IE-TCpro03

Terms and conditions template: professional consultancy business; includes terms of sale for supporting product or systems

Terms and Conditions

These are the terms and conditions subject to which we allow you to use Our Website. By visiting or using Our Website, or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	■ .
“Services”	means all of the services available from Our Website, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Supporting Product”	means any physical product we supply in ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
“Work”	means the work we do to provide the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2. Interpretation

Unless the context clearly requires otherwise, the interpretation of this agreement shall ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

2.8. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ , [■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ € 200 ■ ■ ■ ■ ■ ■ ■ ■].

2.9. these terms and conditions apply to all supplies of Services by us to you. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

3.7. As an exception to the last previous sub paragraphs, the parties do rely ■ ■ ■

4.9. If we give you free access to a Service or feature on Our Website which is normally a charged feature, and that Service or feature is usually subject [redacted], [redacted].

4.10. We may change this agreement and / or the way we provide the Services, [redacted]. [redacted]:

4.10.1 the change will take effect when we post [redacted];

4.10.2 you agree to be bound by any changes. If you do not agree to be bound by them, [redacted];

OR

4.10.3 we will give you notice of the change. If you do not accept the change, we will refund the money [redacted];

4.10.4 if you make any payment for Services or Services in the future, you will do so under [redacted].

OR

4.11. Our contract terminates on the earliest of:

4.11.1 our completion of any Work or Service for which you have paid us. If there is any doubt as to when [redacted], [redacted], [redacted];

4.11.2 our having worked for the amount of time for which you have paid us, [redacted].

4.12. You do not become a client for the time when after completion of one piece of Work we start another. Each piece of Work is a new retainer which terminates when that Work is done. If we should give advice on the same [redacted], [redacted].

4.13. There is no contract between us for any free Service, so you do not become a client by using any free Service and we are not [redacted].

© Andrew Taylor and Net Lawman Ltd

4.14. The price of any Service or Supporting Product may be changed by us at any time. We will never change a price so as to affect the ■ ■ ■

■ ■ ■

8. Cancellation and refunds

This paragraph applies if you buy as a consumer as defined in the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013. Provided the ■ ■ ■

8.4. The following rules apply to cancellation [redacted] :

8.4.1 If you have ordered a Supporting Product, but not received it, you may cancel your order without giving a reason, at any time within 14 days [redacted] . [redacted] .

8.4.2 If you have ordered a Supporting Product, and received it, you may cancel your order at any time within 14 days of the date you received the Supporting Product. You must tell us that you [redacted] . [redacted] 14 [redacted] .

8.4.3 We will return your money subject [redacted] :

8.4.3.1 we receive the Supporting Product in a condition in which we can re-sell it at full price , [redacted] , [redacted] .

8.4.3.2 you comply with our procedure for [redacted] . [redacted] .

8.5. The option to cancel your order is not available if the [redacted] , [redacted] .

8.6. You are responsible for the cost of returning the Supporting [redacted] . [redacted] , [redacted] - [redacted] .

8.7. In any of the [redacted] , [redacted] 14 [redacted] .

9. Liability for subsequent defects

9.1. Please examine the Supporting Product immediately you receive it. If you [redacted] 30 [redacted] , [redacted] .

© Andrew Taylor and Net Lawman Ltd

9.2. The procedure to [redacted] :

9.2.1 the Supporting Product must be returned to us [redacted] [[redacted]] [redacted] .

9.2.2 before you return the Supporting Product to us, please carefully [redacted] - [redacted] [[redacted] , [redacted] , [redacted] [redacted]] [redacted] .

9.2.3 please follow the returns procedure [provided on Our Website / set out on the [redacted] / [redacted] .]

9.3. We will [redacted] :

9.3.1 we receive [redacted] .

9.3.2 you comply with our returns [redacted] . [redacted] .

9.3.3 you tell us clearly what is the fault you [redacted] , [redacted] , [redacted] .

9.4. If any [redacted] , [redacted] :

9.4.1 repair or replace the Supporting Product, or

9.4.2 refund the full cost [redacted] .

10. Supporting Products returned

These provisions apply in the event that you [redacted]

© Andrew Taylor and Net Lawman Ltd

10.1. We do not accept returns unless there was a [redacted] .

10.2. Before you return a Supporting Product to us, please carefully re - [redacted] .

10.3. The Supporting Product must be returned [redacted] [14 [redacted]].

10.4. So far [redacted] :

10.4.1 with both Supporting Product [redacted] ;

10.4.2 securely wrapped;

10.4.3 including our delivery slip;

10.4.4 at your risk and cost.

