BUILDER TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of building services by Matthew J Brown Ltd ("the Trader") to customers who require building services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a "Consumer" as defined by the Consumer Rights Act 2015.

1. **Definitions and Interpretation**

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreed Times"	means the times which You and We agree for the Builder to have access to the Property to complete the Job **[**as specified in the Agreement**]**;
"Agreement"	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions**[**. Our standard form of Agreement is attached as Schedule 1**]**;
"Builder"	means Us or Our employee who will be responsible for providing the Building Services;
"Building Services"	means the building services We will provide as specified in the Agreement;
"Business"	means any business, trade, craft or profession carried on by You or any other person or organisation;
"Consumer"	means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Building Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
"Deposit"	means the deposit You may be required to pay in accordance with Clause 5;
"Final Fee"	means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.
"Job"	means the complete performance of the Building Services;
"Model Cancellation Form"	means the model cancellation form attached as Schedule 2;
"Order"	means Your initial request for Us to provide the Building Services as set out in Clause 4;

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"Products"	means the products required for the provision of the Building Services which We will supply (if any) as specified in the Agreement;
"Property"	means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;
"Quotation"	means the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
"Quoted Fee"	means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
"Start Date"	means the date You and We agree on for Us to start providing the Building Services as specified in the Agreement;
"Visit"	means any occasion, scheduled or otherwise, on which the Builder visits the Property to provide the Building Services;
"We/Us/Our"	means the Trader and includes all employees, agents and sub-contractors of the Trader;
"Work Area"	means the part of the Property where the Building Services are to be provided;
"You/Your"	means a Consumer who is a customer of the Trader.

2. Each reference in these Terms and Conditions to "writing", and any similar expression, includes electronic communications whether sent by e-mail, **[**text message,**]** fax or other means.
3. Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
4. Each reference to "these Terms and Conditions" is a reference to these Terms and Conditions.
5. Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
6. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
7. Words signifying the singular number will include the plural and vice versa.
8. References to any gender will include any other gender.
9. References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

1. We are a Private Limited Company.
2. **[**We trade under the name Matthew J Brown Construction.**]**
3. **[**We are registered in England under number 12500405.**]**
4. **[**Our registered office is at:

   26 Northfields

Hutton Rudby

Yarm

TS15 0LA**]**

5. **[**Our VAT number is 350411249.**]**

6. **[**We are regulated by Building Control.**]**

3. **Communication and Contact Details**

1. If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07824557495 or by email at matthewjbrownltd@gmail.com.

2. In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:

1. contact Us by email at matthewjbrownltd@gmail.com; or

2. contact Us by pre-paid post at

Matthew J Brown Ltd,

26 Northfields

Hutton Rudby

Yarm
TS15 0LA

4. **Orders**

1. We accept orders for Building Services via Telephone, email or in righting.

2. When placing an Order You should set out, in detail, the Building Services required. Details required include the location and size of the Property, the number and type of rooms in which work is required and the type(s) of work required. **[**We will provide You with an order form containing prompts for all required information.**] [**All such details will be set out in the Agreement.**]**

3. Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required Deposit (if applicable) and fee (see Clauses 5 and 6).

4. If We cannot accept your Order, We will inform you of this in writing.

5. You may make changes to the Order and Quotation before accepting it.

6. You may accept a Quotation by signing and dating a copy of it and returning it to Us within 28 days after the date We issue the Quotation.

7. When (but not before) You have returned the Quotation, signed and dated, and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Building Services and for You to pay for them. We will then attach the signed Agreement and complete any blanks in the Agreement in accordance with the Quotation.

8. If you wish to change your Order after accepting the Quotation, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in accordance with Clause 13 and/or 14.

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5. **Deposit**

1. At the time of accepting the Quotation or not more than 7 calendrer days thereafter, depending on the nature of the work and any specialist Products required in advance, You may be required to pay Us a Deposit. The Deposit will be 25% of the quoted fee. We will not confirm an Order until the Deposit is paid in full.
2. If you cancel the Building Services, We may retain some or all of the Deposit as set out in Clauses 13, 14 and 15.

