Form Eighty Limited

Terms and Conditions of Sale, Design, Manufacture and Installation

Form Eighty Limited · Company number 14328088 · VAT number 456 071 592

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Key points at a glance

This summary is for convenience only. The full Terms below form the Contract.

- **Made to order.** Everything we make is bespoke, so once you accept the Quotation, cancelling carries a charge that reflects the stage reached (clause 18 and Schedule 1).
- **Payment.** 50% deposit when you accept the Quotation. Consumers then pay 40% before delivery and 10% at Practical Completion; Business Customers pay the remaining 50% before delivery. Appliances are paid for in full when ordered (clause 4).
- **Approval.** We will not manufacture until you approve written Production Drawings, so please check them carefully (clause 6).
- **Dates.** Delivery and installation dates are estimates unless we confirm in writing that a date is guaranteed (clause 13).
- **Natural materials.** Timber, veneer and stone vary naturally. This is not a defect (clause 8).
- **Your rights.** Nothing in these Terms takes away your statutory rights. If you are a Consumer you may have a 14-day right to cancel standard items such as appliances, and early design work (clauses 1.5 and 18.1).

1. About these Terms

1.1 These Terms apply to the design, supply, manufacture, delivery and, where included in the Quotation, installation of bespoke furniture, cabinetry, kitchens, worktops, appliances and related products and services by Form Eighty Limited ("Form Eighty", "we", "us", "our"). The person or organisation buying them is the "Customer", "you" or "your".

1.2 In these Terms:

- **Consumer** means an individual acting wholly or mainly outside their trade, business, craft or profession. **Business Customer** means any other Customer.
- **Contract** means the agreement between us, made up of the documents listed in clause 1.4.
- **Contract Price** means the total price for the Goods and Services in the Quotation, as varied under these Terms.
- **Goods** means the furniture, cabinetry, worktops, appliances and other products we are to supply.
- **Services** means the design, survey, manufacture, delivery, installation and other services we are to provide.
- **Production Drawings** means the drawings and specification we prepare for your approval under clause 6.
- **Practical Completion** has the meaning given in clause 14.1.
- **Quotation** means our written quotation for your project.
- **Site** means the property where the Goods are to be installed.
- **Working Day** means a day other than a Saturday, Sunday or bank holiday in England.

1.3 "In writing" includes email.

1.4 The Contract is made up of: the accepted Quotation; these Terms (the version in force on the date of the Quotation, published at www.formeighty.co.uk/terms); the approved Production Drawings and specification; and any written variation agreed under clause 7. If they conflict, they take priority in this order: (1) a written variation agreed after the Contract was formed; (2) the approved Production Drawings and specification; (3) the Quotation; (4) these Terms.

1.5 Nothing in these Terms affects a Consumer's statutory rights, including under the Consumer Rights Act 2015. Clauses that apply only to Consumers or only to Business Customers say so. All other clauses apply to both.

2. Quotations and Forming the Contract

2.1 Our Quotation describes the Goods and Services included in your project and the price. Anything not expressly included is excluded.

2.2 A Quotation is valid for the period it states or, if none is stated, for 30 days from its date. We may withdraw it at any time before you accept it.

2.3 The Quotation is based on the information you give us. Please tell us about anything that may affect the design, price or programme.

2.4 You accept a Quotation by signing it (or confirming acceptance by email) and paying the deposit. The Contract is formed when we confirm in writing that we have received your acceptance and the deposit (our "Order Confirmation").

2.5 We do not reserve manufacturing or installation capacity, or order materials, until the Contract is formed.

2.6 By accepting a Quotation you confirm that you have been given access to these Terms and had the opportunity to read them. Our Quotation tells you where to find them (www.formeighty.co.uk/terms). We will also send you a copy in a form you can keep, for example a PDF by email, with your Order Confirmation.

3. Price, VAT and Price Changes

3.1 Prices are in pounds sterling and are stated in the Quotation as either including or excluding VAT. Where VAT is excluded, it is added at the rate applicable at the time of supply.

