

Direct Customer – Standard Terms & Conditions

Published date: 20 June 2019

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This Agreement

Applies to one-off direct customer purchases.

The customers attention is particularly drawn to the limitations of liability as set out in section 3.0.

Definitions:

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Goods: the goods comprising stone worktops and related goods as set out in an Order.

Order: each order placed by the Customer order for the supply of Goods and/or Services, as set out in the Customer's written acceptance of the Supplier's Quotation.

Quotation: means a quotation provided by the Supplier at the request of the Customer from time to time for the provision of Goods and/or Services.

Services: the services (including templating services) to be supplied by the Supplier to the Customer as set out in each Order.

Supplier: HL Perfitt Limited registered in England and Wales with company number 01012287. Part of the East of England Co-op Society, registration number IP01099R, registered at Wherstead Park, The Street, Wherstead, Ipswich Suffolk IP9 2BJ.

1.0 Terms of Working

Commencement date	Begins on the date the direct customer signs quotation.
Terms	Upon entering an agreement HL Perfitt will quote for the worksurface stone supply, templating, cutting, fabrication and installing to the agreed specification.

2.0 Charges, Fees and Payments

Quotations	Any Quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 days from its date of issue. The Customer acknowledges that the Quotation is based on information and drawings provided by the Customer and may be subject to revision when templating has been completed.
Charges and Fees	<p>Charges are as set out in the Quotation as accepted by the Order. The price for Goods is based on the rate card as at the date of the Order. The final price for the Goods will be confirmed by the Supplier following completion of templating.</p> <p>The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:</p> <ul style="list-style-type: none"> • any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); • any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or • any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods. <p>The price for the Goods is inclusive of costs of packaging, insurance and delivery except as otherwise stated in these Conditions. The price for the Goods and Services shall be invoiced by the Supplier following delivery of the Goods.</p>
Ordering Goods	<p>The Order placed by the Customer constitutes an offer by the Customer to purchase bespoke Goods and/or Services in accordance with the Quotation provided by the Supplier and these Conditions.</p> <p>These Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.</p> <p>All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.</p>
Amounts payable and terms	<p>The amount payable is indicated on your invoice.</p> <p>A 40% deposit is required ahead of any installation.</p> <p>All prices quoted are inclusive of VAT.</p> <p>Invoices issued must be paid within 7 days of receipt.</p>
Making payments and VAT	<p>All payments shall be made in full and in cleared funds to a bank account nominated in writing by the Supplier and time for payment shall be of the essence of the Contract.</p> <p>All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid</p>

	VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
Non-payment	<p>If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 4.0 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.</p> <p>All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).</p> <p>If fees are unpaid we reserve the right to remove any installed worksurfaces without liability.</p>
Award of East of England Co-op Dividend Points	Dividend points can be awarded for the full value of the purchase, at time of sale to direct customers. To receive points the customer must provide their East of England Co-op membership number.

3.0 Limitation of Liability

Our limits and exclusions	Reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
Restrictions on liability	<p>Apply to every liability arising under or in connection with this agreement including but not limited to tort (including negligence), misrepresentation, restitution or otherwise.</p> <p>Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:</p> <ul style="list-style-type: none"> • death or personal injury caused by negligence; • fraud or fraudulent misrepresentation; and • breach of the terms implied by the Consumer Rights Act 2015
Amount of liability	<p>The Supplier's total liability to the Customer shall not exceed the amount actually paid by the Customer in respect of the provision of the Goods and Services.</p> <p>The Supplier shall have no liability under this Contract for the following types of loss:</p> <ul style="list-style-type: none"> • loss of profits; • loss of sales or business; • loss of agreements or contracts; • loss of anticipated savings; • loss of use or corruption of software, data or information; • loss of or damage to goodwill; and • indirect or consequential loss. <p>The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications as set out in clauses/sections 7 and 11 of this agreement. In view of these commitments, the corresponding terms within the Consumer Rights Act 2015 are to the fullest extent permitted by law, excluded from this Contract.</p> <p>This clause 4.0 shall survive termination of the Contract.</p>

