# Pleading Services breach of contract

1. D is a trader
2. C is a consumer
3. C entered into a contract on [date] for D to supply a service to C for £[price].
4. Set out key express terms in the contract
5. Particularise other salient aspects of service including
   1. Key information said or written to C by or on behalf of D, about D or service (s.50)
      1. C took into account the information when deciding to enter into the contract and/or when making any decision about the service
      2. Information provided by D in accordance with reg 9, 10 or 13 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regs 2013 -plead that this is a term of the contract
   2. [Price (s.51) [nb this is perhaps more likely to be relevant in a Defence to a claim for payment, or a claim for restitution if money paid]
      1. Where no price agreed specify what work was done
      2. State what a reasonable price for this work is]
   3. Dates for completion (s.52)
      1. Where contract does not specify the time for completion state what time is reasonable for completion
6. Particularise in what way the contract required D to perform the contract with reasonable care and skill (s.49)
7. Assert that it was a term of the contract that the trader would perform the contract with reasonable care and skill, that the listed information was a term etc.
8. [Assert that a term which seeks to exclude D’s liability under s.49, s.50, s.51 or s.52 is not binding on the consumer –(see s.57). Alternatively such a term is unfair under Part 2 -and particularise unfairness]
9. In breach of the terms… particularise the facts which demonstrate the services was not provided with reasonable care and skill, in accordance with the information
10. Assert that (s.54)
    1. The service does not conform to the contract (where breach of s.49 or s.50)
    2. D is in breach of the contract (if in breach of s.52)
11. Set out the remedy the C is seeking (s.54(3)-(5):
    1. Repeat performance (s.55)
       1. On [date] C required D to repeat the performance to render it in conformity with the contract
       2. Plead D’s response (s.55(2) & (4)
          1. D did not provide the service within a reasonable time, having regard to the nature of the service and the purpose of the service
          2. D did not provide the service without significant inconvenience to C having regard to the nature of the service and the purpose of the service
          3. D sought to pass on costs of the repeat performance to C
          4. D refused to provide the repeat performance
    2. Price Reduction (s.56)
       1. Set out trigger for price reduction right
          1. It was impossible for D to repeat performance of the contract because… [or]
          2. D has failed to provide repeat performance [or]
          3. D is in breach of a term which s.50 requires to be treated as included in the contract, but this term does not relate to the service (s.54(4)) [or]
          4. D is in breach of the obligation to perform the contract within a reasonable time under s.52 (s.54(5))
       2. Accordingly C is entitled to a price reduction of £[amount] [nb this could be 100%]
    3. C may claim other remedies under s.54(7) including
       1. Damages
       2. Payment for failure of consideration
       3. Specific performance
       4. Breach of contract
12. Final Prayer
    1. List of remedies
    2. Interest
13. Statement of Truth