

SARAH LATHAM LTD T/A ETONS OF BATH

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

CDM Regulations 2015: The Construction (Design and Management) Regulations 2015.

Commencement Date: has the meaning given in clause 3.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 23.

Contract: the contract between the Supplier and the Client for the supply of Goods and/or Services comprising these Conditions, the Fee Proposal, the Service Specification and (where applicable) the Inventory.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

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

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Delivery Location: has the meaning given in clause 5.2.

Extras: means in relation to any Order, additional Services and Goods outside the scope of the Fee Proposal and Inventory and agreed by the parties in writing (including but not limited to additional sets of revisions, rendered visuals, audits of furniture or artwork, ad-hoc requests, post design site visits and expenses incurred by the Supplier).

Fee Proposal: a document setting out the scope of the Services and applicable fees including the Design Fees and/or the estimated costs of the Goods or extra services (as the case may be).

Force Majeure Event: has the meaning given to it in clause 22.

Goods: the goods (or any part of them) set out in the Order.

Initial Design Fee: the fee payable by the Client for the design concepts and design development created by the Supplier.

Inventory: a list of the Goods selected by the Client, including any relevant plans, drawings and the cost of each item by room, that is agreed in writing by the Client and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Model Cancellation Form: The Contract cancellation form to be completed by the Client and returned to the Supplier marked for the attention of Sarah Salter at 10 Eastrip Lane, Colerne, SN14 8AX

Order: The Client's order for the supply of Goods and/or Services comprising the Fee Proposal and Inventory.

Principal Designer: a designer appointed under regulation 5(1)(a) of the CDM Regulations 2015 to perform the specified duties in regulations 11 and 12 of the CDM Regulations 2015.

Services: the interior design, advisory, procurement and project coordination services supplied by the Supplier to the Client as set out in the Fee Proposal and Service Specification.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Client as set out in the Order.

Supplier: Sarah Latham Limited T/A Etons of Bath registered in England and Wales with company number 05735562 whose registered office is situated at 10 Eastrip Lane, Colerne, SN14 8AX

Supplier Materials: has the meaning given in clause 9.1(h).

UK 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.

1.2 In these Conditions:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- e) A reference to writing or written includes fax and email.

2. Supplier Information

2.1 The Client can contact the Supplier by telephoning [07887552052](tel:07887552052) between 10:00 – 17:30 (Monday to Friday inclusive) or by writing to the Supplier at either 10 Eastrip Lane, Colerne, SN14 8AX or sarah@etonsofbath.com

3. Basis of Contract

- 3.1 The Order constitutes an offer by the Client to purchase Goods and/or Services in accordance with these Conditions.
- 3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (Commencement Date).
- 3.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 3.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 calendar days from its date of issue.
- 3.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 3.7 The Supplier's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Supplier in writing.
- 3.8 Any typographical, clerical or other omission in any quotation, price list, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4. Goods

4.1 The Goods are described in the Inventory

4.2 The Client shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Inventory. This clause 4.2 shall survive termination of the Contract.

4.3 The Supplier reserves the right to amend the Inventory if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Client in any such event.

4.4 The Client shall ensure that it informs the Supplier as soon as reasonably practicable, and in any event, prior to the Supplier placing any order for Goods on the Client's behalf, if the Client purchases, or intends to purchase any Goods listed in the Inventory without the assistance of the Supplier.

4.5 If the Client fails to comply with its obligations set out in clause 4.4 and the Supplier has placed an order for Goods on behalf of the Client, the Client shall be responsible for the invoice in respect of such

Goods and the Supplier shall not be liable for the payment of the invoice, any costs or losses sustained or incurred by the Client arising from the Client's failure to comply with its obligations set out in clause 4.4.

5. Delivery of Goods

5.1 The Supplier shall ensure that:

- a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- b) it states clearly on the delivery note any requirement for the Client to return any packaging material to the Supplier. The Client shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Client's expense.

5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Client that the Goods are ready.

5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

5.4 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 Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. 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 Client's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

5.6 If the Client fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Client that the Goods are ready, 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:

- a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Client that the Goods were ready; and
- b) the Supplier shall store the Goods until delivery takes place and charge the Client for all related costs and expenses (including insurance).