3.2 The Contract Price is based on the specification and information available when we prepared the Quotation. It will change only where:

- you ask for a change to the specification or scope (clause 7);
- concealed or unforeseeable Site conditions, which we could not reasonably have identified when preparing the Quotation, require additional work or materials;
- information supplied by you, or by anyone acting for you, is materially inaccurate or incomplete;
- you cause or request a delay that leads to additional costs (clauses 12 and 17); or
- we agree a variation in writing.

3.3 Wherever reasonably practicable, we will tell you the effect on price before carrying out additional chargeable work.

3.4 If the start of manufacture is delayed by more than six months after the Order Confirmation for reasons caused by you, we may adjust the price of materials and components to reflect supplier price increases that we can evidence to you. If we do, you may cancel the affected part of the Contract within seven days of our notice without paying the charges in Schedule 1, but you must pay for Services already carried out, Goods already made and non-cancellable items already ordered for you.

4. Payment

4.1 Unless the Quotation says otherwise, the Contract Price for cabinetry, furniture, worktops (whether made by us or supplied through a subcontractor we appoint) and installation is payable as follows:

- **Deposit – 50%**, payable when you accept the Quotation.
- **Interim payment – 40%**, for Consumers, bringing payments to 90% of the Contract Price, due 10 Working Days before the agreed delivery date.
- **Final payment – 10%**, for Consumers, due as set out in clause 14.4.
- **Balance – 50%**, for Business Customers, due 10 Working Days before the agreed delivery date.

4.2 Appliances we supply are not part of the staged payments in clause 4.1. We may ask for payment of up to 100% of their price when you order them, as stated in the Quotation. Worktops, whether we make them, supply them or have them made by a subcontractor we appoint, are included in the Contract Price and paid for under clause 4.1.

4.3 Invoices for variations are payable as stated in the variation or, if it says nothing, with the next stage payment that falls due. Any other invoice is payable within 7 days of the invoice date unless a different date is stated.

4.4 Payment is made when cleared funds reach our bank account. We will never change our bank details by email alone. If you receive a request to do so, please phone us before paying.

4.5 We will not release Goods for delivery or begin installation until the interim payment (or, for Business Customers, the balance) has been received in cleared funds.

4.6 If a payment is overdue we may, after giving you at least 5 Working Days' written notice, suspend design, procurement, manufacture, delivery or installation, and revise the project programme to reflect the delay. A new delivery or installation date will depend on our manufacturing and installation availability.

4.7 Business Customers must pay without deduction or set-off, and we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. If you are a Consumer, after a written reminder we may charge interest on overdue sums at 4% a year above the Bank of England base rate until payment.

4.8 *Reservation payment.* Where we agree it in writing, you may pay us a reservation payment of up to 10% of the Contract Price (the amount will be stated in that written agreement), to reserve provisional manufacturing dates. Paying it, once we confirm receipt in writing, forms the Contract (in place of clause 2.4). The dates stay reserved only if you pay the rest of the 50% deposit in cleared funds by the date we agree with you in writing, and the reservation payment counts towards that deposit. If you do not, we may release the reserved dates. The reservation payment is non-refundable, because it covers the design and survey work and the manufacturing capacity we commit to you. This does not affect any right a Consumer has to cancel and be refunded under clause 18.1 or by law.

5. Site Survey and Information You Give Us

5.1 Unless we agree otherwise, we will carry out a survey of the Site before releasing bespoke cabinetry into manufacture. You must give us reasonable access to the Site and to every area relevant to the installation.

5.2 Our survey records dimensions and visible conditions relevant to the Goods. It is not a structural, electrical, plumbing, gas, asbestos or building survey, and we are not responsible for detecting hidden defects or concealed services.

5.3 We may rely on information supplied by you, or by your architect, designer, builder or other contractors, where we cannot reasonably verify it. You are responsible for making sure that information (including dimensions, floor levels, service positions and appliance details) is accurate and complete.

