**Terms and Conditions for Supply of Services to Consumers (off-Premises)**

***Add/delete information in brackets as appropriate***

1. **Who are we and our contact details**

1.1 We are [your business name]. We’re a company registered in the Republic of Ireland with company number [insert registered number] whose registered address is at [insert address].

**OR**

We are a partnership. The partners being [insert partners names] of [insert partners address] and the firm of [insert name of partnership] a partnership under the laws of the Republic of Ireland, whose principal place of business is at [insert address].

**OR**

I am a sole trader [insert name of person] of [insert their address] trading as [insert trading name of sole trading business] with my principal place of business as [insert business/trading address].

1.2 You can get hold of us in any of the following ways:

1. by telephoning us on telephone number;
2. by emailing us at email address;
3. by writing to us at address.

1.3 In case you need it, our VAT number is [VAT number].

**2. What do these terms do and why are they important?**

2.1 These terms and conditions are important. Please read them carefully before you place an order with us. They explain how we will supply you with the services that you have ordered. They describe our payment terms and delivery times. They also set out the situations in which this contract may be amended or cancelled by you (including within a cooling-off period) or by us and what you should do if there is a fault with the services which we have supplied to you, amongst other matters.

2.2 If, in these terms and conditions, we say that either of us may contact the other in ‘writing’, then this means it can be by letter or by email.

2.3 We only supply services in the Republic of Ireland.

**3. Your personal details and how we will contact you**

For information about how we collect and use your personal information, please see our privacy notice which is available here (specify web address).

1. **Order Process and the Contract between you and us**

When you place an order with us the legal contract between you and us will only come into existence when we tell you that we can supply the services to you which will usually be in writing. If we tell you that we cannot supply the services to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to supply the services, and we have already received payment from you, then we will promptly refund you for any services which we cannot supply to you.

1. **Changes to services**

5.1 If you would like to make a change to the services which you have placed an order for, then please contact us [as promptly as you can] **OR** [please describe the means by which you wish you be contacted]. We will always be happy to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period whilst any changes are made, or any other consequences or changes arising from your request. If your requested change is possible, we’ll ask you to confirm that you would like to continue with the change, to ensure that we’re both clear on how we need to fulfil your request.

5.2 In some circumstances we may need to make minor changes to the services which you ordered. As these are minor changes and will not affect your use of the services, we will not usually contact you about these. These minor changes are likely to be:

1. because we need to update the services to implement a change in the law, or a regulatory requirement; and/or
2. because we need to make minor technical changes or enhancements, that will not affect your use, handling or enjoyment of the services.

5.3 It is possible that exceptionally, we may need to make a more major change to the services. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you’ll be entitled to cancel the contract and section 13.1(cancellation terms) of these terms and conditions will apply.

The changes which we expect to fall under this section are:

1. explain likely changes.
2. **Payment details**

6.1 The price of the services will be the price set out in [our catalogue] **OR** [our brochure] **OR** [our price list at the time when you place your order], unless another price has been expressly agreed and confirmed [in writing] between us. Our prices include VAT at the current rate.

6.2 We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the price in your order, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the price in your order, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract section 13.1 of these terms and conditions will apply).

6.3 Any costs for delivery of the services and any costs for installation of the services and other costs associated with the services will be the amounts set out in our price list at the time when you place your order OR set out in our catalogues OR set out in our brochures OR that we confirmed to you before placing your order.

6.4 When you need to pay depends on whether the services are purchased on a one-off or ongoing:

a. For one-off services, you must make a prepayment of [number]% of the price **OR** €[amount] before we begin to supply the services. You must pay the remainder of the price on completion of the services. You must pay the **OR** each invoice within [number] days of the date of the invoice;

**OR**

For one-off services, we will invoice you on completion of the services. You must pay the **OR** each invoice within [number] days of the date of the invoice;

**OR**

For one-off services, we will invoice you weekly **OR** monthly in advance **OR** in arrears for the services until the services have been completed. You must pay the **OR** each invoice within [number] days of the date of the invoice;

1. For ongoing services we will invoice you [weekly **OR** monthly] [in advance **OR** in arrears] for the services. You must pay the OR each invoice within [number] days of the date of the invoice

We accept payment by [explain how you accept payment – for example cash/credit card/debit card/cheque/EFT].

