

## TERMS & CONDITIONS

### INTRODUCTION

- 1.1. 'Customer' shall mean the person or entity described as such on the invoice, quote, work authorization or any other forms to which these terms and conditions apply, and shall include any persons acting on behalf of and with the authority of such person or entity
- 1.2. "Goods" means the goods which the company is to supply in accordance with the conditions.
- 1.3. "Company" means **Railing London Limited** - registered in England under **Company Registration number: 7100758**.
- 1.4. "Completion" means completion of the delivery of the goods and their installation in accordance with the contract.
- 1.5. "Delivery" means delivery of the goods to the customer in accordance with the contract.
- 1.6. "Installation" means the installation of the goods specified in the contract.
- 1.7. "Installation or Delivery Site" is as set out in this document.
- 1.8. "Conditions" means the standard terms and conditions of sale set out in the document and (unless the context otherwise requires) includes the contract.
- 1.9. "Contract" means the contract for the purchase, sale, delivery and installation of the goods.
- 1.10. "Price" means the total price of the goods and the installation including VAT set out in the contract.

### BASIS OF SALE

- 2.1. These terms and conditions shall apply to all contracts for the supply of goods and services by Railing London Ltd pursuant to one or more agreed estimates. Where it is agreed that Railing London Ltd shall supply the goods and/or services to be supplied, the price payable and any other special terms agreed between the parties shall be set out in the estimate. All approved estimates shall be subject to these terms and conditions.
- 2.2. Estimates are valid for the period of 30 days and are subject of amendment after it termination.
- 2.3. No changes or variations to these terms and conditions or any confirmed estimate shall be effective unless agreed in writing between the parties.

- 2.4. Any typographical, clerical error or omission in any sales literature, quotation, estimate, price list, acceptance of offer, invoice or other document or information issued by the company shall be subject to correction without liability on the part of the company.
- 2.5. Delivery of the goods shall be made by the company or its agents to the installation site. Any dates quoted for start, delivery and installation of goods or services are approximate guidelines only and the company shall not be liable for any delay in delivery of the goods or installation howsoever caused. These guideline lead times are subject to begin from the date of first visit to begin works on site.
- 2.6. Delays due to material or supplier issues will reflect on the extension of project completion dates where necessary. In these situations, even though Railing London will attempt to improve these lead times, they are not held responsible for these delays.
- 2.7. If for any reason, supplies required to complete a project become unavailable, causing delays to a project, Railing London will endeavor to source supplies elsewhere however they reserve the right to extend project completion date to reflect this.
- 2.8. Time for project delivery shall not be of the essence. The goods/service may be delivered by the company in advance of the quoted delivery date upon giving reasonable notice to the customer.
- 2.9. The customer will give access to the company and its workmen to the installation site at all reasonable times, so the company may complete the installation in accordance with the contract and further will allow the company the free use of any services supplied to the customer's property for the purpose of carrying out the installation.
- 2.10. The company shall not be liable for any losses or damage unavoidably caused in and around the area of installation, to: a) ceramic tiles, plaster work and coving. b) any redecoration which may be necessary c) any ground, driveway, flagging etc. at the agreed site of placement of skips or vehicles upon their surface.
- 2.11. If the company cannot resume works on the customer site due to misinformation provided by the customer, or denial of access then a standard day rate charge will be applied, to compensate for any losses incurred by Railing London Ltd. The standard day rate in amount of £600 + VAT will be applied against the Customer/ Main Contractor.

## **INSTALLATION SITE**

3.1. The customer is responsible for preparing the installation site prior to the commencement of the installation including the moving and removal of: a) furniture, ornaments, valuables, including carpets, rugs, curtain fittings, pelmets and blinds b) personal items, fixtures and fittings that you wish to salvage from the existing installation that is due to be removed and disposed of c) alarm systems/door bells etc. This includes the disconnection and reconnecting in or on the affected areas. d) radiators, electrical sockets, cables/aerials/satellite dishes including telephone or otherwise, or appliances around the area of installation. Any direct or consequential damage or loss associated with any non-compliance with the above requirements cannot be deemed to be the responsibility of the company. Railing London are not responsible for any decoration or rendering to the area where installations are made

## **PRICE AND PAYMENT**

- 4.1. The price and any taxes and expenses for the goods and services shall be specified in the estimate prior to customer confirmation. The price will include any applicable Value Added Tax. If there are any changes VAT rate applicable, then the company reserve the right to adjust the contract price accordingly.
- 4.2. The customer shall be responsible for any expenses, charges or price set out in the estimate details. Railing London reserves the right to suspend works at any time when either part or full payment is due and remains unpaid. Schedule, working and project completion dates will also be subject to change if funds are not received in given time.
- 4.3. An invoice shall be produced by Railing London Ltd to the customer in accordance with the terms set out in the agreed estimate. The customer shall pay for the goods as per the schedule listed on the estimate.
- 4.4. If the parties agree that Railing London Ltd is to provide goods and services in addition to those specified in an estimate, then such agreement will be reflected in a further estimate, which will be deemed incorporated into this agreement once agreed by the customer.
- 4.5. Once a project estimate has been agreed by the customer, the price for goods and services shall be fixed for a period of 3 months only. Once this period of time has lapsed Railing London Ltd have the power to adjust the price for the goods and services accordingly. This is due to the Raw materials increases, rescheduling of works program etc.

