

These Terms and Conditions of Sales apply to and are deemed to be part of all proposals, quotations, offers, tenders and contracts relating to the supply of goods/services by ADDoffice Limited

1. Definitions of Terms and Conditions

"We", "Us", "Our" or "the Company" and "AO" shall mean **ADDoffice Ltd**

"You", "Your", "Client" or "the Customer" shall mean the person, firm, company, organisation to whom the contract is concluded

"Client Representative" means any person authorised by the client to act on its behalf in connection with AO's work at the clients premises.

"Contract" means a written agreement relating to the supply of goods and/or services that has been agreed and confirmed by both AO and the client

"Goods" shall mean any office furniture, equipment or associated goods offered for sale or supply by the company

"Services" shall mean the provision of any relocation, refurbishment or associated services offered for sale, rental or supply by the company

"Deliverable" means all or an agreed part of the goods and/or services specified in the contract

"Practical Completion" means that point in time recognised in law, when AO has delivered a deliverable or a proportion of same in accordance with the Contract and arrangements have been made with the Client to clear any outstanding snags.

"Proposal" means an invitation to treat based on AO's current understanding of the clients proposal not to be confused with a Quotation

"Purchase Order" means a confirmed order to purchase goods and / or services issued by a duly authorised person on behalf of the Client and accepted in writing by AO as part of a contract, the issuing of a purchase order signifies that the client has read and accepted these Terms & Conditions.

"Quotation" means a written invitation to treat signed by AO. Prices are intended to be valid for 30 days but are subject to change without notice – All Quotations include copies of these Terms & Conditions.

"Scope of Work" means a summary of the goods and/or services which will be supplied by AO subject to contract and as agreed by the client.

"Snag" means a defect, error or omission relating to a deliverable that does not materially impact on the Clients ability to have beneficial use of that Deliverable.

"Specification" means a part of a Proposal, Quotation or Contract that defines a Deliverable

"Sub-Contractor" means a third party who supplies goods or services to or on behalf of AO

2. Terms and Conditions

- 2.1. These conditions set out the only conditions of which the company is prepared to enter into a contract with you
- 2.2. the conditions will supersede and apply to the complete exclusion of any other terms or conditions
- 2.3. These may not be varied or amended without written agreement and consent by a Director of AO Ltd

3. Termination of Contracts/Orders/Deliveries

- 3.1. Either party may terminate the contract with immediate effect by written notice to the other party if:
 - 3.1.1. The other party commits a material breach of the contract and does not remedy the breach within 20 days of written notice of the breach being given by the non-defaulting party
 - 3.1.2. An order is made for the dissolution or winding up of the other party except for the purposes of amalgamation, merger or reconstruction
 - 3.1.3. The other party becomes insolvent or makes any special arrangements for the benefit of its creditors, or is the subject of a voluntary or involuntary filing under the insolvency or bankruptcy laws of any jurisdiction
- 3.2. The client may terminate the contract without cause by giving AO 30 days notice in writing
- 3.3. In the event the client terminates the contract, the client will pay to AO on demand:
 - 3.3.1. The full price of any goods, services or deliverables for which Practical completion has been achieved or where goods have been ordered from the manufacturer in line with the Clients Purchase order – AO will use their best endeavours to return the goods however this not guaranteed and even if successful a Returns & Admin charge will be levied.
 - 3.3.2. An amount equivalent to the costs incurred by AO in connection with deliverables for which Practical Completion has not been achieved at the time of termination including labour at the rate of £35 per hour.

