

The Acorn Group (“The Firm”)

Terms & Conditions of Business

1 Definitions & Interpretation

1.1 In these Terms & Conditions:

“Client” means the individual, firm, or company who is identified as the Client in any correspondence and who places the order.

“Contract” means the arrangement to supply any of the Services of The Firm to the Client.

“Quotation” means the written confirmation of the price to be paid by the Client for the Services.

“Services” means the supply of Products and/or Goods together with any labour provision described in any Quotation or Invoice.

“Site” means the place or places identified in any Quotation where the Services are to be provided.

“Invoice” means the demand for payment given to the Client on completion of the Services.

1.2 These Terms and Conditions of Business are the only terms on which The Firm contracts with its Clients and any other terms put forward by the Client are hereby excluded.

2 Provision of Services

The Firm will provide the Services or Products as detailed in the Quotation.

3 Duration

The initial period of the Contract is to supply the Services as detailed in any Quotation on a single occasion. However, The Firm recognises that it may be asked to undertake further Contract or Contracts on future occasions at any location within its operational area. On such occasions, the same Term and Conditions together any additional Terms of Business shall apply.

4 Fees and Payment

4.1 The Firm will submit Invoices on completion of the Service. In the case of any one-off Contract or series of one-off Contracts, payment is due from the Client immediately on receipt of the Invoice or as previously agreed with The Firm.

4.2 Payments can be made either in cash, business cheque (endorsed in favour of The Firm), by credit/debit card or through the BACS or CHAPS payment systems.

4.3 Any query concerning an Invoice must be raised within 3 days of the date of issue to which The Firm will respond promptly. The Client is not entitled to withhold any payment without The Firm’s prior written consent.

4.4 If any payment is not made on the due date, The Firm is entitled to claim interest at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, but this entitlement does not affect the other rights of The Firm under the Contract.

4.5 The title of any Services supplied in connection with any Contract shall remain with The Firm until fully paid for.

4.6 All charges are quoted exclusive of VAT for which The Firm is not registered.

4.7 Dependant on the Contract value, a deposit of 50% (fifty per cent) may be payable at the time of your order for the Services. If this is required, this will be stated on the Quotation.

5 Firm's Obligations

5.1 The Firm will (as far as practicable) ensure that all its staff are known to it and/or references have been obtained. The objective of

The Firm is to ensure that its personnel are reliable, discreet and honest. The names of personnel working at the Site will be provided to the Client on request.

5.2 The Firm will not knowingly engage any personnel under the age of 18.

5.3 The Firm may supply its personnel with an identification badge. But will, in any event, issue appropriate personal protective equipment where this is necessary.

5.4 The Firm will take proper steps to ensure that its personnel working on the Site comply with the Client’s security procedures.

6 Client’s Obligations

6.1 The Client will grant access for The Firm’s personnel during the agreed working hours and will take reasonable steps to ensure that The Firm’s personnel are not obstructed in their duties by any of the Client’s personnel or other visitors to the Site.

6.2 When this is required, the Client will explain all alarm and security measures to The Firm’s representatives at the start of the Contract and will notify any changes before they are put into effect. Any call-out charges or other costs arising due to activation of alarms will be to the Client’s account even if such activated is by The Firm’s personnel.

6.3 If it is required, the Client will provide adequate and secure space at the Site for the storage of The Firm’s equipment and materials in order that he Service/s can be undertaken.

6.4 The Client will ensure that the Site is and will during the Contract be adequately lit and remain safe for work and that it will comply with all statutory requirements for the health and safety at work of The Firm’s personnel. The

Firm may withdraw its personnel from the Site if The Firm reasonably considers that they may be exposed to undue risk or danger.

7 Loss of Property

The Firm will have no liability to the Client for any loss of or damage to property of the Client except to the extent that the loss or damage is (a) caused by the proven negligence or default of The Firm's personnel and (b) is covered by the public liability insurance maintained by The Firm.

8 Client complaints

8.1 Any complaint about the performance of the Contract must be made in writing to The Firm within 24 hours the occurrence and The Firm will take all necessary action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.

8.2 In the absence of complaint it will be assumed that the Client is satisfied with The Firm's performance of the Contract.

9 Suspension of Services

Failure by the Client to pay any invoice in full within the normal trading terms of The Firm, or to comply with any of its other obligations under the Contract, The Firm will be entitled to suspend or terminate this or further Services under the Contract until any outstanding invoices have been paid in full and the Client has complied with its other obligations.

10 Termination

10.1 Either party may terminate the Contract by written notice if the other:

(a) becomes insolvent, or has a liquidator, receiver or administrator appointed, or

(b) commits a breach of the Contract and, in the case of a breach that can be remedied, fails to remedy

it within 21 days after written notice requiring it to be remedied.

10.2 If the Client terminates the Contract without notice or is in breach of Clause 17.2 herein, the Client agrees to compensate The Firm all monies due under this contract. Further, the Client agrees to reimburse The Firm in full for the cost of any materials that have been specially obtained in order to fulfil the Contract.

11 Force Majeure

The Firm will not be liable for any failure in the performance of any of its obligations under the Contract caused by factors outside its control. Any such event will be notified as soon as possible, and The Firm will take all reasonable steps to overcome the problem and resume its obligations.

