



Form Creative Interiors Ltd Terms and Conditions

INTERPRETATION

Definitions, when the following words with capital letters are used in these Conditions, this is what they will mean:

Conditions: these terms and conditions.

Contract: the contract between you and Us for the supply of Services as set out in the Letter of Appointment and these Conditions.

Events Outside Our Control: any act or event beyond Our reasonable control.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered.

Letter of Appointment: the letter of appointment issued by Us to you.

Project: the project in respect of which you have asked Form Creative to provide the Services, as may be set out in the Letter of Appointment.

Services: the services supplied by Us to you as set out in the Letter of Appointment.

We/Our/Us: The Design Practice by Form Creative Interiors Limited a company registered in England and Wales with company number 11463128 whose registered office is situated at 8 The Courtyard, Wyncolls Road, Colchester, Essex, UK, CO4 9PE

Construction. In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

1. OUR CONTRACT WITH YOU

1.1 The Contract shall come into existence and be binding on you and Us on the date on which you sign the Letter of Appointment.

1.2 You acknowledge that the Contract records the entire agreement between us and that you have not relied on any statement, promise, representation, assurance or warranty made or given by Us that is not recorded in the Contract.

1.3 Any samples, drawings or advertising given to you by Us and any descriptions or illustrations contained in Our catalogues or brochures are given for the sole purpose of giving an idea of the Services described in them. They shall not form part of this Contract.

2. SUPPLY OF SERVICES

2.1 We shall supply the Services to you in accordance with the Letter of Appointment and using reasonable care and skill.

2.2 Any time frame given for completing the Services is an estimate only which is considered to be flexible by you and Us.

2.3 We may make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. We will notify you if we do this.

3. YOUR OBLIGATIONS

3.1 In order to allow Us to perform the Services you shall:

- (a) ensure that any information you provide is complete and accurate;
- (b) co-operate with the Us in all matters relating to the Services;
- (c) provide Us (and any of our subcontractors), with access to any property which is the subject of the Services;
- (d) provide Us with such information and materials as We may reasonably require to perform the Services;
- (e) at your own risk keep and maintain any property We leave at your premises in safe custody and in good condition until returned to Us.

3.2 If you prevent Us from performing the Services in any way (whether by an act or omission) or you fail to perform any of your obligations (**your Default**):

- (a) We shall have the right to suspend performance of the Services until you correct/fix your Default and will not be responsible for any cost, losses or delays caused by your Default; and
- (b) you shall reimburse Us for any costs or losses we incur as a result of your Default.

4. PRICE AND PAYMENT

4.1 You shall pay the price for the Services which is set out in the Letter of Appointment

4.2 If the you fail to make any payment due to Us by the due date or payment, then you shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

4.3 You shall pay all sums due under the Contract in full without being able to set-off, counterclaim, deduct or withhold against those sums. We may set off any amount owing to Us from you against any amount payable by Us to you even where those sums arise under a different contract.

4.4 All invoices issued by Us are payable by you immediately on receipt.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Us. However, we grant you a licence to use and copy all drawings, details, plans, specifications and other documents but only for the purposes for which they were prepared.

5.2 If at any time you are in default of payment of any fees or other amounts properly due We may suspend your use of the licence set out in 5.1.

Form Creative Interiors Ltd,

8 The Courtyard, Wyncolls Road, Colchester, Essex, UK, CO4 9PE

T: 07824825977 E: enquiries@formcreative.co.uk W: formcreative.co.uk

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Form Creative Interiors Ltd Terms and Conditions continued

6. CONFIDENTIALITY

We both agree not disclose any information relating to the other's business/personal affairs which includes any technical or commercial know-how, specifications or processes unless disclosure is necessary to perform the Services, to take professional advice in relation to the Contract/Services or required by law or because of disputes arising out of/in connection with this Contract. This clause 6 shall survive termination/cancellation of the Contract.

7. OUR LIABILITY TO YOU

7.1 We do not limit or exclude Our liability to you for death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors, fraud or fraudulent misrepresentation, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and possession) or breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Acts 1982

(description, satisfactory quality, fitness for purpose and samples); and defective products under the Consumer Protection Act 1987.

7.2 However we shall not be liable to you for:

- (a) any loss resulting from delays to the programme of any building works, delays to the supply of goods by third parties and/or delays caused by or to any third party;
- (b) the competence, performance, work, services, products or solvency of any other third party involved with the Project.

Our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fee paid by you for the Services.

7.3 We do not promise that planning permission and other approvals from third parties will be granted at all or, if granted, will be granted in accordance with any anticipated timescale;

7.4 This clause 7 shall survive termination of the Contract.

8. YOUR RIGHT TO CANCEL AND REFUND

8.1 You may cancel this contract within 7 calendar days of receiving the Notice of the Right to Cancel on page 2 of these Conditions. To do so you may wish to use the detachable cancellation form on page 2 but you do not have to. If you wish to cancel by telephone, within the 7 day period, We will confirm cancellation to you writing.

8.2 Once the 7 day period set out in 8.1 has expired you may cancel the Contract with immediate effect by giving Us written notice if:

- (a) We break the contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing;
- (b) We are the subject to a receiving or administration order, go into liquidation or become insolvent;
- (c) We are affected by an Event Outside Our Control; or
- (d) You no longer require the Services.

8.3 If you cancel under 8.1 and you have made a payment in advance for Services that have not been provided to you, We will refund these amounts to you.

8.4 However, if you cancel under 8.1 and we have already commenced the Services with your agreement, you will have to pay us for any work done before the cancellation and this charge will be deducted from any refund that is due to you or, if no refund is due to you or the amount due exceeds the refund amount, be invoiced to you.

8.5 If you cancel under 8.2 you will have to pay us for any work done before the cancellation and this charge will be deducted from any refund that is due to you or, if no refund is due to you or the amount due exceeds the refund amount, be invoiced to you.

9. OUR RIGHT TO CANCEL

9.1 We may cancel the Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any amount due under this Contract and fail to pay all outstanding amounts within 7 days after being notified in writing to do so;
- (b) you break the Contract in any other material way and you do not correct or fix the situation within 7 days of us asking you to do so;
- (c) you become bankrupt, are the subject to a receiving or administration order, go into liquidation, become insolvent and/or make any arrangement with creditors;
- (d) an Event Outside Our Control occurs or key personnel and/or materials become unavailable without which we cannot provide the Services.

9.2 If we cancel under 9.1 you shall immediately pay to the Us all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by the you immediately on receipt.

10. CONSEQUENCES OF CANCELLATION

Where the Contract is cancelled for any reason:

- (a) you shall return all of Our property in your possession which has not been paid for. If you fail to do so then We may enter your premises and take possession of it;
- (b) Our or your accrued rights, remedies, obligations shall be unaffected; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. OTHER IMPORTANT TERMS

11.1 Assignment

You shall not, without Our prior written consent, assign, transfer or deal with any or all of its rights or obligations under the Contract. We may so without your consent but We will notify you if We do.

11.2 Severance.

Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.3 Waiver

If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

11.4 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Us.

11.6 **Governing law and jurisdiction** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and you and We both agree that the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

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**Form Creative Interiors Limited – Conditions
Notice of the Right to Cancel**

Trader Name and Address: The Design Practice by Form Creative Interiors Limited of 8 The Courtyard, Wyncolls Road, Colchester, Essex, UK, CO4 9PE

Date of Contract: To be confirmed upon instruction

Contract reference:

You have the right to cancel this contract if you wish and you may exercise this right by delivering, or sending (including by electronic mail) a cancellation notice to Form Creative Interiors Limited at any time within the period of 7 days starting with the day of receipt of this notice.

Where to send a cancellation notice: Lindsey Churchill, Form Creative Interiors Limited of 8 The Courtyard, Wyncolls Road, Colchester, Essex, UK, CO4 9PE email: lindsey@formcreative.co.uk

This notice of cancellation will be deemed to have been served as soon as it is posted or sent (or in the case of an electronic communication, from the day it is sent).

If you wish to cancel this contract you may use the Cancellation Form provided below if you wish.

You may be required to pay for the goods or services supplied if the performance of this contract has begun with your written agreement before the end of the cancellation period.

Cancellation Form

If you wish to cancel this contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) this to the person named below. You may use this form if you want to but you do not have to.

(Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT.)

To: _____ Lindsey Churchill, Form Creative Interiors Limited of 8 The Courtyard, Wyncolls Road, Colchester, Essex, UK, CO4 9PE

I/We hereby give notice that I/We wish to cancel my/our contract: _____

Signed (customer/s): _____

Name and Address: _____

Date: _____

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