

<u> Urban Bespoke Interiors Limited - Standard Terms & Conditions.</u>

1. QUOTATION & VALIDITY

- 1.1 This quotation is based on the information provided in the client's initial enquiry, together with any assumptions and recommendations made by Urban Bespoke Interiors Limited to meet the project requirements.
- 1.2 The quotation is valid for 30 days from the date of issue.
- 1.3 Amendments to the quotation must be submitted in writing.
- 1.4 Samples and further product specifications are available upon written request.
- 1.5 Images provided are for illustrative purposes only and may not accurately represent the final finish. Colours may vary from imagery.

2. SCOPE OF WORKS

- 2.1 The quotation includes only the supply and delivery of items specified; it excludes any on-site work such as installation, assembly, or appliance fitting unless expressly stated in the quotation.
- 2.2 Pricing excludes costs related to moving or distributing materials beyond kerbside delivery. Vertical and horizontal transportation of goods within the property is the client's responsibility.
- 2.3 Standard inclusions: space plugs, wall hanging brackets, plinth clips, adjustable kitchen feet, shelf pins, worktop connecting bolts, jointing compound (where required), and self-adhesive bumper stops.
- 2.4 Any additional fixings not listed above are to be supplied by the client or their appointed contractor.
- 2.5 A tolerance of ±1mm per cabinet is deemed acceptable.

3. SITE SURVEY, MEASUREMENTS & DRAWINGS

- 3.1 The Supplier may carry out a site survey and take measurements at the Customer's request upon confirmation of an order.
- 3.2 All drawings, designs, and measurements must be formally signed off by the Customer in writing before manufacture begins.
- 3.3 Manufacture will not commence until written sign-off is received. This ensures all specifications are correct and avoids disputes after production.
- 3.4 Once signed off, the Customer accepts full responsibility for the accuracy of all measurements and specifications.
- 3.5 Any changes requested after sign-off may affect lead times and will be chargeable in full.
- 3.6 Additional site visits requested by the Customer, or required due to unverified or changed measurements, will be chargeable at the Supplier's prevailing rate, confirmed in writing at the time of occurrence. This rate will reflect the personnel involved and any associated travel costs.



3.7 No allowances are made for plumbing or electrical works, other than the supply of a sink waste kit where a sink is provided, or electrical components specifically stated in the quotation. The Supplier accepts no responsibility for the specification, supply, suitability, compatibility, or performance of any third-party or Customer-supplied materials or components, whether fitted by the Supplier or others, unless expressly agreed in writing.

4. PROJECT TIMELINE & LEAD TIME

- 4.1 Upon order confirmation, Urban Bespoke Interiors Limited will provide an indicative programme including key dates for mobilisation, manufacture, delivery, and fitting (if applicable).
- 4.2 A standard 4-week lead time is required from receipt of signed agreement to commencement of manufacturing. Requests for shorter lead times must be made at order confirmation and will be subject to feasibility.

5. PAYMENT TERMS

- 5.1 All orders require a 50% deposit payable upon acceptance of the quotation and prior to any procurement of materials or commencement of manufacture. No order will be processed, scheduled, or manufactured until the deposit has been received in full in cleared funds.
- 5.2 The remaining 50% balance will be invoiced upon delivery of the Goods and written confirmation that the Goods have been received in acceptable condition, in accordance with clause 6.2. The balance invoice is payable within 7-14 days of the invoice date (the specific payment period will be stated on the invoice).

Goods may be unloaded and delivered prior to payment of the balance; however, title to the Goods shall not pass to the Customer until the balance has been paid in full in cleared funds, as per clause 6.5.

- 5.3 Where the Customer requires delivery within four (4) weeks of quotation acceptance, the order must be paid in full (100%) prior to commencement of manufacture, due to accelerated procurement and production requirements.
- 5.4 Where offered, a 2.5% early payment discount may apply to the deposit invoice only. This discount is strictly conditional upon the deposit being paid in full and by the due date stated on the deposit invoice. If the deposit payment is not received by the due date, the discount will be automatically withdrawn and the deposit invoice will revert to the full value. No early payment discount applies to any other invoice, including balance, milestone, variation, or final account invoices.
- 5.5 Urban Bespoke Interiors Limited operates a standard 50/50 payment structure. No alternative payment terms, staged payments, phased payment schedules, or extended credit arrangements shall apply unless expressly agreed in writing by the Supplier prior to order acceptance. Any such agreement must be confirmed in writing and will form part of the order agreement.
- 5.6 Payment of a deposit constitutes acceptance of these Terms & Conditions.
- 5.7 Delivery dates will be scheduled based on the Customer's compliance with the payment terms set out in this section. Where Goods are delivered prior to payment of the final balance (as outlined in clause 5.2), title to the Goods shall remain with the Supplier until all outstanding payments have been received in full in cleared funds, in accordance with clause 6.5.
- 5.8 In addition to statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the Customer shall indemnify the Supplier for all costs and expenses (including legal fees, debt recovery agency fees, and administrative costs) incurred in recovering overdue sums.



6. DELIVERY & RETENTION OF TITLE

- 6.1 Delivery is kerbside only. The Customer must make appropriate arrangements for moving items to their final location.
- 6.2 The Customer (or their representative) must inspect Goods at the time of delivery. Any damages, shortages, or defects must be noted on the delivery sheet before signing. Once signed, the Goods will be deemed accepted in full and no subsequent claims will be considered.
- 6.3 Missed deliveries may incur a discretionary redelivery charge, payable prior to rescheduling.
- 6.4 Where delivery or fitting is delayed due to the Customer's request, site inaccessibility, or other Customer-controlled factors, the Supplier reserves the right to store the Goods at the prevailing storage rate until delivery/fitting can be completed. Storage charges will be confirmed in writing at the time they are applied.
- 6.5 Title to the Goods shall not pass to the Customer until Urban Bespoke Interiors Limited has received payment in full (in cleared funds) for all sums due. Until such time, the Customer shall:

store the Goods separately, clearly marked as the Supplier's property;

not pledge, sell, or otherwise dispose of them; and

permit the Supplier to enter the premises to repossess the Goods without liability.

