

These terms and conditions shall apply to the contract between Fitzgeralds Interiors ("the company") and the customer and no variation of these terms and conditions shall be effective unless agreed in writing and signed by a duly authorised representative of the company.

1. Definitions

In these terms and conditions, and in all contracts to which these terms and conditions apply,

- (a) 'the customer' shall mean yourselves;
- (b) 'the company' shall mean Fitzgeralds Interiors of 4 The Chimes, High Wycombe, Buckinghamshire, HP12 3HR;
- (c) 'the contract of sale' shall mean the contract between the company and the customer comprising the order, the floor plan(s), the specification and these terms and conditions;
- (d) 'the goods' shall mean the furniture, materials and/or products detailed in the specification;
- (e) 'the order' shall mean the order for goods and/or professional services placed by the customer and confirmed in writing and shall include the specification;
- (f) 'the specification' shall mean the written specification, as agreed between the company and the customer, for goods and/or professional services to be supplied by the company to the customer under the contract;
- (g) 'the wet fit installation' shall mean carpentry, flooring, plastering, decorating, tiling, electrics, gas, plumbing, etc as detailed in the specification or in a written agreement with the fitter;
- (h) 'the dry fit installation' shall mean carpentry only, as detailed in the specification, but not include removal of existing furniture, building, plastering, decorating, flooring, tiling, electrics or electrical connections, gas or gas connections, plumbing or plumbing connections.
- (i) 'recommended fitter' shall mean a person who is solely contracted by the customer to complete an installation and shall not form part of Fitzgeralds Interiors responsibilities or liabilities.

2. Agreement

We reserve the right to increase prices accordingly if:

- (a) no delivery date for the goods has been agreed, or the agreed delivery date is changed by the customer, and the cost of supplying goods and/or professional services detailed in the specification and confirmed order increases as a direct result of a manufacturer's price increase;
- (b) affected by unforeseen currency changes.

We will provide the customer(s) with evidence on request.

In consideration of the customer fulfilling its obligations under the contract, including without limitation its obligation to pay the agreed price to the company, the company shall supply the goods to the customer, subject to these terms and conditions.

3. Design & CAD Visuals

- (a) When measurements of the area are supplied by the customer or a representative of the customer, the company will produce a design and CAD visuals to the measurements provided. Should the measurements provided subsequently prove to be incorrect or inadequate, the company will not take responsibility for the accuracy of the design. All initial design work completed by the company will be based on an interpretation of the customer's requirements.
- (b) Only once the company has sent to site a representative to take detailed measurements, will the company accept responsibility for the accuracy of the design. During the site visit, should any area not be fully visible or accessible for accurate measurements to be taken, it is the customer's full responsibility to advise the company of all pertinent details, information and/or changes which may affect the design and specification. Such information is to be in writing and confirmed by the company as received. If, after the site visit, any of the room dimensions change, including floor-to-ceiling height, positioning of doors, windows, radiators, power-points, lights, switches, etc it is the customer's full responsibility to notify the company. Such information is to be in writing and confirmed by the company as received. Should any notified changes require any further design

time, fitting time and/or administration time, or an additional or separate delivery by the company, the company reserves the right to make additional appropriate charges to the customer, which will be added to the final invoice.

- (c) The company cannot be held responsible for specific design aspects that are important to a customer without the customer advising the company of them in writing. The company will provide comprehensive information during meetings and presentations of the design but it is the customer's full responsibility to actively seek clarification of any specific requirement(s) they have and cannot hold the company liable for any misinterpretation of these.
- (d) The CAD visuals and related floor plan(s) produced by the company are to be accepted as a representation only and may not be entirely accurate in detailing room or product sizing; such details as texture, wood grain, paint colour/finish, knobs/handles, cabinet door design, appliance fascia design, worktop colour/finish and/or joins and lighting. Any ornamental dressing of the room shown in the visuals is purely decorative unless otherwise stated. The company will not accept responsibility for any disparity between the CAD visuals and the actual items supplied. The customer is responsible for checking that all sizing is correct and structural aspects, such as supporting beams, steps, doors and windows, as well as items such as radiators, power sockets, TV/telephone sockets, alarm keypads and others have been taken into consideration and, so far as is possible, depicted within the CAD visuals.