5.7 If ten Business Days after the day on which the Supplier notified the Client that the Goods were ready for delivery the Client has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

5.8 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Client may not reject them, but on receipt of notice from the Client that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

5.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

6. Manufacturer's Warranties and Guarantees

- 6.1 The Client acknowledges that the Supplier has not manufactured or developed the Goods and that the Supplier does not provide the Client with any warranty relating to the Goods but the Supplier shall upon written request provide details of any manufacturer's warranty or guarantee (if any) that relates to the Goods to the Client.
- 6.2 If the Client provides written notice to the Supplier of any fault in the Goods within 24 hours of the Client's discovery of such fault, the Supplier shall use its reasonable endeavours to assist the Client to communicate with the manufacturer of the Goods regarding the defective Goods having regard to the terms of the manufacturer's warranty or guarantee (if any).
- 6.3 The Client acknowledges that the Supplier shall not be liable for defects in respect of the Goods if:
- a. the defect arises because the Client failed to follow the Supplier's oral or the manufacturer's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - b. the defect arises as a result of the Supplier or the manufacturer following any drawing, design or Inventory supplied by the Client;
 - c. the Client alters or repairs such Goods without the written consent of the Supplier and/or the manufacturer;
 - d. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - e. the Goods differ from their description detailed in the Inventory as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7. Title and Risk

- 7.1 The risk in the Goods shall pass to the Client on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Client until the earlier of:
- a) 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 Client in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sum; and
 - b) the Client resells the Goods, in which case title to the Goods shall pass to the Client at the time specified in clause 4.
- 7.3 Until title to the Goods has passed to the Client, the Client shall:
- a) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 18.4(b) to clause 18.4(d); and
 - e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.4 Subject to clause 5, the Client may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Client resells the Goods before that time title to the Goods shall pass from the Supplier to the Client immediately before the time at which resale by the Client occurs.

7.5 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 18.4(b) to clause 18.4(d), then, without limiting any other right or remedy the Supplier may have:

- a) the Client's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- b) the Supplier may at any time require the Client to deliver up all Goods in its possession which have not been resold or irrevocably incorporated into another product.

8. Supply of Services

- 8.1 The Supplier shall use its reasonable endeavours to supply the Services to the Client in accordance with the Service Specification in all material respects.
- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Supplier reserves the right to amend the Service Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.
- 8.4 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.
- 8.5 Under CDM Regulations, the Supplier and the Client acknowledge and agree that the Supplier shall not act as Principal Designer unless:
 - a) The Client has requested the Supplier to act as Principal Designer in writing prior to the commencement of the supply of Services or delivery of Goods; and
 - b) The Client has paid an additional fee to the Supplier in respect of this additional appointment.

9. Procurement, Pricings and Margins

- 9.1 Where the Supplier procures Goods from trade suppliers, the Supplier's time and expertise in sourcing, specifying and managing such Goods is reflected within the trade margin.
- 9.2 In such circumstances, the Client will not pay more than the supplier's recommended retail price (RRP).
- 9.3 Where Goods are procured from:
 - a) antique dealers or private sellers; or
 - b) online retailers without a trade relationship,

the Supplier shall charge a 15% handling and administration fee, capped at £500 plus VAT per item.
- 9.4 Antiques are sourced from a wide range of dealers and private sellers. The Supplier will seek to negotiate the best available price but cannot guarantee pricing or availability

10 Client's Obligations

- 10.1 The Client shall:
 - a) ensure that the terms of the Order and any information it provides in the Service Specification and the Inventory are complete and accurate;
 - b) co-operate with the Supplier in all matters relating to the Services;

- c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises and other facilities as reasonably required by the Supplier to provide the Services;
- d) 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;
- e) prepare the Client's premises for the supply of the Services;
- f) 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 provide copies of all necessary licences, permissions and consents to the Supplier prior to the date on which the services are to start including but not limited to building regulations and written listing consent, if applicable;
- g) comply with all applicable laws, including but not limited to the CDM Regulations and all other applicable health and safety laws;
- h) appoint its own health and safety consultant, if required by virtue of any health and safety laws;
- i) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- j) comply with any additional obligations as set out in the Service Specification and the Inventory.

