

SPACE INDUSTRIES LIMITED – terms and conditions of supply of goods and services

Note to Customers – These Conditions apply to Products and/or Services sold to “business” customers who are dealing in the course of business.

1. **Definitions**

“the Agreement” shall have the meaning set out in Clause 2 of these Conditions.

“the Company” shall mean **SPACE INDUSTRIES LIMITED** Company Number 2619403 whose registered office address is at Hurn Chapel, Avon Causeway, Christchurch, Dorset, BH23 6AS.

“Conditions” shall mean these terms and conditions.

“the Customer” shall mean the firm or limited company named in the Specification and Quotation who buys or agrees to buy the Products and/or Services from the Company and to whom specifications and quotations are addressed.

“Customer Order” an order by the Customer in terms of which the Customer orders Products and/or Services from the Company and thereby agrees to be bound by these Conditions and the Agreement as and when the Agreement is concluded.

“Customer Order Confirmation” shall mean the Company’s confirmation of a Customer Order; verbally or by email or other written acknowledgement.

“Delivery” means delivery and off-loading of the Products by the Company or its agents or sub-contractors to the Delivery Address.

“Delivery Address” shall mean the address specified in the Company specification and proposal document, referred to as the ‘site’ to which the Products are to be delivered and/or the land, buildings and premises upon which the Services are to be supplied or carried out.

“Delivery Date” means in cases where the Company is to make or arrange Delivery or the commencement of Services, the date specified in writing by the Company on or after the Agreement is concluded (or otherwise agreed in writing) on which the Products are scheduled to be delivered to the Delivery Address or the Services are scheduled to commence at the Delivery Address.

“Effective Completion” means substantial completion of the Services, which shall occur when the Company, in its determination, effectively completes the Works or, if sooner, when part or full Customer occupation or use of the Works occurs or when any attachment and fittings are made ‘by others’ to works installed by the Company.

“Payment” means payment of the Price, VAT and any other costs incurred not included in the Price as set out in these Conditions.

“Price” means the price for the Products and/or Services provided or to be provided by the Company to the Customer pursuant to the Agreement and unless otherwise stated in the Agreement the price excludes VAT or other applicable taxes or duties.

“Products” means those goods agreed to be purchased by the Customer from the Company under the Agreement.

“Services” or “Works” means the agreed supply and professional fitting of the Products by the Company and/or its authorized agents or sub-contractors at the Delivery Address, and/or any other services to be provided by the Company to the Customer under the Agreement.

“Specification and Quotation” means the specification and quotation attached hereto or provided to the Customer in writing having been prepared by the Company at the request of the Customer.

“VAT” means Value Added Tax (or any other such tax or duty from time to time supplementing the same) at the prevailing rate.

“Website” means the Company’s website at www.spaceindustries.co.uk.

2. **Application of Conditions and formation of Agreement**

2.1 These Conditions shall apply to the sale of the Products by the Company to the Customer and/or to any Services. Unless otherwise agreed in writing by the Company, these Conditions shall together with the Specification and Quotation, Customer Order and Customer Order Confirmation constitute the entire Agreement and shall override any other terms or conditions, including any published elsewhere on the Website.

2.2 The Company shall sell and the Customer shall purchase the Products and/or Services at the Price and otherwise in accordance with the Agreement.

2.3 Any typographical, clerical or other error or omission (whether in relation to price, specification of goods or otherwise) in any sales literature, internet pages, the Website, quotation, price list and other documents or information issued by the Company do not form part of the Agreement. Any such error is subject to correction or alteration without any prior notice or liability on the part of the Company.

No quotation, ‘quick quotation’, statement, description, warranty condition or recommendation contained in the Website or in any catalogue, price list or advertisement, communication or made verbally by any of the agents or employees of the Company shall be construed as an offer, a representation, or term of the Agreement, warranty or term of the Agreement and will not enlarge, vary or override in any way thereof any of these Conditions.

2.4 A legally binding agreement (the Agreement) shall only come into existence upon issue (by the Company) of a Customer Order Confirmation or by commencement of Works or receipt of any materials delivered by the Company on Site.

2.5 In the event that the Customer wishes to collect the Products from the Company such arrangement must be agreed in writing between the parties (otherwise the Company will arrange Delivery) and, in such case, the relevant terms of these Conditions shall apply to any such agreement.

2.6 If any provision of these Conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of those provisions in question shall not be affected.

2.7 Each Customer Order shall when confirmed and together with the Conditions, constitute a separate Agreement subject to these Conditions.

2.8 The Company may from time to time vary these Conditions by issuing an amended or new version but no variation will affect any concluded contract with a Customer as at the date of issue.