5.4 If the Site changes after our survey, for example walls, floors, ceilings, service positions, openings or finished surfaces, you must tell us promptly. Any re-survey, redesign, remanufacture or extra installation work needed because the Site has changed is a variation under clause 7, and we are not responsible if Goods made to our survey dimensions no longer fit because of a change you did not tell us about.

5.5 You must tell us in writing, before work starts, about any asbestos or other hazardous material you know of or suspect at the Site, and about the position of concealed pipes, cables and other services. If we find or suspect hazardous material we may stop work until it has been dealt with safely, and the cost of dealing with it is yours.

6. Production Drawings and Approval

6.1 After the survey we will prepare Production Drawings and a specification for your approval.

6.2 Please check them carefully, including dimensions, layout, finishes, handles, appliance information and how things will work in use.

6.3 Tell us about any amendments you want before you give final approval. Four rounds of amendments are included in the Contract Price. Further design revisions may be charged as a variation.

6.4 Once you approve the final Production Drawings and specification in writing (email is sufficient), we are authorised to release the project into manufacture. From that point the Goods are made to your specification and changes are governed by clause 7.

6.5 Your approval confirms that the design and specification shown are accepted for manufacture. It does not remove our responsibility to provide the Services with reasonable care and skill, or to make the Goods in

accordance with the approved Production Drawings. If Goods differ from the approved Production Drawings, we will put them right at our cost.

6.6 We are not responsible for a problem that comes from information you or your representatives gave us, or from a design choice you made and approved in the Production Drawings (for example layout, finishes, or how you plan to use the space). This does not apply to errors in our own survey measurements, or to Goods that differ from the approved Production Drawings, which we will put right under clause 6.5.

6.7 We may correct minor technical details during manufacture where necessary for construction or installation, provided the change does not materially alter the appearance, function or agreed specification.

6.8 *Matching existing items.* If a Quotation, drawing or specification says that we will "match" something that already exists (for example existing cabinetry, a worktop, a door style or a paint colour), this describes our design intention: we will use reasonable skill and care to achieve the closest match that is practicable. It is not a promise that the result will be identical or indistinguishable from the existing item. Existing items change with age, wear, sunlight and cleaning, may have been made using different materials, finishes or batches that we cannot reproduce, and we may not have the information needed, such as the manufacturer, the finish or a colour reference. Where we can, we will prepare a sample or finish for you to approve before manufacture, and if you approve it, or approve Production Drawings that describe the finish, the Goods will be made to that approval, and a difference between the new Goods and existing items, or items made by other people, is not a defect. If you need an exact match, tell us before the Contract is formed and we will say whether it can be done; we are only bound to an exact match if we confirm it in writing using the word "exact".

6.9 *Existing surfaces and structure.* Walls, floors, ceilings and existing units are rarely perfectly straight, level or square. We will scribe and fit our Goods to reasonable tolerances, but we cannot make new Goods line up perfectly with surfaces or items that are not true, and a visible scribe or small gap that results from this is normal. We are not responsible for the condition of existing items or surfaces, except for damage that we cause.

6.10 *Visuals and design advice.* Renderings, 3D images, sketches and photographs are illustrations to help you picture the design. Colours, finishes and proportions may look different in real life, so please rely on the approved Production Drawings and any samples you approve. Our design work covers the cabinetry and furniture we make. Any permissions the wider project needs, such as planning permission, building regulations approval, listed building consent or landlord or freeholder consent, are for you to obtain, and please take advice from a suitably qualified professional on any structural changes. If you are unsure whether anything applies, just ask us and we will point you in the right direction.

7. Changes and Variations

7.1 Any change you want after the Contract is formed must be requested in writing.

7.2 We will tell you how the change affects price, manufacturing time, delivery or installation dates and any other part of the project, and confirm it in a written variation. No material change binds either of us until we both agree it in writing. We will not unreasonably refuse a practicable change.

