



# The Furniture Group

## Nick Coughlin Associates Ltd trading as The Furniture Group- Terms and Conditions

In these Terms and Conditions, the following words shall have the following meanings:

“**Client**” means the persons, firm or company who purchases the Goods, Materials or Services from the Company

“**Company**” means The Furniture Group

“**We**” means The Furniture Group

“**Contract**” means any contract between the Client and the Company for the sale and purchase of the Goods, Materials or Services

“**Goods**” means the manufactured goods to be supplied to the Client by the Company

“**Materials**” means the raw or finished, unassembled materials to be supplied to the Client by the Company.

“**Services**” means the services to be carried out by the Company on behalf of the Client

### 1. Acceptance of Order

No order shall be deemed accepted until the Company has received written confirmation of the acceptance of the quotation and its contents.

### 2. Quotations

Quotations will remain open for a period of 60 days from the date of the quotation. Thereafter, our offer is subject to confirmation, and we reserve the right to amend or withdraw our quotation.

In the event of quantities varying from those on which our quotation has been based we will amend our quotation accordingly.

Any variations to orders must be made in writing and acceptance of any costs due to those changes agreed to before work can continue on any aspect related to the variations.

### 3. Concealed Conditions

Our quotations are based solely on the observations our Company is able to make with the structure in its current condition. If additional concealed conditions are discovered once work has commenced which were not visible at the time the proposal was bid, our Company will stop work and point out these unforeseen concealed conditions to the Client so that the Client and the Company can execute a Change Order for any Additional Work.

### 4. Payment

New customers will be on a deposit payable before commencement of contract basis Unless otherwise stated in the quotation. Work will not commence until full payment of the deposit invoice is received.

Interim payments and final payments are strictly payable within 14 days of date of invoice.

We reserve the right to charge interest at 10% per month on overdue accounts.

Work will cease if any interim payments are not received within 14 days of date of invoice (unless otherwise stated in writing by the Company) at which point interest will also be charged at 10% per month until payment is received or cancellation of contract is requested. (See cancellation below).

### 5. Ownership

All Goods and Materials supplied by the Company shall remain our property (notwithstanding that such Goods and Materials may have been delivered to the site and/or have been incorporated in the works) until we have received payment in full for all sums due by you to us. Until the transfer of title we shall be entitled to recover our Goods or Materials at any time and you are hereby deemed to have given us any such approval, as we shall require, to enter any site in order to recover the same.

### 6. Obligations

All drawings, descriptive matter and specifications of Goods, Materials and Services issued by Company shall be set out in the quotation and are intended to give an approximate idea of the description of the Goods, Materials and Services.

All drawings supplied by the Company to the Client remain the Intellectual Property of the Company and may not be copied, adapted or distributed without prior consent from us.

Any Goods or Materials we supply will be:

- new, unless the client agrees otherwise in writing
- of satisfactory quality
- of the appropriate British standard and codes of practice, in force at the date of placing the order.
- fit for their normal purposes.

Where the Company is commissioned to carry out construction work, we will carry out the work:

- with reasonable care and skill and to a reasonable standard and keep to all building regulations in force at the date of commission and keep to all legal requirements, which we would need to keep to in the course of carrying out the work
- at the end of the contract, subject to full payment of all monies due, we will give the Client any test certificates which apply to the work. These should be kept in a safe place for use in the future.

### 7. Quality

The Company warrants that upon delivery of Goods or Materials or completion of Services and for a 12 month period after the date of delivery of Goods or Materials or completion of Services, the Goods, Materials or Services will be of satisfactory quality and comply with any agreed specification as set out in the quotation. If any of the Goods, materials or Services do not conform with the agreed specification, the Company will at its option repair, replace or refund the defective Goods in question or recommitment the Services to meet the required standards at the Company's own expense.

## **8. Limitation of Liability**

### **8.1 Goods or Materials:**

The Company shall not be liable to repair, replace or refund Goods or Materials or recommission Services if:

- goods sold or manufactured by the Company have been installed by companies other than The Furniture Group;
- goods sold or manufactured by the Company that have been stored, moved or fitted on site and have been damaged by any event not shown to be a direct result of negligence by a Furniture Group appointed worker or employee.
- the defect arises because the client failed to follow the Company's oral or written instructions as to the storage, installation, use or maintenance of the Goods or Materials.
- the defect arises because the client failed to implement an effective building maintenance policy to ensure the continued correct functioning of all electrics, pipework and alarm systems and other services.
- the defect arises because the Goods or Materials have been subject to improper use or use in an environment or for a purpose for which the Goods and Materials were not designed or intended by the Company.

The Company shall not be liable for any faulty or sub-standard workmanship, damage or injury incurred by any other company other than a Furniture Group appointed worker or employee.

### **8.2 Recommendations**

Where the Company is commissioned to supply and install products or services required to meet Department of Health guidelines, we do so to the best of our ability and knowledge. Our recommendations are not legally binding. It is the sole responsibility of the Client to choose to act upon the recommendations we provide.

**8.2a** Health Building Note (HBN) 00-09 (Infection Control) states that **wall mounted** taps and sinks (IPS Units or Integrated Panel Systems) are the recommended choice for clinical settings. If **surface mounted** taps are to be fitted onto medical grade worktops, it is the responsibility of the Client to have this configuration approved and validated by the funding body and/or infection control authorities prior to order confirmation.

**8.2b** The Client may wish to carry out an audit of the plumbing system and services prior to commissioning the installation of taps and sinks to ensure their hot and cold water supplies and waste services meet the requirements for the products supplied by the Company. Specifications of the products we install can be supplied upon request. Not checking the system prior to installation may lead to impaired functionality (e.g. lowered water pressure, lowered water temperature) which our Company is not liable for. In such instances, We will point out any recommendations to the Client so that the Client and the Company can execute a Change Order for any Additional Work required to solve any issues arising after installation.

### **8.3 Plumbing Services**

Where the Company is commissioned to install medical sinks and / or HBN 00-10 compliant thermostatically controlled mixer taps, we do so without responsibility for the hot and/or cold water supply or waste services that they are connected to. The Company is only responsible for the pipe work being installed or worked on directly by our technicians. Any other pipe work or problems which may arise from existing pipe work will remain the responsibility of the Client.

**8.3a** The Company accepts no responsibility for any existing installations that are present. This relates in particular but not exclusively to any pipework, radiators and radiator valves, heating valves, underfloor heating systems, pumps, electrical controls and/or WC services that might be affected as a result of a conversion from a tank fed system to a sealed system or from power flushing of pipework and radiators. This change to a higher pressure rated system and power flushing can cause leaks in components that the Company will not be liable for. Any cost of repairs for which the Company are not liable for will be charged in accordance with our standard company charges.

**8.3b** Where the Company connects new equipment, including medical sinks and / or HBN 00-10 compliant thermostatically controlled mixer taps to an existing plumbing or heating system, it will not accept liability for the cost of repairing or replacing parts of the existing system, which subsequently develops faults. If the system is faulty or has developed a fault after the installation has been conducted, the Company will, at the Client's request, point out any recommendations to the Client so that the Client and the Company can execute a Change Order for any Additional Work.

**8.3c** The Company will not accept liability where the central heating system does not function properly because the water supply becomes inadequate or the water pressure becomes invariable.

### **8.4 Electrical Works**

It is assumed that the existing electrical wiring is of sufficient standard with regard to BS7671 2008 Regulations and in particular the gas and water bonding (if applicable) meet current standards. If this is not the case, additional charges may apply in order to meet the full requirements of BS7671 2008.

## **9. Termination of contract**

Any cancellation of orders must be made in writing. Charges will be applied for any work undertaken, or any special materials procured for that order, and for any other costs or expenses incurred up to the date of cancellation. Acceptance of this quotation implies acceptance of our Conditions of contract, which shall remain binding unless otherwise agreed to in writing by us.

## **10. Interpretation**

The contract between us shall be governed by and construed in accordance with the laws of England. The parties agree to submit to the exclusive jurisdiction of the English Courts.

Nick Coughlin Associates Limited, T/A The Furniture Group  
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**Nick Coughlin Associates Ltd trading as The Furniture Group-**