3. **Payment**

3.1 Subject to Clause 3(3) below and to any terms specifically set out in the Specification and Quotation and Customer Order Confirmation Payment shall be made to the Company in full without deduction and in cleared funds within 5 days of dispatch of the Company’s invoice.

3.2 Where the Specification and Quotation provides for interim and final payments conditional upon the issue of an architect’s certificate, Payment shall be made within 7 days of the date of the architect’s certificate.

3.3 Where the Price exceeds one thousand pounds £1,000 (exclusive of VAT) the Company reserves the right to request payment by a number of interim progress payments and one final payment. Payments of interim invoices shall be paid within 5 days of dispatch.

3.4 Time of payment of the Price and/or any other amounts owed by the Customer from time to time shall be of the essence of the Agreement.

3.5 If any sum owing from the Customer to the Company is not paid on the due date the Company shall be entitled to charge interest at the rate of one and a half percent (1½ %) per calendar month or part thereof from the date on which it became due until it is made. In addition the Company shall be entitled to suspend the Services or withhold Delivery or Services to the Customer.

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- 3.6 The Customer shall not at any time be entitled to withhold any part of the Price or any other monies due to the Company on the grounds that there are defects in the Services or unfinished Services of a nature not seriously interfering with the use and occupation of the Delivery Address or any other premises of the Customer. The Company undertakes to remedy any such defect or complete Services as soon as practicable.
- 3.7 If the Customer fails to make Payment in full on the due date the Company shall be entitled to bring an action for the Price or otherwise under the Agreement notwithstanding that title has not passed to the Customer.
4. **Products**
- 4.1 Any items featured on the Website and/or other material is indicative samples only and Products are sold subject to availability. In the event that any Products ordered are not available or are unlikely to be available the Company shall be entitled at any time to cancel the Agreement (if concluded) and/or to refund to the Customer any payments received in respect of that order without any further liability.
- 4.2 The Customer confirms that all Products will be used only for business (as opposed to domestic) purposes and in accordance with any Company or manufacturer guidelines or instructions.
5. **Price**
- 5.1 The Price will unless stated otherwise in the Specification and Quotation or the Customer Order Confirmation be inclusive of delivery charges and exclusive of handling, shipping, transport, insurance, taxes, customs and duties.
- 5.2 The Company reserves the right, by giving written notice to the Customer at any time prior to delivery, to increase the Price to reflect any increase in cost to the Company beyond its control.
- 5.3 The Customer must where appropriate, when placing its order, provide the Company with a VAT (or equivalent) registration number.
- 5.4 For the avoidance of doubt, in relation to any Price and Payment terms the provisions (if any) contained in the Customer Order Confirmation shall, in the case of any inconsistency, prevail over any other Price and/or Payment terms and the provisions (if any) contained in the Specification and Quotation shall, in the event of any inconsistency, prevail over these terms but be subject to the said Customer Order Confirmation terms.
6. **Delivery/Completion Times**
- 6.1 Times given for Delivery are estimates only and time is not of the essence.
- 6.2 Services will take a reasonable period depending on the nature and scope of work to be done. The period of Services will usually be notified by the Company to the Customer when a Delivery Date is specified or agreed. The period of Services are estimates only and time is not of the essence. Failure by the Customer to assist progress of works where previously agreed may invalidate agreed target completion dates.
- 6.3 The Company reserves the right to make Delivery by installments, partial delivery or Delivery on different dates or to amend the scheduled Services times provided that these are reasonable and may, for the avoidance of doubt, arrange for delivery to be carried out by third parties.
7. **Cancellation**
