

These Terms and Conditions are the standard terms which apply to the provision of all Services by Camham Ltd, a company registered in England & Wales under company number 08983247, 1 Lucas Bridge Business Park, 1 Oldgreens Norton Road, Towcester, Northants, NN12 8AX (“the Company”).

1. Definitions and Interpretation: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Agreement**” means the contract into which you and we will enter into upon acceptance of our Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions;

“**Customer**” means you, the party accepting our Quotation or placing an order with us;

“**Final Fee**” means the total of all sums you must pay which will be shown on the invoice issued in accordance with Clause 7 of these Terms and Conditions;

“**Goods**” means the goods which are to be supplied by us to you as specified in your Order;

“**Materials**” means the Materials required for the provision of the installation Services which we will supply, where applicable, as specified in the Quotation;

“**Order**” means your Order for the Goods

“**Property**” means the Property, as detailed in the Quotation, at which the Services are to take place;

“**Quotation**” means the Quotation we give to you detailing the Goods and Services we will provide to you and the fees we will charge;

“**Quoted Fee**” means the fee stated in the Quotation which may change according to the actual work undertaken as set out in these Terms and Conditions;

“**Services**” means the Installation we may provide as specified in the Quotation;

1.1. Each reference in these Terms and Conditions to:

1.1.1. “we”, “us” and “our” means the Company and includes all employees, agents and sub-contractors of ours;

1.1.2. “you” and “your” means the Customer;

1.1.3. “writing” and “written”, includes emails and text messages;

1.1.4. a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.1.5. “these Terms and Conditions” is a reference to these Terms and Conditions; and

1.1.6. a Schedule is a reference to a schedule in these Terms and Conditions.

1.2. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

1.3. Words signifying the singular number will include the plural and vice versa.

1.4. References to any gender will include the other gender. References to persons, unless the context otherwise requires, include corporations.

2. The Contract

2.1. These Terms and Conditions govern the sale or hire of goods by us and will form the basis of the Contract between you and us. If you wish to place an Order with us, you may do so either in person or over the telephone, however confirmation must be made in writing.

2.2. We will provide a Quotation for the Goods and/or Services. The acceptance of our Quotation, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us and includes the acceptance of these Terms and Conditions, which shall apply between us.

2.3. No terms or conditions stipulated or referred to by the Customer in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by us in writing.

2.4. All written Quotations, given by us shall constitute an offer and shall remain open for acceptance by you for a period of 28 days from the date thereof.

2.5. We have the right to at any time prior to receipt of written or verbal acceptance from you to withdraw or vary our Quotation provided that such withdrawal or variation is confirmed to you in writing.

3. Description and Specification of Goods

3.1. We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in our sales and marketing literature and on our Website. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate, and any display models are sold as seen.

3.2. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.

4. Delivery

4.1. Delivery costs will be as per your order form, payable in accordance with clause 7.

4.2. We will provide an estimated delivery or collection date for the Goods. Please note that such estimated dates may vary according to their availability, your location and circumstances beyond our control.

4.3. Delivery will be deemed to have taken place when the Goods have been collected, or delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.

4.4. Orders may incur redelivery charges if we are unable to deliver the Goods at your chosen delivery address. In any event, should your Order not arrive by the estimated delivery date, you should contact us in writing as soon as possible so we can investigate.

4.5. The responsibility (sometimes referred to as the “risk”) for the Goods remains with us until they have been delivered to you, at which point it will pass to you.

4.6. Until payment has been made in accordance with our Quotation we shall remain the legal and equitable owner of the Goods.

4.7. We reserve the right to charge for storage if you fail to collect or take delivery of the Goods or any part of them on the agreed date, should we store your goods for a period of 6 months or more, we reserve the right to resell your Goods.

5. Installation

5.1. Once we have accepted your Order for Goods within 14 days of the date of the acceptance, we may arrange an appointment for visit to the Property of the proposed Services so that we may satisfy ourselves of the technical viability of the Services.