7.3 Changes requested after Production Drawings are approved may increase design, material, manufacturing and labour costs, including the cost of Goods already made or ordered that can no longer be used. Once manufacture has begun, some changes may be impossible, and we will tell you if that is the case.

7.4 If a product or material becomes unavailable (for example because a manufacturer discontinues it), we will tell you and may substitute a suitable replacement of equivalent quality and specification, at no extra cost to you, where it does not materially change the appearance, size or function of the item. If a replacement would make a material difference, or would affect the design of the cabinetry (for example an appliance with different dimensions), we will offer you options and agree the change with you under clause 7.2. If you do not wish to accept any option, you may cancel the affected item and we will refund what you have paid for it.

8. Bespoke Manufacture and Natural Materials

8.1 We make furniture specifically for each project.

8.2 Natural materials, including timber, veneer and stone, vary in grain, figure, colour, texture, pattern, veining, pitting and fissures. This variation is a characteristic of the material and is not a defect.

8.3 Samples, photographs, brochures and display pieces are illustrative only unless the Quotation or specification says otherwise, and screens display colour differently. We cannot always guarantee an exact match between natural materials, batches or samples, but we will take reasonable care to match components used within the same installation.

8.4 Timber and timber-based products move with changes in temperature and humidity, which can cause small seasonal changes. This is normal and is not a defect where it is within ordinary tolerances. Painted and lacquered finishes can also change over time through normal use, light and environmental conditions.

8.5 We will give you care and maintenance instructions at handover.

9. Appliances

9.1 Where we supply appliances, the make and model will be stated in the Quotation or specification. Appliances carry the manufacturer's guarantee and we will help you make any claim under it. This does not affect our responsibilities to you as seller.

9.2 Where you supply appliances, you must give us the exact make and model, and we must approve it, before manufacture begins. You are responsible for delivering them to us or the Site on time and for checking them for damage on arrival. We are not responsible for the performance of, or defects in, appliances you supply, but we are responsible for any damage we cause to them.

9.3 We may rely on manufacturers' published technical information when designing cabinetry around an appliance.

9.4 If an appliance you supply differs from the approved model, or the information we were given is inaccurate, any redesign, alteration, remanufacture or extra installation work may be charged as a variation.

9.5 Unless the Quotation expressly includes them, our installation does not include final electrical, gas, plumbing or other regulated connections (see clause 11).

10. Worktops

10.1 Worktops may be made and installed by us (including solid-surface products such as HI-MACS where the Quotation says so); supplied through us and templated, fabricated or installed by a specialist subcontractor we appoint; or supplied independently by you.

10.2 Where we contract with you to supply stone or other specialist worktops, we remain responsible to you for that supply even if we use a subcontractor.

10.3 Stone and other specialist worktops are usually templated after our cabinetry has been installed and levelled, and the programme will allow for this. Please do not allow anyone to alter our cabinetry for worktop installation without our written agreement.

10.4 Where you appoint your own worktop supplier, that supplier is responsible for its own templating, fabrication, supply and installation, and we are not responsible for the worktop or its fitting. Worktops you supply must be specified to us and approved before cabinetry manufacture begins if their dimensions, support or installation requirements affect the cabinetry.

11. Other Trades and Services

11.1 Unless the Quotation expressly includes them, our scope does not include: electrical work or final electrical connections; plumbing or final plumbing connections; gas work or gas appliance connections; structural or general building work; plastering; decorating; or other specialist trades.

11.2 That work must be done by competent tradespeople who are qualified or registered where the law requires.

11.3 We may recommend tradespeople we have worked with. Unless the Quotation says we are engaging them as our subcontractor, a recommendation does not make them our employee, agent or subcontractor, and your contract for their work is with them.

11.4 We are not responsible for the acts or omissions of contractors you appoint directly, except to the extent our own breach contributed to the loss.

