

Terms and conditions



Signature Kitchens

1. BACKGROUND

The Customer has contracted with the Company to provide the Services as set out in the Statement of Work under these terms for conditions.

The Company's main provision of work is predominantly the supplying and/or fitting of Kitchens, Bathrooms and Tiles.

2. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

2.1 DEFINITIONS:

Additional Work: work performed by the Company in addition to the Statement of Work, in particular any additional flooring that is to be included into the Services.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Call Out Fees: means where the Customer requests the Company's attendance for matters that are outside the scope of and are not ancillary to the Statement of Work.

Commencement Date: has the meaning given in Clause 3.2

Company: Signature Kitchens, Bathrooms and Tiles Ltd (CRN: 08571351) whose registered office is at 1a Burnside Road, Whitely Bay, Newcastle, Tyne & Wear, NE25 8PW.

Company Materials: means any materials or goods that is owned by the Company or in their control.

Completion: after the work detailed in the Schedule of Work has been finished and both parties have signed the Sign Off Sheet as set out at Schedule 2.

Conditions: these terms and conditions as amended from time to time in accordance with Clause 12.

Confidential Information: being the business model of the Supplier, the Charges contained in the Statement of Work and any designs/sketches that are created by the Supplier for the Services to be undertaken by the Company.

Contract: the contract between the Company and the Customer for the Services in accordance with these Conditions.

Customer: the firm or person who purchases the Services and/or Goods from the Company as detailed by these terms and conditions.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.

Force Majeure Event: has the meaning given to it in Clause 15.

GDPR: General Data Protection Regulation ((EU) 2016/679)

Goods: The Goods (or any part of them) set out in the Statement of Work

Office Hours: Between the hours of 09:00 and 17:00 Monday to Friday and 10.00-16.00 Saturday.

Proposed Modifications: Any modifications to the Schedule of Work that is agreed in writing by both parties.

Statement of Work: The work to be conducted by the Company as set out at Schedule 1.

Services: The services supplied by the Company to the Customer as set out in the Statement of Work.

UK Data Protection Legislation: Any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Work Commencement Date: Being the date set out in the Statement of Work that the Company shall commence the Services at the Customer's premises.

2.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to **writing** or **written** means email and letter.

3. Basis of Contract

3.1 Each individual Statement of Work shall be entered into by the parties. The Statement of Work(s) shall be governed by and are subject to the terms contained within the Conditions. In the event of any inconsistency between the Conditions and the Statement of Work, the Statement of Work shall take precedence to the extent of the conflict or inconsistency.

3.2 Until the Statement of Work has been signed by the Customer. The Company is under no obligation to undertake the work contained in the Statement of Work. The Customer only becomes committed to purchasing the Services/Goods and the Company to provide the, upon the signature of the Statement of Work. Upon signature of the Statement of Work the Contract will come into existence (the Commencement Date).

3.3 Up until signing the Statement of Work consists of an offer only (subject to change, see clause 4.5) by the Customer and any quotation given by the Company does not constitute a valid agreement.

3.4 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.

3.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3.7 Each of the parties warrants to the other that they respectively have full power and authority to enter into and perform this agreement and any Statement of Work.

4. Supply of Services

4.1 The Company shall supply the Services to the Customer in accordance with the Statement of Work in all material respects.

4.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services, whether specified in the Statement of Work or not, but any such dates shall be estimates only. A change to these dates which are out of the company's control due to supplier delays could affect to meet the performance dates of the Services. The company shall notify the Customer in any such event.

4.3 The Company reserves the right to amend the Statement of Work if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not

materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

- 4.4** The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 4.5** Under no circumstances will the Company be responsible for any changes that adversely affect the Goods, where that change has occurred through no decision, conduct or responsibility of the Company.
- 4.6** Where ancillary Goods are to be delivered as contained in the Statement of Work, the risk of the Goods will be the Customer's responsibility.
- 4.7** Title to the Goods will not pass to the Customer until full and final payment as set out in the Statement of Work. Once payment is made title will pass at the time of payment of all such sums.
- 4.8** The Supplier reserves the right to retake possession of any Goods prior to Completion.
- 4.9** Subject to clause 10 the Services are provided on the condition and understanding that should the Customer have any issues with any work carried out in accordance with the Statement of Work, the Company shall be afforded at least 14 days to rectify any issues. Any changes that is an occurrence of the issues will not amend the Statement of Work unless agreed to in accordance with these Conditions.
- 4.10** Subject to Clause 6.2, where the Customer supplies Goods or materials, the Company, at its sole discretion, reserves the right to refuse to carry out the Services where the materials provided are in its opinion are below the standard necessary to carry out the Services.
- 4.11** The Company guarantees all fitting contained within the Statement of Work for 12 months from the date of Completion. The Company's guarantee extends to the fitting works only.
- 4.12** Services are supplied on the condition that the Company will not be responsible for the removal of any fridges or freezers from the Customer's premises.
- 4.13** A minor electrical certificate will be provided to the Customer if necessary. Where an electrical certificate is not required, in circumstances where no electrical circuits are broken, but the Customer still requests one, a charge will be incurred for supplying one. The Company reserves the right to appoint any electrician that they see fit.

