

## TERMS AND CONDITIONS OF CONTRACT

This agreement is between Cheyne Aston Interiors (hereinafter called THE CONTRACTOR) and any client or clients (hereinafter called THE CUSTOMER) accepting a quotation or requesting work to be carried out by the aforesaid contractor.

### 1a) PAYMENT TERMS

- A deposit of 50% of the quoted Design Fee is payable at the time of engagement.
- 100% of all approved items within the Design Scheme are payable (on Pro-Forma) prior to order placement.
- 100% of any Procurement percentage is invoiced on delivery of the goods, payable within 7 working days of the invoice date.
- The balance of 50% Design Fee is payable on submission of the Design Scheme, payable within 7 working days of the invoice date.
- The company reserves the right to charge interest at 5% above clearing bank base rate on any balance outstanding after the 7 working day period.

### 1) PAYMENT TERMS - ON DEFERMENT OR CANCELLATION OF CONTRACT

- If the customer cancels the contract (or orders less than £2000 of the inventory), it automatically converts to a Design Alone contract - as quoted from £795 plus vat, per room or area.
- If the client defers the contract, the Design Fee (plus any disbursements), is payable in full within 7 working days of invoice. If the Design Scheme is not implemented within 90 days from date of the original invoice for the Design Fee, the contract is deemed to be cancelled and the cancellation basis (above) applies.
- In addition, the customer must pay in full, the contractor's cost of any materials that are ordered or received and which the suppliers are unwilling to take back into their stock.

2). The contractor reserves the right to sub-contract the whole or part of the work.

3). Water gas and electricity supplies will be made available free of charge to the contractor to enable them to carry out work or to comply with statutory health, safety or welfare regulations.

4). The customer is required to clear all working areas in occupied premises and protect personal belongings. The contractor will not accept liability for damage caused to items not moved or adequately protected.

5). The customer shall accept full responsibility for damage and/or loss of materials following delivery to site.

6). The contractor accepts no liability for damage caused to materials, specified for re-use, during their removal, storage or subsequent refitting any such materials shall be replaced by the customer at no cost to the contractor. Unless previously agreed in writing all salvaged materials shall become the property of the contractor and shall be removed from site.

7). The contractor accepts no responsibility for oral instructions issued to its employees or sub-contractors or issued by them without authorisation from the contractor. All such instructions given by the customer, or his representative, or made by its employees or sub-contractors must be in writing and could be subject to extra costs.

8). The contractor accepts no liability for damage claimed by owner of property adjoining the works. The equipment and methods used to carry out the works will be deemed the most economic by the contractor, but should adjoining owners lawfully require these methods cease or alternative methods or equipment to be employed, any additional costs incurred by the contractor will be the liability of the customer.

9). The contractor will in no way be liable for any expenses incurred by the customer or his agent, i.e. loss of time, loss of earnings, hotel or housing costs, furniture storage or any other expenses as a result of the duration of the work taking longer than at first anticipated by the contractor and/or the failure of the contractor to start the work on an advised date.

10). The customer understands that any start date given is provisional and may be subject to variation.

11). The contractor will make every effort to meet any agreed completion date, but cannot accept responsibility for any delays beyond his control. If work under the contract is forced to be abandoned, the contractor shall be entitled to payment for all materials supplied under the contract, all materials left on site and for all works carried out prior to the date of abandonment.

12). The contractor does not provide free of charge any drawing, calculations and reports necessary to comply with planning permission, building regulations or any other statutory regulation or for specialist suppliers or sub-contractors. The contractor can supply these services but they will be subject to an agreed fee. It is the customers responsibility to obtain the required permissions, consents and certification from the statutory authorities unless the contractor or his sub-contractors have included this activity in their quotation.

13). The contractor reserves the right to substitute alternative materials to those specified, with other of equal quality and suitability.

14). Any changes, variations or alterations to the specification or quotation requested by the customer will be charged on a time and material basis.

15). The title of the goods does not pass to the customer until full settlement of the contractors account has been made. The contractor reserves the right to recover goods for which full payment has not been made.

## **GUARANTEE**

Any manufacturers guarantees on supplies or materials procured by Cheyne Aston Interiors on behalf of the customer will be passed to the customer at the time of full payment for the relevant goods.

**Cheyne Aston Interiors, Cholsey Grange, Ibstone, Bucks. HP14 3XT. Telephone: 0800 358 3503**

Cheyne Aston is a subsidiary of Yvonne GraY International Ltd.

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