10.5. The procedure for return of Supporting Product is set out on [redacted] .

OR

10.6. You must tell us by email message to [address] you that you would like to return Supporting Product, specifying exactly which Supporting Product [redacted] .

OR

10.7. Detailed instructions for returning a faulty Supporting Product are on Our Website at [URL]. Please [redacted] :

© Andrew Taylor and Net Lawman Ltd

[redacted] , [redacted] .

10.8. In returning faulty items please enclose [redacted] .

10.9. If we agree [redacted] , [redacted] :

10.9.1 refund the cost of return carriage;

10.9.2 repair or [redacted] .

11. Security of your credit card

We take care [redacted] .

11.1. Card payments are not processed through pages controlled by us. [redacted] .

11.2. If you have asked us to remember your credit card details in readiness for your next purchase [redacted] , [redacted] . [redacted] .

12. Service provision

12.1. The Services are listed and described on Our Website. Once you [redacted] , [redacted] .

12.2. In order to provide [redacted] , [redacted] :

12.2.1 access to the [redacted] [[redacted]] [redacted] ;

© Andrew Taylor and Net Lawman Ltd

12.2.2 access to the [redacted];

12.2.3 information and confirmation from you on any [redacted].

12.2.4 [more].

12.3. The provision of our Service relies on a schedule of Work. If you are [redacted].

12.4. Our Services will be delivered by [edit to the code or content of [redacted] / [redacted] / [redacted] - [redacted]] [redacted] / [redacted], [redacted] / [redacted].

12.5. If we are not able to provide your Services within [10] [redacted], [redacted] - [redacted].

12.6. [Subject to the foregoing provisions, once Service provision has started, [redacted] 21 [redacted].]

OR

12.7. If we have started to Work for you and you cancel this contract, [redacted], [redacted].

OR

12.8. All monies paid by you to us are non-refundable and [redacted] / [redacted].

© Andrew Taylor and Net Lawman Ltd

12.9. You may not share [redacted].

13. Foreign taxes, duties and import restrictions

13.1. If you are not in Ireland, [redacted], [redacted], [redacted].

13.2. You are responsible for purchasing Services which you are [redacted].

14. Representative liaison

14.1. With effect from entering into this agreement [or your acceptance of these terms [redacted]] [redacted]:

14.1.1 organising [monthly] [redacted];

14.1.2 providing all information and Documentation [redacted].

14.2. Each month our representative will prepare a progress report on [redacted] [redacted] [redacted].

15. Work management procedure

15.1. We shall prepare the Detailed Specification for [redacted]. [redacted].

15.2. You will within [seven days] of receipt of the Detailed Specification either [redacted]. [redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted].

15.3. We shall take account of all reasonable comments and/or requests for [redacted].

15.4. The process described above will be [redacted] ([redacted]) [redacted].

16. Content of Detailed Specification

The Detailed [redacted] ([redacted]):

16.1. [List [redacted]].

16.2. details of each commonly accepted standard which [redacted], [redacted].

17. Dissatisfaction with the Services

17.1. If for any reason you are not completely [redacted], [redacted] [30 [redacted]], [redacted].

AND / OR

17.2. If for any reason you are not completely happy [redacted], [redacted].

OR

17.3. Our most important task is to ensure your absolute satisfaction. We will always strive to reach [redacted]. [redacted], [redacted]. [redacted]. [redacted], [redacted]:

17.3.1 exactly why you think we have failed;

© Andrew Taylor and Net Lawman Ltd

17.3.2 the date, [redacted] ;

17.3.3 when and how you discovered the failure;

17.3.4 the result of the failure;

17.3.5 your suggestion as to action [redacted] .

17.4. To do this, it is [redacted] .

OR

17.5. The procedure for complaints about our Services is set out on [redacted] . [redacted] , [redacted] .

AND

17.6. You now agree that you commit a breach of this contract if you seek repayment of money paid to us by asking your credit card provider to credit back a payment [redacted] , [redacted] . [redacted] , [redacted] € [100] [redacted] . [redacted] .

