

# TERMS AND CONDITIONS OF BUSINESS

## I. The Contract

(i) These terms and conditions (which include those overleaf) form the legally binding agreement between you (the Customer) and Spacemaker Bedrooms Limited (Company Registration Number 2723129) whose registered address is Westgate Chambers, 8A Elm Park Road, Pinner, Middlesex HA5 3LA. This agreement (and the terms of any survey plans) constitutes the entire agreement between us and no variation or oral representations may be relied upon unless in writing and signed by a director of Spacemaker. Nothing in this agreement shall affect your statutory rights. It is the Customer's responsibility to ensure all details are correct.

(ii) Spacemaker may change these terms upon giving reasonable notice of such changes, in writing to the Customer.

## 2. Termination

Once this agreement is signed by the Customer and accepted by Spacemaker, Spacemaker will immediately process the works and enter the order into its production schedule to manufacture individual furniture and the Customer has no contractual right to cancel or suspend this agreement thereafter unless Spacemaker agree in writing and subject to terms. The Customer acknowledges that the goods are made to order and cannot therefore be resold by Spacemaker as there is no available market.

## 3. Payment

(i) Payment of 33% of the Contract Price and Additional Works and Variations ("Total Contract Sum") is due on signing this agreement.

(ii) The balance of the Total Contract Sum is payable on or before delivery of the goods. Payment can be made direct to Spacemaker or its installers. If payment is not made in accordance with this provision, Spacemaker may, at its discretion, refuse to install the goods until payment is made. The Total Contract Sum will remain due even if the goods are not installed providing such failure to install is due to any default of the terms herein by the Customer.

(iii) A 1.5% surcharge will be added if the final balance is paid by credit card.

(iv) If the Customer has a financial agreement for a third party to pay the Total Contract Sum, Spacemaker will only accept this agreement after having received written confirmation from the paying party that the Total Contract Sum will be paid on presentation of a delivery note. You must, upon request, provide evidence of any finance agreement and any deposit before Spacemaker accept this agreement. Spacemaker may not accept this agreement and may delay installation (at its discretion) until it is satisfied that the Total Contract Sum will be paid.

(v) Notwithstanding any finance arrangement that may exist, the Customer is always responsible for payment of the Total Contract Sum in accordance with this agreement.

(vi) Regardless of any dispute concerning this agreement or the provision of the services hereunder, interest will accrue on any balance outstanding to Spacemaker after payment has become due at the rate of 4% above Barclays Bank base rate from time to time.

(vii) All prices include VAT.

## 4. Installation Dates

Spacemaker will contact the Customer to arrange installation dates. Time is not of the essence and whilst Spacemaker will endeavour to meet any agreed installation dates, such dates may need to be rescheduled. Spacemaker will endeavour to complete the works in a reasonable time subject to availability of materials and labour. Spacemaker is not responsible for any costs or losses the Customer may incur as a result of any delays in installation or completion of the services hereunder.

## 5. Title to Goods

(i) The title to and property in the goods shall remain with Spacemaker and shall only be transferred to the Customer when the Customer has paid the Total Contract Sum in full, together with all other monies due and owing.

(ii) The risk in the goods shall pass to the Customer upon delivery or upon tendering of the goods for delivery whether or not installation is to be performed. The Customer should insure accordingly.

## 6. Access

The Customer must fully cooperate with, and is responsible for, providing adequate access for the delivery and installation of goods to include suitable parking facilities at the Customer's expense. If Spacemaker is, in its opinion, unable to carry out the installation due to any failure by the Customer of these terms, then as compensation for the loss caused to Spacemaker, the Customer agrees to pay Spacemaker 10% of the Total Contract Sum which the Customer accepts is a reasonable assessment of the loss sustained by Spacemaker as a result of the Customer's breach. Spacemaker are under no obligation to install the goods until this payment has been made. If necessary, Spacemaker may arrange for storage of the goods at the Customer's expense pending the installation. Any such cost will be notified to the Customer who, subject to having paid the Total Contract Sum, may choose to collect the goods within 7 days of such notification, to avoid such charges.

## 7. Damage

(i) Spacemaker will take all reasonable care to prevent or minimise damage to the Customer's home during installation. Any redecoration should be postponed until after installation. Spacemaker is not responsible for any damage or cosmetic defects caused during the installation unless due to the wilful negligence of Spacemaker installers.

(ii) The Customer must ensure that all property, furniture, appliances and electrical products (e.g. burglar alarms, personal computers and televisions) are removed from the room where the goods are to be installed and are protected and switched off during any installation. Spacemaker will not interfere with, move or accept responsibility for any of the Customer's property or any damage to it in circumstances where the Customer has not complied with the terms of this agreement.