- The Customer may not, save as expressly stated otherwise herein or as provided by law, cancel or vary an Order after the date of Customer Order Confirmation except with the written consent of the Company – any such consent shall be deemed to be given on terms that the Customer shall indemnify the Company in full for the balance of the Price (if any) and against any resulting loss, costs, damages, charges, and expenses incurred by the Company as a result of such cancellation or variation.
8. **Customer's Further Obligations**
- 8.1 The Customer undertakes to the Company:-
- 8.1.1 that the Delivery Address is (or shall be before the Services are due to commence) suitable and legally compliant in all respects for the safe, legal and convenient carrying out of the Services and without prejudice to the generality of that is readily accessible from the public highway, clear from obstructions, level, dry free from movement or any abnormal conditions and does not include and is not otherwise affected by any asbestos or other deleterious or hazardous substances or materials and the Customer confirms that they have complied with their duty under the Control of Asbestos at Work Regulations 2002.
- In the event that any deleterious material is found at the Delivery Address then in accordance with the regulations the Company will be entitled (at the election of the Company) to the following:-
- Immediately cease work; and/or
 - Terminate the contract; and/or
 - Engage specialist contractors to complete the work at the cost of the Customer.
- 8.1.2 that unless it is otherwise specified in this Agreement it has ascertained that the provision of the Services complies with all regulatory requirements, including, without limitation, requirements for planning permission, building regulation approval, Health and Safety, fire regulations and all other requirements of any Local and other competent authority and has procured (or shall before the Services are due to commence procure) the grant of any such permission approval or consent as may be necessary for the carrying out of such Services.
- 8.1.3 that the electrical supply, other installations and alarm systems on and to the Delivery Address are in good condition, have been installed and (where appropriate) modified safely using good modern practice and are adequate for the additional loads which the Services will impose both in being carried out and when in use after completion and in particular:-
- that the incoming switch gear has adequate space and facilities for any required additional switched and will pass the required tests without modifications;
 - the earthing conforms to modern standards;
 - the existing fire alarm system is suitable for the addition of sounders, call points and detectors quoted and has sufficient free zone cards and sounder circuits in the panel;
 - the existing (including emergency) lighting to be retained is suitable for the carrying out of the Services and in good condition and reinstalment by the Company will be limited to inspection and cleaning with any lamps, started or other items required to be supplied as extras to the Price. The Company shall be entitled but not obliged to replace and charge as extras to the Price batteries which are more than four years old where in self contained emergency luminaries.
- 8.1.4 that where the Services include or comprise the installation of a mezzanine floor the surface on which the same is to be laid and supported is suitable in all respects for that purpose unless the Customer has specially notified the Company in writing to the contrary before the date of the quotation for the Services including by furnishing full written technical details of such surface and structure and inviting the Company (at the Customers expense) to sink a rest hole and carry out other investigations in order to ascertain the Delivery Address conditions, and unless otherwise stated in the Agreement the Customer shall be responsible for procuring the grant of any required permission approval or consent as may be necessary for the carrying out of such works.
- 8.1.5 that the Customer will ensure that the Company is fully informed of any affect which the carrying out of the Services may have on the Customer's activities and compliance with its own health and safety and other obligations and will further ensure that any Union or other appointed Health and Safety representative makes contact with the Company before the commencement of the Services and, as and whenever appropriate, while they are in progress and that such information and contact occurs in good time for the Company to incorporate and make proper allowances in the planning and carrying out of such Services of any requirement arising from it (the cost of any such requirement to be paid by the Customer by addition to the Price).