5. Goods

- 5.1** The Goods are described in the Statement of Work.
- 5.2** Subject to Clause 4.2 and 7.1, the Company reserves the right to amend the Statement of Work if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event within a reasonable timescale.

6. Customer Obligations

- 6.1** The Customer shall:
 - 6.1.1** ensure that the terms of the Statement of Work and any information it provides are complete and accurate;
 - 6.1.2** co-operate with the Company in all matters relating to the Statement of Work;

- 6.1.3** provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises and other facilities as reasonably required by the Company to provide the Services including in some cases, but not limited to, the need to site skips, ladders or vehicles;
- 6.1.4** provide the Company with such information as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 6.1.5** obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 6.1.6** remove or protect any fixtures and fittings where the Company is to provide Services;
- 6.1.7** comply with all applicable laws, including health and safety laws;
- 6.1.8** comply with any additional obligations as set out in the Statement of Work.

6.2 In the event that the Customer elects to provide goods for the Services to be completed, the Customer warrants that the goods provided will be of satisfactory quality to the Company. The Customer further warrants that any delays or issues caused by unsatisfactory goods will be their responsibility to solve and they will indemnify the Company for any costs that they incur under this clause.

6.3 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- 6.3.1** without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 6.3.2** the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause 6.3.2; and
- 6.3.3** the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

6.4 The Customer shall indemnify the Company against all costs, claims, liabilities, penalties and expenses which the Company may incur by reason of any work being illegal, unlawful or which is in breach of any trade description or other legislation.

6.5 any computer data, to include but not limited to designs, drawings, Statement of Work and invoices supplied to the Company is clean, unadulterated, capable of being read and processed and does not contain any computer viruses. In the event of the computer data supplied being corrupt, the Company shall either require the Customer to supply

clean unadulterated data which does not contain any computer viruses or decontaminate the data itself but at the Customer's expense.

6.6 Any machinery or equipment which is left at the Customers premises overnight is the responsibility of the Customer.

6.7 In conjunction (subject to) clause 4.9 the Customer will ensure that any issues that they have with the Statement of Work, or the Goods or Services contained therein, they will ensure that they report any issue to the Company within 7 days of knowledge or when they ought to have reasonably known that there was an issue. The Company will then be afforded 14 days in order to ascertain and propose rectification of the issue. The Customer's identification and reporting of any issue will not alter or amend the Statement of Work unless a variation is agreed in accordance with these Conditions

7. Charges and Payment

7.1 Subject to Clause 4.2 and 7.2, The price for Services is as is listed in the Statement of Work. However, prices will be reflected in a revised version in the Statement of Works in the event of increases in goods and materials. In the event of this the Company will notify the customer.

7.2 The Company reserves the right to:

7.2.1 charge for any Additional Work;

7.2.2 increase the price of the Services, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods or Services to the Company that is due to:

- (a) any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Proposal; or
- (c) any delay caused by any instructions of the Customer in respect of the Goods and/or Services or failure of the Customer to give the Company adequate or accurate information or instructions in respect of the goods and/or Services.

7.2.3 The Company shall invoice the Customer on or at any time after Completion of delivery or by way of interim payments should it be agreed by both parties.

7.2.4 The Customer shall pay each invoice submitted by the Company:

- (a) within 14 days of the date of the invoice, unless otherwise agreed in writing;
- (b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.

7.3 Where the Customer is arranging finance for the Works the Company reserves the right to defer commencement of the work until the Customer has produced a copy of a written offer from the Building Society, Finance House, Bank or otherwise and the payment of any deposit has been received in accordance with clause 7.8.1.