4. Summary of Design Charges (payable in advance)

Initial consultation via telephone, Zoom, Teams or e-mail: complimentary / free of charge
 Site visit to take detailed measurements: £100+VAT chargeable at the company's discretion

Kitchen - first design via Zoom, Teams or home presentation: complimentary / free of charge

Kitchen - purchase of the design floorplan & CAD visuals: £495+VAT (per design version)

Kitchen - service plans: £295+VAT (per design version)

Utility/Boot Room - first design via Zoom, Teams or home presentation: complimentary / free of charge

Utility/Boot Room - purchase of the design floorplan & CAD visuals: £250+VAT (per design version)

Bedroom - first design via Zoom, Teams or home presentation: complimentary / free of charge

Bedroom - purchase of the design floorplan & CAD visuals: £250+VAT (per design version)

Home Office - first design via Zoom, Teams or home presentation: complimentary / free of charge

Home Office - purchase of the design floorplan & CAD visuals: £300+VAT (per design version)

Home Cinema/Lounge - first design via Zoom, Teams or home presentation: complimentary / free of charge

Home Cinema/Lounge - purchase of the design floorplan & CAD visuals: £195+VAT (per design version)

Our floorplans are not a substitute for detailed technical architectural drawings. Any technical architectural drawings that are required to guide the proper integration of different elements and specialities during a build to facilitate the execution by construction contractors will need to be supplied by the customer.

Fitzgeralds Interiors' hourly rate is £100+VAT

5. Terms of Payment – Debit Card, Credit Card, BACS Transfer

Bedroom, Home Office & Home Cinema/Lounge: a deposit of 25% of the total agreed price is payable by the customer at the time of confirming the order and entering into the contract of sale. The deposit payment may be made by debit card, credit card (the company is only able to accept Visa and Mastercard) or BACS. By placing the order, the customer accepts these terms and conditions associated with it. The remaining 75% of the total agreed price is payable 7 days before site delivery of the materials and products. The balancing payment is only accepted by BACS. For any furniture requiring templated doors, including angled doors, such doors will be delivered and fitted within 2-4 weeks after the main installation.

Failure to make the balancing payment 7 days before the site delivery of the materials and products will cause a delay to the site delivery and installation. The client agrees that the company is in no way responsible for such delays and accepts that the company will endeavour to deliver the materials and products and complete the installation as soon as possible after full payment has been received.

Kitchen & Utility/Boot Room: a deposit of 25% of the total agreed price is payable by the customer at the time of confirming the order and entering into the contract of sale. The deposit payment may be made by debit card, credit card (the company is only able to accept Visa and Mastercard) or BACS. By placing the order, the customer accepts these terms and conditions associated with it. The remaining 75% of the total agreed price is payable 7 days before site delivery of the materials and products. The balancing payment is only accepted by BACS. For any furniture requiring templated doors, including angled doors, such doors will be delivered and fitted within 2-4 weeks after the main installation.

When a 'design and supply only' order, with installation being undertaken by the customer, or a representative of the customer, either with or without any bespoke templated stone or otherwise worktops being supplied as part of the order, the final payment of 75% of the total agreed price is payable 7 days before site delivery of the materials and products. The final 75% payment is only accepted by BACS.

When a 'wet fit' or 'dry fit' installation is being undertaken by the company, and any bespoke templated stone or otherwise worktops are being supplied as part of the order, the remaining 75% of the total agreed price is payable 7 days before site delivery of the materials and products. The final 75% payment is only accepted by BACS.

Failure to make the balancing payment 7 days before the site delivery of the materials and products will cause a delay to the site delivery and installation. The client agrees that the company is in no way responsible for such delays and accepts that the company will endeavour to deliver the materials and products and complete the installation as soon as possible after payment has been received.