- 4.6. Payment shall be made by cash, cheque, bank transfer or payment over the phone. Cheques must be made payable to "RAILING LONDON LTD" and under no circumstances must be made out to any individual. The customer should ensure he/she receives a receipt from the individual to whom the payment was given.
- 4.7. If the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the company, the company shall be entitled to:- a) suspend further work under the contract. b) charge the customer interest on the overdue amount until the payment in full is made; and c) rescind the contract for breach on the part of the customer. d) The balance of the contract price is due upon completion of installation and payment must be made to the company on the day of completion, by bank transfer, cheque or online payment
- 4.8. The customer will indemnify the company for any losses, costs and expenses (including without limitation, loss of profits, reasonable collection costs and third party costs) suffered by the company as a result of the customer's failure to make any payment on the due date and/or recession of the contract by the company.

## **WARRANTY**

- 5.1. Railing London Ltd warrants and guarantees that all goods and materials supplied under this agreement shall be free from any defects, patent or latent, in materials and workmanship.
- 5.2. Railing London Ltd obligations under this clause shall extend to any defect in materials arising or manifesting itself within 2 years from this contract date, subject to normal wear and tear. This will only be applicable if customers follow the maintenance guidelines for stainless steel and glass as outlined by the BSSA and British Glass. In order to comply with these regulations, customers must have cleaning and maintenance applied to the glass and stainless steel sections no less than once a year to internal systems, and twice a year for externals. The company can provide this service at an additional cost as agreed in writing.
- 5.3. Items repaired or replaced shall be subject to these terms and conditions in the same manner as those originally supplied under this agreement.

## **RISK AND PROPERTY**

- 6.1. Risk of damage to or loss of the goods shall pass to the customer at the time of delivery.

- 6.2. Notwithstanding delivery and the passing of risk in the goods or any other provision of these conditions, the property in the goods shall not pass to the customer until the company has received cash or cleared funds in full of the price.
- 6.3. Until such time as the property in the goods passes to the customer, the company shall be entitled at any time to require the customer to deliver up the goods to the company and if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the goods are stored and repossess the goods.
- 6.4. When a job is completed and on that particular day, the client agrees to be available to sign a customer completion form before the fitters and staff leave the premises. If the client is unavailable, the client agrees to nominate an on site signee to inspect the works and complete the form.
- 6.5. If the client or the nominee refuses to complete the form after inspection, by default the client agrees that all works are of acceptable standard and no damage or issues are claimable.

## **PENALTIES**

- 7.1. If the customer does not make a payment within 7 working days from pro forma invoice date, the company shall be entitled to charge 8,5% per each day interest of the requested outstanding balance.

## **EXCLUSION OF LIABILITY**

- 6.1. Any claim by the customer which is based on any defect in the quality or condition of the goods or their failure to correspond with the specification shall (whether or not delivery is refused by the customer) be notified to the company within 7 days from the date of project delivery (or where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If the customer does not notify the company accordingly, the customer shall not be entitled to reject the goods and the company shall have no liability for such defect or failure and the customer shall be bound to pay the price as if the goods and services had been delivered in accordance with the contract.

## **COMPANY'S AND CUSTOMER'S RIGHT TO CANCEL**

9.1. This contract may be cancelled by either party within 10 working days of the date of agreeing to this contract. If the client cancels the contract and our company had already occurred costs such as material order or technical drawings, the deposit will be returned with the amount deducted no less than 50%. We reserve the right to cancel the contract at any time before installation, in that case deposit will be returned within 10 working days. If the client cancels the contract after installation had begun, the client will be liable to pay 25% of remaining balance within 10 working days, after that we will charge an additional 8,5% interest per day.

## **SUPPLIERS OBLIGATIONS**

10.1. Railing London Ltd warrants, represents and undertakes that all services performed under this agreement (or contract) shall be performed with all due skill and care, in a good and workmanlike manner.

## **SITE VISITS**

11. Where the customer requires a site visit, and pays for this service, Railing London agree to deduct the total cost of the visit from the final invoice, if the customer chooses to proceed with the planned works estimated and measured for.

## **COMMUNICATION**

12. If clients contact Railing London and require a response, Railing London will reply in a due course of no more than 5 working days to the customer's queries. If the matter is of an urgent nature, Railing London will respond accordingly.

## **ENGINEERING AND STRUCTURAL CALCULATIONS**

13. Calculations for structural or engineering consideration are not the responsibility of Railing London and will not be provided unless previously agreed and specified in agreed estimates. After a project is completed the company also does not accept liability for any objections or concerns from building regulation inspectors that may not be adhered to due to customer specification.

**ENTIRE AGREEMENT**

14. 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 a further estimate is made and agreed, this will also be covered in this contract.

**Debt Collection**

15. All invoices are due for payment on day of works completion. Any invoice outstanding beyond this period will be referred to First Legal Debt Recovery and will be subject to a surcharge of additional charges to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.