- 7.4** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 7.5** If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under these conditions, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 7.6** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.7** Where the Customer wishes to make changes to the contract then the Customer shall be charged on a time and material basis.
- 7.8** Unless otherwise agreed in writing, the payment structure is to be paid in the following stages;
- 7.8.1** 20% to be paid on Acceptance of Contract
 - 7.8.2** 50% due on the Work Commencement Date (For Kitchens/Bedrooms 50% is taken 14 days prior to work commencing due to bespoke manufacturing of products gone into production).
 - 7.8.3** 20% when Goods (if applicable) are delivered to the Customer's premises
 - 7.8.4** 10% on Completion or where Goods are not applicable, the remaining balance will be paid.
- 7.9** The Company reserves the right to charge Call Out Fees at a rate of £80.00 and any further work to be carried out will be discussed. Where a call out occurs outside of Office Hours the Company reserves the right to increase the Call Out Fees at their discretion.
- 7.10** The Customer shall indemnify the Company for any costs, administrative, legal or otherwise incurred in the recovery of any overdue payments.
- 7.11** Payments stated and set out above do not include any unforeseen extra's which may be found once statement of work has commenced. These are deemed as essential for work to continue. These will be agreed on site and will need to be paid with immediate effect.

8. Data Protection and Data Processing

- 8.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this Clause 8, Applicable Laws means (for so long as and to the extent that they apply to the Company) the law of

the European Union, the law of any member state of the European Union and/or Domestic UK Law.

- 8.2** The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the Data Controller (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 8.3** Without prejudice to the generality of Clause 12.1, the Customer will ensure that it has all necessary appropriate consents, notices and systems to comply with the Data Protection Legislation and to enable lawful the transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract. In the event that the Customer does not comply with the Data Protection Legislation it will indemnify the Supplier for any breaches that result in the Supplier or any of its third-party contractors suffering damages, fines or other penalties.
- 8.4** Without prejudice to the generality of Clause 8.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:

- 8.4.1** process that Personal Data only on the written instructions of the Customer unless the Company is required by Applicable Laws to otherwise process that Personal Data. Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying the Customer.
- 8.4.2** ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 8.4.3** ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 8.4.4** not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (c) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (e) notify the Customer without undue delay on becoming aware

- of a Personal Data breach;
- (f) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (g) maintain complete and accurate records and information to demonstrate its compliance with this Clause 8.

8.4.5 assist the Customer in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

8.5 The Customer consents for the Company to contact them in relation to future offers and any other marketing promotions. The Customer further consents that the Company may use any Personal Information to market and promote their business interests.

9. Limitation of liability:

9.1 Subject to Clause 12, any work that is undertaken in addition to the Contract to vary, amend and/or to alter the Statement of Work by another party will not be the responsibility of the Company, nor will they hold any liability (including but not limited to after Completion).

9.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- 9.2.1** death or personal injury caused by negligence; and
- 9.2.2** fraud or fraudulent misrepresentation.

9.3 The Company's total liability to the Customer shall not exceed the price contained in the Statement of Work. The Company's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

9.4 The Company shall not be held liable for, but not limited to, the following:

- 9.4.1** Loss of profits;
- 9.4.2** Loss of sales or business;
- 9.4.3** Loss of agreements or contracts;
- 9.4.4** Damage to any Goods or works contained in the Statement of Work where the Company is not at the Customer's premises;
- 9.4.5** Loss of anticipated savings;
- 9.4.6** Loss of use or corruption of software, data or information;
- 9.4.7** Loss of or damage to goodwill;
- 9.4.8** Indirect or consequential loss; and
- 9.4.9** Goods used in relation to Clause 4.10.

9.5 Unless the Customer notifies the Company that it intends to make a claim in respect of an event within the notice period, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred shall expire 12 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 9.6** If the Customer does not comply with Clause 6.2 the Company has the right to withhold conducting the Services and will not be held liable for any consequence arising out of the Customer's non-compliance.
- 9.7** All materials supplied by on or behalf of the Customer are at the Customer's risk whilst on the Company's premises or in transit to such premises. The Customer is responsible for arranging adequate insurance cover for those materials unless arrangements have been made to the contrary.
- 9.8** The Customer avers that all necessary consents have been given and the Company is under no liability in the event of enforcement or other action by the Local Authority or otherwise.
- 9.9** Subject to Clause 4.4 the Company does not undertake, inter alia, to prevent all damage, provide matching ceramic or other tiles, specified finishes, to remove intact panes of glass and/or frames from old windows to surrounding wallpaper, paintwork or other decorations which are reasonably required to be retained by the Customer.
- 9.10** The Company accepts no liability for any damage related to pre-existing structural or other defects in the property to which the installation is carried out.
- 9.11** This clause shall survive termination of the Contract