Customers should note:

- (a) the price quoted on the specification is valid for 7 days (unless otherwise stated), thereafter it may be subject to a price review at the discretion of the company;
- (b) debit and credit card (Visa and Mastercard only) payments will not incur any charge;
- (c) BACS payments will be made to Lloyds Bank account name 'Fitzgeralds Interiors', account number 00138308, sort-code 30-94-28;
- (d) the company reserves the right to pass on any bank charges by Lloyds Bank to convert any payments made in any currency other than British pounds sterling;
- (e) the company does all it reasonably can to ensure the price quoted at the time of the contract is correct. However, if the goods and/or the installation of the goods have for any reason been under-priced, then either party can elect to re-negotiate the price upon the company notifying the customer of the discrepancy. If a new price cannot be agreed upon, then either party is entitled to terminate the contract, whereupon any deposit will be repaid in full. In these circumstances, the company will not make any payment to the customer for any loss the customer may suffer as a result; and
- (f) the company is not liable for any products supplied if the manufacturer and/or supplier cease trading at any stage during the transaction / contract of sale.

6. Delivery, Installation and Completion

- (a) it is essential when placing the order, that the customer notifies the company of any possible restrictions to full unhindered access to the property and/or appropriate room for delivery and installation. In particular, the customer should consider site access for both the delivery vehicle and the fitter's vehicle, as well as access to deliver the goods into the property via lifts, staircases and hallways. On the day of delivery, the customer must ensure appropriate access to the room is clear and free of any obstruction for the delivery of goods;

- (b) the customer must ensure appropriate site parking is available for use by the fitter on each day of the installation. Should the fitter incur any parking charges to park outside the customer's property, the customer agrees to recompense the fitter for any parking expense incurred whilst working/ installing for the customer;
- (c) the customer must ensure that the site is safe for delivery and installation personnel concerning Health & Safety regulations. Any delays to delivery and/or installation caused by the site being unsafe, that incur extra costs, such extra costs will be chargeable to the customer;
- (d) the customer must ensure all electrical and/or plumbing work required has been completed before the installation. Any delays to delivery and/or installation caused by the site not being ready, that incur extra costs, such extra costs will be chargeable to the customer;
- (e) the company shall ensure it organises the completion of the installation of the goods within a reasonable time. It is an expressed condition, however, that time shall not be of the essence concerning the completion of the installation of the goods by the fitter/contractor(s);
- (f) the customer, or a representative of the customer, must allow the delivery access, have cleared sufficient space for the delivery and sign for the goods received;
- (g) the customer agrees that there will be an available supply of water, gas and electricity on the premises to carry out the installation and that such services will be supplied at no cost to the company or fitter/contractor(s);
- (h) the customer agrees that the installation will require cutting inside the room/area where the furniture is being installed
 - (i) any building or preparatory work in the installation area must be completed before our fitter arrives
 - (ii) that there are no other trades working within the same area as the installer;
 - (iii) any such trades must allow the fitter access and ample space to complete the installation;
- (i) the customer will agree to a date upon which the customer will give free access to the company fitter/contractor(s) to carry out the installation of the goods and shall ensure that any such necessary re-routing of electrical and plumbing works or general building works unless specified by the contract, are carried out at the customer's own cost and in good time, so that the company may arrange installation of the goods at the agreed time on the agreed date;
- (j) the customer agrees that the goods may be delivered up to 14 working days before the commencement of the installation;
- (k) if the customer requires delayed delivery of the goods which have been manufactured or are in the process of manufacture, then the customer will be notified in writing that the goods have been manufactured, or are in the process of manufacture, and the full balance of the total agreed price shall fall due for payment no later than 14 days after the original pre-agreed delivery date, regardless of whether site delivery of the goods has taken place. The company reserves the right to re-organise both the delivery and installation within 8 weeks of the customer notifying the company in writing of their desire to proceed, such notification to be acknowledged as received;
- (l) if the customer requires to delay delivery of the goods, all costs incurred for off-site storage of the goods will be payable by the customer;
- (m) if the customer requires to delay the installation with less than 10 days' notice, the agreed installation fee will still be payable to the fitter with additional fitting costs payable by the customer when the revised installation dates are agreed;
- (n) should the customer require the fitter to change the design installation from that agreed with the original plan, the customer agrees to recompense the fitter for any additional/extra fitting time or material expense required;
- (o) should the customer agree with the fitter extra work, separate from the installation of the original plan, the customer agrees to recompense the fitter for such additional/extra fitting time or material expense required;
- (p) the customer shall not be entitled to withhold any payment because of any alleged minor defects. The company will investigate any alleged defect after payment in full of the balance payable;
- (q) any material defects must be notified immediately, and no later than 7 days after installation, in writing to the company at 4 The Chimes, High Wycombe, Buckinghamshire, HP12 3HR or e-mail to sales@fitzgeraldsinteriors.co.uk, and acknowledged as received, to be dealt with as a guarantee/warranty claim;
- (r) the company will do all that it reasonably can to meet the date given for delivery and/or installation. However, in the case of unforeseen circumstances, the company may not be able

