



INTERIORS
REFURBISHMENTS
BUILDING SERVICES
BESPOKE JOINERY

STANDARD TRADING TERMS AND CONDITIONS

(Version 2.1 June 2009) Page One of two comprising 10 Clauses.

1. General

- 1.1 All quotations and orders are made or accepted subject to the following Terms & Conditions.
- 1.2 "The Company" means Eden London UK Ltd & its' group of companies.
"The Client" is the party or business to whom the Company is requested to provide Services to, the contract employer.
"The Services" is the range of services and/or equipment or product supplied in accordance with Section 2 of these terms.
"The Client's Property" refers to structures, premises, contents, machinery or documents owned by the Client.
- 1.3 These terms shall prevail above all others, including the Clients conditions, and are deemed to be incorporated within all dealings between the parties. Unless by prior written arrangement, no party will rely on any representation, arrangement or understanding or agreement (written or oral) not expressly set out or referred to in these Terms and Conditions.
- 1.4 These Terms and Conditions shall be deemed to have accepted by the Client by virtue of placement of a valid order leading to commencement of the Services, in accordance with the provisions of Section 2.1
- 1.5 Any cancellation of the order after commencement will be subject to the Client submitting 7 days notice in writing to the Company head office, with the Client obligated to make good reasonable expenses incurred by the Company until the date of termination.
- 1.6 Unless otherwise agreed in writing prior to commencement, these Terms and Conditions, construction and performance of the contract are deemed to be covered by the Laws of England, under the exclusive jurisdiction of English Courts.

2. Services

- 2.1 The Services provided by the Company are understood to include rebuilding, the cleaning restoration, repair (of all kinds) or replacement of the Clients Property as specified by the Company, or ordered by the Client, or on the Client's behalf by their recognised Insurer, adviser or representative.
- 2.2 If during the course of contract the Company require to employ a vetted subcontractor to undertake the full scope of the ordered services, the Company shall be deemed as acting as disclosed agent for the Client and shall not be liable for their negligence standard of work or general liabilities of the subcontractor.
- 2.3 Where the Services are provided and undertaken on site at the location specified by the Client, the Client is required to provide at their own cost, water, electricity storage, security, access and such other facilities deemed reasonable and necessary to enable the Company to undertake the Services. This includes provision of special permissions, permits and training to enable Company operatives to work on or at the Clients Property or within an environment subject to Health and Safety regulations and/or other relevant legislation related to safe working practices.
- 2.4 Where it is required the Company should undertake the Services in whole or in part at the Company workshops or other facility, the Client is responsible for all transport costs and optional Insurances whilst the Clients Property is being transported to or from, or temporarily stored at the Company's facility, or that of a sub-contractor whose involvement is deemed necessary by the Company in connection with the undertaking of the Services at a charge deemed appropriate. If the Client elects not to pay the insurance premium and for transport storage charges to the Company for the clients' property, it shall limit its liability as referred to in clause 8.

3. Estimates, Prices & Rates & Lead Times

- 3.1 Estimates and Quotations Provided by the Company are given in good faith, and are valid for a period of 28 days from the date of advice, but shall not be binding in the event of unforeseen problems or alteration of specifications requiring a revision to the scope of the Services or other factors not under the Company's control as advised in section 3.2.
- 3.2 All rates and costs applicable to the Services will as far as possible follow the Company's published rates, and may during the course of provision of the services be subject to reasonable revision to reflect fluctuations in material prices and/or service charges for any reason.
- 3.3 Lead times for commencement or completion of the Services are given as an estimate only; delays can occur due to circumstances beyond our control. The Company accepts no responsibility or liability for damages, loss or consequential loss arising from such delays.

4. Value Added Tax

- 4.1 All estimates, costings and quotations are advice exclusive of Value Added Tax or other rates of relevant tax or duty, which will be levied at the appropriate rate at the date of invoicing.
- 4.2 Subject to the Client being registered for VAT, in the event of the net amount of the final charge for the Services (excluding VAT) being made by a third party such as the Clients Insurers, the Client remains wholly and strictly liable for settlement of the VAT amount charged to them by the Company in accordance with the payment terms specified below.

5. Payment Terms

- 5.1 At the Company's discretion and subject to provision of adequate credit references for the Client, for which an administration charge may be made, a credit account facility may be provided to the Client on the strict understanding that all payments are due in full within 30 calendar days of the date of issue of interim or final invoices for the Services.
- 5.2 Provision of full settlement of the total amount of 7-&-14 Day Invoices is, regardless of the provisions of Section 6, the sole and strict responsibility of the Client. The Client may not avoid their payment responsibility to the Company in the event of:
 - 5.2.1 Dissatisfaction with works undertaken by a subcontractor or other agent engaged by the Company;
 - 5.2.2 The charges made by the Company not being covered by a valid insurance Policy;
 - 5.2.3 Late payment by the Client's insurers.
- 5.3 Any issues or disputes relating to the accounting of the Company's invoice must be made to a Director in writing within 7 days of the date of issue, and will not be considered or accepted as a relevant reason for delayed or late payment thereafter.
- 5.4 At the Company's discretion in the event of late payment after the 30 days stipulated the Company should be entitled to charge interest on overdue rates at 3% above the base-lending rate of the whole outstanding amount.
- 5.5 In the event of extended late payment by the Client, it is the policy of the Company to involve a third party debt recovery agent or legal recourse as necessary to recover monies owing in full and any charges incurred by them in the recovery will be added to the outstanding debt.
- 5.6 In the event that the Company is unable to secure adequate credit references for the Client, or in the event of any issue arising considered by the Company to affect the creditworthiness of the client, a deposit may be required prior to commencement of the work, with further stage payments as considered appropriate. In such circumstances all invoices are subject to immediate settlement by the Client.