18. Confidentiality

18.1. Both parties are aware that in the course of our Work for you, both [redacted] , [redacted] .

18.2. We both now undertake for ourselves and for every employee or sub-contractor whose services we may use both [redacted] , [redacted] ([redacted]

© Andrew Taylor and Net Lawman Ltd

[redacted]) [redacted] .

18.3. For the purposes of your above undertaking, [redacted] ([redacted]) [redacted] .

18.4. Each of us now undertakes to the other to make all relevant employees' agents and sub-contractors [redacted] - [redacted] .

18.5. Each of us now undertakes to the other that for the period of 12 months following completion of [redacted] .

18.6. The provisions of the last previous sub paragraph [redacted] , [redacted] .

19. Intellectual Property

You agree that at all times you will:

19.1. not disclose to any person [redacted] ;

19.2. not cause or permit [redacted] ;

19.3. indemnify us for any [redacted] ;

19.4. on the expiry or termination of [redacted] ;

19.5. not use any name or mark [redacted] ;

© Andrew Taylor and Net Lawman Ltd

19.6. so far as concerns software [redacted] , [redacted] :

19.6.1 copy, or [redacted] ;

19.6.2 use it [redacted] ;

19.6.3 give access to it [redacted] , [redacted] ;

19.6.4 in any way provide [redacted] .

19.7. not use [redacted] .

20. Disclaimers and limitation of liability

20.1. The law differs from one [redacted] . [redacted] .

20.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted] , [redacted] , [redacted] , [redacted] , [redacted] .

20.3. Our Website and our Services are provided " [redacted] ". [redacted] :

20.3.1 useful to you;

20.3.2 of satisfactory quality;

20.3.3 fit for a particular purpose;

20.3.4 available or [redacted] , [redacted] , [redacted] .

20.4. We make no representation or warranty that [redacted] .

© Andrew Taylor and Net Lawman Ltd

20.5. We disclaim any obligation or [redacted].

20.6. You agree that in any circumstances when we may become liable [redacted], [redacted] 12 [redacted].

20.7. Except in the case of death or personal injury, our total liability under this agreement, [redacted], [redacted] € [1 , 000]. [redacted], [redacted].

20.8. [redacted]:

20.8.1 indirect or consequential loss; or

20.8.2 [redacted], [redacted], [redacted].

20.9. [redacted] ([redacted]) [redacted], [redacted], [redacted], [redacted], [redacted].

20.10. [redacted], [redacted] [[redacted]]. [redacted].

20.11. [redacted].

21. Indemnity

[redacted], [redacted]:

21.1. [redacted];

© Andrew Taylor and Net Lawman Ltd

21.2. your breach of this agreement;

21.3. [redacted], [redacted], [redacted], [redacted];

21.4. [redacted].

22. Termination

This agreement may be terminated:

22.1. [redacted].

22.2. [redacted] [[redacted] 35 [redacted]] [redacted];

22.3. [redacted], [redacted] ([redacted]).

22.4. [redacted].

23. Dispute resolution

[redacted] “[redacted]” [redacted] ([redacted]) [redacted] 2015 .

[redacted]:

© Andrew Taylor and Net Lawman Ltd

23.1. [redacted] [[redacted]].

23.2. [redacted] [[redacted] ([redacted])].

23.3. [redacted] , [redacted] .

23.4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: http://ec.europa.eu/consumers/odr/.

24. Miscellaneous matters

24.1. [redacted] . [redacted] 2018 [redacted] [[redacted]].

24.2. [redacted] , [redacted] - [redacted] .

24.3. [redacted] , [redacted] , [redacted] , [redacted] . [redacted] , [redacted] .

24.4. [redacted] .

© Andrew Taylor and Net Lawman Ltd

24.5. [redacted], [redacted]:

24.5.1 [redacted];

24.5.2 cancel any order at our discretion;

24.5.3 issue a claim in any court.

24.6. [redacted].

24.7. [redacted], [redacted].

24.8. [redacted], [redacted]. [redacted]-[redacted]. [redacted].

24.9. [redacted]-[redacted].

It will be deemed to have been delivered:

[redacted]: [redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]-[redacted]-[redacted]: [redacted] 24 [redacted]-[redacted]. [[redacted]-[redacted]. [redacted], [redacted]].

© Andrew Taylor and Net Lawman Ltd

24.10. [redacted], [redacted], [redacted].

