

## Terms and Conditions of Business for Services and Goods

### 1. Governing Law and Jurisdiction

Parties to this Agreement agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### 2. Entire Agreement

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

### 3. Third Party Rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

### 4. Customer Services

**4.1** To protect your own interests please read the conditions carefully. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone our offices, at the address and telephone number set out above.

**4.2** Complaints. We hope this is never the case, but sometimes things don't go as planned. In which case an acknowledgement of any complaint will be made within 10 working days from the receipt of a complaint. A response addressing the issues raised in the initial letter of complaint will be made within 30 working days from its receipt. We hope you will enjoy working with Acou.Space and we want you to be happy with our products and services.

### 5. Changes to Terms and Conditions of Business

We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

## Services

### 6. Payment of Invoices for Services Received

**6.1** Fee notes will normally be submitted on a monthly basis. Interim fee notes may be submitted as appropriate. Payment is due within 14 days after the invoice date unless other payment arrangements have been formally agreed in writing, and non-payment of fees within such period shall constitute grounds for the suspension of the services without liability as to the consequences of such suspension.

**6.2** The time stipulated for payment shall be of the essence of the Agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days' notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

**6.3** We warrant that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

**6.4** All overdue fees are liable to the application of compound monthly interest at 10% above the current minimum lending rate at the Bank of England from the original date of the fee note. Additionally a £25 standard administration fee will be incurred for every invoiced statement where interest is payable.

#### **6.5** Fitting of Products

Where requested the associated cost of fitting is included within our quotations, estimates and invoices. However, there are some site variables beyond our control which may incur additional time and will be charged at the daily rate indicated on our original estimate, quotation or invoice.

### 7. Employment

**7.1.** If the cost to us of carrying out the work is subsequently increased by reason of increases in the cost of materials and/or labour and/or any other factor outside our control, then we shall notify you before undertaking any work to which the increase will apply.

**7.2** If in our opinion it is not reasonably practicable for any reason to carry out any of the work we are instructed to carry out, we shall be entitled to refrain from carrying out or completing such work and will consult with you as to what, if any, work is to be undertaken. We will, if requested by you, provide a written explanation as to why any work is not considered to be reasonably practicable.

**7.3** If you require us to discontinue work, you shall only be required to pay us for work already carried out prior to receipt of written confirmation from yourselves to cease works.

## Goods

### 8. Prices of Goods

**8.1** The price for the supply of good and services are set out as attached. Terms are strictly 14 days from date of invoice. We may request between 50%-100% of the value of the goods prior to order and invoice any remainder prior to delivery for new customers.

**8.2** We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 10% per annum above the base rate of the Bank of England. A £25 standard fee will also be incurred for each invoice statement where interest has been incurred.

**8.3** The price of the goods and services is exclusive of Value Added Tax which shall be charged at the rate prevailing at the relevant tax point.

**8.4** Ordering time for goods is 1-2 working days, unless otherwise stated. For goods required at short notice an additional cost may be payable, which will require agreement prior to the order being processed and manufactured.

### 9. Ownership of the Goods

You will only own the goods once they have been successfully delivered and when we have received cleared payment in full. Goods supplied are not for resale.

### 10. Delivery of Goods

We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery, but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

### 11. Warranty of Goods

**11.1** We warrant that on delivery of goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Any additional warranties described in the specification document are manufacturers' warranty only.

**11.2** Measurements of products +/- 15mm on all dimensions.

### 12. Right to Cancel Order of Goods

**12.1** We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which goods have been ordered via an on-line shop. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse or retain all or part of any deposit as a contribution towards any losses or costs we suffer as a result of the cancellation. Any items of a bespoke nature, when ordered cannot be returned unless a manufacturing fault is found with the item. An order cannot be canceled if bespoke in nature and has already begun manufacture.

**12.2** If you have received the goods before you cancel this Agreement then you must send the goods back to our contact address at your own cost and risk. If you cancel this Agreement but we have already processed goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible. A re-stocking charge may be incurred.

**12.3** Once you have notified us that you are cancelling this Agreement, any sum credited to us from yourself will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that any goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we will be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

**12.4** You will be re-credited for the costs incurred in returning faulty or unsatisfactory goods.

**12.5** Any bespoke order is not be refundable after the order has been placed.