

Terms & Conditions

1. Definitions and Interpretation

"The Company" means Spaceworks Interiors LTD "the contract" means the Contract whereby the company agrees to supply goods and/or services subject to these conditions.

"the Customer" means the party contracting hereunder with the Company.

"the goods" and "the services" "the works" means respectively the goods and services to be supplied hereunder as described on the quotation / specification / drawings.

"the Contract Documents" means any quotation or estimate provided by the Company together with the customer's order and the Company's acknowledgement of order and these Conditions provided always that if there be any conflict between any of the Contract Documents then the terms and conditions set out herein shall prevail.

2. Basis of Contract

2.1 Any quotations shall remain open for a maximum period of thirty (30) days from the date appearing thereon and may be withdrawn or altered by the Company at any time within such period without notice.

2.2 Any quotation submitted by the Company amounts to an invitation to treat and not an offer. The placing by the customer of any order (whether or not any quotation may have been submitted) shall constitute an offer by the Customer, The Contract shall not be taken to have come into existence unless and until the Company shall have received and accepted the Customer's order. Acceptance by the Company shall be deemed to include acceptance of these conditions, which shall form the conditions of the Contract and shall apply the exclusion of any terms or conditions put forward by or on behalf of the Customer.

3. Prices

If the Company's performance of the Contract is interrupted or hindered for any reason other than the default of the Company, then the Customer may be responsible for additional costs and/or losses caused by such delay and hindrance.

4. Tax

All prices quoted are subject to the addition of value added tax and any other tax, levy, duty or surcharge applicable. Tax will be charged at the prevailing rate on the day of invoice.

5. Payment

5.1 The Company's invoices are due for payment 14 days from date of invoice unless there is an arranged payment terms contract in place for split payments across the project life span agreed between the Company and the Customer.

1.2 Except as otherwise expressly agreed in writing, no discount or allowance can be claimed by the Customer.

1.3 When payment of any of the company's invoices is overdue, the Company reserves the right to:-

5.3.1 suspend its performance of the Contract to which the invoice relates and/or of any other contracts then subsisting between the Company and the Customer and

5.3.2 debit and recover from the Customer simple interest on the amount overdue at the rate of 5% over the base rate of The Bank of England as applies from time to time.

5.3.3 require the Customer to make a deposit of such sum as the Company considers appropriate before recommencing performance of the contract or any other Contract.

6. Variation and Cancellation

The terms of the Contract may not be varied, nor may it be suspended or cancelled without the prior written consent of the Company.

7. Materials

7.1 In so far as the Company interprets the Works and/or selects materials in connection with the quotation / invoice, or in connection with variations thereto, the Company warrants to the Customer that the Company has exercised reasonable skill and care in the preparation of such interpretations and the selection of such materials insofar as the use or purpose of the Works has been made known to the Company by the Customer or should otherwise have been reasonably known by the Company.

7.2 The Company gives no warranty as described in sub-clause 7.1, or at all, in respect of designs, products or materials which have been supplied and/or specified by the Customer and which are referred to in the quotation / invoice.

7.3 The Company will endeavour to match materials, which vary in figure, colour and/or texture, but samples submitted must only be taken as a fair example of the bulk (eg marble, granite, timber, metal etc..)

7.4 Any existing structures or materials on the site replaced by new work will be taken away and will become the property of the Company unless agreed otherwise in writing.

8 .Time for Performance

8.1 No provision or stipulation as to the time within which the Company shall perform its obligations under the Contract shall be, or be deemed to be, of the essence of the Contract.

8.2 The Company shall not be liable to the Customer, if and to the extent that the Company's performance of its obligations under the Contract is delayed by circumstances outside the Company's reasonable control whatsoever and howsoever and whosoever's and whosoever's arising.

8.3 In the event that the Company's performance of the Contract is delayed by matters outside its reasonable control for any period of time, then the company reserves its right to adjust its price to such amount as it may consider reasonably appropriate in the prevailing circumstances.

8.4 The Company agrees to complete the Works within the time stated in the quotation or within any extended time pursuant to sub clauses 8.2 and 8.3 above. Overtime work at the Customers request to complete the Works within the same time stated in the quotation or the time so extended may be subject to extra charge which will be added to the Contract sum.

9. Warranty - Defects after completion

9.1 Subject to sub-clauses 7.1 and 7.2 above, should any defects arise which are due to faulty materials supplied or workmanship (services) carried out by the Company and/or his sub-contractors they shall be rectified by the Company without charge provided that notice of such defects shall be given in writing by the Customer to the Company within 30 days of discovery of the defects and in any event within 6 calendar months of practical completion of the work.

