

UK-TCpro02

## **Terms and conditions template: professional consultancy business**

## Terms and Conditions

[illegible]

We are [trade name], a company registered in [■■■■], ■■■■ [■■■■■■■■■].

Our address is [address]

VAT Registration Number: [number]

You are: Anyone who uses Our Website or buys any   
 .

**It is now agreed as follows:**

## 1. Definitions

[illegible]

"Documentation" means the instruction manuals user guides and other documentation agreed ■■■■■■■■■■■■  
■■■■■■■■■■■.

[illegible]

“Our Website” means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us or any member of the [name] .

“Price” means the price for our Services as set ■ ■ ■ ■ ■



### 3. Basis of contract

- [illegible]

OR

- [illegible]

- 3.11. Some of our Services are now or may in future, be available to you only subject to additional terms. Those terms will be set out on Our Website. You now agree that \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_.

- 3.12. 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 to a limitation on the number of times you can use it, we may limit the number of times you can use that Service or feature.

- 3.13.** We may change this agreement and / or the way we provide the Services, ■■■■■■ . ■■■■■■ :

- ### 3.13.1 the change will take effect when we post



OR

- [illegible]

- [illegible]

- [illegible]

OR

- 3.14. Our contract terminates on the earliest of:

- 3.14.1** our completion of any Work or Service for which you have paid us. If there is any doubt as to when ■■■■■■, ■■■■  
■■■, ■■■■■■■■■■■■■■■■■■■■■■;

3.14.2 our having worked for the amount of time for which you have paid us, ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

[illegible][illegible]

3.17. Prices for business Services are exclusive of any applicable value added tax or other sales tax. Prices for Services which

[illegible]

3.19. Services will be delivered by your free download, by e-mail or ■■■■■  
■■■■■, ■■■■■.

[illegible]

#### 4. Price and payment

4.1. Prices for business Services are exclusive of any applicable value added tax or other sales tax. Prices for Services which

[illegible]

**4.3.** Charges for Services are fixed whenever it is reasonably possible ■ ■ ■  
■ .

- 4.4. When we do not provide fixed charges for the Service, we will charge by the hour. In that case all Work done, including all Documentation, letters, e-mails, faxes and telephone calls [ ].
- 4.5. Estimates of charges will be provided .
- 4.6. Payment will be due to us within [seven days] of .
- 4.7. Payment may be made by credit card to Our Website, by cheque, .
- 4.8. If we do not receive payment within the period required, we shall stop Work until .
- 4.9. It is possible that the Price may have increased from that posted on Our Website. If that happens, we will not provide the Services .
- 4.10. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment .
- 4.11. Any details given by us in relation to exchange rates are approximate only .

## 5. If you buy as a consumer

This paragraph applies if you buy as a consumer as defined in the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Provided the

- [illegible]

5.2.4 If you do so, you will owe us for work done to the date of ■ ■ ■  
 ■ .

5.2.5 If you give up your right to cancel, that will apply to all work we

.....

.

5.3. In any of the above circumstances, we will return any money ■ ■ ■ ■ ■  
 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ 14 ■ ■ ■ ■ .

**5.4.** Free Services (if any) are not ■■■■■■■■■■.

We take care to make Our Website safe ■■■■■■■■■■■■■■■■■■■■.

[illegible]



## 7. Service provision

7.1. The Services are listed and described on Our Website. Once you

7.2. In order to provide   
,  :

**7.2.1** access to the ■■■■■■■■■■■■■■■■■■■■[■■■■]■■■■■■■■■■  
■■■■■■■■■■■■■■;

[illegible]

7.2.3 information and confirmation from you on any ■■■■■  
■■■■■  
■■■■■.

7.2.4 [\[more\]](#)[illegible]

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

7.5. If we are not able to provide you Services within [10] ■■■■■■■■■■  
 ■■■■■■■■■■, ■■■■■■■■■■,  
 ■■■■■■■■■■ - ■■■■■■■■■■  
 ■■■■■.