6.6 If the Goods are resold before payment, the Supplier's interest shall attach to the proceeds of sale.

7. SITE FITTING (WHERE APPLICABLE)

- 7.1 Scope of Works: Where the Supplier has agreed to supply and fit Goods, the fitting works shall be carried out in accordance with the written specification agreed between the Supplier and the Customer. Any variation outside the agreed specification will be chargeable at the prevailing rate.
- 7.2 Site Access & Readiness: The Customer shall ensure the site is ready, safe, and accessible on the agreed fitting date(s), with all preparatory works complete, and adequate parking/unloading available.
- 7.3 Delays & Abortive Visits: If fitting cannot commence or be completed due to site inaccessibility, incomplete preparatory works, or other Customer-controlled factors, the Supplier reserves the right to charge for wasted time, travel, additional visits, and storage as outlined in clause 6.4.
- 7.4 Services & Facilities: The Customer shall provide, free of charge, access to electricity, lighting, clean water, toilet facilities, and safe storage for tools/materials during works.
- 7.5 Damage & Limitations: The Supplier will take reasonable care when fitting Goods but shall not be liable for pre-existing faults, or incidental damage to surfaces where such damage is unavoidable during fitting.
- 7.6 Inspection & Sign-off: On completion of fitting, the Customer (or authorised representative) must inspect the work and sign a Fitting Completion Form. Once signed off, any further alterations will be treated as chargeable variations.
- 7.7 External Delays: The Supplier shall not be liable for any delay to the Customer's overall project timeline caused by late delivery of third-party items, restricted site access, or changes requested during installation.
- 7.8 All variations and additional works must be confirmed in writing (email is acceptable) and approved by the Supplier before commencement. Variations not approved in writing will not be actioned.



8. WARRANTY

- 8.1 Appliances supplied by Urban Bespoke Interiors Limited are covered solely by the manufacturer's warranty, the details of which will be provided to the Customer with the product documentation. Urban Bespoke Interiors Limited does not provide any additional warranty beyond the manufacturer's terms.
- 8.2 Goods manufactured by Urban Bespoke Interiors Limited (including cabinetry, joinery, and bespoke interiors) are supplied with a 5-year warranty against defects in materials and workmanship, provided they are used and maintained in accordance with normal residential or commercial standards.
- 8.3 This warranty does not cover normal wear and tear, misuse, accidental damage, or defects arising from third-party or Customer-supplied materials or components not provided by the Supplier.

9. CANCELLATION POLICY

- 9.1 Orders are non-cancellable once manufacture has commenced.
- 9.2 If an order is cancelled prior to completion, the Customer remains liable for all materials, labour, and costs incurred to the date of cancellation.

10. EXCLUSIONS & LIMITATIONS

- 10.1 Urban Bespoke Interiors Limited accepts no responsibility for removal of waste products, packaging, or offcuts.
- 10.2 No returns or refunds will be accepted once a quotation/drawing has been signed off.
- 10.3 No responsibility is accepted for variations in colour or finish between samples/imagery and the delivered product.
- 10.4 The Supplier's liability shall be limited to the price of the Goods supplied.
- 10.5 The Supplier shall not be liable for indirect, incidental, or consequential losses, including loss of profit, business interruption, or delays caused by factors beyond its control.

11. FORCE MAJEURE

11.1 Urban Bespoke Interiors Limited shall not be liable for any delay or failure to perform any of its obligations caused by events beyond its reasonable control, including but not limited to extreme weather, strikes, supply chain disruptions, pandemics, epidemics, government-imposed restrictions, or acts of God.

12. INTELLECTUAL PROPERTY

- 12.1 All designs, drawings, and specifications provided by Urban Bespoke Interiors Limited remain its intellectual property and must not be reproduced, shared, or used for any other purpose without written permission.
- 12.2 The Supplier reserves the right to charge a fee where designs are used without prior written consent.

13. COMMUNICATION OF INSTRUCTIONS

- 13.1 All instructions, variations, and approvals must be provided in writing (letter or email to an authorised company email address).
- 13.2 Communications via WhatsApp, SMS, telephone calls, or in-person discussions are not deemed formal instructions unless subsequently confirmed in writing.



13.3 The Supplier shall not be held liable for any errors, delays, or omissions arising from instructions given via informal communication channels.

14. DISPUTE RESOLUTION

- 14.1 Any disputes or claims must be raised in writing within 14 days of the event giving rise to the dispute.
- 14.2 The parties shall first attempt to resolve disputes amicably.
- 14.3 If unresolved, the parties agree to submit the dispute to mediation (or, if agreed, arbitration) before commencing court proceedings.

15. GOVERNING LAW & JURISDICTION

- 15.1 These Terms & Conditions are governed by and construed in accordance with the laws of England and Wales.
- 15.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

16. ACCEPTANCE

- 16.1 Placing an order, paying a deposit, or accepting delivery of the Goods constitutes acceptance of these Terms & Conditions.
- 16.2 It is the Customer's responsibility to raise any requested amendments in writing prior to placing an order.



BESPOKE INTERIORS