12. Site Readiness and Access

12.1 You must make sure the Site is ready for our work on the agreed installation date. Unless we agree otherwise, that means:

- relevant building work is substantially complete;
- walls, floors and ceilings affecting the installation are finished and sufficiently dry;
- services are in their agreed positions;
- safe and reasonable access is available, including parking and a clear route for deliveries;
- other trades do not obstruct our installation;
- the property has suitable power, lighting, water and toilet facilities; and
- the Site is reasonably clean, secure and safe, with valuables and fragile items removed from the working area and pets kept away.
- the Site has a stable, suitable temperature and humidity for installing timber and finished joinery. If the building is normally heated, the heating must be on and working, and kept on, throughout the installation period, particularly in the winter months.

12.2 Please tell us about any delicate floor finishes or surfaces. We will take reasonable care to protect floors and finishes in our working areas.

12.3 If the Site is not ready, we may postpone installation and charge for the reasonable additional costs directly caused by your delay or by the Site not being ready, including extra transport, storage, labour and return visits. We will explain these costs to you, and they must be reasonably incurred.

13. Delivery, Installation and Programme

13.1 We will agree a programme with you as the project progresses and will confirm delivery and installation dates in writing, giving at least 5 Working Days' notice of the delivery date.

13.2 Dates are estimates, not guarantees, unless we expressly agree in writing that a date is guaranteed. We will make reasonable efforts to meet agreed dates and will tell you about material delays as soon as reasonably practicable.

13.3 Someone aged 18 or over must be present at the Site to receive deliveries. Please check Goods for visible damage or shortages on delivery and tell us promptly, ideally within three Working Days.

13.4 Our installers normally work between 8am and 5pm on Working Days unless we agree otherwise.

13.5 We may use our own employees or subcontractors to carry out the Services and remain responsible to you for the work.

14. Practical Completion and Snagging

14.1 "Practical Completion" occurs when the Goods and Services within our scope are installed and capable of normal use, even if minor defects, adjustments or snagging items remain that do not prevent normal use. Matters that are outstanding only because they depend on someone else (for example a worktop from your own supplier, or final connections by other trades) do not delay Practical Completion if our own work is otherwise complete.

14.2 When we consider Practical Completion has been reached, we will tell you and invite you to a handover inspection. Within 5 Working Days of our notice or the inspection, please either confirm Practical Completion in writing or send us a written list of any items you say prevent it or need snagging. If we have not heard from you after a reminder, we may treat Practical Completion as reached. This does not stop you raising snagging items or defects afterwards.

14.3 We will remedy legitimate snagging items for which we are responsible within a reasonable period, taking account of the nature of the item and the lead time for any replacement material or component. We aim to do this within four weeks.

14.4 If you are a Consumer, the final payment (10%) is due within two weeks of Practical Completion. If there are agreed snagging items, you may withhold only a sum equal to the reasonable cost of putting them right (as agreed with us in writing or, if not agreed, as reasonably estimated) and must pay the rest.

14.5 If you take the Goods into use before we tell you Practical Completion has been reached, Practical Completion is treated as reached when you do so, apart from matters you have notified to us.

14.6 Nothing in this clause requires a Consumer to waive any statutory right or prevents you raising a defect that could not reasonably have been identified at Practical Completion.

15. Ownership and Risk

15.1 The Goods are at our risk until they are delivered to you, or to a person you nominate, at the Site. After delivery they are at your risk, but we remain responsible for damage caused by us or our subcontractors.

15.2 Ownership of the Goods stays with us until we have received payment in full of the price of those Goods. Until then you must keep them safe and in good condition and must not sell, pledge or dispose of them.

15.3 Please tell your insurer about the works.

16. Defects and Aftercare

16.1 *Your legal rights (Consumers).* The law requires Goods to be of satisfactory quality, fit for their purpose and as described, and Services to be performed with reasonable care and skill. If they are not, you have legal remedies, which can include repair, replacement, a price reduction or a refund depending on the circumstances and when you tell us. Nothing in these Terms limits those rights. Citizens Advice can give you independent advice on your rights.

16.2 Appliances, hardware and other third-party products carry the manufacturer's own guarantee, and we will help you claim under it.