24.11. [redacted], [[redacted]].

24.12. [redacted], [redacted].

© Andrew Taylor and Net Lawman Ltd

d

Notice of right of cancellation: Right to Cancel and Model Cancellation Form

Information about your statutory right to cancel

Service terms

Your right to cancel

■■■

- [redacted].

  AND

- [redacted].

Option 2

Request to start work

[redacted] / [redacted] [redacted].

[redacted] / [redacted].

[redacted] / [redacted]. [redacted] / [redacted].

[redacted].

Instructed on [date]

[redacted] : [redacted]

Address: [enter your address]

Signature: (only if this form is notified on paper)

Date: [date]

© Andrew Taylor and Net Lawman Ltd

© Andrew Taylor and Net Lawman Ltd

[redacted].

[redacted], [redacted].

[redacted], [redacted], [redacted]-[redacted].

[redacted], [redacted].

[[redacted]. [redacted], [redacted].]

Model cancellation form

[[redacted]. [redacted]. [redacted].]

[redacted] [[redacted], [redacted], [redacted], [redacted]-[redacted]]:

[redacted]/[redacted]/[redacted]/[redacted] [[redacted]].

[redacted] [[redacted]]/[redacted] [[redacted]],

[redacted]: [[redacted]],

Address: [enter your address],

Signature: (only if this form is notified on paper)

© Andrew Taylor and Net Lawman Ltd

Date: [date]

© Andrew Taylor and Net Lawman Ltd

Supporting Product terms

Your right to cancel

[redacted] ([redacted], [redacted]) [redacted] 2013, [redacted] 14 [redacted].

[redacted] 14 [redacted]. [redacted].

How to cancel

[redacted], [redacted].

[redacted], [redacted], [redacted]-[redacted].

[redacted], [redacted].

[[redacted]. [redacted], [redacted].]

Model cancellation form

[[redacted]. [redacted]. [redacted].]

[redacted] [[redacted], [redacted], [redacted], [redacted]-[redacted]]:

[redacted]/[redacted]/[redacted]/[redacted] [[redacted]].

[redacted] [[redacted]]/[redacted] [[redacted]],

© Andrew Taylor and Net Lawman Ltd

■ ■ ■ ■ : [■ ■ ■

Explanatory notes:

Terms and conditions template: professional consultancy business; includes terms of sale for supporting product or systems

General notes

1. About the European Union (Consumer Information, Cancellation and Other ■ ■ ■ ■) ■ ■ ■ ■ 2013

For a business which provide services and sells some supporting goods too, the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

To keep it simple, if you supply a service you are treated as a service provider under the Regulations. If you sell physical goods then the Regulations apply to you as on any seller of goods. In short ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

Next, we will tell you about the ■ ■ ■ ■ ■ ■ ■ ■ .

If the client at any time chooses to order a service or purchase product from your website, he may cancel his order within 14 days without giving any reason. When he cancels the order, you must ■ 14 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

- Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need ■ ■ ■

Remember too, that when a word or phrase is defined, the defined [redacted] .

You should first decide on the contents of the document, then return to check [redacted] .

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has been carefully considered in the context of this [redacted] .

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If [redacted] .

4. Basis of contract

It is rarely as easy to define the limits of a service compared with selling services. You can give a precise specification for a tonne of 10 cm [redacted] .

Is your buyer using your IP? When do you want to be bound to the deal? Do you want to know more about him first? Will you do business with him [redacted] ? [redacted] ? [redacted] . [redacted] .

The provision for incorporating terms for an additional service may need [redacted] .

5. The Price

This paragraph must tie in with the basis of contract. Either you take money via your website or you send out bills, or both. You should consider carefully

© Andrew Taylor and Net Lawman Ltd

the provisions relating to completion and payment. It is important that the agreement identifies [redacted].

We have provided for payment for work [redacted].

6. Payment

We cannot guess at your payment system. Treat [redacted].

7. Acceptance of your order

Establishes the contract. Get it wrong and you may be committed to business you do not want. Worse, you could find that your customer is bound to nothing. [redacted].

This is very important in an Internet contract because there are so many places in the buying procedure where it could be [redacted]:

you hold your customers Products; or

every piece of advertising or information on [redacted];

a customer could claim Products [redacted];

goods are provided later [redacted].

