

TERMS AND CONDITIONS OF BUSINESS

1. The Company

Spacemaker Bedrooms Limited ("Spacemaker") (Company Registration Number 02723129) whose registered address is Westgate Chambers, 8a Elm Park Road, Pinner, Middlesex HA5 3LA. All correspondence should be addressed to the Director.

2. The Contract

These terms and conditions (and those overleaf) are intended to form the legally binding agreement between you (the Customer) and Spacemaker. This agreement constitutes the whole of the agreement between us except that nothing in this agreement shall affect your statutory rights.

3. Termination

Spacemaker will not consent to any termination of this agreement. Once this agreement has been signed Spacemaker will immediately process the works and enter the order into its production schedule.

4. Payment

- (i) Payment of 33% of the agreed contract price set out overleaf and/or additional works or variations will fall due on signing the agreement.
- (ii) Spacemaker will accept payment by cash, cheque and major credit or switch card.
- (iii) Payment of the balance due under this contract, together with the price agreed for additional works or agreed variations to the works agreed herein, will be payable on delivery of the goods. Spacemaker fitters are authorised to accept payment of monies due.
- (iv) Where arrangements have been made for the cost of works and/or goods to be paid by a third party under a finance agreement, Spacemaker will commence manufacture of the goods and materials to be installed on confirmation by the third party providing the finance, that the sums due to Spacemaker, in accordance with this agreement, shall be paid on presentation of a delivery note. Spacemaker reserve the right to require evidence of the finance agreement and/or any agreed deposit prior to commencement of installation and, in default thereof, or any of the above points, Spacemaker shall be entitled to delay installation until arrangements for payment have been made to the reasonable satisfaction of Spacemaker, and if no payment has been made for whatever reason by the Customer or third party to Spacemaker within 6 months of the date of any finance agreement arranged by the Customer to settle the amount due to Spacemaker, then the amount due to Spacemaker will be payable forthwith by the Customer directly, together with accrued interest pursuant to paragraph 4(v) from the date of the order to the date of payment.
- (v) In the event of default of any payment set out at (i), (iii) and (iv) above to Spacemaker on the due dates, the Customer agrees that s/he will be responsible for

paying interest on such sums as are outstanding at 4% above the base rate of Barclays Bank plc then obtaining, provided that this shall not entitle the Customer to delay payment for any reason whatsoever.

5. Retentions

The Customer agrees that s/he shall not be entitled to retain all or part of the agreed contract price set out overleaf, and/or additional works or variations, due to Spacemaker on the grounds that the works are incomplete provided that the works have been substantially completed. Spacemaker agrees that it will complete works within a reasonable time.

6. Installation Dates

Spacemaker will contact the Customer to advise of installation dates. Installation dates will be given in good faith, but time shall not be critical in this agreement unless this is clearly endorsed in writing on the face of this agreement by the Customer and Spacemaker. Spacemaker agrees that it will complete the works in a reasonable time subject to availability of materials and labour required to perform the agreement.

7. Title to Goods

Spacemaker shall retain legal title to all goods until the Customer completes payment for them in full. Responsibility for risk of the goods shall pass to the Customer once delivery has taken place and Spacemaker recommends that Customers ensure they have adequate insurance cover on or before delivery.

8. Access

Customers agree that they will co-operate in providing access for the delivery and installation of goods. Where there are limited parking facilities outside the property it is the Customer's responsibility to organise the necessary permits or parking arrangements in order for Spacemaker's vehicles to deliver and install furniture on the agreed date of installation. Failure to do this may result in the installation being aborted and a further 10% of the contract price being payable if alternative installation arrangements have to be made. Spacemaker reserve the right to insist on payment of this additional charge in advance of a further installation appointment taking place. Spacemaker will also be entitled to payment of the balance of the agreed contract price set out overleaf and/or additional works or valuations without deduction or set-off. Spacemaker shall also be entitled to arrange for storage of the goods at the Customer's expense pending the installation of the same on a new installation date or if earlier until the Customer collects the goods.