16.3 Please tell us promptly in writing, with photographs, if you think there is a defect and give us reasonable access to inspect. Please do not have the item repaired by anyone else without checking with us first, as that may make it harder for us to assess the problem.

16.4 We will aim to inspect within 10 Working Days of your notice and, where we are responsible, put the defect right at our cost within a reasonable time.

16.5 We are not responsible for damage or deterioration caused by: misuse, neglect or accidental damage; failure to follow our care instructions; excessive heat, moisture, humidity or unsuitable environmental conditions; movement or defects in the building; leaks or damage not caused by us; alteration or interference by anyone else after our installation; the natural characteristics described in clauses 8 and 10; or fair wear and tear, except to the extent the issue was caused by our breach.

17. Postponement and Storage

17.1 If you want to postpone an agreed delivery or installation date, please give as much notice as you can, and at least 10 Working Days. We will try to accommodate the change, but a replacement date depends on our manufacturing and installation availability.

17.2 If Goods have been made or procured and we cannot deliver them because of a postponement, your delay or the Site not being ready, we will store them. Storage is free for the first two weeks. After that we may make a reasonable storage charge, which we will tell you about in advance. Goods stored at our premises remain at our risk.

17.3 A postponement does not postpone payments for Goods or work already completed. If you postpone delivery after the Goods have been manufactured, the interim payment (or, for Business Customers, the balance) remains due on its original date. If delivery is delayed by more than eight weeks for reasons that are not our fault, we may invoice you for the price of the completed Goods, less any part of the price that relates to installation not yet carried out. Once that invoice is paid, ownership passes to you and we will continue to store the Goods on these terms until delivery.

18. Cancellation by You

18.1 *Consumer right to cancel.* If you are a Consumer, you have the right to cancel within 14 days without giving a reason, except for Goods made to your specification (see clause 18.2). For Services, the 14 days run from the day after the Contract is formed. For standard (non-bespoke) goods such as appliances, the period ends 14 days after you receive them. To cancel, tell us clearly (you can use the form in Schedule 2, but you do not have to). We will refund what you have paid for anything that can be cancelled within 14 days of receiving your notice or, for goods, of getting them back if that is later.

18.2 *Made-to-order Goods and early start.* Our Goods are made to your specification and do not exist until manufacture begins, so the right to cancel does not apply to them. We will not order materials or begin manufacturing during the 14-day period unless you ask us to in writing. If you cancel within the 14 days and we have not yet ordered materials or begun manufacturing, we will refund what you have paid for the Goods within 14 days of receiving your notice. Once we have begun, clause 18.3 applies instead. If you ask us to begin Services such as survey and design during the cancellation period and then cancel, you must pay for the Services provided up to the time you told us you were cancelling, in proportion to the full price of the Services.

18.3 *Cancellation at other times.* If you cancel when you have no statutory right to do so, or after the cancellation period, please tell us in writing. We will charge the cancellation charge in Schedule 1 for the stage the project has reached. The charge is our genuine estimate of the loss caused by your cancellation, including design and survey work, materials ordered or used, partly made or completed bespoke Goods, subcontractor cancellation costs, and lost manufacturing and installation capacity.

18.4 If you are a Consumer and can show that our actual losses are lower than the Schedule 1 charge, we will charge only our actual losses. We will take reasonable steps to reduce our losses (for example by re-using materials where we can) and will not charge for the same loss twice. For Business Customers, the Schedule 1 charges are agreed to be a proportionate protection of our legitimate interests.

18.5 We will credit all payments you have made against the cancellation charge and refund any excess within 14 days. If the charge is more than you have paid, we will invoice you for the difference, payable within 10 working days.

18.6 *Appliances and third-party items.* Appliances and other items ordered for you can be cancelled outside a statutory cancellation period only if our supplier allows it, and you will pay any supplier cancellation, return or restocking charge. Where you have a statutory right to return appliances and other standard goods, you must return them in good condition and bear the direct cost of returning them, and we may reduce the refund if you have handled them more than was needed to check their nature, characteristics and working.

