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## **JOINER TERMS AND CONDITIONS – CONSUMER CLIENTS**

### **1. Definitions and Interpretations**

**1.1** "Agreement" shall mean these agreed Terms and Conditions for the supply of Products and provision of Services.

**1.2** "Consumer" shall mean the person who deals as a consumer as defined by section 12 of the Unfair Contract Terms Act 1977.

**1.3** "Customer" shall mean the person that orders the Products and Services from the Supplier and who is defined as a consumer in accordance with section 12 of the Unfair Contract Terms Act 1977.

**1.4** "Order" shall mean the formal acceptance of the Proposal by the Customer.

**1.5** "Products" shall mean all Products supplied by the Supplier in the course of this Agreement.

**1.6** "Proposal" shall mean the written statement of the Products and Services that the Supplier offers to the Customer.

**1.7** "Services" shall mean all Services supplied by the Supplier in the course of this Agreement.

**1.8** "Supplier" shall mean the party contracted to provide the Products and Services under this Agreement.

**1.9** "Terms and Conditions" shall mean this agreed written contract between the Supplier and the Customer.

**1.10** "Works" shall mean the work carried out as part of this Agreement and the physical location of the work being carried out.

**1.11.** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.12** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Introduction**

**2.1** No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by the Supplier or a person authorised to sign on the Supplier's behalf.

**2.2** Nothing in these Terms and Conditions shall affect the Customer's statutory rights.

### **3. Proposal**

**3.1** The Proposal given on or attached to these Terms and Conditions will only remain valid for a period of *[Insert number of days, e.g. 14 days]* days.

**3.2** The Proposal must be accepted by the Customer in its entirety and without modification.

**3.3** Acknowledgment and acceptance of this Proposal is made by the Customer placing an Order within the period specified in paragraph 3.1 above, at which time the Customer will be bound by these Terms and Conditions. Such contract is hereinafter referred to in these Terms and Conditions as "an Order".

**3.4** An Order is only accepted once the Supplier confirms acceptance to the Customer in writing.

**3.5** The Supplier reserves the right to refuse any Order.

### **4. Products and Services Specification**

**4.1** The Products and Services provided by the Supplier to the Customer are those detailed in Schedule 1 of these Terms and Conditions.

**4.2** If the Customer wishes to vary any of the Products and Services provided the written consent of the Supplier must be obtained. The Supplier must be informed in writing within *[Insert number of days, e.g. 14 days]* days of acceptance of the Order of any changes, alterations, reductions or cancellations.

**4.3** The Supplier reserves the right to make additional charges for any agreed written variation to Schedule 1 of these Terms and Conditions.

**4.4** Any descriptions, promotional material, drawings or sketches provided by the Supplier or third parties are for illustrative purposes only and to provide an outline of what will be provided, unless agreed in writing between the parties.

**4.5** The Supplier will begin delivering the Products and Services at the time and date specified in Schedule 1 of these Terms and Conditions. The Supplier reserves the right to vary the time and date, and shall inform the Customer of any variation.

**4.6** The start date for delivery of the Products and Services is an estimate only and is not guaranteed by the Supplier. The start date shall not be of the essence in this Agreement.

**4.7** The Supplier shall not be liable for any costs; damages or losses caused either directly or indirectly by any delay in delivering the Products and Services to the Customer.

**Remaining clause headings only listed below:**

**5. Price**

**6. Title and Payment**

**7. Delivery and Risk**

**8. Supplier Obligations**

**9. Customer Obligations**

**10. Warranties and Guarantees**

**11. Exclusions**

**12. Indemnities**

**13. Complaints**

**14. Cancellation**

**15. Termination**

**16. Notices**

**17. Force Majeure**

**18. Waiver**

**19. Assignment**

**20. Severance**

**21. Entire Agreement**

**22. Jurisdiction**

**SCHEDULE ONE**

**SUPPLIER**

**CUSTOMER**

**DESCRIPTION OF PRODUCTS TO BE SUPPLIED:**

**DESCRIPTION OF SERVICES TO BE SUPPLIED:**

**LOCATION OF WORKS:**

**START DATE:**

**WORKS TIMETABLE AND MILESTONES:**

**PROJECT PRICE:**

**PAYMENT TERMS:**

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