

CHAMELEON BUSINESS INTERIORS LIMITED

TERMS AND CONDITIONS

1.	Interpretation	12.4	The Seller shall not be liable for a breach of the warranty in condition 12.2 if:-
1.1	In these Conditions the following words shall have the following meanings:	12.4.1	the Buyer makes any further use of such Goods after giving such notice; or
	"the Seller" Chameleon Business Interiors Limited;	12.4.2	the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
	"the Contract" the contract made or to be made between the Seller and the Buyer for the sale and supply of Goods and/or Services in accordance with these Conditions;	12.4.3	The Buyer alters or repairs such Goods without the written consent of the Seller.
	"the Buyer" the individual, partnership, company or organisation which enters into the Contract with the Seller;	12.5	Subject to conditions 12.3 and 12.4, if any of the Goods do not conform with the warranty in condition 12.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.
	"the Goods" the office furniture and/or goods for fitting out offices offered for sale or provided by the Buyer under this Contract;	12.6	If the Seller complies with condition 12.5 it shall have no further liability for breach of the warranty in condition 12.2 in respect of such Goods.
	"the Services" interior design services, installation of Goods and all other services relating to the fitting out of offices offered or provided by the Seller;	12.7	No claims for defective goods shall entitle the Buyer to cancel the remainder of any order.
	"the Buyer's Premises" the premises owned or controlled by the Buyer where the Goods are to be installed and/or the Services provided.	13.	Risk and Title
1.2	The clause headings in these Conditions are for convenience only and shall not in any way affect the interpretation of the Contract.	13.1	Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery of the Goods.
2.	Quotation	13.2	Title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other sums which are or which become due to the Seller from the Buyer on any account.
2.1	Any estimate or quotation, whether written or oral, submitted by the Seller shall be deemed to be an invitation to treat and not an offer. Unless previously withdrawn by the Seller any quotation shall expire 21 days after the date on which it is issued. Any order by the Buyer of any Goods and/or Services shall constitute an offer by the Buyer (which is open for acceptance unless withdrawn by the Buyer by giving notice in writing to the Seller), and the Contract shall only come into existence when the Seller confirms acceptance of the Buyer's offer in writing.	13.3	Prior to the passing of title in the Goods to the Buyer from the Seller the Buyer shall:-
2.2	Clause 2.1 shall not apply where the Seller provides Goods and Services supplementary to an existing Contract with the Buyer then any supply of such Goods and Services in response to Buyer's order shall constitute acceptance of Buyer's offer. Any price quoted or agreed is based on the information supplied by the Buyer to the Seller until the date on which the Contract is formed and is solely for the Goods and/or Services specified therein. The Buyer shall be entitled at any time to make additional charges in accordance with its standard rates (as amended from time to time) if any additional cost is incurred by the Seller by reason of:-	13.3.1	hold the Goods on a fiduciary basis as the Seller's bailee;
2.3	13.5.1 any error or omission in the Buyer's information,	13.3.2	keep the Goods identified as the property of the Seller; and
2.3.2	13.5.2 by reason of any additional information received from the Buyer;	13.3.3	not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods.
2.3.3	13.5.3 if the Buyer requests the Seller to undertake any variation or addition to the specification or design after the Buyer has approved the specification and design in accordance with clause 14.1 or any other modification to the Goods and/or Services;	13.4	Prior to the passing of title in the Goods to the Buyer from the Seller the Buyer shall maintain the Goods in satisfactory condition and keep them insured against loss, theft and damage up to the full replacement value of the Goods.