6. **Fees and Payment**

1. The Quoted Fee will include the price payable for the Building Services and for the estimated Products required.
2. We will where reasonably possible use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
3. If the price of Products or services increases during the period between Your acceptance of the Quotation and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
4. The Quoted Fee and the Final Fee are inclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
5. We will invoice You when the Job has been completed.
6. You must pay any invoice within 7 calendar days of receiving it.
7. We accept the following methods of payment:
    1. BACS;
    2. Cash;
    3. Cheque;
8. If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 10% above the base rate of Barclays Bank from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
9. If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

7. **Building Services**

1. Before We start the Job We will carry out a full inspection of the Property to check that the Building Services are appropriate for the Property, practical and can be carried out safely.
2. We will provide the Building Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
3. We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is

not intended to provide an exact specification of the Job nor to guarantee specific results.

4. We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first, in advance of the Job. If You do not wish to accept the alternative Products, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.

5. We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.

6. We will ensure that the Building Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

7. We will notify You in advance if the work We are doing is likely to affect the Property outside of the Work Area and We will advise You of any remedial work You are likely to have to carry out. If further remedial work is needed, beyond the scope of the advice we gave You, We will carry it out at Our expense.

8. We will ensure that We comply with all relevant codes of practice.

9. We will ensure that furniture, flooring and walls in the Work Area that are not being worked on as part of the Job are suitably covered and protected for the duration of the Job.

10. We will properly dispose of all waste that results from Our provision of the Building Services.

11. If We cause any damage during the course of the Job We will repair the damage before completing the Job.

12. If any inspections are required following completion of the Job We will arrange for the inspections to be carried out.

13. Where a Job is to last for more than one working day, the Builder will where reasonably possible leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will wherever possible store all tools and materials only in the Work Area or remove them from the Property at the end of each working day.

14. Before the Job is completed We will work with You to produce a snag list identifying any faults or defects in Our work which we need to put right before completion of the Job. We will not be responsible for any defects which result from the work of third party contractors over whom We have no control.

8. Faulty Products

1. If any Products are supplied in the course of Us providing the Building Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us using the contact details above in Clause 3.

2. Within the first 30 calendar days, You are entitled, at Your option, to a full refund, to keep the Product(s) at a reduced price, or to a repair or replacement.

3. After the first 30 calendar days, and for the first six months, We will, at Our option, repair or replace any defective Products or, if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful, You are entitled to a full refund. Alternatively, You may keep the Product(s) at a reduced price. This right may not apply if We can prove that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Builder or as included with the Product.

4. After the first six months, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

9. **Problems with Our Service**

1. If there is a problem with the result of the Building Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to repeat or fix the service, or to get a price reduction if this is not possible.

2. We always use reasonable efforts to ensure that Our provision of the Building Services is trouble-free. If, however, there is a problem with the Building Services We request that You inform Us as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Building Services as quickly as is reasonably possible and practical.

3. We will not charge You for remedying problems under this Clause 9 where the problems have been caused by Us **[**or where nobody is at fault**]**. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.

4. As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

5. If We do not perform the Building Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price.

6. If the Building Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Building Services), You have the right to a reduction in price.

7. If for any reason We are required to repeat the Building Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full fees payable for the Job and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

10. **Your Obligations**

1. If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before We begin to provide the Building Services.
2. If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Building Services.
3. You will ensure that the Builder can access the Property at the Agreed Times to provide the Building Services.
4. You may either give the Builder a set of keys to the Property or be present at the Agreed Times to give the Builder access. We promise that all keys will be kept safely and securely by the Builder.
5. You must ensure that the Builder has access to electrical outlets and a supply of hot and cold running water.
6. You must ensure that the Work Area is kept clear of furniture and other items and out of use for the duration of the Job unless We direct otherwise.
7. If You do access the Work Area at any time during the course of the Job You must observe all relevant health and safety rules and must comply with any additional instructions the Builder gives You.
8. Unless redecoration following completion of building work forms an agreed part of the Building Services, You will be responsible for any redecoration required.
9. If You do not provide the required access to the Property or make it impossible for Us to provide the Building Services by failing to comply with any other provision in this Clause 10, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