9.2 Any goods replaced hereunder shall become the property of the Company and held by the Customer to the Company's order.

9.3 The Company's warranty set out herein is given in lieu of and excludes all other warranties, guarantees and assurances, whether express or implied and whether statutory or otherwise.

9.4 The warranty herein will be invalidated by any alteration or addition to the goods supplied, or the services performed by the Company which are not carried out by or with the written consent of the Company.

10. Consequential and Indirect Loss

Except where negligence on the part of the Company is shown to have resulted in the death of or bodily injury to any person, the Company shall not be liable for any consequential or indirect loss or damage suffered by the Customer.

11. Liabilities

The Company shall not be responsible for loss or delay resulting from causes outside his control (including but without limitation, strikes, lock-outs, "working to rule") and the Works may be partially or wholly suspended upon notice being given by the Company until the dislocation in working is ended. The time for completion of the work shall be extended by the time of any suspension and any loss or expenses arising therefrom shall be borne by the Customer and paid to the Company Ltd by the way of an addition to the Contract Sum.

12. Descriptive Matter

12.1 Descriptive matter contained in catalogues, brochures and any other publication is believed to be correct as at the date of publication but is not so warranted and the Customer is advised to make his own examination.

12.2 Colour indications whether given by means of the provision of samples or derived from colour charts or descriptions, are necessarily approximate because of inevitable variations in the process of manufacture and reproduction.

13. Passing of Property and Risk - Ownership

13.1 The risk in goods supplied by the Company shall pass to the Customer on delivery of the goods.

13.2 Notwithstanding delivery, property in and title to the goods shall remain in the Company (which reserves the right to dispose of them) until the Company has received payment of the full price of (a) all goods the subject of the Contract and (b) all other goods supplied by the Company to the Customer under any other Contract whatsoever.

13.3 Subject as herein provided the Customer shall nevertheless be entitled to deal with the goods in the ordinary course of business provided that if the goods are altered or any goods become attached to the goods or if any part of the goods is replaced, such alterations attachment or replacement shall not affect the Company's property in and title to the goods.

13.4 Until property in and title to the goods passes to the Customer:-

13.4.1 the Customer shall hold the goods as bailee for the Company and shall keep the goods in such a way that they are readily identifiable as the property of the Company.

13.4.2 the Company shall be entitled at any time to revoke the Customer's power to deal with the goods.

13.4.3 the Customer's power to deal with the goods shall automatically cease if the Customer shall commit or be subject to any act of insolvency or have a receiver appointed or if any attempt is made to carry out a distraint upon the goods or any goods belonging to the Customer.

13.4.4 the Customer shall not make any modification to the goods or their packaging or alter, remove or tamper with any marks, numbers or other means of identification used on or in relation to the goods.

13.5 The Customer shall account to the Company for the proceeds of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property to the Customer and third parties.

13.6 Upon determination of the Customer's power to deal with the goods, the Customer shall place them at the disposal of the Company which by its servants or agents are hereby irrevocably authorised using only such force as may be necessary to enter upon any premises of the Customer for the purpose of removing the goods.

14. Site Facilities and Approvals

14.1 The Customer shall ensure that the site is safe and suitable for the works and services to be carried out

14.2 At all times (to include times outside normal working hours the Customer shall provide without cost to the Company sufficient access to the site, such loading and/or

unloading facilities as the Company may reasonably require, together with adequate dry and secure storage facilities for the Company's materials and plant and such supply of water and electricity and heating and telephone facilities as the Company may reasonably require.

15. Drawings

15.1 The plans, drawings, specifications and samples submitted by the Company (whether before or after making of a contract) are the property of the Company and to be used by the Company only. They may not be used by the Customer or re-produced or communicated to a third party without the Company's written permission.

15.2 The plans, drawings, specifications and design package remain the intellectual property rights of the Company until paid for in full by the Customer and in agreement with the contract made with each other to that effect.

16. Termination

In the event of the Customer's premises being destroyed or substantially damaged by fire, the Customer shall be at the liberty to terminate the contract by written notice to the Company upon paying the Company the value of the Works actually executed and materials and products supplied or appropriated to the contract and any loss and/or expense caused to the Company.

17. Adjudication

Should any dispute or difference arise between the parties under the contract then either party shall have the right to refer that dispute or difference for adjudication to an Adjudicator of their own choice.