## 8. Specification

(i) All Spacemaker furniture is constructed using MDF material for doors, drawer fronts and fascia panels, with

all carcass material and shelving being supplied in particle board. Spacemaker continually improve their products and thus reserve the right to amend designs and specifications (including materials) without prior notice.

(ii) Variations may occur in the colour and tone of materials, particularly natural products or different materials due to the composition of materials. Spacemaker cannot guarantee exact colour consistency throughout the range of materials used.

(iii) All walls and floors must be suitable for normal plugging and screwing and not out of plumb. If the Customer has any doubts about the specification or meeting these requirements, please contact Spacemaker before signing this agreement.

(iv) Cracks or gaps may appear after installation due to settlement, especially if furniture is fitted on to carpet or other unsuitable flooring. Customers should allow several months for settlement before contacting Spacemaker. Spacemaker will endeavour to make any reasonable and necessary adjustments at a cost to be agreed

(v) Some panels are produced in decorative materials - particularly Gloss finishes - and therefore can be easily damaged and should be protected against marking. Spacemaker is not responsible for any marking caused to any panels after installation.

(vi) Unless stated in Spacemaker's specification, low line units will not be fitted to walls.

(vii) The Customer is responsible to ensure that where necessary any planning consents or building regulations are obtained in respect of any goods provided under this agreement.

(viii) Spacemaker may discontinue certain colours or specifications. In such a case, every effort will be made to match existing furniture or offer the closest alternative available.

(ix) Where panels are installed against, or adjacent to, an outside wall, condensation may occur unless adequate ventilation exists. Spacemaker is not responsible for any damage caused or contributed by inadequate ventilation.

(x) Spacemaker shall not be held responsible for variations or departures from any survey, specifications or drawings that are necessary to facilitate the installation or arising from site conditions or unforeseen circumstances of any kind. Spacemaker shall be deemed for all purposes unaware of all concealed factors which might adversely affect the installation or any factors unknown to Spacemaker at the date when this agreement was accepted. Spacemaker shall be entitled to increase the Total Contract Sum for such extra work as shall be involved in dealing with concealed factors

## 9. Disputes

Spacemaker strives to prevent disputes with Customers and prides itself on Customer care. However in the unlikely event of any dispute, please raise any concern in writing with Spacemaker. We will endeavour to amicably resolve any disputes. This agreement is governed by English Law and jurisdiction.

## 10. Limitation of Liability

In the event of any claim against Spacemaker for any reason, the Customer's remedies shall be limited to

damages which shall in no circumstances exceed the Total Contract Sum. Spacemaker shall under no circumstances be liable by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this agreement for any indirect, incidental or consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of Spacemaker or its employees or agents or otherwise). As goods are manufactured to order, once this agreement has been signed by the Customer, the goods cannot be returned or a refund made for any reason other than that the goods are defective. The goods must be inspected immediately on arrival and if installation commences, the Customer is deemed to have inspected and accepted the goods. These conditions are in lieu of all conditions, warranties or other terms as to description, fitness for purpose, condition, satisfactory quality or otherwise in respect of the goods and the installation, whether expressed in this contract or implied by common law, custom or statute and notwithstanding that such purpose or condition may be, may become or may have been known to Spacemaker. This clause applies to the extent permitted by the Unfair Contract Terms Act 1977 or other similarly applicable legislation. The Customer's statutory rights are not affected.

## 11. Force Majeure

Spacemaker shall not be liable for any breach of its obligations or delays caused as a result of events or circumstances outside its reasonable control.

## 12. Guarantee

Subject to fair wear and tear, proper use by the Customer and the Customer not being in breach or having breached any term herein, Spacemaker guarantees its materials and workmanship for 10 years from the date of installation. This guarantee does not include electrical and light fittings; bulbs and glass; general wear and tear; hinge and drawer adjustments or any damage caused by misuse, neglect or mistreatment. Mattresses are guaranteed for one year and beds are guaranteed for five years or such period as provided for by the manufacturer.

## 13. Images

By signing this agreement the Customer hereby assigns and transfers all and any intellectual property rights in any images of the Customer's goods, property or furniture to Spacemaker and authorises and licences Spacemaker to use, in any of its publicity material, such images. Any documents issued by Spacemaker to the Customer at any time containing texts, designs, specifications or drawings are confidential and are the property of Spacemaker and shall not be copied reproduced or communicated to any third party by the Customer his workmen or agents without the prior written agreement of Spacemaker.

## 14. Waiver

No waiver by Spacemaker or any breach of this agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of this agreement.