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Terms and conditions of business

Top Bathrooms Ltd ("Top Bathrooms Ltd")

Trading address: Suite 36, 151 High Street, Southampton, Hampshire SO14 2BT

Registered address: 32 Hiltingbry Road, Chandlers Ford, Hampshire, SO53 5SS

Company number: 3588483

Registered in England and Wales

VAT number: 823 2375 45

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1 Definitions and interpretation

1.1 In these Terms the following definitions apply:

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Customer	means any person to whom Top Bathrooms Ltd supplies Goods and Services;
Goods	means the goods which Top Bathrooms Ltd is to supply to the Customer in accordance with the Terms as set out on the Order Form;
Order Form	means the document issued by Top Bathrooms Ltd setting out (1) a description of the Goods and Services (2) the Price (3) any other relevant matters.
Price	means the price for the Goods and Services as set out on the Order Form;
Services	means the services to be provided by Top Bathrooms Ltd to the Customer in accordance with the Terms as set out on the Order Form;
Terms	means the standard terms set out in these terms and conditions of business;

- 1.2 Any changes to these Terms are valid only if agreed in writing between Top Bathrooms Ltd and the Customer.
- 1.3 Unless authorized in writing by Top Bathrooms Ltd, employees' or agents' representations concerning the Goods and Services are not valid.
- 1.4 Any error or omission in any sales brochure, quotation, price list, acceptance or offer, invoice or other material issued by Top Bathrooms Ltd (whether typographical, clerical or otherwise) may be corrected by Top Bathrooms Ltd without any liability on the part of Top Bathrooms Ltd.
- 1.5 If there is any conflict between the Order Form and the Terms, the Order Form shall prevail.

2 Appointment

- 2.1 The Customer appoints Top Bathrooms Ltd to provide Goods and Services in accordance with the Order Form. The Terms apply to the Goods and Services set out in the Order Form. No other terms will apply to the provision of the Goods and Services. Payment of a deposit is deemed to be acceptance of the terms and conditions as laid out in this document and instruction to engage in the supply of the goods and services as laid out in the Order Form.

3 The Order Form

- 3.1 The quantity, quality and description of the Goods and Services shall be as set out in the Order Form.
- 3.2 It is the sole responsibility of the Customer to ensure the Goods and Services set out on the Order Form meet its requirements.

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- 3.3 Top Bathrooms Ltd may make changes to the Goods and Services in order to conform with any legal requirements or which do not materially affect their quality or performance.
- 3.4 The Customer shall at its own expense supply Top Bathrooms Ltd with all necessary materials and information required by Top Bathrooms Ltd to provide the Goods and Services in accordance with these Terms. If a failure by the Customer to provide materials or information causes Top Bathrooms Ltd to miss a deadline, the Top Bathrooms Ltd deadline shall be deemed to be extended by the period of the Customer's delay.

4 Price and Payment

- 4.1 Top Bathrooms Ltd shall invoice the Customer for the Goods and Services as detailed on the Order Form.
- 4.2 Unless the subject of a genuine dispute, the Customer shall pay the Price within 7 calendar days of receipt of a valid invoice (the "Due Date").
- 4.3 The Price does include VAT where shown separately which the Customer shall pay at the rate prevailing on the date of the invoice.
- 4.4 Should the Customer fail to make any payment in full on the Due Date under this agreement, Top Bathrooms Ltd may charge interest on the outstanding amount. Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Barclays Bank PLC from time to time from the due date until the date of payment, whether before or after judgment.
- 4.5 If, because of a factor beyond the control of Top Bathrooms Ltd, the cost to Top Bathrooms Ltd of providing the Goods and Services increases, Top Bathrooms Ltd may before delivery increase the Price of the Goods and Services. The customer shall be notified prior to any changes.
- 4.6 The Customer will pay the Price for the Goods and Services as detailed on the Order Form and any Goods and Services requested by the customer in addition to the Order Form. Any such Goods shall be charged at cost price plus 20%, any such services shall be charged at the hourly rate shown on the Order Form pro rata. Any request for Top Bathrooms Ltd to attend the contract address and supply services will be fully chargeable unless there is a genuine fault with any goods or services provided by Top Bathrooms Ltd charged at a minimum charge of the hourly rate shown on the Order Form.
- 4.7 All amounts due under these Terms shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part. Should the customer fail to pay the Company any outstanding monies and the Company is required to engage a debt recovery agency or solicitor charges of said agency or solicitor including accrued interest shall be payable. All such charges that

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are raised for the recovery will be for the Customer's account. You furthermore agree to reimburse us for any reasonable and foreseeable losses, costs and expenses that we incur as a result of a breach of these Conditions.

