

TERMS AND CONDITIONS

1. Definitions

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Contract: the Customer's purchase order and the Supplier's acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

Contract Price: the price stated in the Customer's purchase order or the quotation accepted by the Customer.

Customer: the person, firm or company who purchases Services from the Supplier.

Customer's Materials: any materials, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Pre-existing Materials: all kitchen and bathroom units, shells, and installations, tiling and/or flooring, interior decorations and electrical installations that were in existence prior to the commencement of the Services and shall remain in existence on the completion of the Services.

Services: any service that is provided by the Supplier to the Customer, which includes, but is not limited to: fitted kitchen and bathroom installations, relocated kitchen and bathroom installations, interior decorations, electrical installations, tiling and/or laying flooring and plumbing.

Supplier: Lighthouse Solutions

Supplier's Materials: any materials, including tools, systems, cabling or facilities, kitchen and bathroom suites and installations, tiling and/or flooring and any decorative material provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.

Third Party Materials: all fitted kitchen and bathroom suites and installations, tiling and/or flooring, electrical equipment and decorative material which are not the Supplier's Materials and have not been provided by the Supplier but have been provided by a third party to the Customer to be used directly or indirectly by the Supplier in the supply of the Services.

2. Application of conditions

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services specified in each order and acceptance on these Conditions. No offer placed by the Customer shall be treated as accepted by the Supplier other than:

- (a) by a written acknowledgement issued and executed by the Supplier; or
- (b) (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 60 days from its date, provided that the Supplier has not previously withdrawn it.

3. Charges and Payment

3.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Supplier the charges as set out in the Contract, which shall specify whether they shall be on a time and materials basis, a fixed price basis or a combination of both. Condition 3.2 shall apply if the Supplier provides Services on a time and materials basis. Condition 3.3 shall apply if the Supplier provides Services for a fixed price. The remainder of this condition 3 shall apply in either case.

3.2 Where Services are provided on a time and materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Contract and as amended from time to time by the Supplier giving not less than 2 months' written notice to the Customer;
- (b) the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day, worked between [8.00 am] and [5.00 pm] on weekdays (excluding public holidays);

3.3 Where Services are provided for a fixed price, the total price for the Services shall be the amount as set out in the Contract. The total price shall be paid to the Supplier (without deduction or set-off) and the Supplier shall invoice the Customer for the charges that are then payable, together with expenses, the costs of Supplier's Materials.

3.4 The Supplier reserves the right to require payment by instalments where the total price for Services is over £1000. However this is entirely at the Supplier's discretion and the provisions for payments made by instalments shall be set out in the Contract.

3.5 Notwithstanding clause 3.4 the Supplier reserves the right to demand payment in full and cleared funds if the Customer fails to make payment within 30 days of the date of any of the Supplier's invoices for Services.

- 3.6 (a) The Customer shall pay every Supplier's invoice in full and cleared funds, within 30 days of the date of the invoice to a bank account nominated in writing by the Supplier.
- (b) The Supplier reserves the right to accept payment from the Customer in full and cleared funds within 30 days of the Supplier's invoice by cheque or cash.
- (c) All amounts stated are exclusive of and any other applicable taxes, which shall be charged in addition at the rate in force at the time the Customer is required to make payment.

3.7 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the date stated on the invoice:

- (a) charge interest on such sum from the date stated in the invoice at the annual rate of 8 % above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis; and
- (b) suspend all Services until payment has been made in full.

3.8 Time for payment shall be of the essence of the Contract.

3.9 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

4. Supplier's Liability

4.1 The Supplier undertakes to use all reasonable care and skill in carrying out the Services.

4.2 The Supplier warrants that he has all necessary certifications and qualifications to undertake any electrical or plumbing work that may be required in the course of completing the Services.

4.3 The Supplier does not give any warranty in respect of the quality or fitness for purpose of any Customer's Materials, Pre-Existing Materials or Third Party Materials.

4.4 The Supplier does not give any warranty that any result or objective can be or will be achieved or attained by a given date for the completion for the performance of the Services or any other date, whether stated in the Contract or elsewhere.

4.5 Except in the case of death or personal injury caused by the Supplier's negligence, the liability of the Supplier under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the Contract Price.

4.6 The Supplier shall not be liable for any consequential loss or any claims for consequential damage whatsoever which arise out of or in connection with the Contract.

4.7 Both the Supplier and the Customer acknowledges that, in entering into the Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in the Contract, and any conditions warranties or other terms implied by statute or common law. Nothing in the Contract excludes liability for fraud.

5. **Data Protection**

The Customer acknowledges and agrees that details of the Customer's name, address and payment record and personal data will be processed by and on behalf of the Supplier in connection with the Services.

6. **Termination**

6.1 The Customer may terminate the Contract for services by giving 7 working days written notice to the Supplier, but any amounts paid to the Supplier shall not be refundable.

6.2 Without prejudice to the other remedies or rights a party may have, either party may terminate the Contract, at any time, on written notice to the other party if the other party is in material breach of these obligations under the Contract and the breach is not remedied within 30 days of the other party receiving such notice which specifies the breach and requires the breach to be remedied.

6.3 On termination of the Contract for any reason the Customer shall pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Supplier for the performance of the Contract prior to the date of termination.

7. **Use of Subcontractors**

7.1 The Supplier is permitted to use other persons to provide some or all of the Services.

7.2 The Supplier shall be responsible for the work of a subcontractor to the same standard as stated in the Contract or as agreed by the parties.

7.3 Notwithstanding clause 7.2 the Supplier shall not be responsible for the work of an independent contractor providing services in relation to gas installation and fittings.

8. **Force Majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from

circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party when such circumstances caused the delay or failure in performance and when they ceased to do so. If such circumstances continue for a continuous period of more than 12 months, either Party may terminate the Contract by written notice to the other Party.

9. **Waiver**

9.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by the Supplier in forcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of his rights under the Contract.

10. **Entire Agreement**

10.1 The Contract constitutes the whole Contract between the parties and supersedes all previous Contracts between the parties relating to its subject matter.

11. **Rights of third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it and the Contracts (Rights of Third Parties) Acts 1999 and 2001 shall not apply to this Agreement.

12. **Governing Law and Jurisdiction**

12.1 The 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.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).