[illegible]

OR

[illegible]



## 10. Work management procedure

**10.1.** We shall ■■.

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

[illegible]

10.4. The process described above will be  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2}$ .

## 11. Content of Detailed Specification

The Detailed ■■■■■■■■■■ (■■■■■■■■■■■■■■■■■■■■):

[illegible]

11.2. details of each commonly accepted standard which . . . . .  
. . . . . , . . . . .  
. . . . .

## 12. Dissatisfaction with the Services

12.1. If for any reason you are not completely satisfied with the results of this treatment, you may return the product to the manufacturer for a full refund within 30 days of purchase. The product must be in its original packaging and unused.

OR

[illegible]

### 12.2.1 exactly why you think we have failed:



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

14.3. For the purposes of your above undertaking, [REDACTED]  
[REDACTED] ([REDACTED])  
[REDACTED].

14.4. Each of us now undertakes to the other to make all relevant employees, agents and sub-contractors [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED] - [REDACTED].

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

14.6. The provisions of the last previous sub paragraph [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED].

You agree that at all times you will:

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16.11. The [Our Name] Website and [Our ] “  
”.  
:

16.11.1 useful to you;

16.11.2 of satisfactory quality;

16.11.3 fit for a particular purpose;

16.11.4 available or , , ;

16.12. We claim no expert knowledge in any subject.  
.  
.

16.13. We shall not be liable to you for any loss or expense arising out of or in connection with your use of Our Website, , , , , , .  
.  
.

16.14. We make no :  
:

16.14.1 accuracy of any ;  
;

16.14.2 delivery of Content, material or any message;

16.14.3 privacy of any transmission;

16.14.4 any act or omission of any  
;  
;

16.14.5 any aspect or ;  
;

16.15. Our Website includes Content Posted by third parties. We are not responsible .  
,  
“ ” .

16.16. , ,



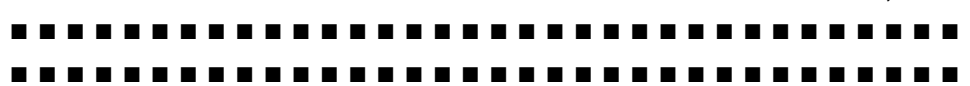
[illegible][illegible][illegible]

## 18. Termination

This agreement may be terminated:

18.1. when the Work has been delivered to you.

[illegible][illegible]

18.4. 

[illegible]

## 19. Dispute resolution

[illegible]

.....

..... :

19.1.  $\dots [ \dots ]$ .



20.5.3 issue a claim in any court.

[illegible][illegible][illegible]

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[illegible]

20.13.  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = 1$

..... : .....  
.....

## Information about your statutory right to cancel

### Your right to cancel

..... ( ..... , ..... ) .....  
2013 , ..... 14 .....  
..... .

..... 14 .....  
..... . .....  
..... .

### Exception when you opt out

..... , .....  
..... , .....  
..... . ..... , .....  
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[ ..... . ..... 1 - .....  
..... & .....  
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..... 2 - .....  
]

### Option 1

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..... [ ..... / ..... ], ..... :

- ..... [ ..... / .....  
] ..... 14 ..... .

AND

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AND

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AND



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## Model cancellation form

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..... [ ..... ] / ..... [ ..... ],

..... : [ .....  
..... ],

Address: [\[enter your address\]](#),

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

Date: [\[date\]](#)



## Explanatory notes:

## Terms and conditions template: professional consultancy business

## General notes

## 1. About the Consumer Contracts (ICAC) Regulations 2013

For a service provider, the Regulations are quite complicated. We have written a number of [articles explaining each point](#).

[illegible]

The main provisions which affect your business are first, provision of information relating to service and your identity; ■■■■■■, ■■■■■■  
■■■■■.

