



Isca Decorating Co. Ltd

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1. TERMS AND CONDITIONS

2. YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 7 & 8 (LIMITATION OF LIABILITY)

3. INTERPRETATION

3.1 The following definitions and rules of interpretation apply in these Conditions

3.2 Definitions:

4. "BUSINESS"

5. YOU IF YOU ARE BUYING SERVICES WHOLLY OR MAINLY FOR USE IN CONNECTION WITH YOUR TRADE, BUSINESS, CRAFT OR PROFESSION.

6. "CHARGES"

7. THE CHARGES PAYABLE BY YOU FOR THE SUPPLY OF THE SERVICES IN ACCORDANCE WITH CLAUSE 5.

8. "CONDITIONS"

9. THESE TERMS AND CONDITIONS AS AMENDED FROM TIME TO TIME IN ACCORDANCE WITH CLAUSE 11.5.

10. "CONTRACT"

11. THE CONTRACT BETWEEN YOU AND US FOR THE SUPPLY OF SERVICES IN ACCORDANCE WITH THESE CONDITIONS.

12. "CONSUMER"

13. YOU IF YOU ARE NOT A BUSINESS.

14. "DELIVERABLES"

15. THE DELIVERABLES SET OUT IN THE ORDER.

16. "ORDER"

17. YOUR ACCEPTANCE OF THE QUOTATION PROVIDED BY US AS ATTACHED TO THESE TERMS AND CONDITIONS AND ANY DOCUMENT SET OUT IN IT AS COMPRISING PART OF THE CONTRACT.

18. "SERVICES"

19. THE SERVICES, INCLUDING THE DELIVERABLES, SUPPLIED BY US TO YOU AS SET OUT IN YOUR ORDER.

20. "US / OUR / WE"

21. ISCA DECORATING COMPANY LIMITED REGISTERED IN ENGLAND AND WALES WITH COMPANY NUMBER 07289443 AND VAT NUMBER 993 3942 71.

22. "YOU / YOUR"

23. THE PERSON, ORGANISATION OR FIRM WHO PURCHASES THE SERVICES FROM US.

24. BASIS OF CONTRACT

24.1 The Order constitutes an offer by You to purchase Services in accordance with these Conditions. The Order shall only be deemed to be accepted when We do so in writing at which point the Contract shall come into existence. If You are a Business, these Conditions apply to the Contract to the exclusion of any other express or implied terms.

24.2 Any quotation given by Us shall constitute a conditional offer, and is only valid for a period of 30 days from its date of issue.

25. SUPPLY OF SERVICES

25.1 We shall supply the Services to You in accordance with the Order in all material respects.

25.2 We shall endeavour to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

25.3 We reserve the right to amend the Order 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 We shall notify You in any such event.

25.4 We promise to You that the Services will be provided using reasonable care and skill.

25.5 All necessary materials can be provided by Us and will always be of high trade quality and used in an appropriate manner as per the manufacturer's instructions. We cannot guarantee the quality of any materials supplied by You. Where it is necessary to match existing décor, Our Services will be carried out with this in mind, using appropriate materials that provide an exact match where possible. If an exact match will not be achievable, We will discuss this with You.

26. YOUR OBLIGATIONS

26.1 You shall:

26.1.1 ensure that the terms of the Order and any information you provide are complete and accurate;

26.1.2 co-operate with Us in all matters relating to the Services;

26.1.3 provide Us with such information and access to Your premises and other facilities as We may reasonably require in order to supply the Services;

26.1.4 prepare Your premises for the supply of the Services including removing all valuable and/or fragile items, pictures and wall hangings before the Services are carried out. We can provide assistance with the repositioning and/or removal of curtains, blinds, bulky furniture items and white goods but this may incur an additional Charge. Any items that We are unable to move from the working area will be suitably covered but will remain in place at Your own risk. We reserve the right to decline to move particularly heavy or bulky items if they present a health and safety risk;

26.1.5 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;

26.1.6 keep all materials, equipment, documents and other property belonging to Us (Our Materials) at Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation; and

26.1.7 comply with any additional obligations as set out in the Order

26.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by Your act or omission then without limiting or affecting Our legal rights, We shall have the right to suspend provision of the Goods and/or Services until You cooperate. We shall not be liable for any losses sustained or incurred by You arising from Your failure or delay to perform any of Your obligations as set out in this clause You shall reimburse Us on written demand for any costs or losses sustained or incurred by Us arising from the act or omission.