18.7 *Our breach.* If we materially breach the Contract and do not put it right within a reasonable time after you give us written notice, you may terminate the Contract and we will refund payments for Goods and Services not delivered, less the value of anything properly supplied.

19. Suspension and Termination by Us

19.1 We may terminate the Contract by written notice where there is a serious reason, including where:

- you fail to make a material payment when due and do not remedy this within 10 Working Days of our written notice;
- you prevent us from reasonably carrying out the Contract (for example by repeatedly refusing access) and do not remedy this within a reasonable period after notice;
- the Site presents a serious health or safety risk that cannot reasonably be resolved, or our people are subjected to abuse, threats or violence;
- continuing has become impossible because of circumstances outside our reasonable control (clause 20); or
- you are a Business Customer and become insolvent or enter an insolvency process.

19.2 Except where immediate termination is reasonably necessary, we will give you a reasonable opportunity to put things right before terminating.

19.3 If we terminate because of your breach, you will pay the Schedule 1 charge for the stage reached, plus the value of any Services performed and Goods supplied or committed that the charge does not already cover, less payments received. We will not keep your money for Goods or Services we are no longer required to

provide, except to the extent reasonably justified by loss caused by your breach. If we terminate because of circumstances outside our control, clause 20.3 applies instead.

19.4 Termination does not affect rights that have already accrued, or clauses intended to continue, including clauses 15, 16, 21, 22, 24 and 26.

20. Events Outside Our Control

20.1 We are not responsible for delay or failure caused by events outside our reasonable control, including significant supply-chain or transport disruption, supplier failure, severe weather, fire, flood, epidemic, power or utility failure, industrial action and government action. We are also not responsible for delay caused by you or by contractors you appoint.

20.2 We will tell you promptly, take reasonable steps to limit the effect, and agree a revised programme with you.

20.3 If such an event continues for more than eight weeks, either of us may end the affected part of the Contract by written notice. We will refund payments for Goods and Services we have not supplied, less the value of work already done and non-cancellable costs we cannot recover. The Schedule 1 charges do not apply. A Consumer's statutory rights are unaffected.

21. Our Liability

21.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms about title implied by law; or any other liability that cannot lawfully be limited or excluded, including a Consumer's non-excludable rights under the Consumer Rights Act 2015.

21.2 *Consumers.* If we breach the Contract or fail to use reasonable care and skill, we are responsible for loss or damage you suffer that is a foreseeable result. Loss is foreseeable if it was obvious, or if both of us knew when the Contract was formed that it could happen. We are not responsible for losses that were not foreseeable.

21.3 *Business Customers.* We are not liable for loss of profit, revenue, business, contracts or goodwill, or for any indirect or consequential loss. Our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Contract Price.

21.4 We are not responsible for loss to the extent it is caused by: your acts or omissions; inaccurate or incomplete information supplied by you or your representatives; contractors you appoint; concealed defects in the building or its services that we could not reasonably have detected; or events outside our reasonable control (clause 20). This does not apply to the extent our own breach contributed to the loss.

21.5 We will take reasonable care of your property while working at the Site and are responsible for damage caused by our negligence. Please tell us about any damage as soon as you notice it.

21.6 We hold public liability insurance of £5,000,000 and can provide a certificate on request.

22. Intellectual Property and Photography

22.1 Copyright and other intellectual property rights in our drawings, designs and other design material remain ours unless we assign them in writing.

22.2 Once you have paid the sums due under the Contract, you may use the approved design material for the project it was produced for.

22.3 You must not give our drawings or designs to another manufacturer to reproduce the Goods without our written permission.

22.4 If you give us designs, images or other materials to work from, you confirm that you are entitled to use them and that our use of them as instructed will not infringe anyone's rights.

23. Data Protection

23.1 We use your personal information in line with data protection law (the UK GDPR and the Data Protection Act 2018), as explained in our Privacy Notice at www.formeighty.co.uk/privacy-notice. To see or correct your information, please email info@formeighty.co.uk.

