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## **STANDARD TERMS AND CONDITIONS FOR CONSUMER SUPPLY OF SERVICES (PROPOSAL FORM)**

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE PROPOSAL GIVEN OVERLEAF OR ATTACHED AND ANY SUBSEQUENT CONTRACT BETWEEN US FOR THE SUPPLY OF THE SERVICES DETAILED IN THIS PROPOSAL. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.

### **1. Formation of a Contract**

**1.1** 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.

**1.2** Acknowledgment and acceptance of this proposal is made by you placing an order within the specified period in paragraph 1.1 above, at which time you will be bound by these terms and conditions. Each proposal accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order".

**1.3** No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

**1.4** Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be

entitled in relation to the goods / and or the work the subject of this order.

**1.5** These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

## **2. Our Responsibility**

**2.1** We will ensure that all materials supplied comply with safe building practices and are free from defects and that any work carried out is carried out with reasonable care and skill and to a reasonable standard.

**2.2** Before starting any work we will carry out an inspection to make sure that all work quoted is appropriate and practicable.

**2.3** If after our inspection any further work is necessary either because of alterations in design, specification or otherwise and this causes an increase in costs we will send you a further proposal giving details of the extra costs and will only proceed with the works once your written acceptance has been received.

**2.4** Subject to paragraphs 2.2 and 2.3 we will carry out the work in accordance with our proposal.

**2.5** We will make good any damage caused whilst carrying out the work.

## **3. Your Responsibility**

**3.1** You will permit us during normal working hours to carry out an inspection and thereafter to undertake the works according to the programme set out in the proposal.

**3.2** You will remove all items necessary to allow us to commence the works and cover and protect all fixtures and fittings, which cannot be removed.

**3.3** You will obtain all permissions and consents, (including if necessary planning permission) from landlords, local authorities and others, which are required before the work can commence.

**3.4** Where you are required to provide us with measurements or other information such measurements or information must be correct. If we rely on the measurements or information given when preparing our proposal and such measurements or information are incorrect we reserve the right to increase the price to make good any errors or additional works required as a result.

**Sample document – the remaining are clause headings only**  
**Full document contains all clauses**

**4. Type(s) of Work Undertaken**

**5. Deposit**

**6. Cancellations**

**7. Force Majeure**

**8. Guarantees**

**9. Exclusions**

**10. Complaints**

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