12 Confidentiality

All information acquired by The Firm relating to the Client's business will be treated by The Firm as confidential and The Firm will not make any use or disclosure of it. The Firm will (if requested by the Client) require its personnel to enter into written confidentiality undertakings. The Client will also keep confidential all information it obtains concerning The Firm's business. The confidentiality obligations will survive termination of the Contract.

13 Liability

The Firm will have no liability to the Client (in contract or in tort) for any loss of income, loss of profit or any other indirect or consequential loss. The Firm's liability for any breach of contract or negligence in any month will be limited to the charges payable during that month. However, liability for death or injury caused by the negligence of The Firm is not limited.

14 Law & Disputes

14.1 If a dispute occurs the parties will endeavour to resolve it amicably by

direct negotiation between their respective chief executives or other senior managers.

14.2 Either party may require that any dispute that is not resolved by negotiation may be referred to mediation on the application of either party. In that case, unless otherwise agreed, the mediation will be conducted in accordance with the CEDR (Centre for Effective Dispute Resolution) Rules then in force.

14.3 Any dispute that is not resolved by such negotiation or mediation will be finally settled by the English courts.

14.4 English law governs the Contract.

15 General

15.1 **Entire Agreement.** This Contract together with the additional Terms of Business shown on any Quotation constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous communications, representations and other arrangements, whether oral or written. The Firm acknowledges that no reliance is placed on any representation made by the Client but not embodied in this Contract.

15.2 **Waiver.** No delay or failure by either party to exercise any of its rights under this Contract will operate as a waiver of them. To be effective, a waiver must be in writing.

15.3 **Severability.** If any part of this Contract held by a court to be unenforceable or invalid, the remaining provisions of the Contract will continue in effect.

15.4 **Assignment.** Neither party shall be entitled to assign any of their interests in the Contract to any third party without the prior written consent of the other party.

16 Quotations

- 16.1 Quotations are valid for 30 (thirty) days from the date stated thereon. It is based on a Health & Safety at Work Act risk assessment and a Working at Height Regulations risk assessment carried out at the time. If in the opinion of The Firm a change has subsequently occurred or developed prior to any work commencing, we reserve the right to re – quote for any work.
- 16.2 In certain circumstances where for example, fixings cannot be fully removed or examined, figures are given as guide only. This fact will be stated thereon. Clients should bear such provisional figures in mind when calculating overall costings for projects.
- 16.3 Clients are solely responsible for ensuring that relevant permissions and approvals have been obtained with regard to any aspect of any quoted work. By placing your order with The Firm, you agree to indemnify us from any liability in this regard. Should work be halted due to your non-compliance, our charges will be invoiced on a pro - rata basis for any work done and/or standard materials/goods supplied. A re-stocking fee of 20% (twenty per cent) shall be payable where goods have to be returned to our suppliers.
- 16.4 Any price given verbally prior to our attendance and a formal Quotation is given in good faith and are subject to view.
- 16.5 All standard glazing work is charged at a minimum size of 1 (one) square metre. This does not apply to orders for any non-standard processed glass products, which will have no minimum size but will be subject of up to a 50% (fifty per cent) special order surcharge.
- 16.6 We guarantee for a minimum of 10 (TEN) years from the date of installation all new double-glazed units. This includes those double-glazed units filled with Argon gas. Should any unit fail within that time we will replace them free of charge. This guarantee does not apply however, to units that have been damaged through any act of criminal activity, misuse or interference by any unauthorised person. This guarantee together with the above stated exceptions may be transferred to any new owner/occupier of the installation address. A dated copy invoice will be sufficient for this purpose.
- 16.7 Whilst every care is taken during the removal and refitting of any glass or frame to enable furniture delivery to take place, we accept no responsibility whatsoever should damage occur to such items during this work. Our charges remain payable in any event and may not be off – set against any subsequent glass replacement and/or installation costs.
- 16.8 Although the reconstruction and manufacture of leaded windows is done with sympathy to the original materials and location, they are produced within the constraints of modern work practices. Accordingly, we regret we cannot guarantee that an exact match to any adjacent window, door or other feature will occur.
- 16.9 All our glazing work is carried out with due regard to current Building Regulations. In certain circumstances therefore, the replacement glass we fit may differ in specification from your original material.
- 16.10 Any new woodwork we supply is primed with one coat of acrylic white primer only.
- 16.11 Whilst we supply and install such products as “Polycarbonate”®, as an alternative to traditional flat or other safety glass, no guarantee is offered nor implied that such material can withstand any force or attack to a better or greater degree than such glass.
- 16.12 All materials used for our emergency overnight boarding-up/security work remain our property. A charge of up to £120.00 will be made to cover the cost of materials not returned to us in a re-usable condition.
- 16.13 Whilst our emergency boarding-up is always undertaken with due care and attention, no guarantee is offered nor implied that such boarding-up work will withstand a criminal or other attack or a re-entry to your premises.
- 16.14 All waste material is disposed of through a licensed waste transfer station, or suitable recycling point as appropriate, unless we are asked to leave such materials with the Client.
- 16.15 We hold £5M Public Liability insurance cover. Should you require a higher level of cover, please contact us.
- 16.16 The attention of domestic Clients is drawn to our separate document entitled ‘Notice of right to cancel the Contract’ and in particular the section entitled ‘Work commencing prior to the expiry of the cancellation period’, which sets out your cancellation rights under current consumer legislation. If you are unsure about this document, you should seek independent consumer advice before you sign.