

BUSINESS INTERIORS (GB) LIMITED
TERMS & CONDITIONS OF SALE

1. INTERPRETATION

- 1.1 In these conditions:-
"the Client" means the person, firm or company who accepts a quotation from the Company for the carrying out of the Works or whose order for the Works is accepted by the Company;
"Conditions" means the standard terms and conditions set out below and includes any special terms and conditions agreed in writing between the Client and the Company;
"Contract" means the contract for the carrying out of the Works;
"the Company" means Business Interiors (GB) Limited;
"the Contract Price" means the price agreed between the Client and the Company for the Works;
"Goods" means goods to be supplied by the Company to the Client under the Contract;
"Services" means services to be supplied by the Company to the Client under the Contract;
"the Site" means the site at which the Works are to be carried out;
"Works" means the works (including the supply of Goods and/or Services) which the Company is to undertake for the Client and the phrase "completion of the Works" shall be construed accordingly.
1.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

2. AGREEMENT TO CARRY OUT WORKS

- 2.1 The Company shall carry out the Works in accordance with any written quotation of the Company which is accepted by the Client on a date agreed between the Client and the Company subject to the Conditions which shall govern the Contract to the exclusion of any other terms and conditions.
2.2 Unless specifically referred to in the Company's written quotation, the following Works do not form part of the Contract Price and are the responsibility of the Client to carry out at the Client's expense:-
2.2.1 clearing the Client's stock from the Site;
2.2.2 provision of rubbish skips;
2.2.3 flooring to existing sub-base at the Site;
2.2.4 connection of the Works to the existing electricity cables and fuse board;
2.2.5 connection of the Works to the existing water supply and/or foul drainage pipes;
2.2.6 re-positioning of telephone points and/or CAT 5/6 cabling and sockets and/or computer equipment and/or alarm sensors and alarm panels;
2.2.7 cleaning the Site after completion of the Works.
2.3 No variation to the Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Client.
2.4 The Company's employees or agents are not authorised to make any representation concerning the Works unless confirmed by the Company in writing. In entering into the Contract, the Client acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.
2.5 Any advice or recommendations given by the Company or its employees or agents to the Client relating to the Works which is not confirmed in writing by the Company is followed or acted upon entirely at the Client's risk and the Company shall not be liable for any such advice or recommendations not so confirmed.

3. ORDERS AND SPECIFICATIONS

- 3.1 If, before the Works commence, it becomes apparent that the Company's written quotation for the Works has been under priced because of a significant error or miscalculation by the Company the Client and the Company will negotiate in good faith to agree a new Contract Price. If the parties are unable to agree a new Contract Price either party shall be entitled on seven days' notice to the other to terminate the Contract.
3.2 The Contract may not be cancelled by the Client except with the agreement in writing of the Company and on terms that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company both up to the time and as a result of cancellation.
3.3 If the Contract is subject to the Client obtaining finance to pay the whole or part of the Contract Price, either party may cancel the Contract on seven days' notice to the other if either the Client fails to secure the required finance or the Company after carrying out credit checks on the Client reasonably concludes the Client is unlikely to be able to obtain finance.

4. PRICE

- 4.1 The price of the Contract shall be the Contract Price together with VAT at the rate prevailing at the date of the delivery of the Company's invoice(s) to the Client.
4.2 The Company reserves the right, by giving notice to the Client at any time before completion of the Works, to increase the Contract Price to reflect any increase in costs to the Company which is due to any factor beyond the Company's reasonable control including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs, any change in delivery dates or quantities or specifications for the Goods or the Services which is requested by the Client, the inadequacy of any water supply or electrical supply at the Site, the presence on the Site of any asbestos or other hazardous materials or any structural defects at the Site, or any delay caused by any instructions of the Client or failure by the Client to give the Company accurate and adequate information or instructions.
4.3 Any changes of quantities or specifications for the Goods and/or the Services shall be charged at a man hour rate of £25.00 per hour plus materials plus expenses and VAT or at the amount agreed between the Company and the Client.

5. TERMS OF PAYMENT

- 5.1 Subject to any special terms agreed in writing between the Client and the Company, the Company shall be entitled to receive payment of the Contract Price from the Client as follows:-
5.1.1 where the Works consist of the supply of Goods alone:-
5.1.1.1 50% at the date of the Contract.
5.1.1.2 50% on delivery of the Goods;
5.1.2 where the Works consist of the supply of Goods and provision of Services:-
5.1.2.1 10% on the date of the Contract;
5.1.2.2 50% on commencement of the Works;
5.1.2.3 30% half-way through the Works; and
5.1.2.4 10% on completion of the Works.
5.2 The time for payment of the Contract Price shall be of the essence of the Contract.
5.3 If the Client fails to make payment of any of the Company's invoices in accordance with the payment requirements set out at clause 5.1 above then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-
5.3.1 cancel the Contract or suspend the carrying out of any further Services for the Client; and
5.3.2 charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 5% per annum above the Bank of England Base Rate until payment in full is made.

6. INSTALLATION/CARRYING OUT OF WORKS

- 6.1 Prior to delivery of the Goods to the Site the Client agrees to visit the Company's workshop to inspect and approve the Goods.
6.2 The Works shall (subject to clause 13 below) be carried out at the time agreed in writing between the Company and the Client or as soon as reasonably possible thereafter.
6.3 The Client will allow the Company such access to the Site as the Company reasonably requires. The Client shall indemnify the Company against any loss (including loss of profit), costs, damages, charges and expenses incurred by the Company as a result of any failure by the Client to comply with the terms of this sub-clause 6.3.
6.4 The Company will comply with all reasonable requests made by the Client to ensure that the least possible disruption is caused to the Client during the carrying out of the Works.
6.5 The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor shall any such delay or failure entitle the Client to refuse to accept any delivery or performance of or repudiate the Contract.

7. RISK

Risk in the Goods will pass to the Client when they are delivered to the place specified as the place of delivery by the Client in writing. It is accordingly the Client's responsibility to insure the Goods from the time of delivery.

- 8. PROPERTY**
The property in the Goods will not pass to the Client until payment of the price of the Goods (and for all other goods and/or services agreed to be sold and/or supplied by the Company to the Client for which payment is then due) has been made in full. Until such time:-
8.1.1 the Client will hold the Goods as the Company's bailee and fiduciary agent; and
8.1.2 the Client will keep the Goods separately from other goods so that they can be identified as the Company's property and will keep the same protected and insured.
8.2 Until such time as property in the Goods passes to the Client the Company shall be entitled at any time to require the Client to deliver the Goods to the Company and, if the Client fails to do so forthwith, to enter upon any premises of the Client or any third party where the Goods are believed to be stored and repossess the Goods.
- 9. CLAIMS NOTIFICATION**
9.1 Any claim for non-delivery of Goods shall be notified in writing by the Client to the Company within three days of the Company's invoice.
9.2 Any claim that any of the Goods have been delivered damaged, are not of the correct quantity or do not comply with their description, shall be notified by the Client to the Company within three working days of their delivery.
9.3 Any alleged defects in the Works shall be notified by the Client to the Company within three working days of completion of the Works or in the case of a defect which is not reasonably apparent on inspection within five working days of the defect coming to the Client's attention.
9.4 Any claim under this condition must be in writing and must contain full details of the claim.
9.5 The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition.
9.6 The Company shall have no liability with regard to any claim in respect of which the Client has not complied with the claims procedure in this clause 9.
- 10. FAULTS - REMEDIES**
10.1 Subject to sub-clause 9.2, if the Client proves that any of the Goods have been delivered damaged, the Company will at its option replace the same with similar goods or allow the Client credit for their invoice value or repair the damaged goods.
10.2 Subject to sub-clause 9.3, if the Client proves that the Works have not been carried out correctly the Company will remedy the defect provided the defect becomes apparent within six months of the date of completion of the Works.
10.3 Under no circumstances will the Company be liable for any claim arising from:-
10.3.1 the suitability of the Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known by or communicated to the Company;
10.3.2 defects or damages resulting from fair wear and tear or improper use by the Client or failure by the Client to comply with the instructions or advice of the Company or the manufacturer of the Goods or neglect of any other description;
10.3.3 Goods which have been adjusted, altered, adapted or repaired by any party other than the Company;
10.3.4 variations in the quantities or dimensions of any of the Goods or changes in specifications or substitution of any material or components if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified;
10.3.5 any defect arising from any design or specification provided or made by the Client or if any adjustments, alterations, adaptations or other works have been carried out to the Goods by any person other than the Company;
10.3.6 the aftercare or maintenance of the Works.
10.4 In no circumstances whatsoever shall the Company's liability to the Client (on whatever ground) arising under out of or in connection with the Contract or the Works exceed the invoice price of the Works in regard to which complaint is made.
10.5 Save as expressly provided in the Conditions, all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
10.6 Except in respect of death or personal injury caused by the Company's negligence and/or breach of statutory duty or in respect of fraudulent misrepresentation, the Company shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or the carrying out of the Works or the purported performance of the Contract or use or resale of the Goods by the Client, except as expressly provided in these conditions.
- 11. COMPLIANCE**
It shall be the duty (unless otherwise agreed in writing by the Company) of the Client to obtain such licences, permits, approvals and other sanctions as are necessary for the Works to comply with all statutory, regulatory, contractual and other provisions.
- 12. INSOLVENCY OF CLIENT**
12.1 This clause applies if:-
12.1.1 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
12.1.2 an encumbrancer takes possession, or a receiver or administrator is appointed, of any property or assets of the Client; or
12.1.3 the Client ceases, or threatens to cease, to carry on business; or
12.1.4 the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
12.2 If this clause applies then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client.
- 13. FORCE MAJEURE**
The Company shall not be considered in default of any of its obligations to the extent that performance of the Contract is delayed or rendered impossible by strikes, lockouts, fire, accidents, defective materials, delay in receipt of raw materials or bought-in goods or components or in the issue of any licence, permit, approval or other sanction applied for in accordance with clause 11 above or any other cause beyond the reasonable control of the Company.
- 14. SUB-CONTRACTORS**
The Company shall be entitled at its discretion to sub-contract any portion of the Contract, but no such sub-contract shall affect the Company's liabilities under the Contract.
- 15. SAFETY**
The Client shall take all such steps as may be necessary to ensure the safety of:-
15.1 The persons instructed by the Company to carry out any portion of the Works.
15.2 The Client's customers and staff during the course of the Works.
- 16. GENERAL**
16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing (which shall include facsimile transmission) addressed to that other party at its registered office or principal place of business in England and Wales, or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
16.2 None of these conditions may be enforced by any person, firm or company who is not a party to the Contract.
16.3 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
16.4 If any provision of the 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 Conditions and the remainder of the provision in question shall not be affected thereby.
16.5 Any dispute arising out of the Conditions or the carrying out of the Works shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated at the request of either party by the President for the time being of the Royal Institute of Chartered Surveyors.
16.6 The Contract shall be governed by the laws of England and Wales.
- 17. STATUTORY RIGHTS**
Nothing in these terms and conditions shall affect the Client's statutory rights as a consumer.