5 Delivery of Goods

- 5.1 Top Bathrooms Ltd will deliver or cause goods to be delivered within the price.
- 5.2 Any dates quoted for delivery of the Goods are approximate and Top Bathrooms Ltd shall not be responsible for any delay in delivery of the Goods however caused. Unless agreed in writing in advance by Top Bathrooms Ltd time for delivery shall not be of the essence. Top Bathrooms Ltd may deliver Goods before the scheduled delivery date.

6 Ownership and Responsibility

- 6.1 Ownership of any consignment of Goods shall not pass to the Customer until Top Bathrooms Ltd has received payment in full of all sums due to it in respect of that consignment only
- 6.2 Until ownership in the Goods passes to the Customer, the Customer shall:
- 6.2.1 hold the Goods on behalf of Top Bathrooms Ltd, take proper care of them and take all reasonable steps to prevent any damage to or deterioration of them;
 - 6.2.2 store or keep the Goods separately from other Goods, so as to show clearly that they belong to Top Bathrooms Ltd;
 - 6.2.3 not sell or part with possession of the Goods;
 - 6.2.4 keep the Goods free from any mortgage, charge, lien or other encumbrance;
 - 6.2.5 insure the Goods; and
 - 6.2.6 notify Top Bathrooms Ltd immediately if any event specified in clause 8.1.2 to 8.1.9 occurs in relation to the Customer.
- 6.3 Despite clauses 6.1 and 6.2, Top Bathrooms Ltd may bring an action against the Customer for the price of the Goods and Services if the Customer fails to pay for them in full by the Due Date, even though property in the Goods has not passed to the Customer.
- 6.4 The responsibility for loss or damage to any consignment of the Goods shall pass to the Customer on delivery. The customer should check that all goods are in good condition upon delivery.

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6.5 Each order for the Goods shall constitute a separate contract and any default by Top Bathrooms Ltd in relation to any one order shall not entitle the Customer to treat these Terms as terminated.

7 Warranties and indemnities

7.1 Top Bathrooms Ltd warrants and represents to the Customer that it will perform its obligations under these Terms with reasonable skill and care. All other warranties are expressly disclaimed to the fullest extent permitted by law.

7.2 Top Bathrooms Ltd shall not be liable to the Customer (whether in contract, tort, including negligence and breach of duty, or otherwise at law) for any:

7.2.1 indirect or consequential loss; and/or

7.2.2 loss of profits, revenue or goodwill of the Customer.

7.3 Top Bathrooms Ltd does not exclude its liability for death or personal injury if caused by its own negligence or for fraud.

8 Termination

8.1 Either party may terminate these Terms immediately by notice in writing if the other party:

8.1.1 commits a material breach of any of the Terms (including without limitation late payment) and, if such breach is capable of remedy, fails to remedy the breach within 30 days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;

8.1.2 enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of a solvent amalgamation or reconstruction);

8.1.3 becomes insolvent;

8.1.4 ceases or threatens to cease to carry on business;

8.1.5 compounds or makes any voluntary arrangement with its creditors;

8.1.6 is the subject of a notice of appointment of an administrator, or a notice of intention to appoint an administrator or liquidator;

8.1.7 is unable to pay its debts as they fall due;

8.1.8 has an encumbrance take possession of, or a receiver or administrative receiver appointed over, all or any part of its assets; or

8.1.9 takes or suffers any similar action due to debt.

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or if the equivalent of any of the events described at clause 8.1.2 to 8.1.9 inclusive under the law of any jurisdiction occurs in relation to the other party.

