

Terms & Conditions

VIVO INTERIORS DESIGN LTD

1 Interpretation

1.1 In these Terms:

"Contract" means the contract between Us and the Customer for the sale and purchase of the Goods and the Services;

"Customer" means the person, firm or company whose written order for the Goods is accepted by Us;

"Goods" means the furniture, furnishings and other goods which We are to supply to the Customer in accordance with these Terms;

"Services" means services relating to the supply of the Goods that We provide, including installation of the Goods at the premises specified by the Customer;

"Terms" means the standard terms of sale set out in this document and includes any special terms agreed in writing between the Customer and Us;

"We", "Us", "Our" means

Vivo Interiors Design Ltd whose registered office and business address is 80 Torkington Road, Hazel Grove, Stockport, SK7 4RL.

1.2 A reference in these Terms to a provision of a statute will be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 A reference to "writing" and "written" includes facsimile transmission and electronic mail unless these Terms expressly provide otherwise.

2 Basis of the Contract

2.1 We will sell and the Customer will buy the Goods in accordance with Our written quotation (if accepted by the Customer), or the Customer's written order (if accepted by Us), subject in either case to these Terms, which will govern the Contract to the exclusion of any other terms.

2.2 No variation to these Terms will be binding on Us unless We agree to it in writing.

2.3 Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Us in writing. In entering into the Contract the Customer acknowledges that they do not rely on any such representations that are not so confirmed, but nothing in these Terms affects the Customer's or Our liability for fraudulent misrepresentation.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Us will be subject to correction without any liability on Our part.

3 Orders

3.1 The Customer's order or the Customer's acceptance of Our quotation for the supply of Goods and Services constitutes an offer by the Customer to buy the Goods and Services on these Terms. The Customer's order is accepted when We send the Customer written confirmation or Our acceptance of the Customer's order or (if earlier) if We start to supply the Goods and Services or Once the first deposit payment is made.

3.2 The Customer will be responsible for ensuring the accuracy of the terms of their order prior to ordering - and for giving Us any necessary information relating to the Goods and Services within a sufficient time to enable Us to perform the Contract in accordance with these Terms.

3.3 Subject to clause 7.4 below, in the unlikely event that the Goods that the Customer has ordered are not available, We reserve the right to substitute those Goods with goods of equivalent quality, quantity and price.

3.4 For any changes that are required in items supplied - , We reserve the right to substitute those Goods with goods of equivalent quality, quantity and price.

4 Cancellation

4.1 The Customer has no right to cancel or postpone any contract made under these terms and conditions after we have issued its order acknowledgement. Subject to clause 4.2, no order which We have accepted may be cancelled by the Customer except with Our agreement in writing and, unless We agree otherwise in writing, subject to the Customer indemnifying Us in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by Us as a result of cancellation. Once the deposit payment is made- this is agreement by the Customer that all subsequent payments will be made until the full 100% of order is paid for. Items manufactured or ordered specifically for a client will not be accepted for cancellation

4.2 Subject to clause 4.8 and clause 4.9, where the Customer is buying the Goods and Services as a consumer (within the meaning of the Unfair Contract Terms Act 1977) and the Contract has been made otherwise than by face to face contact, clause 4.1 does not apply and the Customer has, under the Consumer Protection (Distance Selling) Regulations 2003 the right to cancel the Contract within 7 working days from the day after the day on which they receive the Goods.

4.3 If the Customer wishes to cancel the Contract in accordance with Clause 4.2, they must give Us notice of cancellation in writing by post, fax or email. If the Customer purports to do so (without prejudice to any of Our other rights in connection with such purported cancellation or postponement) the Customer shall compensate Us for all costs charges and expenses incurred by the Company, including loss of profit by reason of such cancellation or postponement.

4.4 Unless the Goods are faulty, the Customer will be responsible for the cost of returning the Goods to Us (which includes the cost of their removal).

- 4.5 We will provide the Customer with a full refund of the price of the Goods returned within 30 days from the day on which We received the Customer's notice of cancellation in accordance with clause 4.3 and 4.2
- 4.6 The Customer must take care of the Goods until they are returned to Us and make sure that they are not used or damaged.
- 4.7 If the Customer does not return the Goods, We may take steps to recover the Goods and to deduct Our costs of recovering the Goods from the refund of the price (unless the Goods are faulty).
- 4.8 The Customer will not be entitled to cancel the Contract if the Goods have been used or have suffered any damage which has not been caused by Us. We may, however, at Our sole discretion, agree to accept return of the used or damaged Goods subject to deducting from the refund of the price a sum which We consider to be equal to the cost of repairing or restoring the Goods or the reduction in their value. Items manufactured or ordered specifically for a client will not be accepted for cancellation
- 4.9 If Goods are tailor made to the Customer's specification or if they have been built in situ at the premises specified by the Customer to the Customer's specification, those Goods are unique to the Customer's requirements and are not readily re-saleable. The cancellation right set out in clause 4.3 does not therefore apply to those Goods. This does not affect the Customer's statutory rights.

