

Terms and Conditions of Sale

These Terms and Conditions of Sale shall apply to all contracts between Goddards and the Customer. In these Terms and Conditions the following definitions shall apply:-

- (a) "the Customer, you or your" shall mean the individual(s) named in the Order Form
- (b) "Goddards, us or we" shall mean Goddards Interiors Limited as named and whose contact details are set out in the Order Form.
- (c) "the Goods" shall mean the furniture, domestic appliances and accessories specified in the drawing(s)/plan(s), specification and quotation.
- (c) "Order" shall mean your order for the Goods as summarised in the Order Form and confirmed by us in the Acknowledgement Receipt.
- (d) "Order Form" the document summarising your Order to which these terms and conditions are attached.

The drawings, plans and specification sheets produced as part of and referred to in the Order Form form part of this Contract including the final design choice and drawings which are what the Order Form and prices will be based upon. You are deemed to understand and accept all the details contained in the final design drawings and specification when you sign the Order Form.

Acceptance of Orders

1. All Orders placed by the Customer will be accepted by Goddards by way of an Acknowledgement Receipt. The Contract shall only come into force when Goddards issues the Acknowledgement Receipt.
2. All Orders are subject to these Terms and Conditions of Sale which are complete and exhaustive and override any other terms, conditions and provisions referring or purporting to refer to the Goods. All other forms, conditions, warranties, guarantees and representations (express or implied, statutory or otherwise) are expressly excluded. These Terms and Conditions of Sale are not capable or being varied, supplemented, qualified or interpreted by reference to any prior course of dealings between us unless agreed in writing by both of us.
3. Your statutory rights to cancel this Contract within 14 days do not apply to the Goods as they are made bespoke to your requirements. We reserve the right not to accept your Order prior to issuing the Acknowledgement Receipt but will reimburse the deposit you have paid in such circumstances.

Payment

1. A deposit is required when you place your Order. Payment of the total price, less the deposit, shall be paid by you in the instalments agreed on the Order Form. Where we are fitting the Goods each instalment shall be payable as follows:
 - 1.1. first instalment: no later than 14 days prior to delivery of the Goods; and
 - 1.2. second instalment: on completion of the installation of the Goods.
2. In the case where you have entered into a finance agreement with a finance company payment shall be made by the finance company directly to us. In default of payment being made by the finance company you shall make payment in full to us within 7 days of being called upon to do so.
3. The Order Form shall itemise the installation costs (if any) and the delivery costs which shall be payable as part of the total price. Any extra items of Goods that you order after we have issued the Acknowledgment of Receipt shall be invoiced separately in addition to the price quoted on the Order Form.
4. If you do not make any payment due to us by the due date, we reserve the right to charge interest on the overdue amount at the rate of 2% per day on any sum outstanding for more than 7 days.
5. Any minor adjustment which may or may not be necessary following completion of the installation of the Goods shall not be considered sufficient reason for withholding payment of any part of any sum outstanding. You must pay us interest plus any overdue amount.
6. Your deposit is not refundable if the Order is cancelled by you after we have ordered any item specifically relating to your order or after Goddards has incurred any cost in preparing the Order.
7. The Customer shall make all payments free and clear of and without deduction for any set-off or counterclaim or, except as required by law, any tax or other matter.
8. By your signature on the Order Form you accept liability for payment of the Goods and installation and all associated costs.
9. Value Added Tax will be charged at the rate prevailing on the day of invoice.

Drawings and Plans

- 3.1 All plans including the final plan used to prepare the Order Form belong to us and we own all intellectual property rights arising in the

plans and specifications and therefore you may not reproduce any of our plans or specifications without our consent.

- 3.2 All plans prepared for the purposes of your Order are for guidance only.

Installation

1. Goddards will ensure that the installation of the Goods is completed within a reasonable time. However, time shall not be of the essence in respect of the completion of the installation by Goddards.
2. The Customer shall give free access to Goddards's installers to carry out installation of the Goods and shall (unless specified on the Order Form) ensure that such structural plumbing, electrical and other works, including the removal of existing units, furniture and appliances as shall be necessary are carried out at your own cost. If such works shall in any way affect the installation the Customer shall notify Goddards at least 10 days before the proposed date of installation.
3. If the Customer does not give access to Goddards within 14 days of the Customer being notified that the Goods are ready for installation the Customer shall be liable to pay to Goddards the balance of the contract sum within 7 days after the said 14 day period has elapsed and shall be charged those costs set out in clause 6.6.

Property and Risk

1. Notwithstanding that the Customer obtains possession of the Goods the title to the Goods will remain with Goddards until we have received payment of the full purchase price together with VAT and any interest for delayed payment.
2. Until payment in full has been made the Customer shall hold the Goods on trust for Goddards and it shall be the responsibility of the Customer to keep the Goods in good repair and condition at their own expense.
3. Subject to clauses 5.4 and 6, if we are installing the Goods in your property we will make good any damage caused to your property by us as a result of our negligence or lack of care during the installation.
4. We are not responsible for the cost of repairing any existing faults or damage to your property that we discover whilst installing the Goods or whilst identified at one of our site visits prior to installation; nor are we responsible for damage caused by a third-party installer or for damage to electrical equipment that we are required to remove as part of the installation process of the Goods.