Make quite sure that this paragraph accurately reflects the way you do business. It is most important to make sure this provision ties in [redacted]).

8. Cancellation and refunds

If you sell only to businesses [redacted].

© Andrew Taylor and Net Lawman Ltd

This paragraph sets out your customer's rights as a "gold standard". In the past, the law has not compelled a seller to disclose his legal obligations. So sellers have not done so. These regulations change that. Because many organisations continue to keep customers in [redacted] , [redacted] . [redacted] , [redacted] . [redacted] :

- Provision of information
- the 14 day cancellation period / "opt out" of cancellation right so that [redacted] 14 [redacted] , [redacted] .
- "no fault" [redacted] 14 [redacted]

9. Liability for subsequent defects

If goods are not of satisfactory quality, as described and fit for [redacted] . [redacted] .

10. Supporting Products returned

We have added for your convenience provisions for returning which [redacted] .

11. Security of your credit card

This paragraph is more for information than contractual commitment. We have included it here because many users [redacted] , [redacted] .

For payment you may have various alternatives like [redacted] . [redacted] .

12. Service provision

Edit to comply with exactly what information or other involvement you require from your client; how you will "[redacted] " [redacted] ; [redacted] , [redacted] .

© Andrew Taylor and Net Lawman Ltd

13. Foreign taxes, duties and import restrictions

Delete if not required.

14. Representative liaison

Whether or not you need this [redacted].

15. Work management procedure

This is an example procedure. It is a mistake to tie [redacted].

16. Content of Detailed Specification

This is no more than a [redacted].

17. Dissatisfaction with the Services

Service provision is unlikely to be perfect 100% of the [redacted].

If you have decided to use [redacted].

18. Confidentiality

We have included this paragraph because a business has so many secrets [redacted].

19. Intellectual property

Few business managers appreciate just how much IP is owned [redacted].

© Andrew Taylor and Net Lawman Ltd

[redacted]

The question of who [redacted]

20. Disclaimers and limitation of liability

Reduces the chance of a successful [redacted]

Some of these provisions may be void against a European client. Some [redacted]

The law is complicated and much depends [redacted]

You will see that we have also included in the provision for [redacted]

21. Indemnity

We suggest no edits.

22. Termination

It is after termination that conflicts [redacted]

23. Dispute resolution

This paragraph sets out standard terms as required [redacted] 2015 [redacted]

© Andrew Taylor and Net Lawman Ltd

The new law is directed at those [redacted] 1000 [redacted] .

The purpose of mediation (the most common form of ADR) is to settle a dispute. In practice it should [redacted] . [redacted] , [redacted] “ [redacted] ” [redacted] . [redacted] . [redacted] , [redacted] , [redacted] .

Mediation costs money. [redacted] , [redacted] .

There seems to be some confusion in the EU regulations as to [redacted] . [redacted] . [redacted] , [redacted] 2010 .

As a result of that act, arbitration entails very similar procedures to those in [redacted] . [redacted] . [redacted] “ [redacted] ” [redacted] . [redacted] . [redacted] !

The new regulations require that if you know of a mediator, you should [redacted] . [redacted] , [redacted] . [redacted] , [redacted] .

From here [redacted] .

The law requires that when your internal complaint handling procedure is exhausted then you [redacted] . [redacted] . [redacted] .

© Andrew Taylor and Net Lawman Ltd

23.4: in the unlikely event that your business [redacted] ([redacted] ?) [redacted] , [redacted] .

However, as an online seller of goods / services the law requires you to provide a link to online alternative dispute resolution platform which is at http://ec.europa.eu/consumers/odr/

You may find more details at:

http://www.irishstatutebook.ie/eli/2015/si/500/made/en/print

https://www.eccireland.ie/

Do [redacted] . [redacted] .

24. Miscellaneous matters

A number of special points. We have identified each of these as [redacted] . [redacted] , [redacted] . [redacted] . [redacted] .

Notice of right of cancellation

At the end of the terms document, [redacted] . [redacted] . [redacted] .

The first part is your notice to your customers. [redacted] , [redacted] . [redacted] .

We have also provided the required information about the cancellation notice followed by the model form. [redacted] , [redacted] . [redacted] , [redacted] . [redacted] , [redacted] .

© Andrew Taylor and Net Lawman Ltd

End of notes

© Andrew Taylor and Net Lawman Ltd