to do so and cannot therefore guarantee delivery or installation dates. If the company cannot deliver or organise installation on time, this is not deemed to be a breach of contract. The company will contact the customer and agree on alternative dates. In such circumstances, the company will not make any payment or refund to the customer for loss, whether direct or consequential;

- (s) the customer agrees that, if the company's terms of contract state a 'dry fit' installation, they accept that there will be no work/connections on utilities, ie plumbing, gas, electrics, including electrical connections of supplied appliances, plumbing of sink, waste connections and taps, and gas connections to hobs or ovens. If the company undertakes any such work during installation stated as a 'dry fit' installation, then any/all relevant charges will be payable by the customer in advance of the work being completed;
- (t) the customer agrees that, if the company's terms of contract state a 'dry fit' installation, or if a recommend fitter has been assigned to the project, they accept that any works being carried out by this or another contractor, ie other than those contractors paid for by the company, the company will not accept responsibility for any errors or mistakes made by such contractors;
- (u) the customer agrees that, if the company's terms of contract state a 'dry fit' installation, or if a recommend fitter has been assigned to the project, they accept that any works being carried out by another contractor, ie other than those contractors supplied and paid for by the company, causes any delay such to adversely affect the company's ability to complete the work within the contract price, the company will be able to apply any relevant additional charges to compensate;
- (v) the customer agrees that, if the company's terms of contract state a 'wet fit' installation, they accept that there will be building, plastering, tiling, decoration, gas, electrics, plumbing, etc works, as appropriate, including the connection of any appliances supplied, included in the installation costs agreed. Where the company undertakes any such work while carrying out an installation, all work will be undertaken according to any current regulations;
- (w) the customer agrees that where there is existing carpet installed, they will arrange to remove the carpet in advance of installation (including underlay and any thresholds/gripper rods), so that the furniture can be installed onto the solid floor beneath, and that they are responsible for any carpet re-fitting expense. If, by the choice of the customer, the furniture is to be installed on top of the existing carpet, the company or 'recommended fitter' cannot be held responsible for any damage to the carpet or future issues arising from settlement or likely movement due to the furniture sinking into the carpet / underlay;
- (x) the customer agrees that where there is a laminate or solid wood floor installed, they will arrange to fully protect the floor before the delivery and installation of goods. A laminate floor is sometimes referred to as a 'floating' floor, meaning that the floor can move because of applied weight or temperature changes. During the installation of a laminate floor, specific tolerances which allow for such movement must be adhered to, or the flooring could distort at the edges. Solid wood flooring is a product of nature and will also react to temperature changes. When fitted furniture is installed onto solid wood flooring, there is very likely to be some movement of both the flooring and the fitted furniture. As no floor or ceiling is perfectly level/flat, and fitted furniture is not designed to form an airtight seal at the point of contact with the floor or ceiling, it is inevitable that 'gaps' will be evident, these can be up to 5-6mm. If we are requested to install fitted furniture onto a laminate and/or solid wood floor, the following conditions will apply:
 - (i) floor distortions occurring after installation will not form part of the guarantee conditions;
 - (ii) although our fitter will attempt to 'scribe' the bottom and top of any fitted furniture as close as is reasonably practical to the floor or ceiling surface, it is understood and accepted that any 'gaps' appearing at the point of contact between the fitted furniture and the floor or ceiling will be deemed as a normal result of standard fitting practices and the nature of a moving floor;
- (y) the customer agrees that the furniture finish may not be perfect and that micro surface scratches, or blemishes, especially on light or dark colours can be present when viewed up-close and within 3ft; and
- (z) the customer agrees that if there are any changes to the initial agreed design which directly affect the installation time frame or products being supplied, all/any extra costs will be charged to the customer and full payment is immediately due before installation commences.