The required information is explained fully in our article “[Information requirements for Distance Contract](#)”. Here is a short version:

- a. description of the main characteristics of the services;
- b. the total price of the goods inclusive ■ ■ ■ ■ ■ ■ ■ ■ ;
- c. Your identity, land address and full ■ ■ ■ ■ ■ ■ ■ ■ ;
- d. the arrangements for payment;
- e. the telephone cost of communicating with you when it is not calculated  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- f. the existence of your customer's right to cancel the contract; and the  
conditions, time limit ■ ;
- g. whether, if the customer exercises the right to cancel, he must pay  
money to ■ ;

h. the circumstances under which the customer loses the ■■■■■■■■■■  
■■■■■.

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

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

But there is a way out. If the customer instructs you to supply service before the 14 day period expires, and provided you have warned the customer that he will lose his right to cancel, then the customer has opted out and lost his right to cancel. The opt- ■■■■■■■■■■  
■■■■■■■■■■.

**Please note:** Because you take service orders from your website, we have assumed you will not want to set up a system which allows for the 14 day cooling-off period for the supply of services. That means your customer must instruct you to send earlier and ■■■■■■■■■■  
■■■■■■■■■■. ■■■■■■■■■■  
■■■.

## 2. What you need to do to comply with the ■■■■■■■■■■ 2018

The Act applies to all personal data you collect, use or store. The scope ■■■■■■■■■■  
■■■■■■■■■■.

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at <https://www.netlawman.co.uk/d/website-privacy-policy>

For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would tell them you comply with any other law. ■■■■■■■■■■  
■■■■■■■■■■.

As a vastly reduced summary, the important areas of the ■■■■■■■■■■  
■■■■■■■■:

- you do not have a provision where you are assuming implied consent of customer to use his information ■■■■■■■■■■  
■■■■■■■;



[illegible][illegible][illegible][illegible]

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and point in time when a final invoice may be sent.

If you sell only to businesses ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

[illegible]

- Provision of information
- the 14 day cancellation period
- "Opt out" of cancellation right so that you can start ■■■■■■■■■■  
■■■ 14 ■■■■■■■■■■, ■■■■■■■■■■.

## 6. Security of your credit card

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

For payment you may have various alternatives like the ■■■■, ■■■■■■  
■■■■■■■. ■■■■■■■■■■■■■■■■■■■■.

## 7. Service provision

[illegible]

## 8. Foreign taxes, duties and import restrictions

[illegible]

## 9. Representative liaison

Whether or not you need this paragraph depends entirely on your business. Some .

## 10. Work management procedure

This is an example procedure. It is a mistake to tie yourself down too precisely  
in this doc because you may wish to change ■■■■■■■■■■■■■■■■■■■■■■■■■■■■





.....  
 .....  
 ..... .

## 17. Indemnity

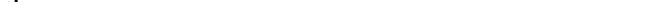
We suggest no edits.

## 18. Termination

[illegible]

## 19. Dispute resolution

[illegible]

The new law is directed at those  1000.

UK courts have more or less insisted on litigants going "to the High Court". (15 !)

[illegible][illegible]

There seems to be some confusion in the EU regulations as to how



[illegible][illegible]

However, as an online service provider the law requires you to provide a link to online alternative dispute resolution platform which is at <http://ec.europa.eu/consumers/odr/>

<http://www.legislation.gov.uk/uksi/2015/542/contents/made>  
[http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi\\_20151392\\_en.pdf](http://www.legislation.gov.uk/uksi/2015/1392/pdfs/uksi_20151392_en.pdf)

## 20. Miscellaneous matters

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.....  
.

Rights of Third Parties Act - .....  
.....  
.....

## Notice of right of cancellation

At the end of the terms document, .....  
.....  
..... . ..... . .....  
.....

The first part is your notice to your customers. ....  
..... , .....  
..... . .....  
.....

We have also provided the required information about the cancellation notice  
followed by .....  
..... , ..... .  
.....  
..... , .....  
.....

## End of notes