

TERMS AND CONDITIONS OF WEBSITE:

1.GENERAL INFORMATION

1.1 'We' or 'us' means RCI Workplace Facilities Services Limited

'You' means the purchaser of goods or services from us at any time

'Contract' means this contract for works and includes all the terms and conditions of purchase set out in this document

'Order' means the order placed by you with us whether confirmed by us verbally or in writing.

'Price' means the price / charge for the works

These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions, you may not use or access this Website.

- 1.2 This contract contains the entire bargain between you and us and in the case of any inconsistency between these terms and conditions and the terms and conditions of any other contract documents sent by you to us (whatever their respective dates) in respect of the works these terms and conditions shall prevail.
- 1.3 No waivers, alterations or modifications of these terms and conditions shall be valid unless made in writing signed by a duly authorised representative of the company.
- 1.4 We reserve the right to correct any clerical errors made by our employees at any time.

2. SPECIFICATION

- 2.1 Catalogues, price lists and other advertising materials are indications only of the type of Goods and Services offered and the price stated therein shall not be binding upon the company.
- 2.2 Whilst every effort is made to ensure parity of colour on our fabric finishes, we cannot guarantee an exact match on any fabric.

3. PRICE

- 3.1 All prices quoted are exclusive of Value Added Tax and delivery charges. Quotations given are an invitation to treat only and the prices stated are only valid for a period of 28 days, following the date of the quotation.
- 3.2 All prices stated in the quotations are based on the current price of materials, transport, labour and our other prime costs including the rate of the exchange in sterling and if the same shall increase after the date of the order, we shall be entitled to increase the price of works by a fair proportion to reflect the increased cost.

4. PAYMENT TERMS

4.1 The purchaser must ensure that the company has received in cash or cleared funds or have entered into a credit agreement or other payment arrangement acceptable to the company before collection or delivery, and the company may withhold delivery until this requirement has been met.



5. DELIVERY

Dates for delivery are estimates only and are not to be of the essence of the contract. We will use our best endeavours to meet any dates named by us for the commencement of completion. We shall not be liable in any way in respect of late commencement of completion howsoever caused nor shall such failure be deemed a breach of contract unless and until you have given written notice to us making time of the essence and giving us a reasonable time in which to complete the works. If we are not willing to accept such completion date we may without liability cancel the contract and notify you accordingly. All deliveries made by us will be to the customers designated warehouse between 7am & 7pm from Monday to Friday. Requests for a specific delivery day and time can be facilitated, however, additional charges will be made to meet this requirement. All orders will be delivered to the clients designated warehouse. However, we can provide an installation service, the service is chargeable and is subject to quotation. Any request to postpone an order must be given in writing giving us 2 weeks' notice and we will raise charges to cover the cost of handling and storage of the goods on order. All postponement must be given to us in writing. All items must be counted and checked at the point of delivery. We will not accept any signed delivery notes marked 'unchecked'. Any discrepancies to the advised quantities must be written on the delivery documentation. We will not be held responsible for any shortages found after the delivery paperwork has been signed. Any visible damage on delivery must be written on the delivery documentation. If any goods arrive damaged, including water damaged, you must sign the delivery documentation as 'Damaged' All damages must be notified to us in writing within 48 hours of the delivery. We will not accept responsibility for any goods if we are informed after this time. All prices listed on the company website exclude delivery cost, quotation for delivery charges can be provided on request.

6 CANCELLATION AND FORCE MAJEURE

- 6.1 If you cancel an order then you shall pay us on demand a sum equivalent to all our costs, fees and expenses incurred in meeting the order including any damages payable to us and any contractor, suppliers and other together with a reasonable proportion of our overheads as well as a reasonable proportion of any loss of anticipated profits we suffer on the said order.
- 6.2 We shall not be held liable or deemed to be in breach of contract for any delay or failure to perform our obligations hereunder to the extent that the delay has been caused or fulfilment of its obligations to the purchaser has been prevented, hindered or delayed by force majeure as herein defined
- 6.3 For the purposes of this condition, force majeure shall mean any circumstances beyond our control and shall include without prejudice to the generality of the foregoing shortage of labour, equipment, material or supplies.
- 6.4 If we are prevented from delivering part of the goods or performing part of the Services by reason of Force Majeure, we may at our option deliver or perform and the Purchaser shall take and pay for such part of the goods or services as the company shall be able to deliver or perform in accordance with the Contract..

7 JURISDICTION

This contract shall be interpreted according to English law and only the English court shall try any action arising out of this contract.