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Page Two of Two
Clause 5, Payment Terms continued.

5.7 On projects deemed appropriate exclusively by the Company it may at its option apply for stage payments on account. The payment terms are specified in this clause 'Payment Terms'. Applications may be requested prior to the commencement of works to acquire and source materials and undertake project planning. Late payment or default on stage payments may result in interruption to work in progress, but the Company otherwise assumes no responsibility for the consequences of any delays that may come as a result.

5.8 Until such time as full payment is received by the Company any materials, spare parts, equipment or replacement goods provided during the course of the Services remain the property of the Company, and the Company assumes a lien on other property of the Client which has benefited by the Services offered by the company.

6. Insurance Claims

6.1 Where the Services are provided in connection with a loss covered by a valid insurance policy, it is understood by the Client that the Insurance Company or their appointed agents or representative act as an introducer of the Company and the Services, contractual provision for which are otherwise exclusively covered by these Terms and Conditions.

6.2 The Client undertakes to provide the Company with a signed mandate for payment of the net amount direct from the Client's Insurers to the Company on completion of the Services, and in accordance with the payment terms specified above.

6.3 Any other monies over and above the amount specified on the mandate, which may be due in respect of VAT, insurance excess or additional Services or goods requested by the Client, are strictly the responsibility of the Client in accordance with the payment terms specified in Section 5.

6.4 In the event of late payment by Insurer's regardless of provision of the mandate or any delays on the part of their agents or representatives, full responsibility for immediate settlement of the company's charges, including any interest accrued, rests solely with the Client.

7. Responsibilities of the Client

7.1 Any issues or disputes relating to the quality of the work undertaken by the Company or subcontractor must be made in detail and strictly in writing within 5 days of completion of the work or relevant section of work.

7.2 Any loss, damage or injury to the Client's property, this should be immediately verbally advised to the management of the Company, with a full description of the incident and its consequences to be made in writing within 5 days.

7.3 The Client must be reasonably able to demonstrate the relevance of any dispute or damage or warranty to the satisfaction of the Company.

7.4 The Client will provide access to the Company, its subcontractors or nominated representatives or experts to independently evaluate a problem or dispute if required.

7.5 In the event of the dispute not being independently substantiated the Client agrees to meet all reasonable expenses incurred by the Company in connection with the investigation.

8. Limitation of Company's Liability

8.1 The Company will indemnify the Client against direct loss or injury to the Client's property or personnel caused by the negligence or breach of contract or breach of statutory duty of the company, provided:

8.1.1 In the event of damage to property, the Company's liability will be restricted to the typical open market value of the property, as it existed prior to the services to be undertaken by the Company.

8.1.2 The Company's total liability for any one incident arising in connection with section 8.1 will not exceed the monetary limit of liability of the Company's public liability insurance.

8.1.3 The Company shall not be liable to the Client for any Consequential loss or other indirect expenses stemming from loss or damage referred to in section 8.1

8.1.4 The Company shall not be liable for damage or injury occurring after the work has been completed and accepted to the satisfaction of the Client, acknowledgement of which, unless otherwise agreed, shall be deemed to be in accordance with the provision of Section 7 of these terms and conditions.

8.2 The Client assumes all Liability for accidents and damage on site or at Company workshops caused by or arising out of the condition of the Client's property where not otherwise disclosed or reasonably apparent from general inspection.

8.3 If during the course of carrying out the Services, the Company have cause to note or report any unexpected defects that may become apparent in the Client's property, unless by revision of contract, the Company will have no obligation or liability in respect of making good such defects or for the consequences of the Client not making good said defects.

8.4 If the Client elects not to pay the insurance premiums for either and/or uplift, removal or storage the Company will have a limit of liability of £100 any one item, pair or set and subject to an aggregate maximum liability of £1000 for any one contract of unspecified duration.

8.5 For clients property in storage the Company shall charge a reasonable sum, but for goods not collected by or delivered to the client, the Company may, as its option, dispose of the Clients property after 7 days due warning sent to the Client at the address originally provided.

9. Warranties

9.1 In the case of contents restoration, the Company offers a limited warranty against post remedial corrosion of 12 months subject to the equipment being operated in a reasonable environment and excepting fair wear & tear.

9.2 In the case of building repairs, flat roofs excepted, the Company's workmanship will be guaranteed for a period of 12 months from the date of completion, fair wear & tear excepted. For replacement flat roofs including decking a guarantee of ten years applies.

9.3 In the case of repairs undertaken to equipment at the Client's request, the Company will offer an inclusive warranty relating to parts/labour and shipping of not more than 90 days from the date of return delivery to those items repaired.

9.4 In addition to the provisions of item 9.3 the Company will offer a return to base manufactures warranty on newly supplied or installed equipment or part used during a repair, subject to additional charges for fitting labour, administration and shipping.

10. Force Majeure

In the event of the Company being delayed or prevented from providing Services owing to Act of God, war, civil commotion, governmental or legislature restriction, trade disputes or strikes, failure of the Company's agents or subcontractors, fire accident or any other cause beyond the Company's control, the Company shall be at liberty to cancel or suspend or defer the contract with the Client, without the Company incurring liability or financial penalties of any nature as a consequence.

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