

UK-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 [redacted], [redacted].

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

Our address is [address]

VAT Registration Number: [number]

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

It is now agreed as follows:

1. Definitions

“Detailed Specification” means the written specification of the Work you have instructed us to do, [redacted].

“Documentation” means the instruction manuals user guides and other documentation which [redacted].

“Intellectual Property” means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together [redacted]. [redacted] - [redacted], [redacted], [redacted].

“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 [our name] group of [redacted].

.....
.....

4.15. You agree that you are bound by these terms (or the latest version of them) for all future contracts with,,

5. The Price

5.1. The price payable for Services / any Supporting Product that you order

OR

5.2. The Price is as set out

OR

5.3. Prices are as set out in Schedule [.....]

5.4. Charges for Services are fixed whenever it is reasonably possible

5.5. 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
.....
..... [.....].

5.6. Estimates of charges will be provided

5.7. Once agreed, the Price for the Services shall remain fixed for [xx months]

5.8. The price charged for any service may differ from one country to another. You may not be entitled to

5.9. Prices are inclusive of any applicable value added

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

6. Payment

- 6.1. You will pay all sums due to us under this agreement by the means specified without ■■■■■■■■ - ■■■■■■ , ■■■■■■■■■■■■■■■■ .
- 6.2. Payment will be due to us within [\[seven days\]](#) of ■■■■■■■■■■■■■■■■ ■■■■■■■■■■■■■■■■ .
- 6.3. Payment may be made by credit card to Our Website, by cheque, ■■ .
- 6.4. If we do not receive payment within the period required, we shall stop the Work ■■ ■■■■■■ .
- 6.5. Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment ■■ ■■ .
- 6.6. Any details given by us in relation to exchange rates are approximate only ■■ .

7. Acceptance of your order

This paragraph applies to Services which you buy from us, without ■■■■■■ ■■ :

- 7.1. your order is an offer to ■■■■■■■■■■■■■■■■■■■■ ;

AND EITHER

- 7.2. nothing that we do or say will amount to any acceptance of your offer until we actually start to Work for you. [\[At any point up until then,](#) ■■■■ ■■ ■■ ■■]; ■■■■
- 7.3. we shall accept your order by [\[e-mail confirmation\]](#). ■■ ■■ .

8. Cancellation and refunds

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

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

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

9.3. We will :

9.3.1 we receive .

9.3.2 you comply with our returns .

9.3.3 you tell us clearly what is the fault you , , .

9.4. If any , :

9.4.1 repair or replace the Supporting Product, or

9.4.2 refund the full cost .

10. Supporting Products returned

These provisions apply if you buy from . :

10.1. We do not accept returns unless there was a , .

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

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

10.4. So far [redacted] , [redacted] :

10.4.1 with both Supporting Product [redacted]
[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]
[redacted] . [redacted] , [redacted]
[redacted]
[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] , [redacted]
[redacted] . [redacted]
[redacted] . [redacted]
[redacted] ,
[redacted]
[redacted] .

OR

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

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

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

10.9.1 refund the cost of return carriage;

.....
.....

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

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

12.6. [\[Subject to the foregoing provisions, once Service provision has](#)
[started,](#)
..... 21
.....
..... .]

OR

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

OR

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

12.9. You may not share
.....

13. Foreign taxes, duties and import restrictions

13.1. If you are not in the UK, ,
..... ,

13.2. You are responsible for purchasing Services which you are
.....
.....
.....

14. Representative liaison

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

14.1.1 organising [monthly]
;

14.1.2 providing all information and Documentation
.

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

15. Work management procedure

15.1. We shall prepare the Detailed Specification for
.

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

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

15.4. The process described above will be
()
.

16. Content of Detailed Specification

The Detailed [redacted] ([redacted]):

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

17. Dissatisfaction with the Services

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

AND / OR

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

17.3.1 exactly why you think we have failed;

17.3.2 the date, [redacted], [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]
[redacted]
[redacted].

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

OR

17.5. The procedure for complaints about our Services is set out on [REDACTED]
[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]
[REDACTED]
[REDACTED] £ [
100] [REDACTED]. [REDACTED]
[REDACTED].

18. Confidentiality

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

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

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

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

20. Disclaimers and limitation of liability

20.1. The law differs from one
.....

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

20.3. Our Website and our Services are provided “”.
.....
..... :

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,,

20.4. We make no representation or warranty that
.....
.....

20.5. We disclaim any obligation or
.....

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

20.7.
.....,
....., £ [1 , 000].
.....,
.....

20.8.
..... :

20.8.1 indirect or consequential loss; or

20.8.2
.....,
.....

.....
.....

20.9. (.....)
..... , ,
..... , (.....)
..... (.....)
..... 1999 / (.....) (.....)
..... 2017 ,

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

20.11.
.....
.....

21. Indemnity

..... ,
..... :

21.1.
..... ;

21.2. your breach of this agreement;

21.3. , ,
..... ;

21.4.
.....

22. Termination

This agreement may be terminated:

22.1.
.....

.....

.....,

....., ,
..... -

.....,

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

Model cancellation form

[.....
.....
.....]

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

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

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

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

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

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

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

Supporting Product terms

Your right to cancel

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

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

How to cancel

..... ,
.....
.....

..... ,
..... ,
..... -

..... ,
.....
.....

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

Model cancellation form

[.....
.....
.....
.....]

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

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

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

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 ■■■■■■■■■■.

But for services 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 ■■■■ - ■■■■■■■■■■
■■■■■■■■■
■■■■■■■■■.

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 services. That means your customer must instruct you to start 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. ■■■■■■■■■■
■■■■■■■■■.

Nonetheless, if a customer or client takes the trouble to read this T&C document, the reason is probably because they seek re-assurance. For that reason, and not for any legal reason, we have included a few points of information. There is no reason why you should not do so too. If you do, we strongly advise to keep ■■■■■■■■■■
■■■■■■■■■
■■■■■■■■■.

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

..... (.. , ..
).

8. Cancellation and refunds

If you sell only to businesses and organisations,
 .. .

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 .. , ..

 .. , ..
 .. .
 .. :

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

9. Liability for subsequent defects

A buyer’s right to receive faultless goods dates back to 1890. It applies today to all goods, as
 .. - .. , ..
 .

If goods are not of satisfactory quality, as described and ..
 .. .

The minimum period within which you can insist on returned is six months. However, in common law, the return period depends on the estimated life of the product. If you expect it to last for twenty years, you could reasonably ..

 .. (.....)
 (.. , .. , ..
 ..)

This paragraph sets out "standard" limits to enable you to comply with the ..
 2015
 ..

14. Representative liaison

Whether or not you need this
.
.

15. Work management procedure

This is an example procedure. It is a mistake to tie
,
.

16. Content of Detailed Specification

This is no more than a
.
.

17. Dissatisfaction with the Services

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

If you have decided to use
.
.

18. Confidentiality

We have included this paragraph because a business has so many secrets
.
“
”

19. Intellectual property

Few business managers appreciate just how much IP is owned
.
.
.

.....

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

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.legislation.gov.uk/ukxi/2015/542/contents/made>
http://www.legislation.gov.uk/ukxi/2015/1392/pdfs/ukxi_20151392_en.pdf

Do
.....

24. Miscellaneous matters

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

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 the model form.
..... ,

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

End of notes