

TERMS AND CONDITIONS OF BUSINESS

1 DEFINITIONS

The following expressions and their meanings:

- 1.1 "Supplier" means Bayside Design;
- 1.2 "Customer" means person using services and/or products from the Supplier;
- 1.3 "Proposal" means a statement, quotation or other document that describes the Suppliers services/products;
- 1.4 "Services" means the acting on the Proposal including any materials required to do so;
- 1.5 "Products" means any product the Supplier provides the Customer;
- 1.6 "Terms & Conditions" means the terms and conditions of business as set out in this document on which the supply of Products and Services by the Supplier is agreed by both the Customer and the Supplier;
- 1.7 "Order" means formal acknowledgement of the Proposal;
- 1.8 "Agreement" means the contract between the Supplier and the Customer for the provision of Services/Products using these Terms & Conditions;
- 1.9 "Intellectual Property Rights" means ownership of a trademark, service mark , registered design, copyright, general know-how, designed drawing/information whether material or media as being the Supplier;
- 1.10 "Adjudicator" means the appointed 3rd party to a dispute between the Supplier and the Customer;

2 GENERAL

- 2.1 These Terms & Condition meant for the supply of Services/Products shall supersede all previous documentation and conversation between the Supplier and the Customer;
- 2.2 Any variations to these terms and conditions must be agreed in writing by the Supplier;
- 2.3 Nothing in these Terms & Conditions assures of the condition, warranty, expressed or implied or any legal remedy relating to the Services or Products supplied conforming to building regulations;

3 PROPOSAL

- 3.1 The Proposal for Services/Products relates these Terms & Conditions;
- 3.2 The Proposal for Services/Products is valid for 90 days prior to the signing of the Terms & Conditions;
- 3.3 The Proposal must be 100% accepted by the Customer before the signing of the Terms & Conditions;
- 3.4 The Customer is deemed to have accepted the Proposal 100% by placing an Order with the Supplier;

- 3.5 The Agreement between the Supplier and the Customer incorporating these Terms & Conditions shall only become binding once the Supplier has confirmed in writing to the Customer, acknowledgement of an Order. The Supplier has the right to refuse an Order;

4 SERVICES AND PRODUCTS

- 4.1 The Services and Products are described in the Proposal;
- 4.2 Any variation to the Services/Products must be agreed in writing by the supplier;
- 4.3 Any drawings, brochures, literature, conversation or any other material what so ever used as an approximation in relation to Services/Products will not form part of the Agreement unless acknowledged in writing by the Supplier;
- 4.4 The Services and Products are to be provided on normal working days and hours. The Supplier is at liberty to adjust days/hours as part of normal business operation;
- 4.5 Dates given for the delivery of Services/Products are an estimation and the Supplier shall not be held liable for any costs or inconvenience caused whether directly or indirectly;

5 PRICE AND PAYMENT

- 5.1 The price within the proposal is the final price inclusive of any VAT if applicable;
- 5.2 The price for materials needed to supply services is included within the Proposal;
- 5.3 The Terms for payment are described in the Proposal;
- 5.4 The Customer must pay any outstanding amounts for the provision of Services/Products within 30 days of cessation of works;
- 5.5 Customer will pay interest on outstanding amounts after 30 day period at a rate of 8% pa;
- 5.6 The Supplier is entitled to reasonable expenses in pursuing payment from the Customer for Services/Products if the Customer is late in paying;
- 5.7 The Customer is not entitled to withhold entire payments due to the Supplier for minor Services/Products issues. A fair retention to be withheld shall be described in writing by the Customer along with the amount within 10 days of payment due date;
- 5.8 The Supplier is entitled to charge extra for:
- 5.8.1 Any additional Services/Products requested by the Customer not contained within the proposal;
- 5.8.2 Any increase in the cost of 3rd party involvement including VAT rates on Products;
- 5.8.3 Any additional work requiring Services/Product not anticipated during the drafting of the Proposal;
- Any variation will be in written form from the Supplier to the Customer.