4.0 Contract Termination

Cancellation of order	<p>The Customer acknowledges that the Order may not be cancelled after templating has been completed as the Goods are bespoke products which will be fabricated to order and will not have any resale value to the Supplier after fabrication.</p> <p>In the event of the cancellation of any Order after the Order is accepted by the Supplier, the Customer acknowledges that work may already have been undertaken by the Supplier before the date of cancellation.</p> <p>At the time of any such cancellation the Supplier shall be entitled to deduct an amount equal to its costs for any work already undertaken from the amount refunded to the Customer.</p>
Consequences of termination	<p>Termination of an Order or this Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.</p> <p>Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.</p>
Upon termination	<p>The customer will be required to pay unpaid invoices and interest for the services supplied.</p> <p>For services which no invoice has been submitted, we may submit an invoice, which will be payable immediately on receipt.</p>

5.0 Force Majeure

Force majeure	<p>Neither party shall be in breach of a Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event).</p>
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6.0 Your data and data protection compliance

Our commitment and compliance	<p>Both parties will comply with all applicable requirements of the Data Protection Legislation. We are committed to protecting personal data of customers, suppliers and employees. We fully comply and shall take any steps reasonably required by us to maintain this compliance at all times.</p> <p>Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.</p> <p>Any processing of personal data will be carried out in accordance with the Supplier's Privacy Notice To see our full East of England Co-op Society privacy statement, see www.eastofengland.coop/privacy</p>
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Your data and information	<p>To comply with GDPR, there must be a lawful basis for us to collect, process and store any personal data that you provide us with. In addition to the above, for customers of HL Perfitt, this includes but is not limited to the provision of our services.</p> <p>The data provided by you, that we hold includes but is not limited to customer contact information:</p> <ul style="list-style-type: none"> Contact name, residential address, phone number, mobile number and email address. In addition, we may hold information relating to feedback on the service provision received. <p>All information gathered is retained confidentially by HL Perfitt, for the lifetime of the contract and then for the minimum legal requirement thereafter.</p>
Marketing offers and member updates	<p>Individuals can complete details to receive money off coupons and exclusive East of England Co-op member offers and updates.</p> <p>If you choose to do this we promise to treat your details with the utmost care, and never sell distribute or lease your data to other companies to use for their own marketing purposes.</p>
Changing your data or preferences	<p>If you have any questions about the information held, or wish to request access to, or makes changes to your stored personal data please contact the HL Perfitt General Manager.</p>

7.0 Provision of, and Quality of Goods

Description of Goods	<p>Are as set out in the Supplier's Quotation which is accepted by the Customer on placing an Order.</p>
Natural stone product	<p>The Customer acknowledges that all-natural stone products are subject to colour variation, natural veining and some light, medium or heavy pitting. The stone comprising the Goods may differ in look and feel from any Sample previously given to the Customer.</p> <p>It is common to find variation between and within slabs of stone from the same quarry. The Supplier will always endeavour to use matching slabs for any adjacent pieces of work in order to ensure consistency so far as possible; however, an exact match cannot always be guaranteed due to variations between and within slabs that are used. It is however unlikely that these variations will be clearly visible to the naked eye.</p> <p>All thickness and dimensions quoted for slabs are nominal and no liability is accepted for reasonable variations of any nature.</p>
Quality of Goods	<p>Supplier warrants that on delivery the Goods shall:</p> <ul style="list-style-type: none"> conform in all material respects with their description as set out in the Order; and be free from material defects in design, material and workmanship.
Defective Goods	<p>Subject to natural stone variation and the fabrication process, if goods are deemed to be defective, the Supplier has the option to replace the defective Goods, or refund the price of the defective Goods in full or in part if:</p> <ul style="list-style-type: none"> the Customer gives notice in writing within 5 Business Days from the date of delivery that some or all of the Goods do not comply with the warranty; and the Supplier is given a reasonable opportunity of examining such Goods. <p>The Supplier's liability is limited to the replacement of the Goods or provision of the refund (as the case may be). Under no circumstances shall the Supplier be liable for costs incurred in removing the goods and/or installation of any replacement Goods and such costs shall be the sole responsibility of the Customer.</p>