2.3.4	13.5.4 the Buyer not complying with its obligations under this Contract;	13.5	The Buyer may resell the Goods before ownership has passed to him/it solely on the following conditions:-
2.3.5	13.5.5 if the Buyer does not accept delivery of the Goods in accordance with these terms; or	13.5.2	any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
2.3.6	13.5.6 if the Buyer requires work to be carried out other than during normal working hours or the Buyer causes delays to the scheduled work which require the Seller to carry out the work outside of normal working hours in order to achieve the agreed completion date for the Services.	13.5.2	any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
3.	Formation of Contract	13.6	The Buyer's right to possession of the Goods shall terminate immediately if:-
3.1	All orders are accepted upon and are subject to these Conditions which are part of the Contract and should be read accordingly.	13.6.1	the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager or administrator appointed over its undertaking or any part thereof, or a resolution is passed or a petition presented by any court for the winding up of the Buyer or the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
3.2	These Conditions are the only terms of the Contract and replace any previous agreement or understanding. These Conditions prevail over any written terms of the Buyer unless the Seller specifically agrees otherwise in writing.	13.6.2	The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1985 or the Buyer ceases to trade; or
3.3	No variation to these Conditions shall be effective unless accepted by a duly authorised representative of the Seller in writing.	13.6.3	The Buyer encumbers or in any way charges any of the Goods.
4.	Delivery	13.7	The Buyer grants to the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them.
4.1	Any date named by the Seller for dispatch, deliver or installation of Goods is given and intended as an estimate only and is not to be of the essence of the contract.	13.8	Notwithstanding that title to the Goods shall not have passed to the Buyer an action for the price of the Goods can be maintained by the Seller at any time after the date on which payment was due under clause 7.1.
4.2	The Seller shall whenever possible give the Buyer 7 days notice of delivery but when this is not possible the Buyer shall nevertheless be bound to accept the Goods ordered when delivered.	14.	Intellectual Property
4.3	The Seller shall not be liable in any way in respect of the late dispatch delivery or installation, whether in whole or in part, howsoever caused nor shall such failure be deemed to be a breach of contract.		The intellectual property rights in all specifications, designs or plans shall be owned by the Seller. In the event that the Buyer does not purchase goods or services from the Seller in accordance with the specifications, designs or plans created by the Seller then the Buyer may not use such specifications, designs or plans without the written consent of the Seller.
4.4	The Seller may deliver any Goods and/or Services by separate instalments and may invoice each instalment separately.	15.	Installation, Fitting & Design
5.	Storage	15.1	When agreed between the parties, the Seller will advise upon an interior design scheme for the Buyer's premises or any part thereof and will supply specifications and a plan which will be approved by the Buyer, prior to the Seller commencing the Services.
5.1	Where Goods are ready for delivery the Seller may postpone deliver at the request of the Buyer provided that the Buyer pays the full price of the Goods to the Seller immediately.	15.2	The Seller reserves the right to charge the Buyer for work undertaken by the Seller in advising upon an interior design scheme for the Buyer's Premises and supplying specification and plans for such design scheme in the event that the Buyer does not proceed with the contract and purchase goods or services from the Seller.
5.2	The Seller may store the Goods at their own premises or elsewhere at the Buyer's sole risk and all storage insurance and transport charges shall be paid by the Buyer.	15.3	The Seller will upon approval by the Buyer of the specifications and plan and at the Buyer's request act as the Buyer's agent to apply for any necessary planning permission or building regulation approval. The Buyer shall be responsible for ensuring that any planning permission or building regulation approval is suitable for its requirements. The Seller accepts no responsibility for nor makes any representations in respect of the requirements for or the suitability of any planning permission or building regulation approval obtained by it on behalf of the Buyer.
6.	Prices	15.4	After the specifications for the works to the Buyer's Premises have been approved no variations shall be made without the consent in writing of the Seller. In the absence of a written variation of the specification the Seller reserves the right to charge the Buyer for any such additional goods or services required by the Buyer or its employees, agents or sub-contractors at the cost price of such goods or services plus 45% of such cost price.
6.1	The price of the Goods and/or Services shall be either:-	16.	Warranty
6.1.1	the price set out in the Seller's quotation (unless varied in accordance with clause 2.3); or	16.1	All Services shall be provided with reasonable skill and care.