6 CUSTOMER OBLIGATION

- 6.1 The Customer will provide access at the times stated within these Terms & Conditions at the address where Proposal refers to for the carrying out of Order of Services/Products;

- 6.2 The Customer will provide water and toilet facilities to the Supplier for the duration of the applied Services/Products;
- 6.3 The Customer is responsible for any fees in connection with the provision of Services/Product;
- 6.4 The Customer will take all liability if the Supplier sustains any damage or loss of equipment for the duration of the applied Services/Products;
- 6.5 The Customer shall be liable to the Supplier if the Customer fails to Communicate any costs occurred;
- 6.6 Costs incurred by inaccuracy of measurements provided to the Supplier by the Customer is the Customers liability;
- 6.7 The Customer is responsible for any redecoration required after the application of Services and Products ends that is not already accounted for in the Proposal;
- 6.8 Ventilation will be permitted by the Customer in required indoor areas;

7 SUPPLIER OBLIGATION

- 7.1 The Supplier shall supply the Services/Product as described in the Proposal;
- 7.2 The Supplier will make a reasonable effort to safeguard Customers valuables, Supplier will work to an acceptable standard and follow codes of practise;
- 7.3 The Supplier will comply with Regulations;
- 7.4 The Supplier will ensure that the regulatory services are informed at the correct stages of development of the Services/Products;
- 7.5 The Supplier shall be responsible for waste management as described in the Proposal;
- 7.6 The Supplier shall be responsible for priming all external work;
- 7.7 The Supplier will respect all furniture and floor coverings whilst providing Services/Products;
- 7.8 The Supplier shall make every effort to match up to existing materials such as plaster work but the variance quality cannot be guaranteed;
- 7.9 Where appropriate excluding the case of self certification, the Supplier will contact the assessing body for relevant areas of Services/Products;
- 7.10 Should any work require Services/Products to interfere with a part wall eg, then the Supplier will notify a public member prior to the application of Services/Products;
- 7.11 The Supplier shall hold a valid certificate of public liability insurance;
- 7.12 The Supplier will notify the Customer of any subcontractor involvement;

8 CANCELLATION

- 8.1 The Customer may Cancel the Services/Products within 14 days of the Order, any money paid on deposit with be returned in full less reasonable administration fee;
- 8.2 If the Customer does not cancel within 14 days no monies will be returned;

9 INSPECTION OF PRODUCT

9.1 The Customer shall inspect the delivery of goods and notify the Supplier within 2 days from the date of delivery ;

10 DEFECTIVE PRODUCTS

10.1 The Supplier will guarantee the Services/Product against failure for a period of 12 months from the date on completion;

10.2 Clause 10.1 does not apply to:

10.2.1 If Services/Product are damaged as a result of neglect, wilful damage, accident or similar;

10.2.2 If Services/Produce fail due to incorrectly following instructions, poor maintenance or repair, use outside of working conditions, improper or unauthorised repair or evidence of tampering;

10.3 If the Services/Product fail in accordance with these Terms & Conditions then the Supplier reserves the right to repair, replace or assign the Services/Products to a trusted 3rd Party;

10.4 The Supplier is not at liberty to correct any defects that have not been paid for;

11 PROPERTY AND RISK

11.1 Liability of the Services/Products pass from the Supplier to the Customer if the Services/Products leave the premises or in transit outside of Suppliers direct control;

11.2 Adequate insurance should be in place to protect property and material;

11.3 Title or ownership of the Services/Product lies with the Supplier until paid for;

11.4 The Customer must store separately and Products/Materials owned by 3rd party personnel separate from the Suppliers Products/Materials;

12 TERMINATION

12.1 The Agreement is terminated upon completion and payment for Services/Products or if both parties agree in writing to end early after reaching resolution;

12.2 The Customer may terminate these Terms & Conditions if the Supplier fails to comply with any aspect of the terms and conditions after a period of 28 days from the receipt of written notice outlining the breach if the Supplier fails to correct the breach;

12.3 The Supplier may terminate the Agreement if the Customer fails to make a stage payment when requested after 7 days of written notice;

