

Agreement – supply of goods and services to consumer

Choice Bespoke Limited trading as Choice Interiors and trading from 587 Warwick Road, Tyseley, Birmingham, B11 2EX provides its **services** and purchases **goods** for its customers on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

we, us or our	is a reference to Choice Bespoke Limited trading as Choice Interiors company number 13227834, whose registered office is at Lifford Hall, Lifford Lane, Kings Norton, Birmingham, West Midlands, B30 3JN;
you or your	is a reference to the person to whom we are providing our Services or supplying Goods and who is required to pay for the Services we provide and the Goods we supply;
Goods	means the goods we shall buy for you and which you will pay for;
Intellectual Property Rights	all intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Materials	means any materials, goods , parts or items we need to buy necessarily in order to perform the Services but does not include the Goods we will be purchasing for you;
Order Confirmation	the confirmation issued by us;
Order Form	the confirmation that we issue to you confirming the Goods and Services that we have agreed to provide to you as part of the project;
Order Value	means the total value of the Goods and Services to be provided by us to you as set out in the Order Form;
Premises	means the place where we will provide the Services and where we supply the Goods as set out and detailed in the Order Form;

Project Drawings	means any drawings, plans, images, pictures (or similar) on whatever medium we produce for you in connection with the proposed supply of Goods and Services to you by us;
Project Sign off Confirmation	means the proforma document produced by us and signed off by you confirming that you are happy with the Goods and Services that we have supplied as set out on the Order Form;
Services	means the services we will be providing to you will be stated in the Order Form and any variations as we agree from time to time.

2. Entering into a legally binding contract

2.1. A contract between you and us will come into being:

2.1.1. when you sign the Order form and return this to us and we issue and send to you the Order Confirmation. We and you will enter into a legally binding contract on the date we send to you the Order Confirmation to you.

2.2. If you have any questions concerning these terms and conditions or the Order Form then please ask us.

2.3. You should keep a copy of these terms and conditions and the Order Form for your records.

3. Providing the Services

3.1. Once we and you have entered into a legally binding contract we will normally start providing the **Services** to you at the Premises on a date agreed between us

3.2. Our aim is to always provide you with the **Services**:

3.2.1. using reasonable care and skill; and

3.2.2. in compliance with commonly accepted practices and standards.

4. Goods

4.1. You and we shall agree the **Goods** that you wish us to purchase (except where you have allowed us the choice to decide on what **Goods** to purchase for you) and these will be detailed and set out in the Order Form.

4.2. Once it has been decided what **Goods** will be purchased for you or supplied to you, it will not be possible for you to cancel or change what is purchased or supplied (except as you are permitted to do so under law).

4.3. Once the **Goods** are delivered to you at the Premises it will be your responsibility to look after the **Goods** (and no longer our responsibility to look after the **Goods**). If you delay delivery after we and you agree a date for delivery, then we will not be responsible for the **Goods** after the agreed date of delivery whether or not the **Goods** have been delivered (unless any damage which the **Goods** suffer is due to our negligence).

4.4. Where any **Services** need to be performed in relation to the **Goods** (such as installing the **Goods**, fitting the **Goods** or making them ready to be used) we assume that:

4.4.1. any supplies of such things as electricity, water, telephone and internet connection are available; and

4.4.2. existing systems, **goods**, wiring, pipes, electricity, gas, walls etc to which the **Goods** are to be connected, installed in or with, added etc are in **good** working order and suitable for the installation, fitting or configuring of the **Goods**; and

4.4.3. if the **Goods** are to be connected to other **goods** or systems then such connection is suitable and permitted (either by the manufacturer or maker or by law).

4.5. Unless agreed otherwise, we will arrange for the **Goods** to be delivered to the Premises.

4.6. The **Goods** will be in accordance with statutory requirements, be of satisfactory quality, meet any description concerning them and be fit for normal purposes. If there are particular purposes for which the **Goods** will be used then we need to be made aware of these before the **Goods** are ordered. Please note that we will pass to you the benefit of any manufacturers guarantees that we have the benefit of.

4.7. We will pass on to you the benefit of any manufactures guarantees in respect of Goods that we have supplied.

5. Days and times when we normally provide the Services

5.1. Unless we agree otherwise we will provide the **Services** on normal working days and start work no earlier than 8am and finish work no later than 5pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.