11. **Complaints and Feedback**

1. We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
2. All complaints are handled in accordance with Our complaints handling policy and procedure, available from www.matthewjbrownconstruction.co.uk.
3. If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
    1. **[**In writing, addressed to Matthew J Brown, 26 Northfields, Hutton Rudby, Yarm. TS15 0LA;**]**
    2. **[**By email, addressed to Matthew J Brown, matthewjbrownltd@gmail.com;**]**
    3. **[**Using Our complaints form, following the instructions included with the form;**]**
    4. **[**By telephone on 07824557495**]**

12. **Changing the Start Date**

1. If You ask Us to change the Start Date:
    1. We will where reasonably possible agree a revised Start Date with You;

2. If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 15).

2. If We ask You to change the Start Date, You may either:

    1. agree a revised Start Date with Us; or

    2. terminate the Agreement (see Clause 15).

13. **Cancellation of Contract During the Cooling Off Period**

1. Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:

    1. in relation to any Products supplied, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the final instalment; and

    2. in relation to the Building Services, at the end of 14 calendar days after the date on which the contract is formed.

2. If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.

3. To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.

4. If You exercise this right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.

5. We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.

6. We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.

7. If You exercise the right to cancel in relation to Products:

    1. We will issue a refund within 14 working days and in any event no later than 14 calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us);

    2. You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to cancel and return them;

    3. We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;

    4. Please also note that Products that become inseparably mixed with others cannot be returned.

8. If the Start Date falls within the cooling off period You must make an express request for provision of the Building Services to begin within the 14 calendar day cooling off period. **[**This request forms a normal part of the ordering process.**]** By making such a request You acknowledge and agree to the following:

1. If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;
2. If You cancel the Agreement after provision of the Building Services has begun You will be required to pay for the Building Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
3. The amount due will be calculated in proportion to the full price of the Building Services and the actual Building Services already provided. Any sums that have already been paid for the Building Services will be refunded, subject to deductions calculated on this basis;
4. We will process any refund within 14 working days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.

9. Clause 14 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.

14. Cancellation Outside of the Cooling Off Period

1. In addition to Your rights in Clause 13 relating to the cooling off period**,** the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
    1. If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than 7 calendar days before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
    2. If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than 7 calendar days before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
2. We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

15. Termination

1. You may terminate the Agreement with immediate effect at any time by giving Us written notice if:
    1. We have breached the Agreement in any material way and have failed to remedy that breach within 28 days of You asking Us in writing to do so;
    2. We enter into liquidation or have an administrator or receiver appointed over Our assets;

3. You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 12;

4. We are unable to provide the Building Services due to an event outside of Our control (see Clause 17).

2. We may terminate the Agreement with immediate effect by giving You written notice if:

1. You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 6.8);

2. You have breached the Agreement in any material way and have failed to remedy that breach within 28 days of Us asking You in writing to do so; or

3. You and We have been unable to agree a revised Start Date under Clause 2;

4. You do not provide the Builder with access to the Property or otherwise make it impossible for the Builder to provide the Building Services, and We have been unable to contact You to re-arrange the Building Services under sub-Clause 10.9;

5. We have been unable to provide the Building Services for more than 52 weeks due to an event outside of Our control (see Clause 17).

3. For the purposes of this Clause 15 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

4. If at the termination date:

1. You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Building Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 15.2.1, 15.2.2, or 15.2.4;

2. We have provided Building Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

16. Effects of Termination

1. If the Agreement is terminated for any reason:

1. Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

2. Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

17. **Events Outside of Our Control (Force Majeure)**

1. We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
2. If any event described under this Clause 17 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
    1. We will inform You as soon as is reasonably possible;
    2. Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
    3. We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Building Services as necessary;
    4. You or We may terminate the Agreement (see Clause 15).