5 Price of the goods

- 5.1 The price of the Goods will be Our quoted price. All prices quoted are valid for 28 days only or until earlier acceptance by the Customer, after which time We may alter them without giving notice to the Customer.
- 5.2 We reserve the right, by giving written notice to the Customer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to Us which is due to any factor beyond Our control (such as any foreign exchange fluctuation significant increase in the costs of labour, materials or other manufacture costs), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Us adequate information or instructions or by lack of access to the premises specified by the Customer for delivery and installation resulting from e.g. lack of lift access or lack of key access.
- 5.3 Unless otherwise agreed in writing between Us and the Customer, all prices include the cost of delivery and installation of the Goods.
- 5.4 The price is exclusive of any applicable value added tax, which the Customer will be additionally liable to pay to Us.

6 Payment

- 6.1 Unless We agree otherwise in writing, the Goods must be paid for in full in advance. We will not deliver the Goods unless We have first received the 100% deposit payment via electronic transfer. Upon receipt of the funds -The Customer will have ownership of the goods as soon as they are delivered to site and as such are responsible for these.
- 6.2 If We agree to supply the Goods on credit terms, the Customer will pay the price of the Goods within 30 days of the date of Our invoice, and We will be entitled to recover the price, notwithstanding that delivery may not have taken place and ownership in the Goods has not passed to the Customer. The time of payment of the price will be of the essence of the Contract.
- 6.3 Payment may be made by cheque or electronic payment. No payment will be deemed to have been received unless We receive payment in cleared funds.
- 6.4 If We allow credit and the Customer fails to make any payment on the due date then, without limiting any other right or remedy available to Us, We may charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above [HSBC] Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 6.5 The Customer shall not at any time withhold payment for any Goods supplied to it by Us by way of set-off in connection with any dispute claim or counter-claim the Customer has with or has made against Us or the manufacturer.

7 Delivery

- 7.1 Delivery of the Goods will be made by Us delivering the Goods to the premises specified by the Customer.
- 7.2 All Goods must be checked and signed for by or on behalf of the Customer on delivery. Where this is not practicable or possible digital inventory photographs of full installations of the Goods or inventory lists of the Goods provided by Us will be regarded as acceptable proof of delivery.
- 7.3 Please allow at least 4 weeks for delivery and installation of the Goods unless stated otherwise by Us in writing. Subject to clause 7.4 below, any dates quoted for delivery of the Goods are approximate only and We will not be liable for any delay in delivery of the Goods however caused. Time for delivery will not be of the essence of the Contract unless previously agreed by the Us in writing. We may deliver the Goods in advance of the quoted delivery date, for example if delivered from stock, on giving reasonable notice to the Customer.
- 7.4 Where the Customer is dealing as a consumer and the Contract has been concluded otherwise than by face to face contact, if We are unable to deliver the Goods to the Customer within 30 days of the Customer submitting its order to Us then, unless the Customer agrees to give us extra time to deliver the Goods or to accept alternative Goods, We will give the Customer a full refund of the price paid by the Customer as soon as possible and in any event within 30 days.
- 7.5 Where the Goods are to be delivered in instalments, each delivery will constitute a separate contract and failure by Us to deliver any one or more of the instalments in accordance with these Terms or any claim by the Customer in respect of any one or more instalments will not entitle the Customer to treat the Contract as a whole as repudiated.
- 7.6 If We fail to deliver the Goods (or any instalment) for any reason other than any cause beyond Our reasonable control or the Customer's fault, and We are accordingly liable to the Customer, Our liability will be limited to refunding the Customer the price of the Goods or supplying substitute Goods of equivalent value.
- 7.7 If the Customer fails to take delivery of the Goods or fails to give Us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Our fault) then, without limiting any other right or remedy available to Us, We may:

- 7.7.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage and unsuccessful delivery costs; or
- 7.7.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