- 8.1.6 that sufficient working space will be allowed to the Company's representatives to ensure that unrestricted working conditions and adequate storage space for the Company's plant and materials will be available at the Customer's cost within 25 metres of the furniture build area and that it will generally be clear and ready to enable the Services to be carried out by the Company in one continuous operation during normal working hours (unless the Customer and the Company have agreed in writing that they shall be carried out wholly or partly outside of normal working hours) and the Customer shall ensure that all existing floors, walls, ceilings and other parts of the site and their finishes are adequately protected from disturbance or damage in the carrying out of Services by the Company.
- 8.1.7 that all surplus and waste materials may be left by the Company at the Delivery Address and shall be properly disposed of by the Customer unless otherwise agreed in the Agreement.
- 8.1.8 that the Customer shall be responsible (at the Customer's expense) for the offloading of any materials delivered to the Delivery Address when the Company's installation team is not present, ensuring that such materials are well covered and protected from weather.
- 8.1.9 that the Customer shall provide an adequate forklift truck for the use of the Company's installation team at all times on and following delivery of materials and during the progress of the Services.
- 8.1.10 Local Authority Building Regulations and Planning fees are chargeable to the Customer in addition as levied.
- 8.1.11 Out of hours works are excluded and chargeable to Customer in addition if required.
- 8.1.12 Provision of temporary power, lighting and heating are to be by Customer.
- 8.1.13 The Customer shall provide suitable dry safekeeping for tooling and materials in a location immediately adjacent and accessible to build areas.
- 8.2 The Customer will afford the Company's representatives at the Delivery Address every reasonable facility and assistance to enable the Services to commence and continue to completion without any undue interpretation.
- 8.3 The Customer shall keep the Products and materials whether fixed or unfixed fully insured in their full replacement value against all risks (including public liability) for the period from Delivery or, if the Customer has arranged delivery or collection, from the time the Products leave the Company's premises, until title and risk in the Products has passed to the Customer and during any return of the Products.
- 8.4 It is the Customer's responsibility to check any measurements and/or specifications/fit of Products to ensure that the Products can be properly installed – the Company will not accept return of any Products or any other responsibility or liability for any Customer mis-measurement or misunderstanding of Company dimensions or specifications.
- 8.5 The Customer acknowledges that:-
- the Company has relied on its undertakings contained in this clause in accepting the Customer's Order and in calculating the Price and that the Customer does not expect the Company to assess the condition and suitability of the Delivery Address and its electrical and other installations for the carrying out of the Services.
 - the Price is based on continuity of work in a logical sequence on a clear and level site, without obstruction or restriction, during the hours the Company requires to work, and to the programme to be agreed.
 - the Price is based upon the information received from the Customer and the Specification, quantities and/or drawings supplied and will be subject to re-measurement on completion; and
 - should the Customer breach any of this undertakings, or if continuity of work for the Company or the working hours are broken in any way, or if overtime working is required on the re-measurement under the last sub clause reveals any significant variation between the re-measured quantities and those upon which the Price is base, the Company may (without prejudice to its other rights) delay the commencement or continuation of the works until such breach is remedied to its reasonable satisfaction and/or increase the Price in each case as is necessary to offset and fully compensate for such breach or other factor.
- 9. Provision of Services**
- 9.1 The Services will be carried out by the Company or its duly authorized agents or sub-contractors.
- 9.2 Unless stated otherwise the Company shall have no responsibility or liability in respect of the Housing Grants Construction and Regeneration Act 1996 ('Construction Act'), Construction (Design and Management) Regulations 1994 ('CDM Regulations'), Environmental, Planning and other legislation and the Customer warrants that it shall comply with all of these and the Customer indemnifies the Company in respect of any breach thereof in relation to the Services and/or Product.
- 9.3 Where it is agreed in the Agreement that Services shall include the Company undertaking the roles of Principle Contract or and/or Planning Supervisor, the Company will comply with all of the requirements of the CDM Regulations.
- 9.4 Unless otherwise agreed in writing the Services will begin on the Delivery Date or as soon as reasonably practicable thereafter.
- 9.5 The Company reserves the right, in carrying out the Services, to make minor adjustments to any measurements and/or Products/specifications in order to achieve the best possible result.
- 9.6 In the carrying out of any clearance or removal Services the Customer warrants that it owns all goods to be discarded and is obliged to:
- ensure compliance with any environmental laws and/or disposal regulations in terms of the arrangement made; and
 - indemnify the Company in respect of any breach of this Condition 9.6.
- 10. Specifications**
- All descriptions, specifications, drawings and particulars of heights and dimensions supplied by the Company are approximate and are subject to verification on site by the Company prior to the commencing the Services or any works. The Company is entitled to alter the designs or specification of any item provided that the alteration does not materially affect the function or performance thereof.
- 11. Title and Risk in Products**
- 11.1 Notwithstanding any other provision herein title in every item comprised in the Works shall not pass to the Customer until receipt by the Company of the full Price and any additional Agreement charges have been received by the Company and until then the Customer shall hold all such items in a fiduciary capacity as bailee for the Company and the following provisions of this clause 11 shall apply.
- 11.2 Risk of damage to or loss of the Products shall pass to the Customer upon Delivery unless the Customer has arranged shipment/transport or the Products are to be shipped out of the United Kingdom, in which case risk shall pass when the Products leave the Company's premises.
- 11.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Company, but if the Customer does so all monies owing to the Company shall (without prejudice to any other right or remedy on the Company) immediately become due and payable.
- 11.4 The Customer shall not sell or dispose of any item comprised in the Works. Should the Customer breach this provision the Company's beneficial entitlement shall (without prejudice to its other rights and remedies) attach to the proceeds of sale.
- 11.5 The Customer shall not in any way incorporate in mix with or annex to any item comprised in the Works any other goods not the property of the Company and shall leave the same free and accessible to and capable of being freely detached and removed by the Company or its agents and any damage or loss arising from any such detachment or removal or attempted detachment or removal shall be deemed to arise from a breach by the Customer of this provision and shall be the Customer's responsibility.