	<p>The Supplier shall not be liable for the Goods' failure to comply with the warranty if:</p> <ul style="list-style-type: none"> • the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage or installation of the Goods; • the defect arises as a result of the Supplier following any drawing, design or template supplied by the Customer; or • the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions. • the Customer fails to comply with these terms and Conditions and/or replaces Goods supplied by the Supplier.
Warranty	<p>HL Perfitt is an Accredited Applicator for Dry-Treat. If the chosen worksurface is suitable it will be treated with this product that is a permanent impregnating sealer.</p> <p>A performance warranty of up to 15 years applies if the customer:</p> <ul style="list-style-type: none"> • Mops up any spills immediately • Spot cleans using diluted acid-free bleach, or similar • Applies S-P CLEANER weekly in accordance with the instructions on the label. This cleaner helps remove soiling whilst enhancing resistance to stains. Other neutral cleaners may be used between S-P CLEANER applications. • Scrubs surfaces once every two weeks with a strong cleaner such as diluted acid-free bleach or similar.

8.0 Provision of Samples

Samples, illustrations and substitutions	<p>The Supplier may provide the Customer with Samples at its discretion. Any such Samples remain the property of the Supplier at all times and shall be returned to the Supplier on request.</p> <p>Any Samples provided by the Supplier or any illustrations or descriptions of the Goods contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.</p> <p>The Supplier reserves the right to remove and substitute any stone from its range (for example where a specific quarry is exhausted) whether or not such stone is included in any Samples.</p>
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9.0 Templating and Fabrication

Customer templates, drawing & measurements	<p>Drawing or templates provided by the Customer are the sole responsibility of the Customer. Any measurements given by the Customer for final machining of stone must be in writing and signed. The Supplier assumes no liability for incormection dimensions.</p>
Prior and during templating	<p>Any existing worktops are to be removed, and any appliances should be on site and any range type cooker or similar appliance must be correctly located before templating. Failure to comply may mean that the Supplier is unable to template on their visit and an additional template date may need to be arranged. This will involve additional charges.</p>

	<p>The Customer or their authorised representative must be present during templating to agree all relevant details such as overhang, edge detail, height of splashbacks, joints etc. and confirm acceptance of template specifications.</p> <p>Any alterations to the template after work has been undertaken may incur extra charges, in particular changes to worktop plans, dimensions, sinks, taps and hob cut-outs amongst other things.</p>
Stone nature, joints and edge profiling	<p>There may be slight tolerances in both overhangs and thickness when the Goods are templated and fabricated. The Supplier will use their best endeavours to keep these tolerances to a minimum, but an industry standard of 2mm of tolerance is allowed for each measurement.</p> <p>Depending on your choice of stone, the internal structure may have a different look, feel or colour compared to the top of the worksurface. It is the customer's responsibility to agree the stone type used for their worksurface.</p> <p>The polish to recess drainers and edge profiles will always be of good quality, however, due to the different machinery, grits and pressures used in production the finished polished edges of the Goods cannot be guaranteed to be identical to the surface.</p> <p>Stone and granite by its nature is a very dense and heavy material and weighs in excess of 60 kg per square metre for 20mm depth and 90 kgs for 30mm depth. The Supplier will not therefore provide lengths in excess of 3 metres due to the possibility of damage or failure. The Supplier therefore reserves the right to add joints where they deem necessary.</p> <p>The Supplier will mix the sealing products for the joints to provide, what they consider, the closest matched colour to the stone comprising the Goods.</p>

