

CONSUMER CONTRACT

This Agreement is dated [Date of Contract]

BETWEEN

Dawson Carpentry and Building Limited, a private company incorporated in England and Wales (company number: 12499557) the address of whose registered office is 319 Ashley Road, Poole, England, BH14 0AP **and** the person(s) or company who has any work undertaken by Dawson Carpentry and Building Limited not excluding any third parties who Dawson Carpentry and Building limited or the English Courts see fit to involve.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. "We", "us" or "our" shall mean Dawson Carpentry and Building Limited.
- 1.2. "You" or "your" shall mean the person or organization for whom we agree to carry out works and/or supply materials or to whom a quote is given.

2. PRICE

- 2.1. The agreed price for the works in this instance shall be _____.
- 2.2. The price is based on information available to us at the date hereof. If between that date and completion of the works, there shall be any increase in the cost of materials, labour or other costs, we shall have the right to increase the contract price.
- 2.3. Where we charge you a higher amount, this might occur for a number of reasons, in particular:
 - 2.3.1. If what you need us to do changes;
 - 2.3.2. When we carry out the services, it becomes clear the extent of services we will need to carry out is different from what we agreed before we started carrying out the services and we could not reasonably have foreseen this, given that we provide estimates only and do not give quotations or binding indications of how much we will charge.

2.4. We accept cash and the following credit cards and debit cards:

2.4.1. *(Client cards)*

2.5. We do not accept cheques.

2.6. Nothing in this clause affects your legal rights to cancel this contract during the cancellation period as set out in clause 4 of this contract.

3. THE SERVICES

3.1. The services we have agreed to carry out are as follows:

[Describe Services and Scope]

3.2. The above description is not exhaustive and subject to changes as agreed with you after signing this agreement either prior or during the commencement of the works.

4. TIMESCALE OF SERVICES

4.1. We will carry out the services by the time or within the period which we agree with you.

4.1.1. If we have agreed no time or period, we will carry out the services within a reasonable time.

4.2. In carrying out the services, we might be affected by events beyond our reasonable control. If so, there may be a delay before we can commence or re-commence the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to commence or re-commence the services as soon as those events have been fixed.

5. RIGHT TO CANCEL

5.1. You have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you have requested for us to start providing the services during the cancellation period and the services are fully performed (i.e. the work is completed) during this period.

5.2. To exercise the right to cancel, you must inform us of your decision to cancel this contract by an express clear statement by email. You may use the model cancellation form attached to this contract, but it is not obligatory.

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

5.4. We will not start providing the services during the cancellation period unless you ask us to. You can request for us to start providing the services during the cancellation period by sending an email expressly stating that you are invoking your right under clause 4.4 of this contract for us to start providing the services during the cancellation period. In doing so, you acknowledge that you will lose your right to cancel this contract once the services are fully performed. If you do not send this email, we will not be able to start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

5.5. This means that if you requested for us to start providing the services during the cancellation period and the services are fully performed during this period, you lose your right to cancel and will be required to pay the full price under this contract even if the cancellation period has not expired.

5.6. This does not affect the rights you have if your services are faulty.

6. EFFECTS OF CANCELLATION

6.1. If you cancel this contract in accordance with our provisions as stipulated in Clause 4 of this contract, we will reimburse to you all payments received from you unless you requested for us to start providing the services during the cancellation period by email, in which case you must pay us:

6.1.1. For the services we provided up to the time you told us that you want to cancel this contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under this contract; or

6.1.2. The full price under this contract, if you lost your right to cancel this contract because the Services were fully performed during the cancellation period.

6.2. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

6.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

7. END OF THE CONTRACT

7.1. If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

8. LIMITATION ON OUR LIABILITY

8.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

8.1.1. Losses that were not foreseeable to you and us when the contract was formed;

8.1.2. Losses that were not caused by any breach of the contract, whether an express or implied term, on our part;

8.1.3. Business losses;

8.1.4. Losses arising from delays to any agreed works that is not Our fault;

8.1.5. Losses to parties that are not party to this contract.

9. DISPUTES

9.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible.

10. ALTERATION

10.1. We reserve the right to change the terms of this contract without notice, although reasonable effort to provide notification will be made.

11. GOVERNING LAW & JURISDICTION

11.1. This contract is governed by and shall be construed in accordance with the laws of England and Wales.

11.2. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract.

12. ENTIRE AGREEMENT

12.1. This contract constitutes the entire agreement between you and us and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.