6. Materials

We will endeavour to have all of the Materials at the time we perform the **Services**. There may however be occasions that we may not have all the Materials we need to perform the **Services**. This may be for a number of reasons such as:

6.1. we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the **Services**; or

6.2. where we have provided an estimate, the need for particular Materials may not be reasonably possible to establish at the time we provide the estimate. The need for the particular Materials may only be revealed when we start performing the **Services**; or

6.3. whether or not we have provided an estimate, the condition of an item which is the subject of the **Services** may only become apparent when we start performing the **Services** and it was not reasonably possible to establish it until that point; or

6.4. in such cases we may need to purchase Materials. If the Materials are available from a local supplier then we normally wish to travel to the supplier and purchase the Materials and return to continue performing the **Services**. We reserve the right to charge for the travel time at our normal charging rate. If the Materials are not available from a local supplier we would normally order the Materials and return to continue to perform the **Services**. We will not charge you for any time spent in obtaining Materials if we have bought or ordered the wrong Materials.

7. Timing

7.1. Our responsibility to perform the Services and deliver the Goods by particular dates

We aim to carry out the **Services** and the delivery of the **Goods** by the dates and times we either agree with you or notify to you or as set out in the Order Form.

But we cannot guarantee or provide a firm commitment that:

7.1.1. we will start performing the **Services** by a specified date or time; or

7.1.2. we will complete the performance of all the **Services** by any specified date or time; or

7.1.3. the performance of any individual part of the **Services** will be completed by a specified date or time; or

7.1.4. the **Goods** will be delivered at the times or dates specified.

7.2. What can happen if we cannot start performing the Services or complete performing the Services

7.2.1. If we do not start or complete performing the **Services** within a reasonable period from the date(s) we have agreed or notified then you may choose either to continue to wait until we can start performing the **Services**.

7.2.2. Where we have started performing the **Services** and you decide you wish to cancel the contract you will only have to pay for any **Services** we have performed up to the date of cancellation and for any **Goods** and/or Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of **Services** we have performed or **Goods** and/or Materials we have purchased, we will return the difference to you within 7 days of cancellation.

7.2.3. What is a reasonable period of time depends on the type of **Services** we will be performing and the length of time they will take to perform. For example, if you and we believe that the **Services** will take only a few hours to perform, then if we fail to start performing

the **Services** (eg within half a day) then you may have the right to cancel. But if the **Services** are due to take several weeks to perform, then if we fail to start to perform the **Services** after a couple of weeks when we are due to or we do not perform the **Services** during a couple of weeks when we were due to, then in such circumstances you may be entitled to cancel the contract.

7.3. Situations or events outside our reasonable control

7.3.1. In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in clause 7.3.2). Where one of these occurs we will normally attempt to recommence performing the **Services** as soon as the situation which has stopped us performing the **Services** has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the **Services**.

7.3.2. The following are examples of events or situations which are not within our reasonable control:

- (a)** where weather conditions make it impossible or unsafe for us to perform any of the **Services**;
- (b)** if the Materials or **Goods** are not delivered on the date or at the time agreed with the supplier of the Materials and/or **Goods** (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
- (c)** where you make a change in the **Services** you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials and/or **Goods**);
- (d)** where we have to wait for other providers of **services** (who have been engaged by you) to complete their work before we are

able to perform the **Services** (or the relevant part of the **Services** dependant on the other provider);

(e) where we are unable to gain access to the Premises to carry out the **Services** at the times and dates we have agreed with you;

(f) where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the **Services**;

(g) for some other unforeseen or unavoidable event or situation which is beyond our control.

7.3.3. If the delay in us recommencing performing the **Services** will be excessive then we will offer you the option of either:

(a) continuing to wait until we are able to recommence performing the **Services**. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the **Services**; or

(b) allowing you to cancel the contract. If you choose this option then you will only have to pay for any **Services** we have performed up to the date of cancellation and for any **Materials** and/or **Goods** which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of **Services** we have performed or **Materials** and/or **Goods** we have purchased, we will return the difference to you within 7 days of cancellation.

8. Price, estimates and payment

8.1. Our charges

Our charges will be set out in the Order Form ("**Charges**").

8.1.1. Our Charges may change for a number of reasons, for example:-

(a) what you require us to do changes, or the amount of work or **Services** you require us to provide increases or is different to what we and you agreed before we started performing the **Services** and as stated in the Order Form; or

(b) when we start performing the **Services**, it becomes apparent that the quantity of **Services** we will need to perform or the type of work that is involved is different to what we agreed before we started performing the **Services** and we could not reasonably foresee this before we started performing the **Services**.

8.1.2. Where the amount of work involved is greater than that stated in the Order Form (as set out in clause 8.1.1) then the following will happen:

(a) we will not continue performing the **Services** and we will seek your approval to the extra amount that you will need to pay, unless:

(i) it is not possible to contact you within a reasonable time; or

(ii) it is not safe not to carry out and finish performing the **Services** (for example, your **goods** or premises may be left in a dangerous condition or unprotected from theft if the **Services** are not completed).