12.4 Either party may terminate the Agreement by writing to the other party if:

12.4.1 The other party completely violates the Terms & Conditions without remedy within a reasonable time limit; or

12.4.2 The party is unable to remedy the breach;

12.4.3 A court of competency jurisdiction rules the Agreement is nullified;

12.4.4 In the event that the Supplier ceases to trade;

12.4.5 If a party is declared bankrupt, insolvent, or placed with a trustee or credit

12.5 In the event of Termination, The Customer will pay the Supplier all monies due for Services/Products and expenses for the work to date;

13 WARRANTIES

13.1 The Supplier warrants that the delivery of Services/Produced will resemble the description in the Proposal;

13.2 The Supplier warrants that services are delivered with reasonable skill and care;

14 LIMITATION OF LIABILITY

14.1 Nothing in these Terms & Conditions make liability for the Supplier to be responsible for loss of life, personal injury, damage or otherwise as a direct breach of the Terms & Conditions or negligence by the Customer with the Services/Products or Proposal;

14.2 The Supplier is not liable for inconsequential or economic losses arising from 3rd party personal which breaches the Terms & Conditions or causes damage to the Services/Products through neglect;

14.3 The Supplier shall not be liable for any losses resulting from loss of domestic supplies for any period of time during the application of Services/Products;

15 INDEMNITY

15.1 The Customer will indemnify the Supplier of any costs, claims, or expenses occurred as a direct result of Customer breach of Terms & Conditions;

15.2 The Supplier undertakes to Indemnify the Customer of all cost resulting from negligence arising from misconduct or direct breach of these Terms & Conditions;

16 SETTLEMENT OF DISPUTE

16.1 Any Dispute between the Supplier and the Customer shall be appointed to an official adjudicator;

16.2 The adjudicator will be from an affiliated organisation such as the Federation Of Master Builders;

16.3 An adjudicator can only be requested by both the Supplier and the Customer;

16.4 The adjudicators decision shall use an assessment of works and adjudicate within the law giving his outcome in approx 28 days;

16.5 During adjudication the Agreement remains in force and both parties will continue will their obligations under this Agreement;

16.6 The decision of the adjudicator is an authority unless and until a change in the law states otherwise;

16.7 The adjudicator will assess the proportion of liability respectively between the Supplier and the Customer;

17 INTELLECTUAL PROPERTY RIGHTS

17.1 All intellectual property right remain the property of the Supplier and cannot be used by the Customer without the Suppliers written permission;

18 FORCE MAJEURE

18.1 Neither party shall be liable for indemnity arising from circumstances outside either parties control such as war, terrorism or natural disaster, or delays arising

from delivery of materials, plant or personnel for the application of Services/Products;

19 RELATIONSHIP BETWEEN PARTIES

19.1 Nothing in the Terms & Conditions or the Proposal suggests a partnership or similar of any kind either financially or by mutual recognition between the Supplier and the Customer;

20 ASSIGNMENT

20.1 The Customer is not empowered to assign tasks to personnel authorised by the Supplier or delegate in any way;

21 SEVERANCE

21.1 If any aspect of these Terms & Conditions becomes unenforceable by law or out of jurisdiction then the remaining elements will be followed as if the lawless element is omitted;

22 WAIVER

22.1 Deliberate breach of the Terms & Conditions does not empower either party to waiver their obligations under this Agreements;

23 NOTICES

23.1 Any notice provided by one party to the other shall be deemed to have been served if sent via1st class postal service, email, facsimile or personal service;

24 THIRD PARTY RIGHTS

24.1 Nothing in these Terms & Conditions empowers any third party of either the Customer or the Supplier;

25 ENTIRE AGREEMENT

25.1 These Terms & Conditions supersede all previous documents and communication agreement;

26 GOVERNING LAW

26.1 These Term & Conditions conform to English Law;

NAME OF SUPPLIER.....

BUSINESS ADDRESS.....

NAME OF CUSTOMER.....

ADDRESS OF CUSTOMER.....

PRODUCTS.....

SERVICES.....

PROJECT LOCATION.....

PRICE.....

PAYMENT TERMS.....

TIMING OF WORKS.....

ADDITIONAL/SPECIAL TERMS.....

DETAILS OF DRAWINGS.....

CUSTOMER SIGNATURE.....

DATE.....

SUPPLIER SIGNATURE.....

DATE.....

Both Customer and Supplier should have a signed copy each.