24. Complaints and Disputes

24.1 If there is a problem, please contact us as soon as you can at info@formeighty.co.uk so that we can investigate and put it right. We will acknowledge your complaint within 5 Working Days and aim to give you a considered response within 14 Working Days after acknowledgement.

24.2 We will both use reasonable efforts to resolve any dispute directly and in good faith and, where appropriate, consider mediation. Nothing in this clause prevents either of us from going to court or exercising any other legal right.

24.3 If you are a Consumer and we cannot resolve your complaint, you may be able to use an alternative dispute resolution (ADR) provider. We will tell you in writing whether we agree to use ADR for your dispute.

25. General

25.1 *Entire agreement.* For Business Customers, the Contract is the entire agreement between us, and each of us acknowledges that it has not relied on any statement not set out in it (but nothing limits liability for fraud). If you are a Consumer, information we gave you about the Goods and Services before the Contract, which you took into account, forms part of the Contract.

25.2 *Joint customers.* If more than one person is the Customer, each is responsible jointly and severally for the Contract.

25.3 *Transfer.* You may not transfer your rights or obligations under the Contract without our written consent. We may transfer ours to another organisation and will tell you if we do. This will not reduce your rights.

25.4 *Severance and waiver.* If any provision is found to be unlawful or unenforceable, the rest of these Terms continue to apply. A failure or delay in enforcing a right is not a waiver of that right.

25.5 *Third parties.* No one other than you and us has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

25.6 *Notices.* Notices must be in writing and sent by email to the address given in the Quotation (or later notified), or by post to the last address notified. An email is treated as received on the next Working Day after it is sent, and a first-class letter two Working Days after posting.

26. Governing Law and Jurisdiction

26.1 These Terms and the Contract are governed by the law of England and Wales.

26.2 If you are a Consumer, you may bring proceedings in the courts of England and Wales or, if you live in Scotland or Northern Ireland, in the courts there. You keep any mandatory consumer protections of the country where you live.

26.3 If you are a Business Customer, the courts of England and Wales have exclusive jurisdiction unless we agree otherwise in writing.

Schedule 1 – Cancellation Charges

This Schedule applies under clauses 18.3 and 19.3. Percentages are of the Contract Price (excluding appliances and other third-party items, which are covered in paragraph 2). The charge depends on the stage the project has reached when we receive your written notice of cancellation.

1. Stage charges

- **Stage 1** – Contract formed, before our site survey has been carried out: 5%
- **Stage 2** – Survey completed, Production Drawings not yet approved: 15%
- **Stage 3** – Production Drawings approved, before materials are ordered or manufacture begins: 30%
- **Stage 4** – Materials ordered, manufacture not yet begun: 45%

- **Stage 5** – Manufacture begun, Goods not yet complete: 60%
- **Stage 6** – Goods complete or ready for delivery: 100% of the price of those Goods, less any part of the price that relates to installation not yet carried out

2. Appliances and third-party items. You pay our supplier's cancellation, return or restocking charges and any non-refundable costs for items ordered for your project. If an item cannot be cancelled or returned, you pay its price.

3. Credit for payments. All payments you have made are credited against the charge (clause 18.5).

4. Consumers. If you can show that our actual losses are lower than the stage charge, we will charge only our actual losses (clause 18.4).

Schedule 2 – Model Cancellation Form (Consumers)

Complete and return this form only if you wish to cancel under clause 18.1 or 18.2.

To: Form Eighty Limited, Unit 44, Team Valley Business Centre, Earlsway, Gateshead, NE11 0QH, or info@formeighty.co.uk

I/We hereby give notice that I/we cancel my/our contract of sale of the following goods / for the supply of the following service (delete as appropriate):

Ordered on / received on (delete as appropriate): .....

Name of Customer(s): .....

Address of Customer(s): .....

Signature of Customer(s) (only if this form is on paper): .....

Date: .....