

Terms & Conditions

1. Definitions

In these conditions "the Company" shall mean The Classroom Design Company Ltd., "the Goods" shall mean the product supplied by the Company, and "the Customer" shall mean the company, firm or person buying the goods from the Company.

2. Application of Conditions

All goods supplied by the Company are supplied on the following terms and conditions and no variation of those terms and conditions shall have effect unless expressly accepted by a director of the Company in writing. The Company's conditions exclude any other terms and conditions which the Customer may seek to impose whether or not the Customer's conditions are contained in any offer, acceptance or counter offer made by the Customer.

3. Quotations

All quotations given by the Company are subject to written acceptance by the Company on receipt of the Customer's order and a contract will only be formed when the Company has accepted the Customer's order or (if sooner) the Company procures goods for the Contract or commences manufacture of the Goods ("the Contract"), whichever is the sooner. All quotations are valid for 30 days.

4. Accuracy of Description of Goods

All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's web-site, price lists or other published matter are approximate only and none of these shall form part of any contract or give rise to any independent or collateral liability upon the Company being intended merely to present a general idea of the Goods as described therein.

5. Price

All prices quoted are the Company's current prices at the time of quotation and are net ex-works and exclusive of Value Added Tax which, if applicable shall be added to the price at the rate prevailing at the date of Tax Point. The price payable for the goods shall be the price ruling at the date of despatch and the Company shall be entitled to adjust the price of the goods at any time between the date of confirmation of order and the date of delivery of the goods, to take account of any increase in costs incurred by the Company. Where the Company agrees to deliver the Products, otherwise than at the Company's premises the Customer shall be liable to pay the Company's charges for transport, packaging and insurance, and export fees and charges.

6. Delivery

6.1 Delivery shall be deemed to have been effected when the goods leave the Company's premises.

6.2 Time for delivery is not of the essence and the Company shall not be liable for any loss or damage caused by late delivery or by non-delivery.

6.3 The Company shall be entitled to make delivery by instalments and to invoice separately for each instalment. Where delivery is made by instalments, each instalment shall be construed as the subject of a separate agreement to which all the provisions of these conditions shall (with any necessary alterations) apply.

6.4 Where the Company has agreed to deferred deliveries, such deliveries shall be accepted by the Customer within six months from the date of order. If the Customer fails to take delivery within such period, the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5 Goods which the Customer agrees to collect ex works must be collected within seven days of the Company notifying the Customer that the Goods are ready. If the Goods are not collected within this period the Company shall be entitled to invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk.

6.6 Deviations in quantity of the Goods delivered from those stated in the contract shall not give the Customer the right to repudiate the Contract, to reject the Goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of contract and the Customer shall be obliged to accept and pay at the contract rate for the quantity delivered (except insofar as the Customer has the right to reject the Goods under this Condition).

6.7 Unless otherwise expressly agreed, the Customer is responsible for unloading the delivery vehicle and for loss of or damage to the Products during the course of unloading, regardless of whether the Products are delivered by the Company or by carrier.

6.8 Any additional charge made by the carrier due to delay at the Customer's premises or refusal to accept Products ordered by the Customer from the Company shall be borne by the Customer.

7. Payment

7.1 Subject to the provisions of clause 7.4 the total price of the Goods shall be due and payable on the 30th days of the month following month of delivery.

7.2 Time for payment shall be of the essence and the Company shall be entitled to charge interest at 8% per annum above the base lending rate of National Westminster Bank PLC from the date when payment falls due until actual payment on all overdue accounts.

7.3 The Company reserves the right at any time to demand payment in advance before continuing with or delivering any order.

7.4 If the Customer fails to comply with its payment obligations the Company may withhold despatch of any part of the goods remaining to be despatched, suspend manufacture of the Goods remaining to be manufactured, suspend performance of or terminate the Contract or any Contract with the Customer and is entitled to immediate payment for all Goods delivered regardless of the length of time that has elapsed since the date of delivery.

7.5 The Customer shall not be entitled to set-off sums due to the Company any amount claimed from the Company, whether under the Contract to which the claim relate or any other contract or claim at common law or for breach of statutory duty.