7. Products Supplied

Only such items included in the specification will be supplied. Customers should not assume such items as cable management, handles, accessories, shelves, wireworks, lighting, etc will be supplied unless they are specifically detailed as included on the order specification.

8. Trade Waste

Unless agreed in advance with the company, the customer agrees that they will be responsible for the disposal of any protective packaging (plastic, cardboard, polystyrene, tape, bubble-wrap, etc) from the materials/goods/products supplied and/or material waste/off-cuts, sawdust, etc, resulting from an installation. By prior agreement and arrangement only, and at the expense of the customer, the company will organise for an authorised waste carrier to remove and responsibly dispose of the waste.

9. Cancellation

The customer may cancel the order at any time after it is placed. However, in such an event:

- (a) the company reserves the right to charge an administration fee of £500+VAT and professional design fees of £395+VAT for each kitchen design version, and/or £195+VAT for each bedroom/home office/utility room/boot room/home cinema/lounge design version produced throughout the project, including the initial designs before the contract of sale, if cancellation is made before it placing the order for furniture/goods with the manufacturer;
- (b) the company reserves the right to charge an administration fee of £1,000+VAT and professional design fees of £395+VAT for each kitchen design version produced, and/or £195+VAT for each bedroom/home office/utility room/boot room/home cinema/lounge design version produced throughout the project, including the initial designs before the contract of sale, if cancellation is made after it placing the order for furniture/goods with the manufacturer, as well as further administration fees of £100+VAT per hour to instruct the cancellation of placed orders with the manufacturers;
- (c) the customer shall indemnify the company for any professional time at a charge of £100+VAT per hour, all costs and losses incurred by the company as a consequence of such termination, including (without prejudice to the generality of the foregoing) in respect of any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss, even if that loss or damage was reasonably foreseeable or the company was aware of the possibility of that loss or damage arising;
- (d) the company may offset any such costs and losses against any deposits paid by the customer; and
- (e) requests to discuss cancellation of the contract must be made, in the first instance, to the company designer and confirmed in writing, such notification to be acknowledged as received.

10. Title to the Goods

Unless otherwise agreed in writing, all materials delivered to the customer's property in connection with the order shall be at the customer's risk upon delivery. The customer, or an agreed representative of the customer, must be present to take the delivery and sign for it. Ownership and legal title of such materials and goods shall not pass to the customer until the full balance of the agreed contract price has been paid.

11. Damage to Goods or Property

The company will ensure that all necessary action is taken to avoid damage to the goods when delivering and installing. The company does not accept any responsibility for damages during delivery or installation to the customer's flooring or walls. Appropriate protection must be supplied and installed by the customer before delivery of the goods and the commencement of the installation. The company does not accept any responsibility for damages during delivery other than damage due to its negligence when the liability is limited only to the repair of that damage with no element of betterment. The company shall not be responsible for any damage to the goods following delivery but before installation.

12. Property

- (i) it is assumed that the customer's property is of an adequate construction to accommodate the fitting of the furniture and that there are no building defects, such as unstable walls or floors, dry rot, wet rot, rising damp, condensation, etc plastering is completed and fully dry prior to the installation of fitted furniture with all types of decoration completed after installation unless inside a front frame product where it is on show;
- (ii) the company accepts no liability for any problems not disclosed to it in writing prior to the order and acknowledged as received. If at any time the installation is, for a structural or technical difficulty, impractical, the company may terminate the contract. If the company terminates the contract under these conditions, then any deposit paid less expenses will be refunded. However, the company will not make to the customer any payment for any loss the customer may suffer as a result.