If you do not pay us on time, we may charge you interest at the rate of [2%] a year above the base rate of [bank] from time to time. The interest will accrue each day from the date that the amount you owe us was due, until the date you make payment of the amount that is overdue. It will accrue whether or not it is before or after any court judgment. You must pay the interest to us when you make payment to us of the amount that is overdue. If you write to us and request it, we will send you a statement of the interest you owe us to date, and the additional amount being added each day.

1. **Delivery and Collection of services**

Before you place your order we will let you know when we will supply the services to you.

**OR**

Supply times will depend on whether the services you have ordered are one-off or subscriptions:

1. For one-off services, we will begin supplying the services on the date we agreed with you when you placed your order and the approximate date for completion of the services will be the date we advised you when you placed your order;
2. For ongoing services, we will supply the services to you until the services have been completed or the contract is cancelled by you (see section 13) or by us (see section 14) or until we withdraw the services (see section 15).

7.1 We will contact you if we are delayed in supplying the services to you [or if we are delayed in installing the services] because of circumstances which are not within our control. If we contact you within a reasonable time to let you know about this, then we will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact us to cancel the contract, and we will provide you with a refund for any services which you have paid for but not yet received.

7.2 If we cannot post the services through your letterbox and/or no one is available to take delivery of them when we try to deliver them to you, then [you will receive a note about how to re-arrange delivery and/or how to collect the services. If you then do not re-arrange delivery of the services or collect them from the place specified in the note, we will contact you for instructions about what to do next and we may charge you for the storage costs we incur during this period as well as any further delivery costs in respect of a re-arranged delivery **OR** specify alternative]. If after this, we are still unable to arrange the re-delivery or collection of the services with you, then we may cancel the contract and the consequences set out in section 16.2 below will apply.

7.3 If you told us that you would like to collect the services, then you can collect them once we have confirmed that they are ready for collection. You can collect them between [hours] on [days]. If you do not collect the services from us within [a reasonable time] **OR** [number] days of us letting you know that they are ready for collection, we will contact you about what to do next, and we may charge you for the storage costs we incur during this period. If we are still unable to arrange collection of the services with you, then we may cancel the contract, and the consequences set out in section 16.2 will apply.

**8. Suspension**

8.1 If something happens that means we must suspend the supply of the services to you, for example:

1. to make minor technical adjustments or to resolve technical issues;
2. to update the services to implement a change in law or any relevant regulatory requirement,

then we will contact you to let you know.

8.2 We will usually let you know in advance of any suspension unless it is an emergency, in which case we will let you know as soon as reasonably possible. If we do suspend the supply of services, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.

8.3 If we are going to suspend the supply of a service for more than [time period] then you may contact us to cancel the contract. We will provide you with a refund for the relevant service for which you have made payment, but have not yet received.

**9. Your obligations**

9.1 We will inform you in the description of the services in [our brochure] **OR** [our catalogue] **OR** [on our website] and/or during the order process of information which we need from you in order to supply you with the services. We will contact you to request this information.

9.2 If you don’t provide us with this required information in a reasonable time, or if information which you give us is not accurate, we may cancel the contract (and the consequences set out in section 14.2 will apply), or we may charge you for the additional costs which we incur as a result.

9.3 If you don’t give us required information within a reasonable time, we will not be liable to you if this causes a delay in supplying you with the services, or if we do not supply any part of them to you.

9.4 So that we can supply the services to you, you will need to allow us access to your property. If you do not allow us access to your property at the time and date arranged with you we will contact you for instructions about what to do next and we may charge you for the additional costs which we incur as a result of you not allowing us access. If we are still not able to make arrangements with you for access to your property then we may cancel the contract and the consequences set out in section 14.2 will apply.

**10. If there is a fault with the services**

10.1 We hope that you are satisfied with the services which we have supplied to you, but if there is a fault with them, then please contact us using the details set out in section 1.

10.2 We must supply services to you which meet your consumer rights.

10.3 This section 10.3 provides you with a summary of your consumer rights if there is a fault with the services which we have supplied to you. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Information on [www.citizensinformation.ie](http://www.citizensinformation.ie). If we have supplied you with services, Sale of Goods and Supply of Services Act 1980 says:

1. You can ask us to repeat or fix a service if it’s not carried out with reasonable care and skill, or get some money back if we can’t fix it.
2. If you haven’t agreed a price beforehand, what you’re asked to pay must be reasonable.
3. If you haven’t agreed a time beforehand, the services must be carried out within a reasonable time.

