

These Terms and Conditions shall apply to the agreement between W Smithers and Sons Ltd of Old Mill Yard Cowden Edenbridge Kent TN8 7JJ ("WS&S") and the Customer ("you") as specified on the order form.

1. Orders - WS&S accepts orders for their Services in writing, by telephone or orally. WS&S shall prepare and submit a Quotation to you. Any variation must be accepted by WS&S before being binding upon them. You must accept the Quotation in writing. The Fee does not include the cost of removing any dangerous waste materials that WS&S could not reasonably identify when it gave the quote.

2. Fees and Payment - The Fee shall include the price payable for the Services and for the estimated parts and other products required to render the Services. You shall if required pay for materials in advance. If additional products are required the final Fee shall be adjusted to reflect this. WS&S shall invoice you either in interim payments or when the provision of the Services is complete. All invoices must be paid within 14 days of receipt by you. Any unpaid sums shall incur interest on a daily basis at 3% above the base rate of the Bank of England at the time of invoice.

Payment can be made by direct or credit card. Credit cards are subject to an additional 3.5% charge

3. Services - Prior to the start of the job WS&S shall carry out a full inspection of the property. WS&S may provide sketches, plans, diagrams or similar documents which are intended for illustrative purposes only. Inasmuch as is reasonably possible, WS&S shall ensure that no work done will have any effect on the property outside of the work area and that it complies with all relevant codes of practice. If any damage is done by WS&S during the course of the job WS&S shall make good that damage. Time shall not be of the essence in the rendering of the Services.

4. Defects - Under no circumstances will WS&S be responsible for any defects which result from existing conditions or the work of third party Contractors over which it has no control. Should any such defects result in increased cost to WS&S it will invoice accordingly.

5. Your Obligations - If any consents, licenses party wall agreements or other permissions are needed from any third parties it shall be your responsibility to obtain the same in advance of the commencement of the Services. You hereby warrants that you have given WS&S all the information necessary for the proper performance of the Services. You shall ensure that WS&S can access your property and access electrical outlets and a supply of hot and cold running water.

You shall ensure that the work area is kept clear of furniture, fixtures and fittings and out of use for the duration of the job unless otherwise directed by WS&S and warrant you will observe all relevant health and safety rules and will comply with any additional instructions given by WS&S. You must give WS&S at least 24 hours notice if WS&S will be unable to provide the Services on a particular day or at a particular time. If less than 24 hours notice is given WS&S shall invoice you at its normal rate.

6. Cancellation - The following shall apply to cancellation or rescheduling:

If you cancel the job more than 28 days before the agreed commencement date WS&S shall issue a full refund of all sums paid, less any expenses already incurred by WS&S. If you cancel the Job less than 28 days but more than 14 days before the agreed commencement date WS&S shall refund any sums paid. If you cancel the job less than 14 days before the agreed commencement date WS&S shall retain all sums paid and any outstanding sums re expenses or otherwise shall become immediately payable. No refund shall be issued. If you reschedule the job less than 14 days before the agreed commencement date WS&S shall retain all sums paid and any outstanding sums re expenses incurred or otherwise shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees on the rescheduled job. WS&S may cancel the job at any time before the agreed commencement date and shall refund all sums paid.

7. Liability, Indemnity Insurance and Ownership - WS&S's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £1 million. WS&S is not liable for any loss or damage suffered by you which results from your failure to follow any instructions given by WS&S. Nothing in these Terms and Conditions shall limit or exclude WS&S's liability for death or personal injury. WS&S shall in no instance be responsible for any consequential loss or damage suffered by you. You shall indemnify WS&S against any costs, liability, damages, loss, claims or proceedings arising out of your failure to meet any of its obligations or any other breach of these Terms and Conditions.

Risk in any goods supplied shall pass to you upon the goods being delivered to your premises. You shall examine the goods on delivery and WS&S shall not accept any liability for any damage or fault in the goods unless you advises them in writing within 48 hours of delivery or installation of the goods (subject to any warranty thereon). If you fail to comply with this clause the goods shall be deemed to be in accordance with the contract. WS&S liability in the event of damage or fault shall be limited to repair or replacement of the goods which prove to be defective, the choice of remedy to be at their discretion.

WS&S shall retain ownership of the goods until they have received full payment. Until such time you shall keep and retain the goods free from any charge lien or other encumbrance and shall insure them for their full

replacement value against any loss or damage. You hereby irrevocably authorises WS&S to enter your premises to repossess the goods in the event of non-payment.

8. Guarantee - WS&S guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the job. If any defects in the product of the Services appear during the guarantee period set out above WS&S shall rectify any and all such defects at no cost to you.

9. Confidentiality - Except as provided herein or as authorised in writing by the other Party, each Party shall during the continuance of the Agreement and for two years after its termination keep confidential all Confidential Information, not disclose any Confidential Information to any other party and not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement.

Either party may disclose any Confidential Information to any sub-contractor or supplier of that Party any governmental or other authority or regulatory body or any employee or officer of that Party to such extent only as is necessary for the purposes contemplated by the Agreement or as required by law. This Clause shall continue in force notwithstanding the termination of the Agreement for any reason.

10. Force Majeure - No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay is beyond the reasonable control of that Party.

11. Termination - Either Party may immediately terminate the Agreement by giving written notice to the other Party if any sum owing is not paid within 14 business days of the due date for payment or the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 14 business days after being given written notice or if an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, or any of the property or assets of that other Party or if the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986) or if the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement) or if the other Party ceases, or threatens to cease, to carry on business. The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party.

12. General - Upon the termination of the Agreement for any reason any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable. All Clauses which are capable of surviving termination shall remain in full force and effect. Termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have. No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision. Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time. The Agreement shall be personal to the Parties. However, WS&S shall be entitled to perform any of the obligations undertaken by it through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of WS&S. Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement. All notices under the Agreement shall be in writing and signed by, or on behalf of, a duly authorised officer of the Party giving the notice. Notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party. The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties. Each Party acknowledges that it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

The Agreement and these Terms and Conditions shall be governed by the laws of England and Wales.