

Sheraton Interiors – Terms & Conditions

1. DEFINITIONS

In these Terms:

“Company / We / Us / Our” means Sheraton Interiors Ltd (Company No. 10337812).

“Client / You / Your” means the person purchasing goods or services from the Company.

“Contract” means the agreement between the Client and the Company including:

- these Terms and Conditions
- the quotation
- the sales order
- drawings and specifications
- any written amendments agreed by both parties.

“Goods” means any furniture, cabinetry, appliances, worktops, fittings or materials supplied.

“Services” means design, project coordination, delivery and installation.

“Premises” means the property where the Goods are to be delivered or installed.

2. ACCEPTANCE OF ORDERS

- 2.1 You make an offer to buy by signing the Quotation or by placing an Order, which We accept when We receive the first installment of the price for the Goods.
- 2.2 The quantity, quality, description and any specification of the Goods shall be as set out in the Quotation or the Order. If there is any inconsistency between a Quotation and an Order, the Order will apply.
- 2.3 We are not bound to accept Your Order. If We accept Your Order, you are responsible for ensuring that all specifications, measurements and selections in the Order are correct.

3. DESIGN SIGN-OFF

- 3.1 Prior to manufacture the Client will approve final drawings, specifications and finishes
- 3.2 By approving these documents, the Client confirms that all details are correct including:
 - layout
 - appliance selections
 - cabinet configuration
 - worktop materials
 - finishes and colours.
- 3.3 Any design changes requested after survey sign-off may incur additional costs and revised delivery times.

4. RELIANCE ON CONDITIONS / REPRESENTATIONS

- 4.1 The Contract shall be on these Conditions only, unless any change is agreed in Writing and signed by You and one of Our Directors. This does not prevent Us from correcting typographical or other errors or omissions in documents or information issued by Us.
- 4.2 You should not rely on promises or claims made by anyone other than Us or Our authorised representatives.
- 4.3 Please read any literature We provide and follow any advice or recommendations.

5. SPECIFICATION

- 5.1 All drawings, designs, specifications and visual materials prepared by the Company remain the intellectual property of the Company
- 5.2 In order to continually improve our services, we may make small changes to specifications from time to time.
- 5.3 These materials may not be reproduced, copied or shared with third parties without written consent.

6. PRICE AND PAYMENT

- 6.1 The price for the Goods is as set out in the Quotation plus VAT. The price is valid for 30 days from the date of the Quotation.
- 6.2 You may be charged an 'urgent order delivery charge' if You request delivery earlier than any agreed delivery date. The urgent order delivery charge will be confirmed to You as soon as reasonably possible after You request the early delivery date.
- 6.3 If the cost to Us of producing or delivering the Goods increases by reason of any of the following, then We will notify You before undertaking the work:
 - 6.4 any changes in quantities or specifications requested by You;
 - 6.4.1 any increases in the cost materials
 - 6.4.2 any other factor outside Our control.
- 6.5 You will pay the price for the Goods in 3 installments. The first installment of 35% is payable upon signing the "sales order" or placing the Order, the second installment of 35% is payable upon 'signing off' the final "survey order" and the third installment of 30% is payable 10 working days before delivery of the Goods. Payment is made only when We have received cleared funds into Our bank account. Any delay in payment could result in the delivery and/or installation date being rescheduled.
- 6.6 If You have entered into a credit agreement with a Finance Company, excluding any deposit You have paid Us You will pay for the Goods under the terms of that credit agreement. If Your actions mean that the Finance Company refuses to release the funds to Us before delivery of the Goods, You agree that You will pay the balance of the contractual price upon receipt of Our invoice.
- 6.7 If You fail to collect or take delivery of the Goods on the agreed delivery date, the third installment will still be due for payment.
- 6.8 If You fail to make payment on the due date, We shall be entitled to a) cancel the Contract and/or b) charge You interest on the amount unpaid at the rate of 3% interest above Royal Bank of Scotland Bank's base rate, and/or c) make a claim against You for the unpaid amount.
- 6.9 We may reclaim from You any reasonable costs incurred in collecting outstanding sums, including lawyers' fees and bank charges for returned cheques.

7. SURVEY

- 7.1 A survey will be carried out to confirm the design layout and measurements and highlight obvious structural, technical, or costing issues with the agreed design prior to manufacture. The survey is only a basic visual inspection. The Customer is therefore responsible for any additional costs incurred during the installation process, as a result of encountering any problems not visible during the survey e.g. pipe work hidden behind the Customer's existing furniture.
- 7.2 The surveyor is not qualified to comment on the suitability of existing electrical wiring, gas, plumbing and drainage intended by the Customer for use in the proposed installation.
- 7.3 The Client must ensure that all plumbing, electrical and gas services are suitable for the proposed installation otherwise unforeseen costs may be chargeable during installation.
- 7.4 Customers should not undertake work or expense based on this Agreement until such time as the Company has confirmed the results of the survey and set an agreed delivery date.
- 7.5 If the survey does highlight any obvious structural, technical, or costing issues with the agreed design, these shall be communicated by the Company, either verbally or in Writing, to the Customer within 10 working days of the survey taking place. The Customer and the Company may then agree any changes to the design and/ or costs or follow the cancellation procedure.
- 7.6 Any further changes made by the customer after survey sign off will be chargeable to the customer.