8 Risk and property

- 8.1 Risk of damage to or loss of the Goods will pass to the Customer at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when We have tendered delivery of the Goods. Customers should therefore consider provision of adequate contents insurance coverage from point of delivery.
- 8.2 If We have agreed to supply the Goods on credit terms, notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, legal and equitable ownership of the Goods will not pass to the Customer until We have received in cash or cleared funds payment in full of the price of the Goods and all other goods which We have agreed to sell to the Customer and for which payment is due.
- 8.3 Until such time as the property in the Goods passes to the Customer, the Customer will hold the Goods as Our fiduciary agent and bailee, and will keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Our property.
- 8.4 Until such time as the property in the Goods passes to the Customer, We may at any time require the Customer to deliver up the Goods to Us and, if the Customer fails to do so, enter on any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 8.5 The Customer will not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain Our property, but if the Customer does so all moneys owing by the Customer to Us shall (without limiting any other right or remedy that We may have) immediately forthwith become due and payable.

9 Warranties and liability

- 9.1 Subject to the following provisions, We warrant that the Goods will correspond with their description at the time of delivery and will be free from defects in material and workmanship for a period of 3 months from the date of their initial use or 3 months from delivery, whichever is the first to expire.
- 9.2 We give the above warranty subject to the condition that We will be under no liability in respect of any defect in the Goods arising after their installation from fair wear and tear, wilful damage, negligence, failure to follow any care instructions (whether oral or in writing), misuse or any alteration to or repair of the Goods without Our prior written approval.
- 9.3 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Terms.
- 9.5 The Customer must notify Us of any defect in the quality or condition of the Goods or their correspondence with description (whether or not delivery is refused by the Customer) within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Us accordingly, the Customer will not be entitled to reject the Goods and We will not be liable for such defect or failure, and, if the Goods have been supplied on credit terms, the Customer will be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 9.6 Where the Customer notifies Us in accordance with clause 9.5 We may repair or replace the Goods (or the part in question) free of charge or, if repair or replacement is not possible or practicable, refund to the Customer all or part of the price of the Goods, in which case We will have no further liability to the Customer.
- 9.7 Except in respect of death or personal injury caused by Our negligence, or liability for defective products under the Consumer Protection Act 1987, and except as otherwise expressly provided in these Terms, We will not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by Our negligence or Our employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Customer, and Our entire liability under or in connection with the Contract will not exceed the price of the Goods, except as expressly provided in these Terms.
- 9.8 We will not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Our obligations in relation to the Goods, if the delay or failure was due to any cause beyond Our reasonable control, including act of God, explosion, flood, storm, fire or accident; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; war or threat of war, sabotage, insurrection, civil disturbance or requisition; import or export regulations or embargoes; or strikes, lock-outs or other industrial actions or trade disputes (whether involving Our employees or those of a third party).

10 General

- 10.1 A notice required or permitted to be given by either party to the other under these Terms will be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2 No waiver by Us of any breach of the Contract by the Customer will be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

10.4 The Contract will be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

11 Termination

we shall be entitled without prejudice to its other rights and remedies to terminate immediately in writing every contract it has with the Customer or to suspend any further delivery of the Goods under any or every contract it has with the Customer if: 11.1.1 any debt is due and payable by the Customer to Us and remains unpaid; 11.1.2 the Buyer has failed to provide any letter of credit bill of exchange or any other security required by Us; 11.1.3 the Customer has rejected returned or failed to take delivery of the Goods or part of them otherwise than in accordance with these Terms and Conditions; 11.1.4 the Customer becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; 11.1.5 the Customer being a body corporate has: 11.1.5.1 received notice (either written or oral) that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets; 11.1.5.2 received notice (either written or oral) that a petition to wind up the Customer is to be or has been presented under Section 124 of the Insolvency Act 1986 or otherwise or a notice (either written or oral) of a proposal to pass a Resolution to wind up the Customer (including any proposal by the Customer so to do); 11.1.5.3 decided to make a voluntary arrangement or composition with its creditors; 11.1.5.4 become unable to pay its debts as such expression is defined by the Insolvency Act 1986; or 11.1.5.5 received notice (either written or oral) of anything analogous to the above under foreign law or that proceedings have been instituted under foreign law. 11.1.6 the Customer being an individual or a partnership has: 11.1.6.1 become unable to pay its debts as such expression is defined in the Insolvency Act 1986; 11.1.6.2 suspended any payment to Us in whole or part; 11.1.6.3 proposed or entered into any composition or arrangement with his creditors; 11.1.6.4 had a receiving order in bankruptcy made against him; or 11.1.6.5 received notice