27. CHARGES AND PAYMENT

27.1 The Charges for the Services shall be calculated on a time, materials and plant basis and are as set out in the Order. If you are a Business, Our Charges may be calculated on a daily rate basis as set out in the Order.

27.2 We shall invoice You on completion of the Services or if you are a Business we shall invoice you every 30 days or as agreed between Us and You. You shall pay each invoice submitted by Us within 30 days of the date of the invoice and in full and in cleared funds to the bank account stated on the invoice. Unless indicated otherwise, all amounts payable by You under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). You shall pay to Us such VAT as is due in respect of the Services.

27.3 If You fail to make a payment due to Us under the Contract by the due date, then, without limiting Our remedies under clause 10, You 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 5.3 will accrue each day at 1% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. We reserve the right to recover Our legal costs from You incurred in pursuing overdue Charges.

27.4 If You are a Business, all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

28. INTELLECTUAL PROPERTY RIGHTS

28.1 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 You) shall be owned by Us.

29. LIMITATION OF LIABILITY: CONSUMERS

29.1 This clause only applies if You are a Consumer. We are responsible for losses You suffer caused by Us breaking this contract unless the loss is:

29.1.1 Unexpected. It was not obvious that it would happen and nothing You said to Us before We accepted Your Order meant We should have expected it (so, in the law, the loss was unforeseeable).

29.1.2 Caused by a delaying event outside our control. As long as We have taken the steps set out in clause 11.2.

29.1.3 Avoidable. Something You could have avoided by taking reasonable action.

29.1.4 A business loss. Our liability for any loss You suffer in connection with your trade, business, craft or profession is limited, as described in clause 8 below.

30. LIMITATION OF LIABILITY: BUSINESSES

30.1 This clause 8 shall only apply if You are a Business.

30.2 The Supplier has obtained insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

30.3 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

30.4 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.



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- 30.5 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 30.6 Nothing in the Contract limits any liability which cannot legally be limited, including [but not limited to] liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 30.7 Subject to clause 8.3 (No limitation in respect of deliberate default), and clause 8.5 (Liabilities which cannot legally be limited), the Supplier's total liability to the Customer for all loss or damage shall not exceed £100,000.
- 30.8 Subject 8.4 (No limitation in respect of deliberate default), clause 8.5 (No limitation of customer's payment obligations) and clause 8.6 (Liabilities which cannot legally be limited), this clause 8.8 sets out the types of loss that are wholly excluded: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, and indirect or consequential loss.
- 30.9 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 30.10 This clause 8 shall survive termination of the Contract.

31. CANCELLATION

- 31.1 Your legal right to change your mind. This clause 9 only applies if You are a Consumer.
- 31.2 For most of Our Services bought online, , over the telephone , You have a legal right to change Your mind about Your purchase and receive a refund of what You paid for it, including the delivery costs. This is subject to some conditions, as set out below.
- 31.3 When you cannot change your mind. You cannot change Your mind about an order for Services, once these have been completed.
- 31.4 The deadline for changing your mind. If You change Your mind about Services You must let Us know no later than 14 days after the day we confirm we have accepted your Order.
- 31.5 How to let Us know. To let Us know You want to change Your mind, contact Us on 01392 833116 or alternatively fill in the online form at [LINK TO WEBSITE]. If You use this option, We will communicate to You an acknowledgment of receipt of such cancellation without delay.
- 31.6 You have to pay for Services You received before You change Your mind. If You bought a Service We do not refund You for the time You were receiving it before You told Us You had changed Your mind.
- 31.7 We have the right charge You if We have incurred costs in processing Your Order up to the point of cancellation.
- 31.8 We reduce Your refund if You have used or damaged the Goods to compensate Us for their reduced value. In some cases, because of the way You have treated the Goods, no refund may be due.
- 31.9 When and how We refund You. If You have ordered a Service, we refund You as soon as possible and within 14 days of You telling Us You have changed Your mind. We refund You by the method You used for payment.

