

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES & GOODS OF HOLLOWAY BATHROOMS

1 DEFINITIONS

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Service Specification;
1.2 "Customer" means the company, organisation or person who purchases goods and/or services from the Supplier;
1.3 "Services" means a statement of work, quotation or other similar document describing the services to be provided by the Supplier;
1.4 "Goods" means the articles to be supplied to the Customer;
1.5 "Supplier" means Holloway Bathrooms, Longfield House, 87 Ash Street, Ash, Surrey. GU12 6LG.

2 GENERAL

- 2.1 These Terms and Conditions will apply to all contracts for supply of services and the sale of Goods by the Supplier to the Customer to the exclusion of all other terms and conditions referred to, unless the Customer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Supplier in writing.
2.2 Before the commencement of the services and/or goods the Supplier will submit to the Customer a Quotation and/or Price List which will specify the services to be performed and/or goods to be supplied and the fees payable. The Customer will notify the Supplier immediately if the Customer does not agree with the contents of the Quotation. All Service Specifications and/or Price Lists will be subject to these Terms and Conditions.
2.4 The Supplier will use all reasonable endeavours to complete the services within estimated time frames but time will not be of the essence in the performance of any services.

3 FEES AND PAYMENT

- 3.1 The fees for services and the supply of goods are as set out in the Quotation and Price List or such other price as the parties may agree in writing. Unless otherwise agreed in writing, The Supplier will invoice the Customer on completion of the agreed works. The price is exclusive of VAT or any other applicable costs. Carriage will be paid for by the [Customer OR Supplier].
3.2 Invoiced amounts will be due and payable within (7/14/30) days of the date of invoice.
3.3 In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer will be responsible for issuing such purchase order before the services/goods are provided.
3.4 Please note all accounts beyond our credit terms will be passed to our debt collection agency, Sinclair Goldberg Price Ltd. All accounts, without exception, will be subject to a surcharge of 15% plus vat to cover our costs in recovery. These accounts will also be subject to any legal costs incurred in obtaining settlement.
3.4 If payment of the price or any part thereof is not made by the due date, the Supplier will be entitled to:
3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
3.4.2 require settlement of any outstanding monies before any further service is supplied including any remedial works agreed by both parties;
3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Customer for non-delivery or any delay in delivery.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer will:
4.1.1 co-operate with the Supplier, providing any information reasonably required by the Supplier;
4.1.2 obtain all necessary permissions, consents, licenses and regulatory requirements which may be required before the commencement of the services;
4.1.3 disclose all and any remedial work the Customer may believe is required, within 48 hours;
4.1.4 allow full access by the Supplier to attend to any agreed remedial works the customer may believe as required;
4.1.5 not instruct any other to attend to or make alteration to, any remedial work without the express permission of the Supplier
4.2 The Customer will be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 4.1.
4.3 In the event that the Customer unlawfully terminates or cancels the services agreed to in the Service Specification, the Customer will be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than 14 working days' written notice the full amount of the services. The Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 4.1 will be deemed to be a cancellation of the services and subject to the payment of the damages set out in this Clause.
4.4 In the event that the Customer or any third party prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier will notify the Customer as soon as possible and:
4.4.1 the Supplier will have no liability in respect of any delay to the completion of any project;
4.4.2 if applicable, the timetable for the project will be modified accordingly;

5 ALTERATIONS TO THE SERVICE

- 5.1 The parties may at any time mutually agree to sign and execute a new Service Specification. Any alterations in the scope of services to be provided under this Agreement will be set out in an amended written document which will reflect the changed services and fees.
5.2 The Customer may at any time request alterations to the Service by notice in writing to the Supplier. On receipt of the request for alterations the Supplier will, within 5 working days or such other period as may be agreed between the parties, advise the Customer in writing of the effect of such alterations and fees incurred.
5.3 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Service will be amended to reflect such alterations.

6 DRAWINGS OR DESIGN SPECIFICATIONS

- 6 The Customer is wholly responsible for any drawings or design specifications passed to the Supplier for duplication, build or manufacture. The Supplier accepts no liability for incorrect information, measurements, design specifications or product selection which is later deemed to be unfit for purpose.

7 DESCRIPTION

- 7 Any description given or applied to the Goods is given by way of identification only and the use of such description will not constitute a sale by description. The Customer hereby agrees that it does not in any way rely on any description when entering into the contract.

8 SAMPLE

- 8 Where a sample of the Goods is shown to the Customer, the Customer agrees that the sample is shown for the purpose of judging the quality of the bulk, and not so as to constitute a sale by sample.