8. Termination

8.1 The Company shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses and losses resulting to the Company including (but without limitation) to loss of profit or other consequential loss if:

- (a) the Customer has a bankruptcy petition presented against him or a bankruptcy order is made;
- (b) the Customer makes or seeks to make any composition or arrangement with his creditors;
- (c) the Customer makes a proposal to his creditors for a voluntary arrangement or applies for any interim order (within the meaning of Section 268 Insolvency Act 1986);
- (d) an encumbrance takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law;
- (e) a petition is presented or an order is made or a resolution is passed for the winding-up of the Customer;
- (f) a petition is presented or an order is made for an administration order to be made in relation to the Customer;
- (g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors;
- (h) the Customer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986);
- (i) a receiver or administrative receiver is appointed over any of the Customer's assets; or
- 8.12 the Customer fails to make any payment owed to the Company on the due date; or
- 8.13 the Customer fails to make payment in advance when requested in accordance with Condition 7.3 above, within 7 days of being requested to do so; or
- 8.14 the Customer fails to take delivery or to collect the Goods within 14 days of being notified by the Company that they are to be delivered or are ready to be collected; or
- 8.15 the Customer is in breach of the terms and conditions of any contract with the Company (including breach of these Conditions).

9. Risk and Property

9.1 Risk in the Goods shall pass to the Customer when the Goods are delivered or collected by the Customer or its agent.

9.2 Notwithstanding that risk in the Goods shall have passed to the Customer, title in the Goods shall not pass to the Customer until the Customer has paid the Company for the Goods and until full payment has been received by the Company under any other contract within 28 days.

9.3 Until title to the Goods passes to the Customer the Customer shall keep the Goods in good and substantial repair and condition and the Goods shall be stored in such a way as to be clearly identifiable as belonging to the Company.

9.4 The Company shall at any time be entitled to appropriate any payment made by the Customer in respect of any goods in settlement of such invoices as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer.

9.5 Failure to pay the full amount when due shall give the Company, or its employees or agents, the right to repossess the goods (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy.

9.6 A cheque given by the customer shall not be treated as payment until it has been cleared.

9.7.1 Property in goods supplied by the Company under this contract will pass to the Customer only when the goods, the subject of this contract and all other goods the subject of any other contract, between the Company and the Customer which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Customer but not paid for in full, have been paid for in full.

9.7.2 Until payment in full has been received by the Company, the Customer shall hold the goods in fiduciary capacity for the Company in a manner which enables them to be identified as the Company's goods and the Customer shall immediately return the goods to the Company should its authorised representative so request.

9.7.3 The Customer's right to possession of the goods shall cease if he does anything or fails to do anything which would entitle an administrator or administrative receiver to take possession of any assets or would entitle any person to present a petition for winding up.

9.7.4 The Customer grants the Company an irrevocable license to enter at any time any vehicles or premises occupied or occupied for the purposes of the business of the Customer for the purpose of repossessing and removing any such goods the property in which has remained vested in the Company under paragraph 1 above. The Company shall not be responsible for and the Customer will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

9.7.5 The Customer must ensure that if the goods are or become affixed to any land or building they should be capable of being removed without material injury to such land or building and to take all necessary steps to prevent title to the goods from passing to the landlord of such land or building. The customer warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.

9.7.6 Notwithstanding paragraph 9.7.2 of this clause, the Customer shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Customer shall act in the capacity of a commission agent and the proceeds of any such sale shall be held in trust for the Company in a manner which enables the proceeds to be identified as such. The Company as principal shall remunerate the Customer as commission agent a commission depending upon the surplus which the commission agent can obtain over and above that stipulated under the original contract of supply, which will satisfy the principal.

9.7.7 If the goods, the property of the Company, are admixed with goods the property of any person other than the Customer, the product thereof shall be deemed to be owned in common with that other person.

9.7.8 The Customer is licensed by the Company to process the goods but in so doing confirms a bailment for processing relationship with the Company. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of the Company as bailor.

9.7.9 If any of the materials supplied are incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until such payment has been made. Any sale of such goods shall take place upon commission agency terms. The Company as principal shall remunerate the Customer as commission agent a commission depending upon the surplus which the commission agent can obtain over and above the price which will satisfy the principal.

