

## TERMS OF BUSINESS

These conditions shall apply to the contract between us and to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order confirmation or order of similar document

### 1. Our Obligations

- 1.1. In performing professional services we shall exercise reasonable care and competence and shall carry out our duties in a professional manner.
- 1.2. We will be responsible for organising third party companies, firms or individuals to undertake certain work for you, such as decorating, building work, carpet fitting, curtain and blind manufacture and fitting and such other work as confirmed by us.
- 1.3. In some cases, goods and materials are supplied by us directly to you and we hereby warrant that such goods and materials shall be of satisfactory quality and fit for their intended purpose.

### 2. Your Obligations

- 2.1. You shall ensure that the property and/or site is accessible to our employees and any third party suppliers providing services throughout the duration of works.
- 2.2. You will also ensure that utilities such as electricity and water are available for use at the property throughout works and at no cost to us.

### 3. Third Parties

- 3.1. You will form a direct contractual relationship with any and all third party contractors and/or suppliers, and will be responsible for managing these relationships and any financial settlements direct with them.
- 3.2. If so requested, we may coordinate the services and financial settlements with third party suppliers on their behalf, as part of the services undertaken, but you will remain ultimately responsible for the contractual relationship with the third party.
- 3.3. We are not responsible for forming any contractual relationship on your behalf.

### 4. Liability

- 4.1. We accept no liability for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which is or are incomplete, incorrect or inaccurate.
- 4.2. We shall not be liable for any unforeseeable loss or damages arising from the provision (or non-provision) of the services, including loss of profit or consequential loss or damage.
- 4.3. We accept no liability for any loss, damage, costs, expenses or other claims for compensation arising from any third party works.
- 4.4. We shall not be liable for any failure to perform our duties under this contract due to circumstances beyond our control, including without limitation flood, fire or other adverse weather conditions.
- 4.5. To enable us to deal with any complaint that may arise relating to our services, you must provide full details of any complaint within 7 days of the supply.

4.6. Nothing in these terms and conditions affects any liability for death or personal injury caused by negligence or for fraudulent misrepresentation, or your statutory rights as a consumer.

## **5. Payment and Billing**

5.1. Payments should be made by cheque with supporting guarantee card or bank transfer.

5.2. All cheques should be made payable to Marlborough Interiors UK Ltd.

5.3. All payments are due within 7 days from the date of invoice.

5.4. Compound interest at the rate of 5% per month shall be payable on all accounts not settled by their due date. The interest will be added monthly thereafter from the due date until settlement is received.

## **6. Termination**

6.1. You have the right to cancel this contract at any time up to the end of seven working days after the day on which this contract is concluded, subject to the following provisions:

6.1.1. You do not have the right to cancel our contract if we commence work before the end of the seven working day cancellation period;

6.1.2. To exercise the right of cancellation set out in clause 6.1, you must give written notice to us by hand or post (email will not be accepted), at our address;

6.1.3. Following the seven day period set out at clause 6.1, you may terminate our contract at any time by giving one month's written notice. Upon termination pursuant to this clause, you will be liable to pay for all time and work incurred provided to the date of termination (including but not limited to services already performed, goods and materials supplied or ordered on your behalf, any services that may incur cancellation fees and any travel or accommodation costs incurred by us).

6.1.4. Termination of our contract will not affect either party's outstanding rights or duties, including our right to recover any money owing.

## **7. Third Party Rights**

7.1. Nothing in this contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **8. Jurisdiction**

8.1. Any dispute arising from that agreement will be governed by the Laws of England and Wales and any action resulting shall take place in the Courts of England and Wales