

TERMS AND CONDITIONS OF BUSINESS TRADE, CONTRACT AND PRIVATE CLIENTS

Jane Clayton and Company Ltd aims to work in fair and ethical partnership with Clients to standards that meet or exceed the Clients' requirements. These Terms and Conditions form the contractual framework for the relationship between Jane Clayton and Company Ltd and the Clients.

General

Acceptance of these terms and conditions is implied by the Clients placing an order either verbally or in writing and they shall apply to all subsequent orders unless specifically amended.

Trading Arrangements

Clients may be granted, at the discretion of Jane Clayton and Company Ltd credit account facilities. Such accounts are payable within 30 days of invoice date. Such credit facilities may be withdrawn or orders suspended or refused if payment terms are not adhered to. First orders will generally require Pro Forma payment.

Jane Clayton and Company Ltd will require receipt of an initial payment with order confirmation (deposit) with subsequent scheduled stage payments as may be appropriate to the size and duration of the contract. The Company reserves the right to cancel the contract without any liability for consequential loss or damage at any time prior to receipt of this initial payment.

Clients will be liable for costs (including loss of profit) incurred by their cancellation or amendment of an order (verbal or written). In certain circumstances, postponement of an order may also incur costs.

Design Advice and Specification Work

Jane Clayton and Company Ltd will agree in advance fee rates and time estimates when contracted to undertake design and specifying work, together with agreement on the scope of such work and any particular exclusions and limitations that may apply. Certain contracts involving the supply of goods and other services may not include additional charges for design and specifying work. In all cases the Clients must take appropriate professional advice from suitably qualified professional and trade specialists (such as Architects, Structural Surveyors, Mechanical and Electrical Engineers) regarding the viability and safety of design proposals. All design advice and specification (whether subject to fees or not) is subject to this requirement and the Company shall not accept liability for any loss or damage arising from implementation of such advice or specification.

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Contractual Limitations

Upon notification within seven days of delivery, goods supplied with defective materials or workmanship shall be replaced or repaired without charge. The Company shall not be liable for any loss or damage whether direct or consequential arising out of or in connection with any of the goods supplied. The Company shall be entitled to cancel or rescind the contract without liability for loss or damage if its performance is adversely affected by any war, riot, civil commotion, trade dispute, flood, accident, shortage of materials, labour, electricity, fuel or other supply or any other cause whatsoever beyond the Company's control.

Title, Insurance and Safekeeping

In all circumstances Jane Clayton and Company Ltd shall retain title to goods until paid for in full and the Clients or their Agents or Receivers shall allow unencumbered access for recovery of such goods.

Notwithstanding retention of title, project completion date or other contractual considerations, the Clients shall accept responsibility for the safekeeping of goods from the time they are delivered to the Clients' premises or site. They shall accept liability for all risks including loss, damage or theft. Clients are therefore strongly advised to arrange adequate insurance and security measures.

Where Jane Clayton and Company Ltd arranges to store Clients' goods, the Company shall be responsible for the safekeeping of such goods. Only where a charge is being made specifically for such storage will Jane Clayton and Company Ltd accept liability for loss, damage or theft.

Health and Safety, Compliance with Legislative Requirements

Jane Clayton and Company Ltd's Employees and Contractors are subject to the provisions of the Company's Health and Safety policy, which includes the requirement to stop work if at risk and report any hazards. It also requires compliance with any site safety regulations that are brought to their attention. Jane Clayton and Company Ltd aims to meet the requirements of all relevant legislation including employment law, construction regulations (as far as they are relevant) and product regulations including the Furniture and Furnishings (Fire) (Safety) Regulations. Jane Clayton and Company Ltd maintains product, public and employee liability insurance.

Prices, Specifications, Delivery

The price stated in the contract overrides any estimate or quotation, and if no price is specifically stated, any quotation is given as a reasonable estimate only and shall not be deemed to be final and binding on the Company. Unless otherwise stated, prices will be valid for a period of three months from date of quote/estimate. **Estimates and prices are stated exclusive of VAT which will be added at the rate prevailing at dates of invoices.**

Specifications for projects may be subject to change by Jane Clayton and Company Ltd due to availability or suitability of specified items, but such changes shall not be detrimental to the project as a whole and the Clients will be consulted where possible on any substantive changes to specification. Specification changes requested by the Clients will be accommodated where possible, but particularly at a later stage of the project, costs may be incurred (see above). Additional items will incur additional cost, which where practicable, will be notified and agreed with the Client in advance.

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Jane Clayton and Company Ltd shall schedule delivery dates with the Clients in advance but they shall not be liable for the consequences of any delays, whether due to Third Parties, Clients or other cause. Jane Clayton and Company Ltd will wherever possible accommodate schedule changes requested by the Clients, but such changes may not always be possible and may incur extra cost. The Clients shall arrange adequate unhindered access to their premises or site to enable project completion as scheduled.

Under certain circumstances, Jane Clayton and Company Ltd may agree to supply furniture on a rental basis. Clients should refer to specific terms and conditions relating to individual rental agreements. All rental arrangements provide for a minimum rental period of 12 months, quarterly invoicing of rent in advance, safekeeping and insurance of rented goods by the Clients, return of rented goods in good condition allowing only for wear and tear appropriate for the environment in which they have been used. Jane Clayton and Company Ltd shall retain title to the rental items and in the event of a default by the Client on a rental arrangement, the Client, their agents or receivers shall allow unencumbered access for the recovery of rented goods.

These terms and conditions of business shall not in any way affect the Clients' statutory rights.