6.1.2	the Seller's prices ruling at the date of delivery and such prices shall be paid by the Buyer.	16.2	Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
6.2	Unless otherwise agreed in writing all prices are net and exclusive of value added tax and any applicable delivery charges.	17.	Limitation of Liability
7.	Payment	17.1	Subject to conditions 4 and 12, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
7.1	Unless otherwise agreed in writing by the Seller invoices shall be payable by the Buyer within 10 days of the date of the invoice where deliveries are made in instalments payment for the part delivered shall be made within 10 days of the date of the invoice. The Seller reserves the right to request a non-refundable deposit for Goods or Services ordered by the Buyer. The Buyer must pay the deposit to the Seller when the order is placed.	17.1.1	any breach of these Conditions;
7.2		17.1.2	any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and 17.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
8.	Set-Off	17.2	All warranties, conditions and other terms implied by statute or common law (save for any conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
	The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have for any reason whatsoever.	17.3	Nothing in these Conditions excludes or limits the liability of the Seller:-
9.	Lien	17.3.1	for death or personal injury caused by the Seller's negligence;
	The Seller shall be entitled to a general lien on all goods of the Buyer in the Seller's possession (including Goods purchased from the Seller which the Buyer has paid for) for the unpaid price of all Goods sold and/or Services supplied to the Buyer by the Seller under this or any other contract.	17.3.2	under section 2(3) of the Consumer Protection Act 1987;
10.	Default in Payment	17.3.3	for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
	If the Buyer fails to make any payment on the date on which it is due for payment under clause 7.1 then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:	17.3.4	for fraud or fraudulent misrepresentation.
10.1	terminate the Contract or suspend any further deliveries to the Buyer; and	17.4	Subject to conditions 17.2 and 17.3:-
10.2	charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4% above the base rate of Barclays Bank plc per month until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest).	17.4.1	The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of contemplated performance of this Contract shall be limited to the price paid under the Contract; and
11.	The Buyer's Obligations	17.4.2	The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
11.1	The Buyer shall ensure that where drawings, specifications, instructions and materials are to be supplied by the Buyer, the Buyer shall supply the same not later than the date on which the Buyer places an order for the Goods.	18.	General
11.2	During the continuation of the Contract the Buyer shall ensure that the Seller, its employees and sub-contractors are provided with:-	18.1	If any of these Conditions or a part of one of these Conditions is rendered void by any legislation to which it is subject it shall be void to that extent only but no further.
11.2.1	access to the Buyer's Premises during the times at which it has been agreed that the Seller shall carry out the works;	18.2	The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller. The Seller may assign the Contract or any part of it to any person, firm or company.
11.2.2	all necessary assistance reasonably requested by the Seller and its employees and sub-contractors; 11.2.3 with car parking spaces at the Buyer's Premises for delivery of the Goods;	18.3	The Seller shall have no liability whatsoever for any failure to perform, or for any delay in the performance of, and of its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control, including without limitation shortage of raw materials, components or services, act of God, war, national emergency, laws or regulations of any territory, acts of terrorism, industrial dispute, civil commotion, fire, tempest and/or flood.
11.2.4	with access to the utilities at the Buyer's Premises; and	18.4	No failure or delay on the part of the Seller to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by the Seller of any breach by the Buyer of any of its obligations under the Contract shall not affect the rights of the Seller in the event of any further or additional breach or breaches.
11.2.5	reasonable facilities for the persons working at the Buyer's Premises.	18.5	The Contract shall in all respects be governed by and construed in accordance with English law, and the Seller and the Buyer shall submit to the exclusive jurisdiction of the English court.
11.3	The Buyer shall ensure that all requirements under health and safety legislation are complied with and that the Buyer co-operates with the Seller to carry out a risk assessment of the Buyer's Premises when such risk assessment is required under the Management of Health and Safety at Work Regulations 1999 and any other relevant legislation.	18.6	No variations to these Conditions or the Contract shall apply unless they are expressly accepted in writing by a director of the Seller.
12.	Quality	18.7	For the avoidance of doubt nothing in this Contract shall confer on any third party any benefit or the right to enforce any term of this Contract.
12.1	On delivery the Buyer shall be requested to sign a customer satisfaction form to confirm that the Goods have been received by the Buyer.		
12.2	The Seller warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979.		
12.3	The Seller shall not be liable for any breach of the warranty in condition 12.2 unless:-		
12.3.1	the Buyer gives written notice of the defect to the Seller, and (if the defect is as a result of damage in transit) to the carrier, within 7 days of the date of delivery; and		
12.3.2	the Seller is given a reasonable opportunity after receiving the notice to examine such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.		