10. Inspection/Shortages

10.1 The Customer shall inspect the Goods on delivery or on collection as the case may be. 10.2 In all cases where the Customer complains of defects or shortages, the Company shall without prejudice to the question of liability generally be under no liability in any event if it has not been given an opportunity to inspect the goods before they have been used by the Customer.

10.3 In respect of damage to all or part of the Goods or loss of part of the Goods comprised in the Contract notification must be made to the Company within 3 days of delivery of the Goods and separately to the Carrier within the period stipulated by the Carrier's terms of carriage for claims against the Carrier. It is agreed that these time limits constitute a reasonable opportunity to examine the goods, and a reasonable time to intimate rejection.

11. Guarantee

The following sets out the Customer's rights in respect of any loss or damage of the Goods (or Services) or for any statements made by only the Company. Please read carefully.

The Customer should obtain insurance against any losses it may sustain.

11.1 The Company warrants that it has title to and the right to sell the goods.

11.2 If the Customer establishes to the Company's reasonable satisfaction that:

- (a) there is a defect in the materials or workmanship of the Goods (or Services); or
- (b) where the Company has supplied designs, drawings operations and other data relating to the Goods (or Services), there is a defect in the design of the Goods (or Services); or
- (c) where the Customer has supplied designs, drawings, specifications and other data relating to the Goods, there has been a failure by the Company in relation to the conformity of the Goods with the Contract; then the Company shall at its option either:
 - (i) repair or make good such defect or failure in the Goods free of charge (including all costs of transportation of the goods to and from the parties for that purpose) to the Customer; or
 - (ii) in relation to such defective Goods or failure re-supply goods which are in all respects in accordance with the Contract; or
 - (iii) issue a credit note to the Customer in respect of any defective Goods for such amount as is reasonable; subject in every case to the remaining provisions of this Condition.

11.3 Paragraph 11.2 of this Condition ("The Guarantee") shall not apply notwithstanding any other statutory obligations.

(a) unless the Customer notifies the Company in writing of the alleged defect or failure immediately upon first becoming aware of it and in any event within 6 months of the delivery of the Goods to the Customer under the provisions of Condition 6; and

(b) unless the Customer returns to the Company as soon as reasonably practicable after first becoming aware of the alleged defect or failure (and before the Customer has used the Goods) a sample of the Goods where practicable, carriage paid by the Customer, for inspection examination and testing and otherwise permit the Company to have access to the Goods at the Customer's premises or other location where they may be for such purposes.

11.4 If the Company elects to replace the Goods it shall deliver the replacement Goods to the Customer at the Company's own expense at the address at which the defective or failed goods were located and the title to the replaced Goods shall (if it has vested in the Customer)

11.5 The Guarantee is in substitution for any other of the Customer's legal remedies in respect of the alleged defect or failure and the Company's liability shall in all such cases, and for all such purposes be limited to the obligations imposed by the Guarantee, except for and to the extent of any obligation the Company may have expressly accepted in writing, provided that such acceptance has been given by a director of the Company.

11.6 Nothing contained in this Condition 11 shall operate so as:

(a) to exclude the Company's liability for death or personal injury resulting from its or employees' or agents' negligence.

(b) to exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979.

12. Limitation of Liability

12.1 Except to the extent provided in the Guarantee any term, condition, warranty, representation or undertaking on the Company's part as to the quality of the Goods or their fitness or suitability for any purpose or the standard of workmanship however and whenever expressed or which may be implied by statute custom of the trade or otherwise is hereby excluded and the provisions of Section 13 to 15 inclusive of the Sale of Goods Act 1979 (as amended) shall not apply to the Contract except where the Customer deals as consumer within the meaning of Section 12 of the Unfair Contract Terms Act 1977.

12.2 Except to the extent provided by the Guarantee (and as set out in 11.3) the Company shall not be liable to the Customer in Contract, tort or for breach of statutory duty for any direct loss or damage in excess of the value of the defective or failing Goods which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in relation to the Goods and/or the performance of the Contract by the Company or the Company's employees or agents.