**11. Our liability if you suffer loss or damage**

11.1 If we do not comply with any section of these terms and conditions, or we do not use reasonable care and skill in supplying the services to you, then we are liable to you for loss and damage which you suffer and which we cause, so long as the loss or damage which is caused is foreseeable. Loss or damage is foreseeable if it is obvious that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.

11.2 Where we are supplying services at your property, we will make good any damage which we cause to your property whilst supplying the services.

11.3 We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services (a summary of which is set out in section 10.3) or for providing you with defective items under the Sale of Goods and Supply of Services Act 1980.

11.4 If we provide any advice to you, including in any instructions or manuals provided to you with the services, then you should follow these carefully. We will not be liable to you for any damage which is caused due to your failure to follow such advice or instructions.

11.5 We only provide services for private and domestic use. We do not provide them for business or commercial use. If you do use the services for business or commercial use, we will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.

**12. Cooling-off period and your right to cancel the contract during it**

12.1 Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract. Those other rights are set out in section 13 below. The cancellation rights during the cooling-off period do not apply to any purchases which you have made in our shops.

12.2 When you buy services in circumstances which the law calls ‘off-premises’ (in most situations this is where you have bought services from us in a place which is not our business premises), then in most cases you will have the right to cancel the contract within the cooling-off period (explained in section 12.3 below) because you have changed your mind. (This right exists unless one of the circumstances set out in section 1.4 below applies.) If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide us with any reason for cancelling.

12.3 The length of the cooling-off period during which you can cancel the contract due to a change of mind, depends on whether the services are one-off or ongoing. It is also subject to certain exceptions which are set out in section 12.4 below. You can calculate the cooling-off period as follows:

1. For services you have up to 14 days after the day we contact you to accept your order to cancel the contract.

12.4 If any of the following circumstances applies to the services which you have ordered then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of those services because you have changed your mind:

1. if the services have been completed;
2. if you requested us to carry our urgent maintenance or repairs;
3. if the services are for accommodation, vehicle rental services, catering services or other services related to leisure activities and if the contract for those services is for a specific date.

12.5 If you want to cancel the contract because you have changed your mind then you should let us know before the end of the cooling-off period (as calculated in accordance with section 12.3) in one of the following ways:

1. contacting us on the details set out in section 1 and include your name, e-mail address, address and order details providing a clear statement that you want to cancel; or
2. filling out the form which is available at [insert link] and submitting it to us, or print off that form and post it to us, in either case using the details set out in section 1.

12.6 If you cancel the contract during the cooling-off period after we have begun services because you have requested us to begin the services during the cancellation period (but before we have completed them) then you will have to pay us for the services which we have supplied to you up to the point at which you let us know that you want to cancel the contract because you have changed your mind. The costs will be a proportion of the total price of the services.

12.7 If you cancel the contract during the cooling-off period because you have changed your mind then we will provide you with a refund for the services as well as any standard delivery costs which you paid, but if you chose a more expensive delivery option than our standard delivery when you placed your order then we will only refund you an amount equivalent to our standard delivery costs, We will provide you with a refund within 14 days of the day after you let us know that you want to cancel the contract.

**13. Your rights to cancel the contract**

13.1 In addition to your rights to cancel the contract during the cooling-off period set out in section 12, if any of the following circumstances apply, you have the right to cancel this contract immediately:

1. we have informed you that there was an error with the price or the description of the services when you placed the order, and you now do not wish to proceed based on the correct price or description;
2. we have informed you that we need to make a major change to the services (see section 5.3) and you do not want to proceed with the change;
3. there is a significant delay in supplying the services to you, because of circumstances which are not within our control (see section 7.2);
4. we have informed you that we need to suspend the supply of services to you, for any of the reasons set out in section 8.1, for more than [period]; or
5. you have some other legal right to cancel the contract because of something we have done.

If you do cancel the contract for any of the above reasons (section 13.1(a) to 13.1(e)) then we will provide you with a refund for any services which you have paid for but we have not yet supplied, or we may provide you with a refund for any services which have not been properly supplied to you. In certain circumstances you may also be entitled to further compensation.

13.2 If there is a fault with the services which we have supplied to you, please see section 10 of these terms and conditions.

13.3 If you are cancelling the contract for any other reason which is not set out in section 13.1 or section 12 (where you are cancelling during the cooling-off period), then the contract will end immediately, and we will provide you with a refund for any services which you have paid for but not yet received. However, we may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then we may charge you an amount of reasonable compensation for costs which we incur due to you cancelling the contract.