5.2. We will require you to grant us unrestricted access to the Property at all reasonable times for the purposes of taking measurements and of carrying out the Services the subject of this Agreement.

5.3. We will provide the Installation in accordance with the specification set out in the accepted Quotation (as may be amended by agreement between you and us from time to time).

5.4. We will properly dispose of all waste that results from our provision of the Services, however it is your responsibility to ensure removal of any old goods in advance, should this not be the case, we may rearrange installation which shall incur additional fees.

5.5. We will ensure that the Installations are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

5.6. We are not liable to carry out any decorating work, but will ensure that no parts of the Property suffer damage as a result of our provision of the Services. This does not apply to damage caused to any existing decorations which is reasonably commensurate with the carrying out of works in the usual way. We will make good any other damage that occurs at no additional expense to you, as soon as is reasonably possible.

6. Loaned Goods

6.1. We may loan to you any Goods as per our Quotation, the Quotation shall state what goods are to be hired and for the period of hire.

6.2. If your Goods to be hired require installation, this must be completed by us upon delivery, we reserve the right to reject Orders for hire of Goods should we not be the agreed installers.

6.3. Upon acceptance of your Order we may also issue instructions for use or maintenance of the Goods, these must be complied with at all times during the hire period. If such instructions are not given, you must do all that is reasonably necessary to ensure that the Goods remain in the same condition as they were supplied to you, any loss or damage other than normal wear and tear shall be chargeable.

6.4. Any such Goods shall remain our property at all times, and we shall be entitled to retake, sell or otherwise deal with and/or dispose of all or any part of the goods at any time should we not receive payment on the due dates.

6.5. You are responsible for any such Goods and will make payment to us in respect of any loss or damage to it from the time it is delivered to, or collected by you, until such time as it is returned to us, notwithstanding the termination of the Contract for any reason.

6.6. Upon the completion of the hire period we shall arrange for collection of the Goods, these must be found in the same condition they were provided to you, otherwise any loss or damage shall become chargeable.

7. Fees and Payment

7.1. Our standard payment terms include all payments to be made when placing your Order, as detailed in your Quotation, we shall not commence manufacture or confirm your Order or delivery until we receive payment (in cleared funds). Installation charges will be invoiced upon completion and are payable within 7 days.

7.2. The Quoted Fee will include the price payable for the Installation and/or delivery, where applicable, and for the Goods. We will, where reasonably possible, use only the Materials, and quantities of