9 DELIVERY

- 9.1 Unless otherwise agreed in writing, delivery of the Goods will take place at the address specified by the Customer on the date specified by the Supplier. The Customer will make all arrangements necessary to take delivery of the Goods. The Supplier's delivery agent is entitled to ask for identification from the receiver of the goods and reserves the right to withhold delivery should the receiver be unable to identify themselves to an acceptable standard.
9.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery will not be of the essence of the contract.
9.4 The Customer will be entitled to replacement Goods where the Goods have been damaged during transportation. The Customer must notify the Supplier of the damage within 24 hours of delivery.
9.5 The Seller will be entitled in its absolute discretion to refund the price of the damaged Goods in the event that such price has already been paid.
9.6 **All goods ordered, once received by the Supplier, are binding. The Seller does not offer a cancellation policy for Goods.**
9.7 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein.
10 **CANCELLATION**
10.1 The Customer may cancel both the Goods and Service by giving 14 calendar days' notice to the Supplier. Cancellation is only binding when acknowledged by the Supplier. The Customer accepts responsibility to ensure a cancellation request have been received by the Supplier.

- 10.2 The Customer agrees to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than 14 calendar days' written notice the full amount of the services. The Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case
- 11 **RISK**
Risk in the Goods will pass to the Customer at the moment the Goods are delivered and signed for by an authorised signatory.
- 12 **TITLE**
Title in the Goods will not pass to the Customer until the Supplier has been paid in full for the Goods.
- 13 **WARRANTY**
13.1 The Supplier warrants that the services performed under this Agreement will be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.
13.2 Without prejudice to Clause 11.1, and except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the services to be provided by the Supplier
13.3 Where the Goods have been manufactured and supplied to the Supplier by a third party, any warranty granted to the Supplier will be passed on to the Customer.
13.4 The Supplier will be entitled in its discretion to refund the price of the defective Goods in the event that such price has already been paid.
- 14 **LIABILITY**
14.1 No liability accepted by the Supplier in respect of any representation made by the Supplier, or on its behalf, to the Customer, or to any party acting on its behalf, prior to the making of this contract where such representations were made in relation to the description, quality or the fitness of the Goods for any purpose whatsoever.
14.2 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Supplier or not) are hereby excluded from the contract.
- 15 **LIMITATION OF LIABILITY**
15.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, will be limited to the fees paid by the Customer to which the claim relates.
15.2 In no event will the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This will apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
15.3 Nothing in these Terms and Conditions will exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.
15.4 Where any court or arbitrator determines that any part of Clause 12 above is, for whatever reason, unenforceable, the Supplier will be liable for all loss or damage suffered by the Customer but in an amount not exceeding the contract price.
- 16 **INDEMNIFICATION**
The Customer will indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement.
- 17 **TERMINATION**
Either party may terminate this Agreement forthwith by notice in writing to the other if:
17.1 the other party passes a resolution for winding up;
17.4 the other party ceases to carry on its business or substantially the whole of its business, or
17.5 the other party is declared insolvent, or makes application for any insolvency, bankruptcy or debt management agreement.
- 18 **FORCE MAJEURE**
Neither party will be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party will be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.
- 19 **INDEPENDENT CONTRACTORS**
The Supplier and the Customer are independent parties, and neither has the authority to bind the other in any way. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer.
- 20 **ASSIGNMENT**
The Customer will not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.
- 21 **SEVERABILITY**
If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision will be severed and the remainder of the provisions herein will continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 22 **WAIVER**
The failure by either party to enforce any one or for any period any one or more of the Terms and Conditions herein will not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.
- 23 **NOTICES**
Any notice to be given by either party to the other may be served by email, personal service or by track able post to the address of the other party given in the Quotation. If sent by email, receipt can only be confirmed if acknowledge by the other party by reply mail.
- 24 **ENTIRE AGREEMENT**
This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.
- 25 **NO THIRD PARTY**
Nothing in this Agreement is intended to, nor will it confer any rights on a third party.
- 26 **GOVERNING LAW AND JURISDICTION**
This Agreement will be governed by and construed in accordance with the law of England & Wales and the parties hereby submit to the exclusive jurisdiction of the English & Welsh courts.

CUSTOMER DETAILS – HOLLOWAY BATHROOMS

Company details	
Company name	
Registered Number (if applicable)	
Contact name	
Company address	
Tel No	
Email	@
Is a purchase order required?	

Customer details	
Name	
Address	
Email	@
If a private address – is the customer the home owner?	
Is the customer relying on Finance to complete works?	
Is Finance in place?	
Has the customer confirmed that they will settle the account?	

Quotation	
Site address (if different from above)	
Description of works/goods to be supplied	
Price	
Agreed method of payment	
Additional/Special terms	