18. **Liability**

1. We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
2. We will maintain suitable and valid insurance including public liability insurance.
3. We provide Building Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
4. If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Building Services.
5. We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Builder.
6. Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
7. Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

19. **How We Use Your Personal Data (Data Protection)**

1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from www.matthewjbrownltd@gmail.co.uk.

20. **Other Important Terms**

1. We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

2. We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

3. You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

4. The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

5. If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

6. No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

21. **Regulations and Information**

1. We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Quotation and the Agreement has been signed) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Quotation for You to see, or We will make it available to You before the Agreement is signed and you accept the Quotation. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

2. As required by the Regulations:

    1. all of the information described in sub-Clause 21.1; and

    2. any other information which We give to You about the Building Services, or about Us or Our business which you take into account

when deciding to accept the Quotation and sign the Agreement, or when making any other decision about the Building Services,

will be a part of the terms of Our contract with You as a Consumer.

22. **Law and Jurisdiction**

1. These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of **[**England & Wales**] [**Northern Ireland**] [**Scotland**]**.
2. As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 22.1 above takes away or reduces your rights as a consumer to rely on those provisions.
3. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

SCHEDULE 1

SERVICE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

(1) Matthew J Brown Limited **[**a company registered in England under number 12500405 whose registered office is at**] OR [**of**]** 26 Northfields, Hutton Rudby, Yarm, TS15 0LA ("the Trader") and

(2) <<Name of Customer>> of <<insert Address>> ("the Customer")

BACKGROUND:

(1) The Trader provides building services to consumer clients and has reasonable skill, knowledge and expertise in that field.

(2) The Customer wishes to engage the Trader to provide the services specified below ("the Building Services").

(3) The Trader agrees to provide the Building Services to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

IT IS AGREED as follows:

1. **The Agreement**
    1. This Agreement incorporates the attached Terms and Conditions.
    2. In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.
    3. A legally binding contract between You and Us will be created when You and We sign this Agreement.
    4. We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):
        1. The main characteristics of the Building Services;
        2. Our identity and contact details;
        3. The total price payable for the Building Services including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;
        4. The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Building Services;
        5. Our complaints handling policy;
        6. The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

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5. As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

    1. all of the information described in Clause 1.4; and

    2. any other information which We give to You about the Building Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Building Services

    will be part of the terms of Our contract with You as a Consumer.

2. The Building Services

1. We will:

    1. begin to provide the Building Services on the Start Date of <<insert date>>;

    2. aim to complete the Job by <<insert date>>;

    3. provide the Building Services during the Agreed Times of <<insert times>> or such other times as You and We may agree in writing;

    4. provide the Building Services at the Property located at <<insert address>>;

    5. perform the Building Services in accordance with the specification referred to in Clause 2.2

2. The specification for the Building Services is **[**as follows: <<insert full description of services to be provided>>**] OR [**attached**]**.

3. The Products we will supply are **[**as follows: <<insert full description of products to be supplied>>**] OR [**listed in the attached specification**]**.

4. You and We may agree in writing to vary the specification from time to time.

3. Fees and Payment

1. You will pay the Quoted Fee of £<<insert sum>> for the Building Services (subject to changes as set out in the Terms and Conditions). This sum may be broken down as follows:

    1. <<insert a breakdown of all sums payable>>.

2. <<Insert full details of other sums due (if any) as detailed in the Quotation>>.

4. Waiver of Cooling Off Period

1. By signing this Agreement You request Us to commence provision of the Building Services immediately and not to wait for the 14 calendar day cooling off period referred to in Clause 13 of the Terms and Conditions to expire.

2. You acknowledge that if You exercise the right to cancel You will be liable to pay Us for the Building Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 13 of the Terms and Conditions.

3. You acknowledge that You will lose the right to cancel if the Building Services are fully performed within the 14 calendar day cooling off period.

SIGNED for and on behalf of the Trader by:
Matthew J Brown

_____
Authorised Signature

Date: _____

SIGNED by the Customer:

_____
Signature

Date: _____

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SCHEDULE 2

MODEL CANCELLATION FORM

To: <<trader to insert trader's name, geographical address and, where available, fax number and email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for building services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: