

## TERMS AND CONDITIONS OF SALE

These terms and conditions shall apply to ALL CONTRACTS between Mirror Image Fitted Bedrooms Limited and the client, and no variation of these terms and conditions shall be effective unless agreed in writing and signed by a duly authorised representative of the company. Your signature of the attached order form constitutes acceptance of these terms and conditions which form part of a binding contract between you and Mirror Image Fitted Bedrooms Ltd.

### 1. DEFINITION

- (a) The Client shall mean you, the person or persons entering into the contract.
- (b) The Company shall mean Mirror Image Fitted Bedrooms Limited
- (c) The Goods shall mean the furniture and accessories detailed (i.e. illustrated/written on the drawings).

### 2. MATERIALS/CONSTRUCTION

The goods are manufactured from Melamine Faced Particleboard (M.F.P.) Medium Density Fibreboard (M.D.F.), Mirror/Glass, Steel and Aluminium.

- (a) In the event that the goods to be supplied to the client **require wooden panels of a length greater than 2500mm (98.5 Inches) the company reserves the right to make a join in the materials, where this join occurs the wood grain pattern will not align.**
- (b) Only items which are included in the contract will be supplied (that is, illustrated or written on the drawing/contract). Clients should not assume items such as shelves, extra shelving, adjustable shelving, Wardrobe backs and floors, mirrors, headboards, stools, soft close and lights etc. will be supplied unless they are included/stated (written) in/on the contract.  
Any specific requirements or specifications the client may have must be clearly written on the contract, we will not accept verbal communication. Unless otherwise stated all installations will be based on our showroom wardrobe display models and dimensions.
- (c) Wardrobe interiors: All Sliding Door Wardrobe interiors will be fitted in Light Beech colour, regardless of the exterior colour of the sliding door robe. Additional colours are available but have to be requested, written on the contract and an additional charge is incurred. All drawer boxes are also made in beech regardless of the exterior colour unless the exterior colour of the wardrobe is white, white ash, white Avola and Ivory, in which case the drawer boxes will be white. **There are no backs, floors or sides in the sliding door wardrobes.** The back and side of your wardrobe is your wall (unless an end panel is used) and the floor is your carpet or existing flooring. Backs, sides and flooring are an **added extra** and need to be **specified or written on the contract and are charged for.** Unless otherwise specified, all internal drawer units will use our **standard internal handle. The standard depth of all interior fitments is 455mm. Our standard hanging drops are as follows: Full Hanging, Approximately 1740 mm from the floor, half hanging, approximately 1035 mm from the floor or from the mid shelf.** Unless otherwise stated all installations will be based on our showroom wardrobe display models and the above dimensions.
- (d) Opening (hinged) Door Wardrobes are mainly built in a carcass format, i.e. they have floors backs and sides included as standard. Where possible the same colour will be used for the back of the carcass wardrobe, however 8 mm backing is not available in all colours, where this occurs the nearest colour/shade for the backing will be used. **Front Frame** hinge Door Wardrobes are mainly used to build into/onto sloping/angled ceilings and over (in front of) chimney breasts. No backs are included as standard in Front Frame Wardrobes. No soft close hinges on angled ceiling wardrobes. Unless otherwise specified, all internal drawer units will use our **standard internal handle. Our standard hanging drops are as follows: Full Hanging, Approximately 1740 mm from the floor of the wardrobe, half hanging, approximately 1035 mm from the floor or from the mid shelf.**
- (e) **Colour and wood grain match:** The construction of wardrobes requires numerous components, supplied by many manufacturers. This can on rare occasions lead to different shades of the same colour and or misaligned wood grain patterns. The client accepts that the company has supplied the best possible colour/grain match available from its suppliers.

### 3. TERMINATION

The contract between the company and the client is for the supply of goods which are custom made to the client's specific requirements. Therefore, should the Client wish to terminate this agreement after 48 hours from signing the contract, a partial or in some cases the full deposit paid by the client will be retained by the company as work on this order will have already commenced. Should cancellation be necessary prior to 48 hours then a full refund will be given.

### 4. TERMS OF PAYMENT

Payment of the total price less the deposit paid shall be payable to the company's representative by the client immediately upon installation. Time for payments shall be of the essence of the contract. No payment shall be deemed to have been received until the company has received cleared funds. All payments due to the company under this contract shall become due immediately on its termination despite any other provision. The client shall make all payments due under the contract in full without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the client has a valid court order requiring an amount equal to such deduction to be paid by the company to the client. Any order under £400 will require Payment in full prior to commencement of the contract.

- (a) The price of this order/quotation is valid for 30 days from the quotation date. Thereafter it may be subject to review.
- (b) The Company does all it reasonable can to ensure the price quoted by our representative at the time of the contract is correct. However if our agent for any reason has under-priced the goods or the supply and installation of goods, then either party can elect to renegotiate the price. This will occur when the company notifies the client of the discrepancy. In the event that a new price cannot be agreed then either party is entitled to terminate the contract, where upon any deposit will be repaid in full. In these circumstances the Company will not make to the customer any payment for any loss the client may suffer.
- (c) The clients deposit is not returnable if the contract is cancelled or the contract is terminated after the company has ordered any items specifically relating to the clients order, or have incurred some costs preparing the order.
- (d) No goods will be supplied on credit. The balance in full will be due on delivery and installation. In the event of late delivery of any component part, the balance due on delivery shall be reduced by the value of that component part. The value deducted becomes due upon delivery of the component part.

#### TERMS OF PAYMENT continued:

- (e) The company accepts Bacs payments, cheques, credit & debit cards. However any transaction involving credit card payments will be subject to a 2.5% charge on Balances due. All cheques are made payable to Mirror Image (**We do not accept American Express**).
- (f) Without prejudice to any other right or remedy that it may have, the company may, if the client fails to pay the company on the due date, charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate, from time to time of [BANK] accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgement and the client shall pay the interest immediately on demand. The Company (supplier) may claim interest under the Late Payment of Commercial Debts (interest) Act 1998.
- (g) All DIY and contract orders must be paid for in full in advance, including delivery charge. All measurements, door styles, panel colours and multi glaze designs are the client's responsibility.

#### 5. INSTALLATION

Although time is not of the essence of this contract the work will be commenced as soon as practically possible. Liability cannot be accepted for any delay due to circumstances beyond the company's control. In such circumstances the company will not make to the client any payment for loss, whether direct or consequential that they might suffer.

- i. Cancellation of fitting date. If the customer cancels the fitting date with-in five working days prior to the installation date then the company will levy a £200 cancellation fee to cover expenses.
- (a) The client agrees to give free access of their home to the company installers to carry out installation of the furniture and shall ensure that such necessary re-routing of electrical and plumbing installations are carried out prior to installation at the clients own cost in order that the company can proceed to install the goods. The company will not undertake any electrical or plumbing work.
- (b) Due to the nature of designing and fitting custom made furniture there will inevitably be minor differences between what is initially proposed and the final installation. In particular it may be necessary (and the company shall be permitted) to make minor alterations to dimensions and design, this may occur either on site or in the factory, to arrive at a final solution which is represented by the contract.
  - i. Unless a dimension is explicitly stated it shall not be inferred or implied from the drawing.
  - ii. Any dimension that is specifically required must be stated to the designer and be on the drawing.
  - iii. Internal dimensions (sliding doors) may not align or be the same as external dimensions in order for the wardrobe to function correctly.
- (c) It is assumed that the clients property is of an adequate construction to accommodate the fitting of the furniture, i.e. that there are no building defects such as dry rot, wet rot, rising damp, condensation etc. The Company accepts no liability for any problems arising out of structural defects of the client's property unless disclosed to the company in writing beforehand. If at any time the installation becomes impractical due to structural or technical difficulties, the company may terminate the contract. If the company terminates the contract, under these conditions then any deposit paid will be refunded less any cost deductions incurred by the company. However the company will not make to the client any payments for loss, the client may suffer. The client accepts that the installation is of a construction nature and may cause slight damage to the decorations, including carpets, polished/laminated floorboards and plaster. Reinstatement of decorations and re-flooring works are not included in the price and are the client's responsibility. The Company does not recommend decorating your bedroom prior to installation. The only exception would be for painting the area where your sliding door wardrobe will be installed as they do not come with backs as standard. The company does not recommend renewing your flooring until after installation.
- (d) The client is responsible for removing all existing bedroom furniture, fitted or otherwise, unless arrangements have been made with the company, charged for & written on the contract. The client is also responsible for rolling back any carpets or floor covering from the area where the goods are to be installed and for re-fitting floor coverings after completion of the installation. Where the client fails to remove or roll back the carpets or floor covering, the company may do so, but shall have no liability to the client for any loss or damage resulting from this action. The company shall not be responsible for any misalignment or movement of goods following installation where the goods are fitted over the carpet at the client's request.
- (e) The company will not accept responsibility for any scratches on glass/mirror or furniture damage/breakage etc. after a period of 24 hrs after installation.
- (f) The client shall not be permitted to make any unreasonable requests to the fitting team that contravenes the Health and Safety at Work Act, such as the removal of footwear while working in the home.
- (g) In line with the company's policy of constant improvement, the company reserves the right to update and modify materials and specifications without prior notice.

#### 6. TITLE TO THE GOODS

Unless otherwise agreed in writing all materials delivered to the client's premise in connection with the work shall be at the client's own risk after delivery. Ownership of such materials shall not pass to the client until (a) the company receives full payment of the contract; and (b) all other sums which are or become due to the company from the client on any account.

The company shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from the company. The client grants the company, its agents and employees an irrevocable licence at any time to enter any premises where the Companies goods are or may be stored in order to inspect them (i.e. goods that have not been paid for).

#### 7. ALTERATIONS

If the client wishes to make any alterations to the door design, style or colour, the company must be informed within 48 hours after placing the order. Any other additions to the design or specifications, the client must inform the company in writing (email) at least 7 days before the due fitting date. The cost of any alterations or additions will have to be borne in full by the client.

#### 8. GUARANTEE

Subject to the price having been paid in full, all installations will be guaranteed for 10 years from the date of installation. The guarantee, however excludes "wear and tear", deliberate or accidental damage, soft furnishings i.e. stools, headboards, freestanding mirrors, and electrical which will be guaranteed for one year only.

#### 9. DRAWINGS

All drawings are the intellectual property of Mirror Image Fitted Bedrooms and disclosure to third parties is strictly prohibited.