10.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- a) 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 Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 2; and
- c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

11 Charges and Payment

11.1 The charge for the Initial Design Fee shall be payable by the Client in accordance with the Fee Proposal.

11.2 The price for Goods shall be the price set out in the Order and shall not include the costs and charges of packaging, insurance and delivery of the Goods, which shall be invoiced to the Client.

11.3 Following the Initial Design Fee, the charges for Services shall be calculated at a daily rate of £840.00 plus VAT.

11.4 Any additional charges will be charged as Extras.

11.5 The Supplier reserves the right to

a) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

- i. 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);
 - ii. any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Inventory; or
 - iii. any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 11.6 In respect of Goods, the Supplier shall invoice the Client which must be paid by the Client in full before the Supplier places the Order and the Goods shall be delivered in line with any schedule agreed between the Parties.
- 11.7 The Client shall pay each invoice submitted by the Supplier:
- a) within 14 days of the date of the invoice;
 - b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and
 - c) time for payment shall be of the essence of the Contract and no Goods will be ordered by The Supplier without full payment from the Client in advance
- 11.8 Supplier invoices may be settled on a pro-forma or staged basis in accordance with supplier terms.
- 11.9 Client monies not immediately paid out are held in a dedicated account operated by the Supplier.
- 11.10 The Client acknowledges that such monies are not safeguarded client funds under FCA rules.
- 11.11 All amounts payable by the Client 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 Client, the Client shall, on receipt of a valid 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.
- 11.12 If the Client 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 18 (Termination), the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12 will accrue each day at 4% a year above the base rate of HSBC Bank from time to time.
- 11.13 All amounts due under the Contract shall be paid in full without any counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.14 The Company reserves the right to increase the charges for the supply of the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.

12 Intellectual Property Rights

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Client) shall be owned by the Supplier.
- 12.2 The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to the Supplier for the term of the Contract for the purpose of providing the Services to the Client.
- 12.3 The Client acknowledges and agrees that the Supplier may use photographs and/or videos of the completed Services and any Goods in any of the Supplier's marketing materials without obtaining the prior written approval from the Client.

13 Data Protection

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 13. Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the controller and the Supplier is the processor.
- 13.3 Without prejudice to the generality of clause 13.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

14 Use of Digital Tools and Artificial Intelligence

- 14.1 The Supplier may use digital tools and artificial intelligence systems to assist with concept development, visualisation, drafting and administrative tasks.
- 14.2 The Supplier remains responsible for professional judgement and design intent.
- 14.3 AI-assisted outputs may not be wholly original and are provided without warranty of originality or third-party rights clearance.

15 Project Management and Building Trades

- 15.1 All building trades are appointed and contracted directly by the client. Specialists such as joiners, decorators and installers of products supplied by the Supplier are marked up by 20%.
- 15.2 The Supplier does not mark-up trade costs
- 15.3 The Supplier charges £95+VAT per hour for the project management, trade briefing, review of drawings, sample approvals and installation oversight from a design coordination perspective

16 Confidentiality

- 16.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, clients, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information:
- to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 16.4 The Client acknowledges and agrees that the Supplier may use photographs and/or videos of the completed Services and any Goods in any of the Supplier's marketing materials without obtaining the prior written approval from the Client.

17 Limitation of Liability

- 17.1 The restrictions on liability in this clause 17 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 17.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; and
- c) breach of the terms implied by the Sale of Goods Act 1979 or the Supply of Goods and Services Act 1982 (title and quiet possession) or the Consumer Rights Act 2015 (as the case may be).

17.3 Subject to clause 17.2, the Supplier's total liability to the Client in respect of all breaches of duty occurring shall not exceed the total amount paid by the Client to the Supplier for the Goods and/or Services.