- them, as set out in the Quotation; however if additional Materials are required, we will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum.
- 7.3. If the price of the Goods increases, we will inform you of the increase and of any difference in the Final Fee.
- 7.4. The Quoted Fee and the Final Fee are exclusive of VAT. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.
- 7.5. If payment is not made on the due date in accordance with this clause 7, we shall have the right to require payment of interest on the outstanding amount at a rate of 8% above the Bank of England base rate, accruing on a daily basis from the due date until date of actual payment. We may also refuse to provide any further Services or provide any certification or warranty under the Agreement until such time as any outstanding payment has been paid and shall not be liable for any delays caused as a result.
- 8. Customer's Responsibilities:** You are responsible for:
- 8.1. ensuring that we can access the Property at the agreed times to provide the services;
- 8.2. ensuring that access is granted in the event of access being required to neighbouring land and we shall not be held liable for any delays arising out of the your inability to gain access; and
- 8.3. the cost of any additional work necessary to complete the works as a result of your failure, or the failure of any third party, in complying with our specifications.
- 9. Cancellation**
- 9.1. You may terminate the Agreement with immediate effect by giving us written notice if:
- 9.1.1. We have breached the Agreement in any material way and have failed to remedy that breach within 14 days of you asking us in writing to do so; or
- 9.1.2. We enter into liquidation or have an administrator or receiver appointed over our assets;
- 9.2. We may cancel your Order at any time before we despatch the Goods in the following circumstances:
- 9.2.1. If the Goods are no longer in stock and we are unable to restock (if, for example, the Goods are discontinued); or
- 9.2.2. If an event outside of our control continues for more than 60 days (please see clause 16 for events outside of our control).
- 9.3. If we cancel your Order under sub-clause 9.2 and you have already paid for the Goods under clause 7, the payment will be refunded to you within 14 days. If we cancel your Order, the cancellation will be confirmed by us in writing.
- 9.4. For the purposes of this Clause 9, a breach of the Agreement will be considered material if it is not minimal or trivial in its consequences to the terminating party, regardless of whether it was caused by any accident, mishap, mistake or misunderstanding.
- 9.5. If at the termination date we have provided Services that you have not yet paid for, the sums due will be invoiced you for those sums and you will be required to make payment in accordance with clause 7.
- 9.6. Termination will not remove or reduce any right to damages or other remedy which either you or we may have in respect of any breach of the Agreement which exist at or before the date of termination.
- 10. Delays and Abortive Visits:** Unless otherwise agreed in writing, our Quoted Fee is based on being able to complete our works at the agreed times and in one continuous visit. If access is not granted or we are prevented from continuous working through to completion, we reserve the right to recover any costs incurred, such as for storage of materials or non-productive visits to site.
- 11. Warranty**
- 11.1. Provided payment has been made in accordance with clause 7, and once the installation is complete, all Goods supplied by us shall be guaranteed to be free from defect for 5 years.
- 11.2. If any defects appear due to no fault of yours during this period, we will rectify any and all such defects at no cost to you. Any Materials or Goods supplied by us shall be subject to the extents and limits of the warranty provided to us by the manufacturer's guarantee or warranty.
- 11.3. This warranty is subject to:
- 11.3.1. payment having been received by us in full in accordance with clause 7.
- 11.3.2. the Customer providing written notice to us within 7 days of the Customer becoming aware of any such defect.
- 11.3.3. the Customer following all instructions issued by us upon completion of the works, including cleaning instructions.
- 11.4. The Company accepts no liability in respect of the following:
- 11.4.1. damage due to causes beyond our control including, but not limited to, accident, misuse, faults or premature deterioration which result from the Customer's failure to comply with our maintenance instructions;
- 11.4.2. damage due to incorrect or poorly installed Goods;
- 11.4.3. cosmetic damage or deterioration arising out of normal wear and tear.
- 11.5. Any warranty exists in addition to the Customer's consumer rights where applicable and nothing in these Terms and Conditions shall affect your statutory rights as a consumer.
- 12. Sub-Contracting and Assignment:** We shall be free to sub-contract any of our obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to you. You shall not be entitled to assign the benefits under this Contract without the prior written consent of the Company, which shall not be unreasonably withheld.
- 13. Third party rights:** The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 14. Complaints:** We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing. Unless you have reasonable justification in refusing entry, we will require you to grant us all reasonable access and facilities to remedy any complaint for which we may be liable.
- 15. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism or war, natural disaster, or any other event that is beyond our reasonable control.
- 16. Liability**
- 16.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 16.2. We will maintain suitable and valid insurance, including public liability insurance.
- 16.3. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 16.4. We are not responsible for any pre-existing faults or damage in or to your Property that we may discover while providing the Services.
- 16.5. We are not liable for any loss or damage you suffer which results from your failure to follow any reasonable instructions given by us.
- 16.6. Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.
- 17. How We Use Your Personal Information (Data Protection):** All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and the General Data Protection Regulations 2016 and your rights under that Act. We may use your personal information to provide the Services to you, process payments and inform you of new products and services available from us. You may request that we stop sending you this information at any time. We will not pass on your personal information to any other third parties without first obtaining your express permission.
- 18. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 19. Severance:** The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of these Terms and Conditions (and the Agreement, as appropriate). The remainder of these Terms and Conditions shall be valid and enforceable.
- 20. Law and Jurisdiction**
- 20.1. These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.
- 20.2. Any dispute, controversy, proceedings or claim between you and us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.