For the purpose of this sub-clause, the expression "direct loss" means the cost of procuring additional Goods and Services to ensure accordance with the agreed specification or sample, or additional labour, material or other charges associated with such additional Goods and Services; and damage to the Customer's property caused by defects in either the Goods (or Services).

12.3 Except to the extent provided by the Guarantee the Company shall not be liable to the Customer in Contract, tort or for breach of statutory duty for any indirect or consequential loss (including economic loss) of any kind whatsoever, which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in relation to the Goods and/or the performance of the Contract by the Company or its employees or agents.

For the purpose of this sub-clause, the expression "consequential loss" includes (but is not limited to) loss of profits, loss of the Customer's business, the Customer's contracts, loss of anticipated savings in costs or expenses, losses arising from failure of the Goods or Services such as Loss of profit on work lost or wasted management time, third party losses due to delays in supplying the Goods or Services and any special damages.

12.4 Nothing in these Conditions shall impose on the Company any liability in respect of any representation suggestion or comment with regard to the Goods made by the Company or its employees or agents in the course of any negotiations between the Company and the Customer leading to the making of a Contract unless the Company has expressly agreed in writing that such representation shall be a term of the Contract.

13. Indemnity

The Customer shall keep the Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the customer in connection with the use or storage or sale of the Goods.

14. Designs etc.

14.1 Where the goods are made to a specification, instruction, or design supplied by or on behalf of the Customer: 14.1.1 the Customer is responsible for the suitability and accuracy of the specification, instruction, design or drawing (even where finally produced by the Company);

14.1.2 the Customer shall indemnify the Company against infringement of any third party's intellectual property rights in the specification, instruction, design or drawing.

14.2 Copyright, design right and any other intellectual property rights in all drawings, designs and the like prepared by or for the Company rests in the Company. For the avoidance of doubt, the Customer shall not acquire any rights in any designs produced by the Company, whether the designs were made bespoke for the Customer or otherwise.

14.3 The Customer shall not be permitted to use the designs provided by the Company with any third party without the Company's written consent.

15. Installation

15.1 The Company shall provide installation of the Goods to the Customer where requested in accordance with the details provided in the installation questionnaire in all material respects.

15.2 The Company shall use all reasonable endeavours to meet any performance dates for installation set out in the installation questionnaire, but any such dates shall be estimates only and time shall not be of the essence for the performance of installation.

15.3 The Company warrants to the Customer that the installation will be provided using reasonable care and skill.

- (a) ensure that the details provided in the installation questionnaire are complete and accurate;
- (b) co-operate with the Company in all matters relating to installation;
- (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Company to provide the installation;
- (d) prepare the Customer's premises for the installation of the Goods; 15.5 If the Company's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation:

(a) the Customer shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Clause 15; and

(b) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer's failure to perform its obligations.

16. Assignment

The Customer shall not assign nor transfer nor purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other company or person whatsoever.

17. Force Majeure

The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside the Company's control including, for example, acts of God, war, riot, explosion, abnormal weather, fire, flood, strikes, lock outs, government action or regulations (UK or otherwise), delays by suppliers, accidents and shortages of materials, labour or manufacturing facilities.

18. Cancellation

No cancellation by the Customer is permitted unless expressly agreed by a director of the Company in writing. In the event of cancellation the Customer will indemnify the Company fully against all expenses incurred by the Company together with liquidated damages of 15% of the contract price.

19. Waiver

Waiver by the Company of any breach of these conditions, or any grant of time or indulgence by the Company to the Customer, shall in no way derogate from the Company's rights hereunder.

20. Severability

If at any time, any part of these Conditions (including any one or more of the clauses of these Conditions or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provision of these Conditions shall not in any way be affected or impaired as a result of the omission.

21. Notices

21.1 Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in the contract shall be:

21.1.1 in writing and given to the party for whom it is intended at their registered or main office or last known address, and

21.1.2 given by registered or recorded delivery post or email and shall be deemed to have been received 5 days after posting or 1 day after transmission as the case may be.

22. Jurisdiction

All contracts between the Company and the Customer shall be governed and be construed in accordance with English Law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English courts.