9. Damage

- (i) Spacemaker agrees that it will take reasonable care and practical steps to prevent or minimise damage to

your home during installation. Customers should note that it may be prudent to leave redecoration until after installation. Slight damage and cosmetic defects shall be the responsibility of the Customer.

- (ii) The Customer agrees that they will ensure all electrical products (e.g. burglar alarms, personal computers and plasma televisions) are adequately protected or switched off during installation as it may cause vibrations. Spacemaker will not interfere with, move or accept responsibility for such equipment, which the Customer should remove from the installation area. The Customer accepts responsibility for securing and protecting their own equipment.

10. Specification

- (i) Spacemaker agrees that it will ensure installation meets the specification in this document or overleaf. Customers should note that where items are not included overleaf such as shelves, mirrors, racks etc, they are not included in the agreement.
- (ii) 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 unless otherwise noted on plans.
- (iii) Variations may occur in the colour and tones of materials, particularly natural products or different materials, and may occur due to the composition of materials. Spacemaker cannot guarantee exact colour consistency throughout the range of materials used.
- (iv) The Customer agrees that walls are suitable for normal plugging and screwing and that walls and floors are not out of plumb. Where a Customer has doubts about this, s/he should advise the Spacemaker representative before signing this agreement.
- (v) Cracks or gaps may appear after installation due to floor settlement and Customers should allow several months for a floor to find its level before contacting Spacemaker. Spacemaker will make any necessary adjustments at reasonable cost.
- (vi) Unless stated in Spacemaker's specification, low line units will not be fitted to walls.
- (vii) The Customer understands that s/he must ensure that works comply with planning consents or building regulations applying to the property. Spacemaker does not accept responsibility for this.
- (viii) Where there is more than one customer the signature of each shall be required to effect any variation to this agreement. Variations or amendments may only be made by the person/s named overleaf and must be in writing.
- (ix) Our policy is one of continuous improvement, we reserve the right to amend designs and specifications without prior notice.

11. English Law

Spacemaker strives to prevent disputes with Customers and prides itself on Customer care. However in the unlikely event of any dispute, which

cannot be resolved otherwise, English Law shall apply to this agreement.

12. Survey

Where Spacemaker carries out a technical survey prior to installation then it reserves the right to make amendments to the specifications and the plans which would in their opinion facilitate the proper execution of the work.

13. Limitation of Liability

Spacemaker does not accept liability for any indirect or consequential loss arising out of negligence or any other breach of this agreement, arising out of any act, event or circumstance relating to the provision of goods and services under this agreement.

14. Guarantee

Spacemaker guarantees parts and materials for 5 years and labour for 1 year from the date of installation. Where goods are substantially defective by reason of manufacturing fault or installation, Spacemaker agrees that it will replace them without charge within 1 year from installation and at a labour only charge during the subsequent 4 years provided that the goods are faulty and that the fault arose from manufacture or installation of the goods.

Damage due to accident or misuse or faults or premature deterioration resulting from the Customer's failure to carry out reasonable maintenance are not covered, together with any consumables such as light bulbs, low voltage transformers, pull down bed mechanisms and mattresses, by this guarantee. Spacemaker will not issue guarantees until the Customer has made payment in full.

15. Condensation

Customers are reminded that where wardrobes are installed against, or adjacent to, an outside wall, condensation may occur unless steps are taken to ensure adequate ventilation of interior wardrobe area. Spacemaker will not accept responsibility for any defect arising out of inadequate ventilation.

16. VAT

All prices agreed and contained overleaf include VAT at the prevailing rate at the time of installation.

17. Images

Please tick the adjoining box if you do not wish us to use, in any of our publicity material, (including, but not by way of limitation, printed publications, DVDs, our website and/or via the Internet) your image or any image of your property showing any furniture installed by us. If you do not tick this box you hereby authorise us to use such image(s).