



Terms and Conditions Summary

They seem to be more appropriate to a supply of goods and not services. They are extremely one-sided and not likely to be agreed to by anyone. Some clauses are illegal and open them to misleading and deceptive conduct amongst others. I would not advise using these.

Analysis:

2.1 and 2.2 contradict each other...2.1 says that Conditions cannot be changed unless 'agreed in writing by us' while 2.2 says that if they put other conditions in their quotes that these will be included in the contract.

Furthermore, 'agreed in writing by us' is poor wording...agreed means two sides, on the current wording it looks like they are trying to say that they can unilaterally amend the contract. What is their intention in 2? It needs to be worded to better reflect whatever it is.

3.1 - first sentence is stating the obvious. Not needed.

3.2 allow them to unilaterally change the price without notice. Not likely to be accepted by anyone with half a brain and is likely to lead to disputes, debt recovery problems and misleading and deceptive conduct especially false representations as to price under CCA - fine 40k

3.3 uses of 'agreed by us' again, should be 'agreed by the parties'?

No retention is fine but not likely to be accepted by some clients...

4 - default in payment - really harsh, no one will agree to this,, especially where it says if you miss a progress payment (presumably by even 1 minute), the entire sum becomes due and payable.

5c - hardly going to be possible if goods are used in construction...

5e - agreeing to allow trespass, conversion etc. – not likely anyone will agree to this and owner can subsequently withdraw permission.

5f - onerous and 7 day time frame may be too short to be reasonably complied with

7 - Charging customer for delays caused by third parties – not likely to be agreed to.

8 - May be ok but it allows them to add services and charge at their discretion, another unilateral contract change - again, not likely to be agreed to

10.1 needs updated reference to CCA not TPA

10.4g is illegal - can't contract out of CCA provisions for consumer protection

12 - Indemnity seems more for a computer services/data company...may not be the best here