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- 11.6 If the Customer defaults in the punctual payment of any monies owing to the Company then the Company shall be entitled to immediate return of all items included in the Works or other items supplied by the Company (and any documents of title thereto) in which the property has not passed to the Customer, and the Customer hereby authorized the Company to recover all such items or documents and to enter any premises of the Customer for that purpose at anytime and without giving notice.
- 11.7 Any drums, pallets or other similar items in or on which any items are delivered shall at all times remain the exclusive property of the Company and in the event of the Customer failing to deliver them up to the Company in good condition on request that Company may charge the Customer for their full replacement value.
- 12. Industrial and Intellectual Property Rights**
- All intellectual and industrial property rights of whatever nature comprised in the Products and/or Service, including, without limitation, in any designs, drawings and specifications prepared or delivered by the Company are and shall remain at all times vested in the Company.
- 13. Confidentiality**
- 13.1 All information of a technical nature disclosed by the Company its employees or agents in connection with the Products or Services is supplied in confidence and shall be treated by the Customer as confidential and shall not without prior written consent of the Company be divulged to any person other than (on a confidential basis) those persons to whom it is necessary to supply such information. The Customer shall accept liability for any such unauthorised disclosure to third parties.
- 13.2 All the Company's technical information know-how expertise formulae specifications and other information howsoever disclosed by the Company to the Customer shall (subject to the rights of any other owner) remain the property of the Company and shall be utilised by the Customer only for the purposes for which they were provided.
- 14. Insolvency or default of the Customer**
- The Company may without prejudice to any other right or remedy available to it, suspend Delivery and/or other Services, repossess the Products, dispose of the Products and/or terminate any Agreement made on these Conditions forthwith by written notice to the Customer if the Customer is in breach of the Agreement or if the Customer shall make or offer to make any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or an encumbrance takes possession, or a receiver is appointed in respect of any of the property or assets of the Customer or the Customer ceases or threatens to cease to carry on business or the Company learns that any of the above events is about to occur. Upon any such termination all monies invoiced by or otherwise due to the Company in respect of works or such part of them has been completed shall be paid by the Customer in full forthwith together with any amount then to subsequently demanded by the Company as reasonable payments or remuneration in receipt of any Services carried out but not invoiced and in respect of all materials obtained produced or supplied by the Company, whether or not incorporated in the works together with a further amount (as reasonably determined by the Company) representing loss of profit and/or expense resulting from the termination.
- Should the Customer breach any terms of the Agreement, or if the Company's or its agents or sub-contractors do not have proper and uninterrupted access to working space premises etc or if continuity of Services is disrupted through no fault of the Company the Customer shall indemnify the Company in respect of any resultant losses.
- 15. Warranties and liability**
- 15.1 The Company shall so far as it is able to do so provide the Customer with such information as is required to claim under any manufacturer's warranties. In the event of a claim, the Customer shall in the first instance contact the Company that may, in its discretion, assist the Customer to make a claim on the Customer's behalf.
- 15.2 Save as expressly provided in these Conditions, (within the meaning of the Unfair Contracts Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 15.3 Any claim against a manufacturer made by or on behalf of the Customer shall be at the Customer's cost.
- 16. Assignment**
- 16.1 The Customer shall not assign or otherwise transfer or share any benefit or liability under any Agreement without the prior written consent of the Company.
- 16.2 The Company shall be entitled to assign and/or sub-contract any rights and/or obligations under this Agreement at any time and shall give notice in writing to the Customer of any such assignment.
- 17. Force Majeure and Limitations of liability**
- 17.1 Neither party to the Agreement shall be liable for any delay or failure to perform any obligations if the delay or failure results from events or circumstances outside that party's reasonable control (and the customer shall not be entitled to repudiate or rescind the contract).
- 17.2 The Company will not be liable (in contract, tort or otherwise) in respect of any indirect or consequential loss, damage or expenses howsoever arising. Without limitation indirect loss shall include loss of profits, business or goodwill. The Company does not hereby exclude its liability for death or personal injury caused by its negligence.
- 17.3 The Customer shall indemnify the Company against any responsibility for Services undertaken by the Company, on which any approval required by legislation or otherwise has not been obtained.
- 18. Notices**
- 18.1 Any notice required or permitted to be given by either party to the other under the Agreement shall be in writing.
- 18.2 All notices to the Company shall be addressed to the Company at its registered office by first class registered post or stated email address/facsimile number and all notices to the Customer shall be addressed to the Customer's Delivery Address by first class registered post or to the Customer's stated email address/facsimile number.
- 18.3 Notices given electronically shall be deemed to be received the next working day following transmission. A notice is deemed to have been received in the case of a facsimile 48 hours after dispatch and notices given by first class post shall be deemed to be received three working days after posting.
- 19. Jurisdiction, Governing Law and Third Party Rights**
- 19.1 These Conditions shall be governed by and construed in accordance with the Laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of English Courts. For the avoidance of doubt, the Agreement is, as stated in Condition 2.4, concluded in England upon issue by the Company of a Customer Order Form.
- 19.2 No term of these Conditions or any Agreement is intended to benefit any third party, and, unless expressly stated otherwise in these Conditions the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 20. Further Company Information:**
- The Company's email address is info@spaceindustries.co.uk and its website domains are www.spaceindustries.co.uk
- The Company's VAT registration number is 02619403.