10. Termination

- 10.1** Without affecting any other right or remedy available to it, the Company may terminate the Contract without notice should the Customer commit any material breach of the Conditions.
- 10.2** Subject to clause 4.9 the Customer cannot terminate the Contract unless they have given the Supplier 14 days to remedy any breach that they have committed.
- 10.3** If the Customer terminates the Contract otherwise than in accordance with these Conditions then the Company reserves the right to charge for the full amount of the Contract contained within the Statement of Work, on the condition that Work Commencement Date has passed.
- 10.4** If the Customer wishes to cancel the Contract after the Work Commencement Date the Company reserves the right to charge up to 90% of the price of the Contract, providing that Completion has not occurred. This is to be in accordance with the expenses incurred by the Company prior to the cancellation.
- 10.5** Without affecting any other right or remedy available to it, the Company may, at its sole discretion, terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.5.1** the Customer's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 - 10.5.2** an unsatisfactory credit reference is obtained in respect of the Customer.
- 10.6** Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment;

or

10.7 Without affecting any other right or remedy available to it, the Company may terminate the Contract if any Proposed Modifications are not accepted within 7 days of being issued.

10.8 If the Contract is terminated under this Clause 10, the Company at its discretion, may refund money which it deems appropriate having taken account of the work and Services provided.

10.9 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in this clause or the Company reasonably believes that the Customer is about to become subject to any of them.

11. Consequences of Termination

11.1 Subject to the contents contained in clause, on termination of the Contract:

11.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;

11.1.2 subject to Clause 10.8 any deposit that the Customer has paid will be forfeit to the Company; the Contract, from either of the parties, will result in the loss of any deposit paid by the Customer.

11.1.3 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

12. Variation

Any variation to the Statement of Work must be agreed in writing by both parties unless a variation is proposed by the Customer that is then confirmed in writing by the Company shall be taken as agreed by both parties.

13. Confidentiality

13.1 The Customer undertakes that for the duration of the Contract and for a period of 6 months after the termination or expiry of the Contract

13.2 Any and all Confidential Information that the Customer comes into contact with shall be kept confidential at all times during the duration of the contract and for a period of 6 months after termination.

13.3 The Confidential Information used to complete the Contract shall remain the property and ownership of the Company.

13.4 Each party may disclose the other party's information:

13.4.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the information comply with this clause 13.

13.4.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.5 Neither party shall use the other party's Confidential Information for any other purpose other than to perform its obligations under the Contract.

14. Alternative Dispute Resolution

If any dispute arises in connection with the Contract, Services or these Terms and Conditions, the parties are obliged to attempt in the first instance to settle any dispute by way of Alternative Dispute Resolution. In the event that the Customer is dissatisfied with the Services, Contract or any part of these Terms and Conditions then the dissatisfaction must be communicated to the Supplier within 7 days of any issue becoming apparent.

15. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

16. Assignment and other dealings

16.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

17. Notices.

17.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a Company) or its principal place of business (in any other case); or
- (b) sent by email
- (c) to the Company's registered office

17.2 Any notice or communication shall be deemed to have been received:

- (a) If delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- (c) If sent by email at 9.00 am on the next Business Day after sending.

17.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

19. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21. Entire agreement

- 21.1** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2** Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

22. Third Party rights.

- 22.1** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 22.2** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

23. Governing law and Jurisdiction

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1
Statement of Works



Customer & Address	
Services	1. 2. 3. 4.
Goods	<i>Shower</i> <i>Fixing Plate</i> <i>Waste</i> <i>Bath</i> <i>Vanity and Basin</i>
Total Charge	
Customer Name	Customer Signature

The Customer has read and confirms the terms and conditions which can be found at
<https://www.signaturekitchensbathroomsandtiles.co.uk/termsandconditions>

Schedule 2

Sign off Sheet



I, the Customer, confirm that I have undertaken a reasonable review of my premises where the Services were conducted by the Company and can confirm my satisfaction.

Customer signature:

Date: