreement where the reasonable control. Su service provider failure, and other civil unrest, f terrorism (threatened or preparations for war) beyond Our reasonable
- 17.2 If any event described uperformance of any of
 - 17.2.1 We will inform Y
 - 17.2.2 Our obligations that We are bou



lue to an event outside of Our control

e effect by giving You written notice if:

equired under Clause 6 (this does not due sums under sub-Clause 6.6);

any material way and have failed to d>> of Us asking You in writing to do

e a revised Start Date under Clause

vices for more than <<Insert Period>> ntrol (see Clause 17).

of the Agreement will be considered sequences to the terminating party. In regard will be had to whether it was understanding.

ny Services We have not yet provided, soon as is reasonably possible, and in termination notice:

ave not yet paid for, the sums due will You or, if no refund is due, We will will be required to make payment in

nature, relate to the period after the n in full force and effect.

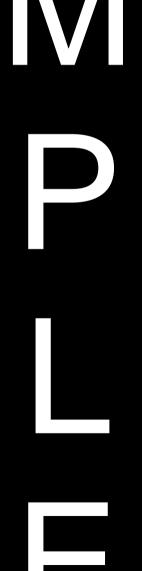
it to damages or other remedy which reach of the Agreement which exist at

performing Our obligations under the from any cause that is beyond Our e not limited to: power failure, internet r industrial action by third parties, riots ms, earthquakes, subsidence, acts of clared, undeclared, threatened, actual ral disaster, or any other event that is

urs that is likely to adversely affect Our Agreement :

bly possible;

rill be suspended and any time limits cordingly;



17.2.3 We will inform Y details of any ne

17.2.4 You or We may

18. Liability and Consumer Right

- 18.1 We will maintain suitabl
- 18.2 Subject to the following foreseeable loss or da Agreement or as a result obvious consequence of Us when the Agreemer damage that is not forest
- 18.3 If We cause any dama additional cost to You. or to Your Property that
- 18.4 We provide Services fo representation that any of any kind. We will n interruption to business
- 18.5 [Whilst We aim to prove the Agreement, dates and Services are provided to will be performed or conformation for the purposes of the beliable for any loss of Services being delayed.
- 18.6 [We will not be liable for equipment or other iten the Services.]
- 18.7 We will not be liable for to follow any reasonable
- 18.8 [Except as to Our liabil shall not be limited), O negligence or breach or relates to:
 - 18.8.1 Design Services [an amount equations]
 - 18.8.2 Fitting Services, amount equal to
 - 18.8.3 Supply Services amount equal to
- 18.9 Nothing in the Agreeme personal injury caused
- 18.10 As a "consumer" as de the purposes of any oth intended to or will excl obligations to You, or Y
 - 18.10.1 the Consumer F
 - 18.10.2 the Regulations
 - 18.10.3 the Consumer F

ide of Our control is over and provide ility of Services as necessary;

luding public liability insurance.

(see Clause 15).

se 18, We will be responsible for any fer as a result of Our breach of the ss or damage is foreseeable if it is an ce or if it is contemplated by You and will not be responsible for any loss or

will make good that damage at no or any pre-existing faults or damage in providing the Services.

rposes only. We make no warranty or lercial, business or industrial purposes any loss of profit, loss of business, ss opportunity.

according to the timetable specified in ery for Products and carrying out the 'e do not guarantee that the Services ose or any other dates or timeframes. not be of the essence and We will not a result of the delivery of any of the ison.

osts, costs of storage of any domestices You suffer arising from provision of

u suffer which results from Your failure

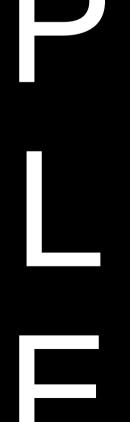
bmplying with sub-Clause 18.3 (which or damage caused as a result of Our ed as follows. Where the Agreement

be limited to [£<<Insert Sum>>] **OR** chargeable for the Design Services];

- e limited to [£<<Insert Sum>>] **OR** [an argeable for the Fitting Services];
- e limited to £<<Insert Sum>>] **OR** [an argeable for the Supply Services].

mit or exclude Our liability for death or fraud or fraudulent misrepresentation.

Rights Act 2015, or as a consumer for egislation, nothing in the Agreement is otherwise affect any of Our duties or Our liability to You, under:



18.10.4 any other consumas that legislation is am For more details of You or Trading Standard Off

19. How We Use Your Personal I

We will only use Your persona Notice>> available from <<inse

20. Other Important Terms

- 20.1 We may transfer (assig party (this may happen inform You in writing. obligations under the A bound by them.
- 20.2 You may not transfer without Our express v withheld).
- 20.3 The Agreement is betw or third party in any wa provision of the Agreem
- 20.4 If any provision of the unenforceable in whole and the remainder of the
- 20.5 No failure or delay by U that We or You have wa provision of the Agreen of the same or any othe

21. Regulations and Information

- 21.1 We are required by the available to You as a C You have both signed to information is already a the information itself eit will make it available to Quotation. All of that in terms of Our contract w
- 21.2 As required by the Regu
 - 21.2.1 all of the information
 - 21.2.2 any other inform business which and accept a Qu

will be part of the terms

22. Law and Jurisdiction

- 22.1 These Terms and Cond (whether contractual or with the law of [England
- 22.2 As a consumer, you w country of residence. N

n,

r to Your local Citizens' Advice Bureau

ction)

<insert document name, e.g. Privacy ched in Schedule 61.</p>

rights under the Agreement to a third Our business). If this occurs We will preement will not be affected and Our rred to the third party who will remain

ns and rights under the Agreement permission not to be unreasonably

of intended to benefit any other person or party will be entitled to enforce any

y competent authority to be invalid or the other provisions of the Agreement III not be affected.

ny rights under the Agreement means vaiver by Us or You of a breach of any You will waive any subsequent breach

at certain information is given or made ake Our contract with You (i.e. before oted the Quotation) except where that of the transaction. We have included Quotation for You to see now, or We u sign the Agreement and accept the ed by the Regulations, be part of the

ause 21.1; and

You about any Services or Us or Our when deciding to sign the Agreement any other decision about Services,

as a Consumer.

the relationship between you and Us rned by, and construed in accordance and] [Scotland].

ndatory provisions of the law in your 1.1 above takes away or reduces your



rights as a consumer to

22.3 Any dispute, controvers
Terms and Conditions,
contractual or otherwise
Wales, Scotland, or No

between you a ionship between givrisdiction of ned by your res

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



DESIGN SERVICES

The following additional Terms and Services (see Clause 7)

Initial Consultation

We will talk to You about Your required aspect into the design of the Bathroom a preference for the position and/or cupboard, or any other items, You she Your Bathroom space and/or give Us a general assessment of that space at

Surveys and Measurements and Inf

EITHER

Our Site survey and measurements o

We will then carry out a site survey are out any structural survey or offer or matters. We will then give You a report the accuracy and completeness of the Your builders / contractors are yet to carry out Our survey, take measurem works, You agree that the following sh

- You will be responsible to ensure and other material features cov
- If We have correctly and accurate the Bathroom, and Your build adhered to the measurements there might as a result be materially set out in Our survey redoors/windows may have been took the measurements.
- If there are any such material and expenses arising from ther
- Those additional costs and exdesign of/redesigning the Batt provide Fitting and/or Supply Signs due to the material differences and expenses might include a charges for altering, re-making rectification work, and Our add
- All such additional charges sh [stated in the Agreement].
- If You do not wish to accept the expenses arising from them, taking measurements until after

OR

No site survey or measurements of Y

The Design Services will not include Bathroom or carrying out any structu structural or other building related mat



AND CONDITIONS

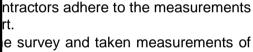
e We provide You with any Design

A

ation. (If You wish to factor any critical to Us at that consultation. If you have n/s, toilet, bath, shower, bidet, airing Us at the same time.) If You describe at that consultation, We will give You



f Your Bathroom but We will not carry ce structural or other building related surements. We will be responsible for ws. Where building or other works by d but You nevertheless require Us to vey report before completion of those



e survey and taken measurements of nplete their works but they have not stures covered by Our survey report, the finished Bathroom space and the se walls / surfaces / floors / ceilings / ed when We carried out the survey or

hat You will bear any additional costs

Our additional charges for altering the tional necessary Visits, or, where we or supply materials or products which, ype, or number, those additional costs Our supply of products, Our additional materials or products or other error lditional necessary Visits.

ourly rate [of £<<Insert Figure>>] OR

differences occurring or the costs and efer carrying out Our site survey and ther works are complete.



vey or taking measurements of Your reproviding opinions or advice about that the following shall apply:

- In addition to giving Us mea information about the Bathroor any low ceilings, variation in fl features that may affect the ar to be fitted.
- Unless We agree otherwise, W be shown on a two-dimensional to provide information and mea
- We will work exclusively from the You or Your appointed agent g
- You will be solely responsible f
- In providing the Design Servic responsible for checking, that liability for material errors in su
- Where such information or m design is inappropriate for the Fitting and/or Supply Services, number is wrong as a res measurements, You agree that
- Those additional costs and exdesign of/redesigning the Bath We order or supply materials of costs and expenses might in additional charges for altering error rectification work, and Ou
- All such additional charges sh [stated in the Agreement].
- If You are having relevant bu works are only to be complete Bathroom, there will be a ris incorrect (in particular because unknown / unfinished at that complete and accurate inforr information or measurements of You do not defer doing so, a expenses as outlined above.]

Provisional Design

After We have the measurements of produce a Provisional Design in writing may include alternative suggestions by include the following elements:

- Description and details of the
- Floor plan for the re-design of t
- Elevations
- Lighting plan
- List of types of parts required for cabinets, appliances, hot water
- Photo-realistic 3D visuals
- <<Insert further or other details

The Provisional Design will also incluwill only be indicative because an exa Design and We have given You figur Services. If You instead intend to end

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

the information and measurements to You to the extent that it is practicable such a plan.

d measurements of the Bathroom that

such information and measurements. es, We will not check, and will not be easurements and We will accept no

ements.
erially incorrect and as a result Our
naterial respect, or, where we provide
erials or products whose size, type, or
materially incorrect information or

our additional charges for altering the ide Fitting and/or Supply Services and size, type, or number, those additional ice for Our supply of products, Our those materials or products or other my additional necessary Visits.

ng additional costs and expenses.

ourly rate [of £<<Insert Figure>>] OR

Irried out to the Bathroom and those mation about or measurements of the or measurements will be materially s / ceilings / doors / windows may be t compile accurate measurements or prefore instead defer giving Us that Iding 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 luced until You have approved a Final r the necessary Fitting and/or Supply to implement the Final Design (or an version of a Provisional Design), You possible costs of implementation.

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

Final Design

Once You have considered the Provision with You and receipt of any further in process, provide You with further suggestions.

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

All versions of Our Provisional Desi contained in either any sales literature general illustrative purposes and We c include or match anything in any such

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

Once You have signed-off a final Provif the Final Design does not fully and c of any aspect of the design, measurer in the final Provisional Design, You opportunity to clarify any Matter and/o When You sign the final Provisional De it meets Your requirements. The Fina and/or Supply Services that We procompletion by Us of the Design Service

Ownership of Rights

Any intellectual property rights in any Design or any other items or information time shall at all times remain Our excession items or information for the sole You may not copy, reproduce or commit for any other purpose without Our pr

roximate budget as even indicative of

Your requirements based on initial Bathroom, and it is intended to form to subsequent changes to meet Your rovisional Design will not be final or Supply Services or for You to carry out

develop it through further discussions ts from You. We may, as part of that for materials.

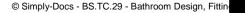
ular version of the Provisional Design it to indicate Your approval of it, will it

strations, descriptions or other items our website are only intended to be for or undertake that the Final Design will

sign, it will supersede and replace all its and requirements which You or We

hal Design, We will not be responsible irements. Therefore, if You are unsure other aspect of the design contained with Us to enable Us to have an onal Design if it is necessary to do sopproval of it and Your confirmation that You will form the basis of any Fitting usign the Final Design that will be

raft or final Provisional Design, Final in hard copy or electronic form at any someone on Your behalf may use any ng Our design for Your Bathroom but ty any such item or information or use



FITTING SERVICES

The following additional Terms and Co (see Clause 7)

General

If You order Fitting Services and We the Final Design by signing a copy of comply with your obligations under the

If You (or a third party on Your behal Fitting Services for You based on it implement any such design. You will n We will then confirm in Our discretion We are not able to do so or that Your We are prepared to implement it, W detailed plan and will treat it for the approved by You).

We undertake that We will fit the Pr (whether appliances or other items) su by the Fitting Services.

We undertake that Our Fitting Services

All Products that We use in the Fitting warrant or undertake that any such descriptions or other items contained i website. All of those designs illustrati general illustrative purposes.

Scope of Our Fitting Services

We will do the following:

- assemble, fit, install and plum shower, washbasin, toilet, bide immersion heater, washing ma
- where You provide appliance machine, tumble dryer) which installation if electricity is alre supply, suitability, condition or not supply as part of the Produ
- where You supply any other it not responsible for the selection
- fit basins into vanity units etc.,
- seal all joins and cut-outs. Unl select the sealant colour on the
- << Insert any further details>>

Delay

We may reasonably refuse to start w your obligations under the Terms and cost of any such delays) which arise a

If it appears that any wall is incapable any utility supply or connection is un suspend work until You have had the r



AND CONDITIONS

provide You with any Fitting Services

al Design which You then approve as the Fitting Services provided that you

Your Bathroom, We will only provide in writing to do so. If You ask Us to detailed plan of it with Your Order and to implement it. (We may decide that ry detail or is unsuitable.) If and when n for Fitting Services based on Your hent as a Final Design (i.e. a design

y to You, if any, together with items ich We have agreed are to be covered

hplement the approved Final Design.

Final Design, but We do not represent, nything in any designs, illustrations, literature or in other material or on our her items are only intended to be for

lucts that We supply (including bath, es, kickboards, cover panels, hot tank,

ot tank, immersion heater, washing t, We will complete basic appliance re not responsible for the selection. h appliances] [appliances that We do

eed to fit, We will fit them but We are performance of any such items. he unit).

agreed otherwise in writing, We shall most suitable.

work where You do not comply with responsible for any delays (and the

s or other items that We are to fit, or adequate or of poor quality, We may s carried out.



Care of Property and Damage etc.

Contents at the Property other than in We will take all reasonable steps to pr the Property (and that will include Our We cannot take responsibility for any steps. We will not take responsibility f after We begin work where We have to our work and We have reasonably a

Contents in the Bathroom

We will not take responsibility for an Bathroom after We begin work in it.

Damage to Bathroom

We will not be responsible for any deciling, door or window in the Bathroshelves, baths, showers, washbasing machines, tumble dryers, lighting, fixed due to Our negligence. Unless We plastering, painting, papering, tiling, installation or other work, We will not Bathroom.

Other damage

We will make good at Our own expensions fitting Services to the plaster, floor, any area of the Bathroom, but We do surrounding wallpaper or paintwork.

Cleaning and Redecorating

You will be responsible for any cleanecessary to the Bathroom after We h

Making good: general

Except as set out above:

- We will ensure that the carrying items at the Property, to the Property
- If it does cause any such dam reasonably possible.

Structural or other defects

We do not accept any responsibility for resulting from structural or other defect or anomalies at the Property which mig

Security

We will, where necessary, provide te Bathroom from the elements. We wi temporary materials.