8. DELIVERY

- 8.1 Delivery takes place at Your Premises (or such other location recorded in the Quotation or Order) unless You collect the Goods from Us. You become responsible for the Goods upon delivery.
- 8.2 We will try to deliver the Goods on any agreed delivery date or within a reasonable time.
- 8.3 We will not be liable to You for any unforeseeable loss, damage or expense You suffer which arises directly or indirectly from any delay in delivery of the Goods which arises from circumstances outside of Our control.
- 8.4 A delivery/collection note signed by You is proof of delivery/collection of the Goods.
- 8.5 If You fail to take delivery of the Goods or We cannot deliver them because You fail to give adequate instructions, permission and/or access, Our responsibility (except for damage caused by Our negligence) will end on the agreed delivery date and You will pay Our reasonable costs (including insurance) of storage until actual delivery.
- 8.6 If You do not take delivery within 21 days from the agreed delivery date, We may sell the Goods at the best possible price.
- 8.7 We will only be liable for non-delivery of Goods if You give Us Written notice within 7 days of the agreed delivery date. Our liability is limited to replacing the Goods within a reasonable time or issuing a credit note against invoices raised for them.

9. QUALITY

- 9.1 The quality and finish of the Goods will be reasonably compliant with generally recognised standards in the trade as decided by an independent expert.
- 9.2 If a colour or finish specified in the Contract is by reference to a sample or description, it is possible that the Goods may not be a perfect match. If You notify Us of this within 7 days of delivery of the Goods, We will replace or refund any part of the Goods which are not a commercial match as decided by an independent expert.
- 9.3 Any third party goods or components such as stone, appliances, moving components or equipment will be subject to that manufacturers guarantee.

10. TIMBER CABINETRY, PAINTED AND STAINED FINISHES

- 10.1 Timber is a natural hygroscopic material and responds to environmental conditions including temperature, humidity and seasonal changes.
- 10.2 The Client acknowledges and accepts that timber cabinetry components may expand, contract or move over time due to natural environmental conditions.
- 10.3 Painted or stained timber finishes may display natural grain patterns, joint lines and subtle surface variations.
- 10.4 Hairline cracking, minor splitting, joint lines or visible timber grain may occur as the timber settles and adjusts within the environment.
- 10.5 Painted finishes may develop slight shrinkage around joints or natural shadow lines where timber sections meet.
- 10.6 Colour tone and appearance may change slightly over time due to ageing and exposure to light, particularly natural sunlight.
- 10.7 These characteristics are inherent to timber cabinetry and painted finishes and shall not constitute defects, faults or grounds for rejection, replacement or financial compensation.

11. TITLE AND RISK

- 11.1 Until You have paid for the Goods in full title to the goods should remain with us. Until such time as ownership passes to You, You agree to a) store the Goods separately to other property so they are readily identifiable as Our property b) not destroy or obscure any identifying mark or packaging on the Goods and c) maintain the Goods in a satisfactory condition and insure them accordingly. In the event of loss or damage to the Goods, You shall hold the proceeds of such insurance on Our behalf.
- 11.2 You may attach the Goods to Your property, provided that they can be removed without causing damage (other than superficial damage) to Your property.

- 11.3 If You do not pay for the Goods by the due date You agree that We may, upon giving reasonable notice, enter the Premises in order to inspect the Goods or if You are no longer entitled to possess the Goods, to recover them from Your Premises.

12 OUR LIABILITY

- 12.1 You agree to examine the Goods after delivery and notify Us in Writing of any apparent damage, defect or shortage as soon as reasonably possible. If We do not receive such Written notification We will be deemed to have properly performed Our obligations under the Contract.
- 12.2 We shall not be liable for any loss, damage, costs, expenses or liability incurred by You arising from any infringement of intellectual property rights or any claim of illegality resulting from Our use of any specifications, materials, drawings or information supplied by You.
- 12.3 We shall not be liable for any defects in the Goods arising from Your failure to store or handle the Goods properly, including failure to comply with any storage or handling instructions provided by Us.
- 12.4 We will not be responsible for loss of or damage to the Goods arising from fair wear and tear, wilful damage caused by You or any third party, accident or negligence by You or any third party, use of the Goods other than as recommended by Us, failure to follow Our instructions, or alteration or repair carried out without Our approval.
- 12.5 Our liability for defective Goods will be limited at our option to a) replacing the Goods b) rectifying such defects at Our own expense (provided that You give Us full facilities at all reasonable times to remedy such defects) or c) granting You a full or partial refund or credit note for the appropriate part of the price of the Goods.
- 12.6 Nothing in these Conditions shall exclude or limit Our liability for death or personal injury caused by Our negligence, fraud or fraudulent misrepresentation, or for any other liability which cannot be excluded or limited under applicable law.