**OR**

If you are cancelling the contract for any other reason which is not set out in section 15.1 or section 14 (where you are cancelling during the cooling-off period), then the contract will end in [period] and you will continue to pay us for any services supplied during that period. If you have made payment for any services that is/are to be supplied to you after that period, we will provide you with the relevant refund.

**14. Our rights to cancel the contract**

14.1 If you don’t comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:

1. you do not pay us on time and you do not pay us within 5 days of us telling you that payment is overdue (see section 6.4);
2. you do not provide us with information which we have requested from you within a reasonable time (see section 9.1);
3. if we are supplying services at your property, you do not allow us entry to the property or re-arrange a time for entry to the property (see section 9.4)

14.2 If we cancel the contract because you have not performed your obligations (including those examples listed in section 14.1), we will provide you with a refund for any services for which you have paid but not yet received. However, we may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then we may charge you, [€amount as compensation for any costs which we incur due to having to cancel the contract **OR** an amount of reasonable compensation for costs which we incur due to having to cancel the contract].

**15. If we stop supplying services**

If the services with which we supply you are supplied on a subscription basis (and are not a one-off purchase), we may decide at some point in the future to stop supplying them. If we decide to stop supplying them, we will contact you at least [period] before we stop providing them, to let you know. If you have made payment for services which we will no longer be supplying to you, we will give you the relevant refund for what you will not receive.

**16. General**

16.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.

16.2 You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.

16.3 If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.

16.4 If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.

16.5 Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.

16.6 If there is ever any dispute between you and us, then it will be resolved using the law of the Republic of Ireland.

16.7 If you are dissatisfied with how we have handled your complaint, you can contact our alternative dispute resolution provider called [name] at [contact details]. Alternative dispute resolution allows parties who are in dispute to refer the dispute to an independent party to resolve. [name] will not charge you for referring a dispute to them. If you are not happy with the outcome that is provided then you can still bring proceedings in court.

**MODEL CANCELLATION FORM (OFF-PREMISES CONTRACTS)**

To [enter your business name, address and, where available, fax number and email address]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

**Guidance Notes**

**General notes**

**Terms and conditions for sale of services to consumers (off premises)**

These are standard format terms and conditions for businesses to provide to consumer customers in the context of an ‘off-premises’ sale.

These terms relate to the sale of services. If you sell goods and/or digital content as well, you’ll need one of our other templates focused on these other combinations as they’ll be better tailored to suit your business activities.

Here’s some helpful background that’s good to know when you’re forming your terms and conditions.

**What’s selling ‘off-premises’?**

Where you sell to consumers, you’ll be selling

* ‘on premises’
* ‘off-premises’, or
* at a ‘distance’.

We’ve included an explanation of each of these below. Use these to cross-check which definition applies to your sales to consumers.

**You supply services to consumers off-premises if:**

1. you make the contract at a place where you are both physically present, and that place is not your business premises (for example, the contract is signed at the customers home, or where they work), or
2. an offer to buy is made to you by the customer, where you are both physically present, and you’re in a place which is not your business premises (for example, when a consumer signs the order form in their home, or the consumer’s place of work, and you then agree the actual contract at a later point), or
3. you enter into a contract that is agreed at your business premises, or via a distance communication (e.g. by phone), immediately after a meeting with the customer at a place which is not your business premises (for example, you show the consumer something on the high street and then take them to your office to sign the contract, or ask the consumer to complete the contract on your handheld tablet), or
4. you enter into a contract with the customer during an excursion which you organise in order to sell to them (for example, you meet them on holiday and take them to a different place with the aim of selling them something).

**You supply to consumers via ‘distance selling’ if…**

…you enter into the contract (and negotiate and agree it) entirely remotely, whether by telephone, catalogue or internet.

To fall within the definition of ‘distance-selling’, it does require there to be an ‘organised scheme’ of sales by this method, so if you have a shop and usually sell to customers directly in your shop, but as a one-off sell something over the phone then you are unlikely to fall within the distance-selling classification.

However, if you do ‘distance’ sell on a regular basis, then you’ll need our template terms and conditions for sales of services to consumers (at a distance) or if you sell a different combination of goods, services and/or digital content then you’ll need the relevant terms which match your combination.

**If you sell via a website then this counts as a distance sale …**

…and you’ll need our **Website terms and conditions for sales of services to consumers.**

**An ‘on premises’ sale is …**

…anything which does not fall within the definitions of ‘off premises’ sale or ‘distance’ sale.