13. Building Regulations

The customer shall be responsible for ensuring that any existing plumbing, electrical and/or gas services comply with all the current regulations and that any necessary building and fire regulation consents are obtained. If work is needed to adjust these services, in order to comply with the current regulations, all costs are the responsibility of the customer.

14. Order Alterations

- (a) the customer agrees that the company has the right at any stage of the contract to make any amendments where it deems them a necessity or improvement to the design layout or construction integrity;
- (b) the company reserves the right to charge the customer for any late alterations to orders advised after the site survey has been completed; the client will be liable for any/all extra costs incurred or delays as a result and the company will not accept any claims for such delays;
- (c) all face-to-face or telephone conversations in connection with the order must be reconfirmed in writing and acknowledged as received (within 1 day of the telephone call or conversation);
- (d) all e-mail communications in connection with the order must be confirmed as received by both parties;
- (e) the customer agrees to thoroughly check the order specification, floorplan(s) and any CAD visuals supplied and confirm in writing any changes required; the changes are to be acknowledged in writing as received and agreed by the company;
- (f) all amendments that require revised CAD visuals and/or design floorplan(s) to be completed will incur extra design costs at £100+VAT per hour or part thereof; and
- (g) all amendments that require further liaising with third parties will incur extra administration charges at £100+VAT per hour or part thereof.

15. Guarantees

Parts and materials supplied, excluding wear, tear and damage, are only covered by the manufacturer's statutory 1-year guarantee unless otherwise stated in the manufacturer's guarantee. The customer is to personally register for the manufacturer's warranty if a condition of the guarantee/warranty cover requires this or there is a facility to do so. The manufacturer's conditions are to be adhered to in full. Any replacement parts and materials to be supplied are in conjunction with any guarantee/warranty but any fabrication/fitting/installation is to be at the client's expense. Any guarantees will only apply if:

- (a) the customer does not owe the company money under the contract;
- (b) the manufacturer or supplier of the goods/products is still trading at the time of complaint;
- (c) the customer has properly cared for and used the goods in accordance with any instructions provided by the company or the manufacturer/supplier;
- (d) the defect must be confirmed in writing within a reasonable time of the defect appearing and within the guarantee period, such notification to be acknowledged as received;
- (e) the customer does not either remove or move the goods without prior written consent; and

- (f) the customer does not sell or pass the goods on to a third party - guarantees are non-transferable.

16. Value Added Tax ("VAT")

VAT will be charged at the prevailing rate.

17. Limitation of Liability/Force Majeure

- (a) the company's total liability under the contract shall not in any circumstances exceed the total agreed price;
- (b) the company shall have no liability under, or be deemed to be in breach of, the contract for any delay or failure in performance which results from circumstances beyond its reasonable control; and
- (c) nothing in the contract shall exclude or limit liability for physical injury to, or the death of any person, which is a direct result of the company's negligence or wilful default or for any matter which cannot be excluded by law.

18. Other Provisions

- (a) any notices served under the contract must be in writing and sent or delivered to the respective address of the party concerned. A notice will be served at the time of the personal delivery or 48 hours after it has been placed in the post;
- (b) the contract is personal to the customer and cannot be assigned without prior written consent of the company;
- (c) no failure or delay by the company to exercise any right or remedy provided under this contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy;
- (d) if any provision of the contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the contract, and the validity and enforceability of the other provisions of the contract shall not be affected;
- (e) a person who is not a party to the contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999;
- (f) the contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to the subject matter;
- (g) each party acknowledges that, in entering into the contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the contract. Nothing in this clause shall limit or exclude any liability for fraud;
- (h) no variation of this contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives); and
- (i) the contract and any dispute or claim arising out of, or in accordance with it or its subject matter, shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the contract or its subject matter.