Deliveries

1. Whilst every effort will be made to adhere to the agreed delivery dates, such dates are estimates only and we are reliant on third party suppliers. Time of delivery shall not be of the essence. Goddards shall not be liable for any losses, costs, damages or expenses suffered by you or any other person or company howsoever arising, whether directly or indirectly, out of any failure to meet any estimated delivery date.
2. If there are delays with the delivery outside of our reasonable control we will advise you of this and agree revised dates. We are not liable for any damage, loss, costs or expenses arising as a result of any delays occasioned by the non-arrival of any item comprised within the Goods, including any parts or replacement parts or items ordered from third parties.
3. If we are requested to deliver Goods to a third party such delivery will be entirely at the risk of the Customer who shall continue to be bound by these Terms and Conditions.
4. Unless otherwise agreed in writing, delivery is limited to the delivery of Goods to the Delivery Address specified in the Order Form and, except for certain types of Goods, to the ground floor access of your property only. Any damage to either the Goods or your property beyond the ground floor access point will not be our responsibility. Any movement of the Goods past the access point will be solely at your own request and risk.
5. We reserve the right to suspend delivery of the Goods if you do not pay. If you do not pay us for the Goods when payment is due and you do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Goods until you have paid us the outstanding amount.
6. If you suspend delivery of the Goods for any reason or as set out in clause 4.2 or you do not give us access to your property when requested, we will have the right to charge for any additional storage costs that we incur as a result.

Shortage and Damage

1. Where we are supplying the Goods only the Customer shall inspect the Goods immediately upon delivery and shall within 3 calendar days of such delivery (or as soon as reasonably practicable in accordance with the provisions of clause 7.3 below) give notice in writing to Goddards if you allege that the Goods are not in accordance with the Acknowledgement Receipt or are otherwise damaged. This provision

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does not affect your statutory rights. This clause shall not apply if we are installing the Goods.

2. Any Goods in dispute shall be preserved by the Customer intact as delivered and at your risk for a period 14 days from notification of the allegation within which time Goddards or its agent shall have the right to attend the Customer's property to investigate the complaint and inspect the Goods. All original packing should be retained until inspected by Goddards or its agent.
3. If as a result of inspection or testing it is agreed by Goddards that the Goods are damaged (other than as a result of your acts or omissions), we shall replace the damaged or faulty items.
4. If any of the Goods are damaged by our act or omission before delivery or during installation we will replace the Goods free of charge provided, where applicable, you inform us of the damage within 7 days of the delivery date.

Bespoke Nature of our Goods and Products

1. We rely on the information supplied in the manufacturers literature and where there is a variation to the specification of the Goods we will inform you as soon as possible. Due to the naturally sourced products used, variations in colour and grain may occur which are beyond our control; such variations will not entitle you to terminate the Contract, refuse to pay the full contract price or claim compensation from us.
2. Subject to your statutory rights you have no contractual right to cancel or suspend the whole or any part of the Contract other than as set out in these Terms and Conditions. If you try to cancel or suspend the whole or part of the Contract ("Cancellation") we shall not be obliged to accept such Cancellation and reserve all our rights and remedies. You acknowledge that the Goods are made-to-measure or made to your specifications and personalised by you or by their nature cannot be returned and so cannot be readily resold by us and they cannot be returned to the manufacturer and that therefore we would suffer financial loss, costs and expenses arising from such Cancellation.
3. If we accept a Cancellation we shall be entitled to recover, and you shall pay the following charges as a reasonable estimate of the losses we would suffer as a result of the Cancellation:
 - 3.1. If the Goods are not under manufacture at the time a Cancellation is accepted, we shall charge you 50%; and
 - 3.2. If the Goods are already under manufacture at the time a Cancellation is accepted, then we shall charge a sum equal to 85% of the total price of the Goods.
4. We provide a guarantee in respect of our fitting/installation and labour of up to 12 months from the date of installation of the Goods, meaning we will fix or adjust any snags or minor defects free of charge within this period.
5. Any warranties as to the quality of the Goods will come directly from the manufacturers and suppliers and we do not warrant the quality or specification of the Goods.

Assignment

1. Unless otherwise agreed in writing, the Customer may not assign or transfer this Contract to anyone else. Goddards may delegate its obligations under the Contract and may assign any of its rights or benefits to another organisation.

Unforeseen Circumstances

1. Goddards will not be under any liability for non-performance in whole or in part of its obligation under these Terms and Conditions as a result (whether directly or indirectly) of any strike, lock out, fire, flood, inability to obtain materials, breakdown, delay by supplier or by carrier, government act and regulation or any other cause beyond our reasonable control.

Termination

1. We may end this Contract with immediate effect if you:
 - 1.1. do not make a payment to us when it is due and you still do not make such payment within 7 days of us reminding you it is due;
 - 1.2. do not provide us with information that is necessary for us to provide the Goods for example site measurements, or there is an adverse survey of where you wish to install the Goods;
 - 1.3. do not, within a reasonable time, allow us to deliver the Goods to you; or
 - 1.4. do not, within a reasonable time, allow us or our subcontractors access to your property to deliver and install the Goods.

General

- 12.1 If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to perform your obligations and it will not prevent us from taking steps against you at a later date.

- 12.2 These Terms and Conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions

- 12.3 If any provision of these Terms and Conditions is held by any court or competent authority to be void or unenforceable in whole or in part, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid

4. If requested by you, we may provide details of local trades people (including installers) if you wish to use such services in relation to the Goods. In these circumstances, we shall not be held liable for any act, fault, or negligence of the trades person or service provider, and no warranty or representation in respect of the same shall be deemed or implied because of our giving you such contact details

5. If you have any questions or complaints about the Goods or the installation process, please contact us. You can telephone our team on 01799 522581 or write to us at sales@goddardsinteriors.co.uk or alternatively you can speak to one of our team members in store.

Governing Law and Jurisdiction

1. These Terms and Conditions of Sale shall, in all respects, be governed and constructed in accordance with English Law. Each party agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.