10.0 Delivery

Delivery date, location and unloading	<p>The Supplier shall deliver the Goods to the location set out in the Order (Delivery Location) in accordance with the order.</p> <p>Delivery of the Goods will take place on the completion of unloading of the Goods at the Delivery Location.</p> <p>The target date for delivery of the Goods shall be confirmed by the Supplier after completion of the templating services. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply or delivery of the Goods.</p>
Failure to deliver	<p>If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.</p> <p>The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.</p>

Failure to accept delivery	If the Customer fails to accept delivery of the Goods on the date quoted or any other date agreed between the Customer and the Supplier, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods the Supplier shall be entitled to charge the Customer for any costs incurred by it as a result of such failure including costs of re-delivery of the Goods at a later date.
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11.0 Supply of Services and Installation

Installation services	<p>The Supply of all Services to the Customer in accordance with the Quotation provided in all material respects, will be</p> <ul style="list-style-type: none"> • using reasonable care and skill. • use of all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. • use its reasonable endeavours to avoid damage to the Customer's property
Access and site preparation	<p>The Customer shall ensure that the Supplier has access at the delivery location, and to appropriate power, lighting, fresh water and other facilities required for the provision of the Services.</p> <p>The Customer is responsible for removal of old worktops and adequate support for sinks (where required) unless otherwise agreed. If the Supplier's fitters need to carry out extra works on arrival extra charges may be incurred, these will be discussed with the Customer prior to any work being undertaken.</p> <p>The Customer is to provide free uninterrupted floor and surface areas during the provision of the Services. It is recommended that the Customer remove all kitchen doors before fitting to avoid any possible damage and allow a clear access route to the point of installation.</p>

12.0 Customer Obligations

Customer responsibilities	<p>The Customer shall:</p> <ul style="list-style-type: none"> • ensure that the terms of the Order and any other information it provides are complete and accurate; • co-operate with the Supplier in all matters relating to the Services; • provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; • prepare the Delivery Location for the delivery of the Goods and the supply of the Services; • obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and • comply with all applicable laws, including health and safety laws and the Construction (Design and Management) Regulations 2015.
Supplier performance	If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the

	<p>performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;</p> <p>The Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations; and the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.</p>
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13.0 Governing Law, General Terms and Notices

Governing Law	Any dispute or claim arising or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and in accordance with the law of England & Wales.
Jurisdiction	Each party agree that the courts of England & Wales shall have exclusive jurisdiction to settle any dispute or claim arising or in connection with this agreement, its subject matter or formation (including non-contractual disputes or claims).
Dispute resolution	<p>If a dispute arises then the parties shall follow the below procedure:</p> <ul style="list-style-type: none"> • Either party shall give written notice of the Dispute, setting out its nature and full particulars, together with relevant supporting documents. On service of the Dispute Notice, the H.L. Perfitt General Manager of the Supplier and the Customer shall attempt in good faith to resolve the Dispute; • If the General Manager and Customer are for any reason unable to resolve the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to the Head of Commercial of the Supplier who with the Customer shall attempt in good faith to resolve it; • If the Head of Commercial of the Supplier and the Customer are for any reason unable to resolve the Dispute within 10 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice. • No party may commence any court proceedings in relation to the whole or part of the Dispute until 90 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay. • If the Dispute is not resolved within 90 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 90 days, or the mediation terminates before the expiration of the said period of 90 days, the Dispute shall be finally resolved by the courts of England and Wales in this Agreement.
Entire Agreement	<p>This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.</p> <p>Each party acknowledges that in entering into this Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no</p>

	<p>claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Contract.</p> <p>Nothing in this clause shall limit or exclude any liability for fraud.</p>
Assignment and other dealings	<p>The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.</p> <p>The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Supplier.</p>
Severance	<p>If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.</p>
Waiver	<p>A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy</p>
Risk	<p>The risk in the Goods shall pass to the Customer on completion of delivery.</p>
Title	<p>Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.</p>
Notice Procedure	<p>Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office to:</p> <p>H.L Perfitt, Wherstead Park, The Street, Wherstead, Ipswich, Suffolk, IP9 2BJ</p> <p>This does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.</p>