8.2. Payment for the purchase of the Goods and supply of Services

8.2.1. If we have provided Project Drawings to you, then the sum of £500 will be payable before we send the drawing to you. If you proceed to place an order with us then this sum will be deducted from the Order Value.

8.2.2. You will be required to make a payment equal to 20% of the Order Value within 7 days of the Order Confirmation being issued to you by us;

8.2.3. 75% of the Order Value will be payable prior to delivery of any Goods or Materials to the Premises;

8.2.4. Subject to clause 8.2.5 the remaining 5% plus of the Order Value will be payable within 7 days of you returning the Project Sign off Confirmation. This does not preclude any potential future remedial work.

8.2.5. If we do not receive the Project Sign Off Confirmation as referred to in clause 8.2.4 the remaining sum of 10% of the Order Value will become due and payable to us within 28 days of when we reasonably believe the supply of Goods and Services to has been completed and in such circumstances we will notify you of that date.

8.3. VAT

Unless otherwise stated all amounts stated (whether orally or in writing) are inclusive of VAT, which will be added and chargeable at the rate currently in force. We are registered for VAT.

8.4. If you do not pay when required to

If you fail to make payment by the date or time we and you agree we may:

8.4.1. charge you interest (at Lloyds Bank base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date as set out in this clause 8.

8.4.2. In addition to clause 8.4.1 above we also reserve the right that if amounts due to us from you remain unpaid that we shall cease to start providing the Services (or suspend the continuance of Services where we have already started) and/or suspend the delivery of any Goods until such payment is made.

8.5. Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the **Services**. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

8.6. Retention of Title and IPR

8.6.1. Legal title and ownership of all Goods supplied shall belong to us until payment in full in cleared funds has been received by us for all sums due to us from you.

8.6.2. All and any intellectual Property Rights in the Project Drawings shall belong to us. We hereby grant to you a non-exclusive licence of such Intellectual Property Rights for the purpose of your dealings with us and no other purpose.

8.7. Things you will need to do

If we are performing the **Services** at the Premises then you should:

8.7.1. make the areas where the **Services** are to be performed ready;

8.7.2. remove any items etc which will stop or hinder in the performance of the **Services**;

8.7.3. protect your items or possessions from the effects of us performing the **Services**; and

8.7.4. allow us to gain access to the Premises at the dates and times we and you have agreed we will perform the **Services** and/or when the **Goods** will be delivered.

8.8. You will obtain all necessary consents, permissions and approvals before we start performing the **Services**.

8.9. You will make available domestic facilities at the Premises as we reasonably require.

9. Some restrictions and assumptions

9.1. We will assume that all information, measurements and facts (**Measurements**) that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our **Services** in reliance on these. We will be responsible for any Measurements we make or provide.

10. Exclusion and limitation of liability

10.1. We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

10.2. We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising from a breach of this contract.

11. Communicating with us

11.1. You can always telephone (our contact numbers are 0121 707 2077).

11.2. However, for important matters we suggest that you use writing and send any communications by email to info@choiceinteriorsltd.co.uk.

12. Cancellation by you and your legal right to change your mind

12.1. If you have returned the Order Confirmation to us (either online or in the post) the law provides you with the right to change your mind in certain circumstances and cancel the order. In such circumstances you may have 14 days after the date we confirm your order to change your mind about a purchase, but:

12.1.1. You lose the right to cancel any service, when it's been completed (and you must pay for any services provided up the time you cancel).

12.1.2. If you change your mind contact our Customer Service Team on 0121 707 2077.

12.2. Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.

12.3. If we agree to cancel then you will be responsible for the cost of:

12.3.1. any of our time in performing the **Services** up to the date we stop providing the **Services**;

12.3.2. any of the **Goods** you have not already paid for (or any part of the price of the **Goods** you have not paid for);

12.3.3. any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the **Services**) will be delivered to you.

12.4. In the circumstances stated in clause 12.3 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.

12.5. If you:

12.5.1. purport to cancel the contract; or

12.5.2. give notice purporting to cancel; or

12.5.3. otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,

we do not have to accept your cancellation except as provided in clause 12.1 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

13. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

13.1. we need to do so in order to comply with changes in the law or for regulatory reasons; or

13.2. we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30days' prior notice (unless the contract is terminated before that period).

14. Contacting each other

If you wish to send us any notice or letter then it needs to be sent to our trading address at Choice Bespoke Limited trading as Choice Interiors 587 Warwick Road, Tyseley, Birmingham, B11 2EX or by email to info@choiceinteriorsltd.co.uk and should be marked for the attention of Iain Parker. If we wish to send you a letter or notice we will use the address that is set out in the Order Form.

15. [Contracts \(Rights of Third Parties\) Act 1999](#)

For the purposes of the [Contracts \(Rights of Third Parties\) Act 1999](#) this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.