

IE-SGAcst22

## **Shop fitter contract**

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**This agreement is dated:** [            ]

**It is made between** [company name] [            ]

**of** [Address] (            "            ")

**And** [            ]

**of** [Address] (            "            ")

**Background**

The purpose of this agreement is to set out the legal contract between the Shop Fitter and the Client and to

**The terms of this agreement are:**

**1. Definitions**

In this agreement, the following words shall have the following meanings,  
:

"Confidential Information" means all personal and business information about the parties to this agreement. It includes among other things: information ,

;

data or information relating to suppliers, product plans, finance, performance, operations, customer relationships, customer profiles, ,

;

"Detailed Specification" means the agreed specification of work

"Design Proposal" the specification for the Project contained in plans, drawings and samples submitted by the Shop Fitter. Where the context require "            "

"Project" means the work including equipment, fixtures and fittings to be done by the Shop

"Intellectual Property"	means intellectual property of every sort including Design, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence during work on the Project; and including, among others, patents, trade marks, unregistered marks, copyrights, software, domain names, discoveries, -
"Site"	means premises [retail shop, service shop or store] on which work is
"Timetable"	means the timetable specifying the time [dates] for the completion of each of the phases of the Project as set out in 2

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.3. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.4. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

### 3. The basic contract

- 3.1. Subject to the acceptance of the Design Proposal by
- 3.2. The Shop Fitter agrees that all work
- 3.3. The Shop Fitter agrees to provide
- 3.4. The Client shall provide the Shop Fitter with full free and uninterrupted access to the Site at all
- 3.5. [The Shop Fitter's [van] will occupy three car
- 3.6. [Extra time will be incurred if the Client [ 8 . 00 ] [ 5 . 00 ]

### 4. Representative liaison

- 4.1. The Shop Fitter and the Client shall each
- 4.1.1 organising [weekly / monthly]

4.1.2 providing all information and documentation

4.2. Each month the Shop Fitter's representative shall prepare a progress

3

## 5. Design approval procedure

5.1. [As soon as possible / within [number]  
],

5.2. With the Design Proposal (and each subsequent version, if any)  
[ /  
]  
[ 7 ]

5.3. The Client shall within [seven]

5.3.1 his approval as drawn; or

5.3.2 his comments and/

5.3.3 If the Client fails to respond

5.4. The Shop Fitter shall take account of all reasonable comments and/or requests

5.5. The process described above shall be repeated  
( )

5.6. If the Client requires an amendment to the Design Proposal to take account of any design,

5.7. Within [seven] days of having received any version of the Design Proposal, the Client may terminate this contract

5.8. The Client shall not

5.9. If the Client terminates the contract:

5.9.1 the Intellectual Property rights in all elements of

5.9.2 all terms of

## 6. Project management procedure

6.1. When the Design Proposal has been agreed between

6.2. The Client shall provide to the Shop Fitter

6.3. All work on

6.4. The Shop Fitter will endeavour to match materials, which vary in figure,  
/ ,  
[ , , , ].

6.5. The Client acknowledges that he has [ / / ] .

6.6. Access to the Site will be provided by the Client from [7.30]  
[ 5 . 30 ] .

6.7. Upon completion of the Project, the Shop Fitter

6.8. When the Project is

6.9. Unless otherwise stated in the

## 7. Content of Detailed Specification

The Detailed ( ):

7.1. materials specifications;

7.2. manufacturers specifications and recommendations;

7.3. manufacturers' warranties;

7.4. a list of

7.5. agreed colours, ;

7.6. full interior design drawings.

7.7. [\[other information, if any\]](#)

## 8. Variations

8.1. The Client shall be entitled at any

8.2. The Client shall provide the Shop Fitter

8.3. Within [\[3\]](#) days of receipt of such a



8.3.1 the estimated number of additional hours of work;

8.3.2 any necessary alteration to the Timetable;

as are caused by the proposed modification.

8.4. If the Client elects to proceed with the modification within [ 3 ]

8.5. If modification is requested after the Designed material has been substantially fixed on the

8.6. If the Shop Fitter modifies the whole or any part of the Design

8.7. The Client acknowledges that the Intellectual Property

## **9. Price and payment**

9.1. The Client shall pay

2 .

9.2. The Shop Fitter shall during the continuance of this

9.3. Each invoice submitted to the Client for time charged by the

9.4. The Shop Fitter reserves the right to charge the Client interest in respect of the late payment of any sums

( )

[ 5 ]

- 9.5. The cost of work
- 9.6. The Client will make payment [ 7 ]
- 9.7. If the Client cancels
  - 9.7.1 all work done to the time the
  - 9.7.2 a fair sum for management and overhead time;
  - 9.7.3 the cost of all materials purchased or committed by the

## 10. Safety and insurance

- 10.1. The Client warrants that he:
  - 10.1.1 holds and will maintain appropriate insurances and in particular, occupier's
  - 10.1.2 will provide a safe place
  - 10.1.3 has made arrangements with relevant third parties, statutory authorities and
  - 10.1.4 will arrange for his own employees and contractors to facilitate the work of the

10.2. The Client warrants that the Site [and any ]

10.3. The Shop Fitter undertakes to obtain insurance against liability for negligence in work

## 11. Confidentiality

11.1. In this paragraph, "Damage" ,

11.2. Each party to this :

11.2.1 divulge to any person whatever or otherwise make use of ,  
;

11.2.2 post any text, nor image, nor audio- ,

11.3. The parties agree that any Damage arising directly or indirectly,

11.4.

