

COMMERCIAL ORDERS - TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

1. The following expressions in these conditions shall have the following meanings:
 - "The company" - Francis Chichester Limited (registered in England no. 574784)
the registered office of which is at 9 St. James's Place, London SW1A 1PE
 - "The customer" - the person, company or body buying or offering to purchase goods.
 - "Goods" - materials, products and services contracted for and supplied by the company from time to time.

QUOTATIONS AND ORDERS

2. All verbal orders must be confirmed in writing within seven days of the original instructions unless such requirement is waived by the company in writing or by performance of the order.
3. Orders, once accepted, cannot be varied or cancelled except with the written consent of the company and then only on terms which fully indemnify the company against any loss caused directly or indirectly by the variation or cancellation.
4. On an order being accepted the customer will be invoiced for 50% of the basis cost of the order by way of deposit which must be paid prior to delivery of the goods.
5. Representations made by the company's employees and agents concerning the goods are not valid unless confirmed in writing. The customer acknowledges that it does not rely on, and waives any claim for breach of any such representations not so confirmed.
6. The company reserves the right to amend the price of an order between the date of acceptance and delivery, whether consequent upon an agreed variation in the terms of the order as provided at 3 above, or due to any factor beyond the control of the company (such as, but without limiting the foregoing, significant increase in the cost of labour, materials or other costs of manufacture, or any act, default or omission of the customer relevant to the order).
7. The company reserves the right to charge the amount of any value added tax properly payable whether or not included in the quotation or invoice.

PRELIMINARY WORK

8. All work carried out, whether experimentally or otherwise, at a customer's request, will, at the company's discretion, be charged for.

PROOFS

9. Proofs of all work will be submitted for the customer's approval where time permits and the company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Further proofs required due to the customer changing the original specification will, at the company's discretion, be charged for.

DELIVERY AND PAYMENT

10.
 - (a) In the absence of any agreement to the contrary, goods will be delivered when completed and payment of the balance of the purchase cost for the goods shall be made against delivery.
 - (b) Unless otherwise specified the price quoted is for delivery of the goods to the customer's address as set out in the quotation. A charge may be made to cover any extra costs involved for delivery to a different address.
 - (c) Should expedited delivery be agreed additional charges may be made to cover additional costs involved including overtime. Any such charges will be notified by the company to the customer at the time that expedited delivery is agreed.
 - (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the company shall at its discretion (and giving due allowance for the deposit referred to above) invoice the customer for payment for work already carried out, materials specially ordered and any and all other costs incurred in connection with the order.
 - (e) Any time or date for delivery named by the company is an estimate only and the company shall not be liable for any loss or damage or any consequential loss arising either directly or indirectly from delay in delivery however caused.
 - (f) The company may deliver the goods before the due delivery date upon giving notice to the customer.

INTEREST

11. The failure of the customer to pay the company's invoice by the due date shall entitle the company to charge interest from the due date at a rate of 4% above the base rate from time to time of Barclays Bank plc on any sum outstanding up to and including the actual date of payment.

PAYMENT

12. Where the customer:
 - (a) is overdue with any payment owed to the company or
 - (b) shall have failed to take delivery of the goods or
 - (c) makes default in or commits any breach of any of its other obligations to the company hereunder or
 - (d) ceases to pay its debts in the ordinary course of business or
 - (e) becomes bankrupt insolvent or has a petition presented in respect of an administration order or winding-up order in respect of it or has a receiver appointed of its assets or execution or distress levied upon its assets or under the national law of its own country suffers the equivalent of any of them, or takes any step with a view to entering into a voluntary arrangement with its creditors or
 - (f) ceases or threatens to cease to trade or
 - (g) if the company shall reasonably doubt the solvency of the customer

then the company without prejudice to other remedies shall (i) have the right not to proceed further with the contract and to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to the company and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property of the customer in the company's possession together with those goods supplied by the company and in possession of the customer. On the expiration of 14 days' notice the company will be entitled to collect and dispose of such goods or property in such manner and at such price as the company thinks fit and to apply the proceeds towards such debts. Performance of the contract by the company will only recommence upon payment in full by the customer of all amounts due to the company on completion of the company's obligations hereunder. Notwithstanding that credit may have been given to the customer under the contract, the company shall in its discretion be entitled to retain possession of the goods until payment in full has been received from the customer.

FORCE MAJEURE

13. The company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including but without limiting the foregoing, Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to inability to produce materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

CONSEQUENTIAL LOSS

14. The company shall not be liable for claims made by third parties or costs incurred by the customer due to delays in delivery.

LAW

15. These conditions and all other express terms of the contract shall be governed by and construed in accordance with the laws of England and Wales.