- 8.2 The expiry or termination of these Terms for any reason shall not affect any rights and/or obligations:
- 8.2.1 accrued before the date of termination or expiry; or
 - 8.2.2 expressed or intended to continue in force after and despite expiry or termination.
- 8.3 The Customer shall not following the termination of these Terms for any reason represent itself as being connected with Top Bathrooms Ltd or any member of Top Bathrooms Ltd's Group.
- 8.4 On termination of these Terms (for a breach by the Customer) all outstanding or un-invoiced Prices shall become immediately payable.
- 9 Confidentiality**
- 9.1 In this clause 9, Confidential Information means all technical, commercial and financial information, product information, trade secrets, know-how and all information relating to the plans, intentions, market opportunities, transactions, affairs and/or business of a party and its Group companies and/or its or their customers and/or suppliers, and the Terms;
- 9.2 Each party shall keep secret and confidential all Confidential Information of the other and shall not (and shall procure that its employees and/or officers shall not) copy, use or disclose any such information to any third party, other than as may be necessary to comply with its obligations under these Terms.
- 9.3 The obligation of confidence shall not apply where the Confidential Information:
- 9.3.1 is required to be disclosed by operation of law;
 - 9.3.2 was in the possession of the recipient prior to disclosure by the other party without restriction on disclosure or use;
 - 9.3.3 is subsequently acquired from a third party without any obligation of confidence;
 - 9.3.4 is or becomes generally available to the public through no act or default of the recipient; or
 - 9.3.5 is disclosed on a confidential basis for the purposes of obtaining professional advice.
- 9.4 This clause 9 shall continue in force notwithstanding the expiry or termination of these Terms, whatever the reason for such termination.

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10 Intellectual Property Rights

10.1 All intellectual property rights in reports and other deliverables created by Top Bathrooms Ltd in the course of performing the Services shall belong to Top Bathrooms Ltd and the Customer shall not obtain any rights therein. Top Bathrooms Ltd hereby grants the Customer a license to use the intellectual property rights in the deliverables to the extent necessary to make use of the deliverables as contemplated by the Order Form. Charges will be made if the customer passes intellectual property to a third party without Top Bathrooms express written consent.

11 General

11.1 Time is not of the essence in relation to the performance of the obligations of Top Bathrooms Ltd under these Terms.

11.2 Notices between the Customer and Top Bathrooms Ltd relating to these Terms shall be in writing. Notices shall either be delivered personally or sent by first class post or fax to their registered office. Notices if delivered by hand shall be treated as received when delivered, if sent by first class post 48 hours after posting, if sent by air-mail post 72 hours after posting and if sent by fax when sent.

11.3 These Terms are the entire agreement between the Customer and Top Bathrooms Ltd and replaces all previous agreements between them relating to the same subject matter.

11.4 Neither the Customer or Top Bathrooms Ltd shall be liable if it breaches these Terms as a result of circumstances which are beyond its reasonable control, provided that as soon as is reasonably practicable it gives notice to the other party. For these purposes acts of omissions by the employees, sub-contractors, developers, agents and representatives of either party are within that party's control.

11.5 Unless these Terms provide otherwise, nothing in it creates a partnership or employment relationship between the Customer and Top Bathrooms Ltd or makes one party the agent of the other.

11.6 Neither Top Bathrooms Ltd nor the Customer may assign or transfer these Terms or any rights or objections under them without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

11.7 The Customer and Top Bathrooms Ltd confirm that they do not intend any third party to have the right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11.8 If any provision of these Terms are found under the laws of any jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of that provision in that jurisdiction shall not in any way affect the validity, legality or enforceability of all the provisions of these Terms in any other jurisdiction.

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- 11.9 The Customer and Top Bathrooms Ltd shall attempt to substitute for any invalid, illegal or unenforceable provision a valid, legal and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid, illegal or unenforceable provision.
- 11.10 All terms of this agreement which by their nature ought to survive termination will continue to be effective after this agreement has expired or been terminated.
- 11.11 The laws of England and Wales shall govern these Terms. The Customer and Top Bathrooms Ltd agree to submit to the exclusive jurisdiction of the courts of England and Wales.