11.5. [ ] ,

## 12. Use of sub-contractors

12.1. [ ]  
[ ] ;

*OR*

12.2. [ ]  
[ ] ;

12.3. remains liable for the performance of this contract;

12.4. [ ]

12.5. [ ] / [ ]  
[ ] .

*OR*

12.6. [ ]  
[ ] .

*OR*

12.7. [ ] - [ ]

## 13. Disclaimers and limitation of liability

13.1. [ ]

13.2. [ ] ,  
[ ] .

13.3. [ / ]  
:

13.3.1 useful to the Client;

13.3.2 fit for a particular purpose.

13.4. :

13.4.1 ;

13.4.2 , , ,

13.5. ,  
'Default' .

13.6. .

OR

13.7. €[ 0 ,  
000 ].

13.8. ,  
( )

13.9. .

13.10.

[ 28 ]

13.11.

13.12.

13.13.

13.14.

(

)

13.15.

## 14. Indemnity by the Client

14.1. the Client's breach of this agreement;

14.2.

14.3.

## 15. Assignment of this contract

15.1.

, [

,

].

15.2.

.

## 16. Uncontrollable events

16.1.

, [

].

*OR*

16.2.

[ ]

,

,

*OR*

16.3.

[

],

[ 7 ]

,

.

16.4.

-

.

16.5.

16.6.

16.7.

16.8.

16.9.

16.10.

## 17. Miscellaneous matters

17.1.

17.2.

17.3.



17.4.

17.5.

17.6.

It shall be deemed to have been delivered:

;

72 ;

- : 24 . [

- . , ]

17.7.

17.8.

17.9.

17.10.

Signed by [Shop Fitter name] on behalf of [company name] as its / his representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

Signed by [Client name] on behalf of [company name] as its / his representative who personally accepts liability for the proper authorisation by [company name] to enter into this agreement.

## **Schedule 1: Description of the Project**

*[Enter detail/ work description]*

## Schedule 2: The Timetable

[

].

# Explanatory notes:

## Shop fitter contract

### Paragraph specific notes

Drafting notes, using the document paragraph numbers

#### 1. Definitions

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have used the term "Project" to define the task, services you provide to the client. This is quite generic term and

By all means use the search/replace function in your word processor to change them. If you do change a defined term, make sure it

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the

#### 2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered in the context of this agreement and has been included for a purpose.

#### 3. The basic contract

This paragraph is concerned with the basics of what each side is expected to

The obligation of the client to provide access, facilities and so on, depends on your business model and how you operate on each site. This is a practical provision. Edit as much as you like. But we suggest you do cover points that may be

#### 4. Representative liaison

The provision for representative liaison should be re-written to reflect the precise arrangements proposed. Regular review meetings

## **5. Design approval procedure**

The design approval procedure provides a mechanism for considering multiple alternatives to the client so that he has a real choice. To reduce the cost of the design work, the

It enables your client to reject the initial design proposals without financial liability for more than the agreed cost to that stage. Although it is unlikely that this will happen often, it provides for the

“

If your client has obtained design work elsewhere, of course your role will be

## **6. Project management procedure**

This paragraph is also flexible. We have effectively provided many options. Although “neutral”

## **7. Content of Detailed Specification**

Approval of “Detailed Specification” merits more importance than either party is usually willing to give it. A properly drawn specification is the basis of the contract, to which either party can turn in the event of question or misunderstanding. A good specification is the foundation of a litigation

## **8. Variations**

We have no comments.

## **9. Price and payment**

The shop fitter should consider carefully the provisions relating to completion and payment. It is important

In the section on price and payment, provision is made for a procedure which will enable the shop fitter to call

It is inevitable that your client will propose charges. It is therefore

## **10. Safety and insurance**

This paragraph has been drawn on the assumption that you will edit to suit exactly how you do business. What you include may also vary with each contract. If your client is happy to lend you his

Coupled with the insurance provision, you should at least be

## **11. Confidentiality**

A useful provision for

## **12. Use of sub-contractors**

This important issue should be covered carefully. Consider not only

## **13. Disclaimers and limitation of liability**

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for your employees

As drawn, you have very little liability. The extent to which you are able to avoid liability in practice will

**14. Indemnity by the Client**

We suggest no change.

**15. Assignment of this contract**

Give careful thought to this. Consider the circumstances on both sides

**16. Uncontrollable events**

The shop fitter is in a business where uncontrollable events do happen.

**17. Miscellaneous matters**

A number of special points. We have identified each of these as

**Schedules 1 and 2**



The detail should .

**End of notes**