

# STAIRCASES TERMS OF CONDITIONS

## CONDITIONS

In this agreement the following expressions shall have the following meanings: -

The Company Input Joinery Limited whose office is at The Fairground, Weyhill, Andover, Hants, SP11 0ST. Hereafter referred to as Input.

### 1. VALIDITY

- 1.1 The order is conditional upon the surveyor's approval of the schedule of work following the site survey.
- 1.2 The surveys inspection will be confined to those areas, which relate to the proposed installation and does not indicate a survey of the premises.

### 2. CREDIT STATUS

- 2.1 The agreement is subject to Input being satisfied as to the customers' credit status.

### 3. LIMITATIONS OF QUOTATION AND ORDER

- 3.1 The quotation and order apply only to the works and the goods.
- 3.2 The customer shall allow reasonable access to Input's surveyors and installation staff to carry out all of the works.
- 3.3 Any times given by Input for carrying out the works are given in good faith but are approximate only and shall not be of the essence.
- 3.4 Unless otherwise stated in writing Input shall be allowed to commence the works within a reasonable period after notification that the materials are ready (in general the company would accept that 6 weeks as being reasonable).
- 3.5 Notwithstanding the forgoing Input shall not be liable for any delay in the completion of the work which arises from causes beyond its reasonable control.

### 4. CONSENTS

- 4.1 By accepting the quotation, the customer warrants to Input that he or she has the legal authority to require the works to be carried out at the premises and has obtained any consents or necessary approvals from any authority or person having an interest in the property.

### 5. DECORATION

- 5.1 The cost to be charged to the works does not include for replastering, redecorating, or making good flooring to any portion of the premises disturbed while carrying out the works.
- 5.2 Wood being a natural material may vary in colour from samples shown. Input cannot accept any claim where such variation occurs.

### 6. TITLE & RISK

- 6.1 Title of the goods or any part thereof shall pass to the customer only when full payment of the agreed contract price has been made over to Input.

### 7. LIABILITY

- 7.1 Input shall not be deemed liable to the customer for any indirect or consequential loss of the customer arising out of or in connection with the carrying out the works.
- 7.2 The liability of Input for any loss to the customer arising under the terms of this agreement shall not exceed the agreed contract price.
- 7.3 Nothing in this agreement shall limit the liability of Input, its sub-contractors or agents for death or personal injury resulting from negligence.

## 8. PAYMENT

Unless otherwise agreed to in writing the following conditions shall apply: -

- 8.1 Payments shall be made in accordance with the stage payments as detailed in our quotation and attached to our order.
- 8.2 The payments are due when a stage is reached and payment should be made to the Input registered office, delay in making payment when a stage payment has been reached may delay completion of the work and may prejudice the terms of our guarantee.
- 8.3 If any payment is not made at the date due any sum outstanding will be subject to interest which shall run from the date of the invoice and will be payable at the rate of 5% above the base rate as fixed by Barclays Bank PLC.

## 9. CANCELLATION

- 9.1 Either party, without penalty, may cancel this agreement by written notice of cancellation given by the end of the seventh day following the date of the order.
- 9.2 If the technical survey referred to in Clause 1 above increases the costing materially over the initial order value or for technical reasons a material part of the work cannot be carried out; the customer shall be entitled to terminate the agreement and receive a refund of the deposit paid.
- 9.3 Following the issue of technical drawings or completion of the site survey, if the customer terminates the agreement, we reserve the right to charge a 10% cancellation fee on the total contract value. We will charge an increased fee, should our time costs exceed this figure.
- 9.4 If the customer terminates the agreement after the manufacture of the goods has been commenced, but prior to installation works or after having been given notice of the date upon which the works may be commenced the deposit shall be forfeited to Input. In addition, a charge will be made for the cost of the works completed at the date of cancellation.

## 10. ADDITIONAL WORKS

- 10.1 Input does not undertake to move services, fixtures and fittings which are ancillary to the basic structure e.g., radiators, pipes, and cables.
- 10.2 If we are installing the new staircase, and the removal of the original staircase has been included within the installation cost, we would allow to remove the timber elements of the existing staircase from site. This is dependent on the site location and size of the existing staircase. In some circumstances, our installation team would remove the staircase, but the staircase will need to be disposed of by others (i.e a skip supplied on site by others).
- 10.3 Additional works not disclosed at the time of the survey will require the customers' written instruction and acceptance of the cost involved.
- 10.4 In respect of any or all undisclosed defects to the property Input will not be liable.

## 11. FORCE MAJURE

- 11.1 Input shall not be liable for failure to perform any of its obligations under this agreement if such failure is due to any cause beyond its reasonable control or that of its agents or sub-contractors.

## 11.2 GOVERNING LAW

This agreement shall be governed by and construed in accordance with English Law.

## 12. MEASUREMENTS

All measurements shown on drawings at the time of the order are provisional and may be subject to adjustment.

All cheques should be made payable to INPUT JOINERY LTD

Input Joinery Ltd. is committed to providing high quality products.

To this aim we reserve the right to make changes to our designs, manufacturing processes, timber sizes, ironmongery and paint materials used without prior notice.



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The Fairground, Weyhill, Andover, Hants, SP11 0ST