18 Termination

- 18.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract by giving the Client not less than 30 calendar days written notice.
- 18.2 Without prejudice to clause 18.3 below and without affecting any other right or remedy available to it, the Client may terminate the Contract by giving the Supplier not less than 60 calendar days written notice.
- 18.3 Without affecting any other right or remedy available to it, the Client may terminate the Contract within 14 calendar days of the Commencement Date by returning a completed copy of the Model Cancellation Form to the Supplier only if the Contract was concluded between the Supplier and the Client in a place which is not the Supplier's business premises.
- 18.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - b) the other party (if operating as a company) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 18.5 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 18.6 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and the Supplier if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 18.4, or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 18.7 If the Client terminates the Contract in accordance with this clause 18 after Goods have been dispatched to the Client or the Client has received Goods that have been dispatched to them, the Client must return those Goods either:
- a) in person to where they were purchased;
 - b) by post or courier to the Supplier at 10 Eastrip Lane, Colerne SN14 8AX;
- 18.8 If the Client has exercised its right to terminate the Contract in accordance with clause 18.3, the Client must send the Goods within 14 calendar days of sending the Model Cancellation Form to the Supplier.

18.9 If the Client requested the Supplier to begin the performance of Services during the 14 day cancellation period (referred to in the Model Cancellation Form), the Client shall pay the Supplier an amount which is in proportion to what has been performed until the Client has communicated to the Supplier its cancellation from the Contract in comparison with the full coverage of the Contract.

19 Consequences of Termination

19.1 On termination of the Contract:

- a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt; or
- b) the Client shall return all of the Supplier Materials or Goods which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

19.2 Termination of the 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.

19.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

20 Dispute Resolution

20.1 Any dispute shall be referred for final settlement to an expert agreed by the parties or, if not agreed within 14 days of either party's written request to the other, as determined, at the written request of either party, by the President of the Law Society of England and Wales. Such expert shall be deemed to act as an expert and not as an arbitrator. The expert's decision shall, in the absence of manifest error, be final and binding on the parties.

20.2 The parties are entitled to make submissions to the expert and will provide (or procure that others provide) the expert with such assistance and documents as the expert reasonably requires for the purpose of reaching a decision.

20.3 Each party shall bear its own costs in relation to the reference to the expert. The expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the expert) shall be borne by the parties equally or in such other proportions as the expert shall direct.

21 Complaints and Consumer Rights

21.1 If the Client has any questions or wishes to make a complaint about any Goods or Services provided or supplied by the Supplier, the Client should telephone the Supplier on [07887 552052](tel:07887552052) between 10:00 – 17:30 (Monday to Friday inclusive) or write to the Supplier at either 10 Eastrip Lane, Colerne, SN14 8AX or sarah@etonsofbath.com.

21.2 If the Client exercises its right to reject Goods, the Client must either return the Goods in person to where they were purchased, post the Goods back to the Supplier at 10 Eastrip Lane, Colerne, SN14 8AX or (if the Goods are not suitable for posting) permit the Supplier to collect the Goods from the Client. The Client must telephone the Supplier on 07887552052 to arrange collection.

22 Force Majeure

Neither party shall be in breach of the 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).

23 Third Party Rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

24 Notice

- 24.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - b) sent by fax to its main fax number or sent by email to the address specified in the Contract.
- 24.2 Any notice or communication shall be deemed to have been received:
- a) if delivered by hand, on signature of a delivery receipt; and
 - b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 24.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 24.3 This clause 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.
- 24.4 A notice given under the Contract is not valid if sent by email.

25 Variation

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

26 Entire Agreement

- 26.1 The 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.
- 26.2 Each party acknowledges that in entering into the 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 26.3 Nothing in this clause shall limit or exclude any liability for fraud.

27 Assignment and other dealings

- 27.1 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 the Contract.
- 27.2 The Client 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 the Contract without the prior written consent of the Supplier.

28 Severance

If any provision or part-provision of the 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.

29 Waiver

A waiver of any right or remedy under the 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

30 No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

31 Governing Law and Jurisdiction

Each party irrevocably agrees that this contract shall be governed by the laws of England and Wales and without prejudice to the provisions of clause 19 (Dispute Resolution) the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.