This typically means that if you sell to a customer in your shop, then the sale will be ‘on-premises’.

If you do fall within this definition, then you’ll need our template **terms and conditions for goods to consumers (on premises)**.

If you’re not sure about what you need, or you have any questions, our guides to **terms and conditions for consumers** and for **business sales** are a great starting point.

**Paragraph Specific notes**

* 1. **Your general privacy notice for trading purposes**

You’ll need to insert the details of the relevant link to your privacy notice here or confirm where it can be found.

You must have a privacy notice which explains to your customers about the personal information you collect about them and how it is used amongst other matters.

If you don’t already have one, then you can use our template **general privacy notice** or our **website privacy notice**.

#### **5.3.a Major chances to what you offer will impact the contract terms**

The sorts of changes that you might wish to list here could include the need to substitute the colour of some goods.

This wording is optional, but our experts strongly recommend that you include it here to prevent any ambiguity or misunderstanding. Under Irish consumer-related legislation, you must inform your customer at some point before the contract is made, what the changes triggering section 6.3 are likely to be.

This is the neatest way to achieve compliance with those rules.

**6.1 You must include VAT**

All prices in consumer contracts must be inclusive of VAT

#### **6.4 Your ability to charge late payment interest**

In order to be legally fair under a consumer contract, the rate at which you charge interest should be relatively low, for example 1% or 2 % a year above the base rate.

Of course, you may decide to delete this clause altogether and not charge interest on late payments.

**7. How you’ll deliver the services**

You’ll need to work through this section to consider which of the drafting options suit your circumstances and intentions.

**12. It’s mandatory to allow a cooling off period and cancellation rights for off-premises sales**

The required inclusion of cancellation rights during the cooling-off period is a key feature of an off-premises contract.

The legislation which governs this is the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

They set out specific criteria and information which you must give to a consumer before entering into an off-premises contract, which includes information relating to cancellation rights.

**12.4 Items that are excluded from the cancellation rights**

You should work through this section and include any parts which may be relevant to the services which you supply to your customers.

This is not an exhaustive list of all items which are excluded from the cancellation rights, and you should check that your services do not fall within the exclusions

#### **12.4.b What does ‘urgent’ cover?**

This would cover emergency services offered by a plumber to fix a burst pipe. However, if the customer asked the plumber to also carry out non-urgent repairs whilst they were at the property then those non-urgent services would attract the cancellation rights.

#### **12.5.b Consumers must be able to access a cancellation form**

You must give the customer access to fill out a form if they wish to cancel the contract (although the customer does not have to fill out this form to cancel the contract during the cooling-off period and they can let you know in some other way).

The form is a standard form which is set out in the legislation and is called the Model Cancellation Form. You can find a copy at the end of these terms. However, on your website you may want to include the form in a separate link which the customer can click on and access.

If you do have an online form which you ask customers to complete, then on receipt of a submitted form you must acknowledge their submission without delay by e-mailing them or writing to them.

#### **12.6 Cancelled services – and being able to charge the consumer for them**

The customer must have expressly requested you to begin the services during the cancellation period. If you have chosen to begin the services during the cancellation period (without an express request from the customer) and they cancel, then you will not be able to charge for the services performed during the cooling-off period.

You could achieve this by having a box which the consumer must tick on your website, either before they place their order or before the services are to begin which requires them to tick to confirm that if they request the services to begin during the cooling-off period then they will have to pay for services performed if they then decide to cancel the contract in the cooling off period.

#### **13.1.d Suspension of services – time period**

The time period here should be the same as the time period that you chose for section 8.3.

#### **13.3 Cancellation-related fees**

The first option at section 13.3 is potentially more consumer friendly, as it does not tie the consumer into the contract for long periods (which may be considered potentially unfair).

The second option may only be appropriate in a contract for ongoing services.

The period should not be too long. So, if the arrangement is a monthly subscription, a month’s notice may be reasonable, but any longer may be potentially considered unfair.

#### **16**. **Standard contract terms (often called ‘boilerplate’)**

These are standard terms in Irish contracts for business to consumer transactions and you’d expect to find them here.

Each of them covers a key area of law that either protects you or contain terms that are mandatory for suppliers of B2C goods and services under Irish law.

**The mandatory, model cancellation form**

The wording on this form is specified by the law. You should therefore only change those parts indicated (your name and contact details) and then you must make it available for your consumers to complete if they decide to cancel the contract with you.

**End of notes**