13 YOUR CANCELLATION RIGHTS

- 13.1 You may cancel the Contract by giving Written notice a) if We do not fulfill Our obligations under the Contract, b) within 7 days of You being informed of an increase in the price of the Goods or c) if Your application for a credit agreement with a Finance Company is unsuccessful or during any cooling-off period under a credit agreement.
- 13.2 You may also cancel the Contract by giving written notice in accordance with the provisions of the notice of your right to cancel the Contract at any time within the period of 7 days starting with the date of receipt of such notice.
- 13.3 The charge for our design service is £150 per hour, you will be charged for the hours spent on your project when you cancel.

14 OUR CANCELLATION RIGHTS

- 14.1 If You commit a serious breach of the Contract which is not remedied within 21 days of receiving notice from Us, We may cancel the Contract immediately on Written notice.
- 14.2 If You fail to make payment on the due date We may cancel the Contract or suspend further deliveries to You, on giving You 14 days Written notice.
- 14.3 We may cancel the Contract in relation to future deliveries if a) You are or propose to become the subject of a bankruptcy petition or order, or You make or propose to make an arrangement or composition with Your creditors, b) acting reasonably We have serious doubts as to Your solvency or c) upon Your death or mental incapacity.
- 14.4 If We cancel the Contract under Clauses 11.1, 11.2, a) You will immediately pay any outstanding sums owed to Us, along with any reasonable expenses incurred by Us in performing all or part of the Contract b) We may cancel any other contract made by Us with You and c) We have the right, on giving reasonable Written notice, to enter the Premises and remove any Goods and materials which belong to Us.
- 14.5 If Your application to enter into a credit agreement is refused, We may cancel the Contract by giving You Written notice and will return any installments You have already paid to Us.

14.6 Our rights under these Conditions do not prevent Us from exercising any other rights to recover amounts due to Us for Goods delivered to date and any loss, damage, costs, expenses or liability that We have sustained.

15. WARRANTY

15.1 The Company provides a **ten (10) year warranty on cabinetry manufactured and supplied by Sheraton Interiors against defects in materials or workmanship**, subject to normal domestic use.

15.2 The Company provides a **one (1) year warranty on installation workmanship** carried out by Sheraton Interiors which covers the workmanship of the installation and does not cover-

- Natural movement of timber
- Environmental conditions including heat, humidity or sunlight
- Damage caused by third parties or other contractors
- Misuse, accidental damage or improper maintenance

16. GENERAL

16.1 We are not liable to You for any delay or failure to perform Our obligations under the Contract if it is due to an event beyond Our reasonable control.

16.2 If a court finds any part of these Conditions void or unenforceable, that clause or part will be deleted and the remaining provisions will continue to apply in full.

16.3 If We do not fully exercise one or more of Our rights under these Conditions, this does not prevent Us from exercising any other rights in future.

16.4 The Contract is personal to You and cannot be transferred without prior Written consent from Our Directors, which will not be refused without good reason.

16.5 Unless We notify You otherwise, any notice to be given under the Contract should be in Writing addressed to Us at the address in the Glossary. We will send any notices to You to the address shown in the documents forming the Contract.

16.6 No party except You or Us may exercise any rights in respect of this Contract under the Contracts (Rights of Third Parties) Act 1999 (as may be amended or extended)

16.7 These Conditions and the Contract are governed by English law and both You and Us submit to the exclusive jurisdiction of the Courts of England and Wales.

17. STATUTORY RIGHTS

17.1 Nothing in these terms and conditions is to be taken to affect the Customer's statutory rights in relation to this Agreement.

18. GLOSSARY

18.1 Words in the singular include the plural and vice versa.

18.2 Clause headings do not affect the interpretation of these Conditions.

18.3 General words such as "include" or "including" shall not be given a restrictive meaning.

- 18.3.1 "Finance Company" means any company with which You enter into a credit agreement in order to pay for the Goods;
- 18.3.2 "the Goods" means any goods agreed in the Contract to be supplied by Us to You;
- 18.3.3 "Order" means any order for the Goods submitted by the You to Us;
- 18.3.4 "Quotation" means Our standard form written quotation for the Goods;
- 18.3.5 "the Premises" means the premises in which the Goods are to be installed;
- 18.3.6 "VAT" means value added tax and any other taxes in force; and
- 18.3.7 "Writing" includes facsimile transmission and emails.