32. ENDING THE CONTRACT

- 32.1 Without affecting any other right or remedy available to it, either party may end the Contract with immediate effect by giving written notice to the other party if:
- 32.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
- 32.1.2 the other party (or where a party consists of more than one person or organisation, any person or organisation forming part of the party) takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 32.1.3 the other party is a Business and suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 32.1.4 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.
- 32.2 Without affecting any other right or remedy available to Us, We may end the Contract with immediate effect by giving written notice to You if You fail to pay any amount due under the Contract on the due date for payment;

- 32.3 Without affecting any other right or remedy available to Us, We may suspend the supply of Services under the Contract or any other contract between You and Us if You fail to pay any amount due under the Contract on the due date for payment; You become subject to any of the events listed in clause 10.1.3 or clause 10.1.4, or We reasonably believe that You are about to become subject to any of them; or We reasonably believe that You are or are about to become subject to any of the events listed in clause 10.1.2.

- 32.4 On the ending of this Contract, You shall immediately pay to Us all of Your outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt. You shall also return all of Our materials and any Deliverables which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. The ending of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties

33. GENERAL

- 33.1 Transfer. We can transfer Our contract with You, so that a different organisation is responsible for supplying your Services. We will tell you in writing if this happens and if you are a Consumer We will ensure that the transfer will not affect your rights under the Contract. You can only transfer Your contract with Us to someone else if We agree to this. If You are a Business You need Our agreement to transfer Your contract with Us and it is entirely up to Us whether We give it.
- 33.2 Events outside of our control. If Our supply of Services is delayed by an event outside Our control, We contact You as soon as possible to let You know and do what We can to reduce the delay. As long as We do this, We will not compensate You for the delay, but if the delay is likely to be substantial You can contact our Customer Service Team to end the Contract and receive a refund for any Services You have paid for in advance, but not received, less reasonable costs We have already incurred.
- 33.3 Third party rights. This Contract is between You and Us. Nobody else can enforce it and neither of Us will need to ask anybody else to sign-off on ending or changing it.
- 33.4 Entire agreement. This clause 12.5 only applies if You are a Business. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Nothing in this clause shall limit or exclude any liability for fraud.
- 33.5 Variation and waiver. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives). We might not immediately chase You for not doing something (like paying) or for doing something You are not allowed to, but that does not mean we cannot do it later.
- 33.6 Severance. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 33.7 Notices.
- 33.7.1 Any notice given to a party in connection with the Contract shall be in writing and shall be 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 sent by email to the address specified in writing by the other party from time to time.
- 33.7.2 Any notice shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second ordinary working day (i.e not a weekend or bank holiday) after posting; or if sent by 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 12.8.2, 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.
- 33.7.3 This clause 12.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 33.8 Third party rights. This contract is between You and Us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 33.9 Governing law and Jurisdiction. These terms are governed by English law. If You are a Consumer then, wherever You live, You can bring claims against Us in the English courts and if You live in Wales, Scotland or Northern Ireland, You can also bring claims against Us in the courts of the country You live in. If You are a Consumer We can claim against You in the courts of the country You live in. If You are a Business You irrevocably agree to submit all disputes arising out of or in connection with Our contract with You to the exclusive jurisdiction of the English courts.