4. Prices and Payment Terms

- 4.1 AO will not place an order for any goods for and on behalf of any Client unless a duly authorised Purchase Order has been received. Electronic transmissions will be accepted but will need to be confirmed via "hard copy".
- 4.1 Prices may be included in a contract by reference to a quotation or to a purchase order that has been accepted by AO -
- 4.2 AO will invoice Clients for all outstanding amounts in accordance with the contract
- 4.3 All quoted prices are shown exclusive of VAT which will be added to all invoices at the appropriate rate.
- 4.4 Unless agreed otherwise, 50% of order value must be received by AO prior to goods being ordered from the manufacturer. The remaining balance is to be paid within 7 days prior to installation unless otherwise agreed with AO. All new clients will be subject to these initial payment terms.
- 4.5 In certain circumstances, at the discretion of the Company, a 100% pre payment will be required prior to any goods being placed on order.
- 4.6 If the Client requests any changes to the agreed delivery date PS reserves the right to charge a storage fee. This fee will be based on a minimum of 1 week and be charged on a pro-rata basis for any additional time – a handling / delivery & collection charge will also be applied .
- 4.7 In the case of Building Works or Contracts valued in excess of £20,000 nett the company will require stage payments; this will comprise of an initial sum followed by regular payments throughout the course of the contract, this will also apply to any goods stored off site on behalf of the Client
 - 4.7.1 Prior to Practical Completion, on Building Contracts a snagging schedule will be produced and agreed by the Client with a projected timetable for completion, once completed the outstanding balance, which will equate to no more than 12.5% of the total Contract value will be settled.
- 4.8 Legal Title of the Goods and Services supplied will remain with AO until such time as payment in full has been received.
- 4.9 The Company reserves the right to charge interest on any outstanding balances after 30 days, a rate of 4% over the Bank of England base rate will be applied.

5. TO's Responsibilities

- 5.4 TO will:
 - 5.4.1 Fulfil its obligations under the relevant Construction, Design and Management regulations (CDM regulations)
 - 5.4.2 Supply, install and test each deliverable such that it is complied with relevant Commercial Standards and in accordance with the Health and Safety at Work regulations.
 - 5.4.3 Give the client notice of any expected delays as soon as possible in delivering any deliverable
 - 5.4.4 Present each deliverable to the client for acceptance at Practical Completion and document agreed actions to resolve outstanding Snags
 - 5.4.5 Clear all snags that were identified and documented prior to Practical Completion

6. Clients' Responsibilities

- 6.4 The client shall
 - 6.4.1 Fulfil its obligations under relevant Construction, Design and Management regulations (CDM regulations) and in accordance with the Health and Safety at Work regulations.
 - 6.4.2 Give AO and its subcontractors full and free access to premises and parking where possible
 - 6.4.3 Provide AO with an official Purchase Order – electronic transmissions will be acceptable but they must be confirmed by a "hard copy". AO. Will not be under any obligation to order the products until a Purchase order has been received.
 - 6.4.4 Secure and protect the property of AO and its subcontractors at the clients premises as it would its own property
 - 6.4.5 Give AO notice of circumstances that are likely to impact upon AO's ability deliver, install and test a deliverable
 - 6.4.6 Accept each deliverable at Practical Completion and agreed reasonable actions to resolve outstanding snags
 - 6.4.7 Acknowledge the clearance of the Snags that were identified and documented prior to or at Practical completion

7. Delivery and Installation

- 6.5 Delivery and Installation charges will be applied.
- 6.6 Assembly and installation take place at point of use.
- 6.7 Assembly excludes wiring cable management
- 6.8 The Company Health & Safety policy and procedure provisions will be strictly enforced. Any site that fails to meet the stringent requirements will be considered unsafe and as a result the installation will cease. In this situation AO accepts no financial liability and its contractual obligations no longer apply.

7 Delivery Conditions

- 7.4 Installation will only take place on a clear site.
- 7.5 Where available please ensure lifts are in working condition for our installers
- 7.6 Other work likely to cause interference is completed before installation (e.g. carpet fitting, decoration)
- 7.7 **All Parking penalties will be passed onto the client at cost**

8 Wood Veneers and Finishes

- 8.4 While AO strive to achieve excellent colour matching, real wood veneer is a natural product and shade matching cannot be guaranteed.
- 8.5 Exposure to natural light will alter wood colour over a period of time.
- 8.6 Finishes shown on this website may have been altered in the publishing process and should therefore only be used as a guide.

10. Distance Selling Regulations 2000

AO is by definition and practice a B2B supplier of goods and services, it does not have any system in place that are specified under the Distance Selling Regulation, therefore the Distance Selling Regulations and conditions do not apply.

11. Returns Policy

AO is not under any obligation to take back, exchange or refund any goods that have been supplied to a purchaser's specification and that have been accepted and signed for by the purchaser or their representative. If goods have been supplied that contravene the confirmed purchase order these goods will be exchanged, refunded or removed at no charge by AO

12. Guarantee

A number of products purchased from AO carry a 5 year manufacturers guarantee; further details available upon request.

Registered Office

Upper Deck, Admirals Quarter, Portsmouth Road, Thames Ditton, Surrey
KT1 0XA

All Contracts shall be governed by the Laws of England & Wales, however no Conditions shall prejudice any statutory rights of the buyer or seller.