Waste

We will properly manage and arrange from the Property that results from Out

Your Additional Obligations and Re

You agree that, in addition to Your Conditions, You:

are responsible for ensuring be
 the Final Design compl

ishings and wall and floor coverings in n if and as reasonably practicable) but to those items if We have taken such g to any items that You leave in place hat they are at risk and/or an obstacle

any property that You leave in the

to plastering, tiling, decoration, floor, removal of existing fitted cupboards, tanks, immersion heaters, washing ns in the Bathroom except where it is Scope" above any work comprising flooring, window or door removal or out any such installation or work in the

cause in the course of carrying out the or brickwork immediately surrounding specialised finishes, such as artex, or

(but not removal of waste) which is Services.

vices does not cause any damage to ns You provide for Us to fit; and od at Our own expense as soon as is

nroom or any other part of the Property nust inform us of any structural defects by the Fitting Services.

boarding to protect the interior of the y security risks associated with these

sal of all waste generated or removed ices.

responsibility under the Terms and

Services that, and You warrant that: and council regulations, and that You



have obtained consent incurred in obtaining the

- You have applied for all are needed from any authorities or similar.
- any appliance, accessors
 suitable for use with the
- existing wiring, gas, was legal and good workma
- You have located and a
- must provide Us with all neces which You provide to Us to fit for their proper and safe installant
- must clear the Bathroom site commencing work. This include where We have specifically agree
- allow us to store or keep in the we are not carrying out the Fitti
 - Our Products and mate
 - the tools and other equi
- accept and agree that:
 - once We have left any I delivered to You and Y loss or damage to them
 - You will be responsible and will account to U negligence or that of an
- are responsible for ensuring the
 - We have access through that such access is and
 - We have a parking peri the time We are providir authority.
 - We can access and us volt 3-pin sockets).
 - We can access and use
 - We can use your toilet a
 - We have and can use s for Us to carry out and c
 - You follow Our reasons work (whether it is work of the Property in gene care and maintenance.
 - You co-operate with Us and completion of the F

egulations, and agree that any costs ble by You.

s, licences or other permissions if any landlords, planning authorities, local

item supplied by You for Us to fit is s that We provide.

k within the Property is generally of a

wiring or pipe work.

writing of appliances and other items tion appliance dimensions) necessary

han items We are to fit) prior to Us bathroom cupboards or units except these.

e in or at the Property] at times when

Supply Services; and ting Services

our Property, they will be regarded as them and will account to Us for any oss or damage; and

care of the tools and other equipment age occurring to them due to Your sitor to the Property.

e Bathroom at the Agreed Times and adequate.

operty) which We can use throughout required or imposed by a local or other

electrical outlets (from normal 220/240

ot and cold running water.

erty as may be reasonably necessary ces.

to safety and the state of either Our s) or the Bathroom and adjacent areas and restrictions on appropriate usage,

ecessary to facilitate Our carrying out



SUPPLY SERVICES

The following additional Terms and Services (see Clause 7)

Risk in the Products

The responsibility (sometimes referred with Us until it has been physically del (even if Product is fitted later).

Ownership and Retention of Owners

Until We have received payment in fu supply to You, the legal and benefici Product has passed to You). Upon pay

Our Right to Repossess Products N

If We do not receive payment in cash within the time which the Agreement Product without notice. If necessary, other Product/s or item/s in or forming enter Your Property for the purpose of any other rights You may have.



AND CONDITIONS

e We provide You with any Supply

age to or loss of any Product remains at which point the risk will pass to You

ts

ds for any Product that We contract to hall remain in Us (even if risk in that ou will own it.

properly issued invoice for any Product Ve shall be entitled to repossess that tach or remove that Product from any ou hereby irrevocably authorise Us to inder this clause. This does not affect



S

THIS AGREEMENT is made the

BETWEEN:

- 1) <<Name of Supplier>> [a com <<Company Registration Nu Address>> ("the Supplier" or "V
- 2) <<Name of Customer>> of <<I

BACKGROUND:

- (1) The Supplier provides bathroc clients and has reasonable skill
- (2) The Customer wishes to engage services specified below ("the statement of the statem
- (3) The Supplier agrees to provide and Conditions and the terms of

IT IS AGREED as follows:

1. The Agreement

- 1.1 A legally binding contra the following have occu
 - 1.1.1 You and We sign
 - 1.1.2 We issue a sign
 - 1.1.3 You countersign
 - 1.1.4 We receive any
- 1.2 After that contract is cre and insert information ir
- 1.3 This Agreement is subject
- 1.4 In this Agreement, wor have in the Terms and
- 1.5 We confirm and You ad of the Quotation signe information (save where transaction):
 - 1.5.1 The main charac
 - 1.5.2 Our identity and
 - 1.5.3 The total amoun cannot be calcul
 - 1.5.4 The arrangemer which) We unde
 - 1.5.5 Our complaints

untry of Registration>> under number red office is at] **OR** [of] <<Insert

istomer" or "You"))

and/or supply services to consumer se in that field.

the [design] OR [supply][and][fitting]

stomer, subject to the attached Terms

will be created when (and only when)

iplicate; and

by of it; and

countersigned copy to this Agreement

Dur Quotation.

he attached Terms and Conditions.

ters have the same meaning as they

fore the date when We attach a copy made available to You the following ady apparent from the context of the

s including taxes or, if the total amount ner in which it will be calculated;

ance and the time by which (or within ices;



1.5.6 The duration of indeterminate duterminating it.

2. The Services

- 2.1 We will:
 - 2.1.1 begin to provide
 - 2.1.2 aim to complete
 - 2.1.3 provide the Ser other times as Y
 - 2.1.4 [provide the [Su Address>>] **OR** at <<Insert Addr
 - 2.1.5 perform the Serv
- 2.2 [We will provide the De and Conditions. If, afte agree on the details of services, and You then out by Us in a Quotati Agreement, then, subjectives for that sum ar

OR

2.2 [We will provide the Firand Conditions and tho to below] [together with We agree on the sum p by You to be fitted by I set out by Us in a Quot Agreement, then, subje Services for that sum at

AND/OR

- 2.2 [We will provide the Su and Conditions and tho to implement the Final I materials reasonably r Products. If We and Yo materials to be supplied wish to proceed, the F them will be set out by attached to this Agree provide the Supply Set them.]
- 2.3 You and We may agree this Clause 2 from time

3. Price and Payment

You will pay the sum of £<<Ins Services]. This sum may be brown

3.1 [£<<Insert Sum>> for p

OR

applicable, or if this Agreement is of nded automatically, the conditions for

Date of <<Insert Date>>;

Date>>;

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

es at the Property located at <<Insert

Clause 2.2.

in Schedule 1 of the attached Terms I consultation with You, You and We the sum payable for providing those letails and the sum payable will be set a signed by You and attached to this We will be bound to provide those and to pay for them.]

in Schedule 2 of the attached Terms the fitting of [those Products referred] items supplied by You]. If You and ducts [and on the items to be supplied n to proceed, the sum payable will be en signed by You and attached to this 'e will be bound to provide the Fitting nd to pay for them.]

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

etails in the attachments referred to in en note of the variation concerned.

n Services] OR [[Fitting][and][Supply]

rvices];



3.1 [£<<Insert Sum>> for p

AND/OR

[£<<Insert Sum>> for Products)].

- 3.2 [Our standard hourly rathe Terms and Condit Sum>>].
- 3.3 <<Insert full details of or</p>

4. Waiver of Cooling Off Period

- 4.1 By signing this Agreen immediately and not to the Terms and Conditio
- 4.2 You acknowledge that for the Services provid cancel, as set out in Cla
- 4.3 You acknowledge that performed within the 14

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

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

S

A

vices];

Services (including the Price for the

(where We carry out such work which rged at an hourly rate) is £<<Insert

detailed in the Quotation>>

commence provision of the Services g off period referred to in Clause 13 of

to cancel You will be liable to pay Us which You inform Us of Your wish to Conditions.

t to cancel if the Services are fully

MOD

To: <<Supplier to insert Supplier's G Email Address>>

I/We (delete as appropriate) hereby (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:

S

DRM

d, where available, Fax Number and

delete as appropriate) cancel my/our



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