

1. **Definitions and Interpretation**

1.1. In the Contract, the following words and phrases have the following definitions:

"Contract Date" means the date of the Order Acknowledgement.

"Contract" means the Quotation and these conditions.

"Fee" means the price for the Goods and/or the Services, as set out in the Quotation.

"Goods" means the goods (or any part of them) to be supplied by us to you in accordance with the Quotation.

"Material Breach" means a breach of any of the obligations set out in clauses 6.1, 6.3, 7.7, 8.3, 9.1, 10.1, 10.2, 10.2.11 (excluding 11.11 and 11.12), 12.1, 12.4, 12.9, 14.2, 14.3, 14.4, 18.1 and 18.2.

"Order Acknowledgement" means the written order acknowledgement sent by us to you confirming to you that the Contract has been entered into.

"Property" means the location where any Services are to be carried out.

"Quotation Particulars" means the quotation particulars set out in the Quotation.

"Quotation" means the most recent quotation supplied by us to you in writing in respect of the Goods and/or Services.

"Services" means the services, including any building works, to be performed by us for you in accordance with the Quotation.

1.2. In the Contract, the following rules of interpretation apply:

1.2.1. a **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. references to **"you"** are references to the individual or individuals to whom the Quotation is addressed and their personal representatives, successors and permitted assigns;

1.2.3. references to **"we"**, **"us"** or **"our"** are references to Innova Care Concepts Limited (company number 11951702) whose registered office is at Rofa House Rudgate, Thorp Arch, Wetherby, England, LS23 7QA and their personal representatives, successors and permitted assigns;

1.2.4. references to **"both parties"** are references to both you and us collectively;

1.2.5. a reference to any legislation or legislative provision includes all subordinate legislation made under that legislation or legislative provision; and

1.2.6. a reference to **"writing"** or **"written"** includes email but excludes fax.

2. **Information About Us and Our Goods and Services**

2.1. Before the Contract is entered into and during the supply of any Goods or the performance of any Services, you can find out everything you need to know about us and our goods and services in the Quotation and on our website (link: <https://www.innovacareconcepts.com/>).

2.2. In the event that you are dissatisfied with our goods or services, we will do our best to resolve any problems you have with us or our goods or services in accordance with our complaints policy that can be found: [\[Complaints Procedure\]](#).

2.3. How we use any personal data you give to us is set out in our privacy notice: [\[Company Privacy Policy\]](#).

3. **Contract Formation**

3.1. Once you have indicated your willingness to enter into the Contract, we will send an Order Acknowledgement to you. There will not be a contract between you and us in respect of the Goods and/or Services until we send an Order Acknowledgement to you.

3.2. The Quotation is only valid for the period specified in the Quotation Particulars. After the expiry of this period, we reserve the right to issue a new quotation before issuing any Order Acknowledgement.

4. **Special Conditions**

4.1. The Quotation Particulars may contain other terms and conditions, which will be set out in the section of the Quotation Particulars headed "Special Conditions". These special conditions form part of the Contract and in the event of any

conflict or inconsistency between the special conditions and these conditions, the special conditions shall take priority over these conditions.

5. **Cooling-Off Period**

5.1. You have a right to withdraw from (cancel) the Contract without giving any reason within 14 (fourteen) calendar days of (but not including) the Contract Date. This 14 (fourteen) day period shall be referred to in the Contract as the **"Cooling-Off Period"**.

5.2. To exercise your right to withdraw from (cancel) the Contract during the Cooling-Off Period, you must inform us of your decision by making a clear statement in writing of your intention to exercise your right to withdraw from (cancel) the Contract. You can inform us of this decision by sending a letter by post or by sending us an email using the contact details set out in the Quotation before the Cooling-Off Period has expired. You may use the model cancellation form appended to these conditions, but it is not obligatory.

5.3. We will not commence the supply of any Goods or the performance of any Services during the Cooling-Off Period unless you request in writing that we do so.

5.4. If we have not commenced the supply of any Goods or the performance of any Services during the Cooling-Off Period, in exercising your right to withdraw from (cancel) the Contract during the Cooling-Off Period you will not incur any liability to pay the Fee.

5.5. If you exercise your right to withdraw from (cancel) the Contract during the Cooling-Off Period after asking us to commence the supply of any Goods or the performance of any Services during the Cooling-Off Period, you will pay to us:

5.5.1. an amount of the Fee that is proportional to the Services performed until the intention to withdraw (cancel) was communicated by you to us; and

5.5.2. any costs incurred by us (either before or after the intention to withdraw was communicated by you to us) in respect of the ordering, delivery and/or cancellation of any Goods.

5.6. If you have paid any part of the Fee to us prior to notifying us of your intention to exercise your right to withdraw from (cancel) the Contract during the Cooling-Off Period (for example, by paying us a deposit), we will refund any part of the Fee which you are not liable to pay to us for Services performed or Goods delivered (see clause 5.5 above). We will refund you, using the method you used for payment, without undue delay and within 14 days of you notifying us of your intention to exercise your right to withdraw from (cancel) the Contract.

6. **Our Obligations (Goods)**

6.1. We will deliver any Goods to the address stated in the Quotation unless you notify us in writing of another address to deliver the Goods to. The delivery location (either in the Quotation or if changed upon request) shall be referred to in the Contract as the **"Delivery Location"**.

6.2. Delivery of any Goods shall be complete upon the unloading of the Goods at the Delivery Location.

6.3. The Goods shall be as described in the Quotation, but we reserve the right to amend the specification of any Goods in order comply with any legal or regulatory requirements. If we need to amend the specification of any Goods, we will notify you of this as soon as it is practical for us to do so.

6.4. Any dates that we quote for delivery of any Goods are approximate only.

6.5. You have 10 (ten) working days after the day on which we notify you that any Goods are ready for delivery to accept delivery of the Goods. If you do not accept delivery of the Goods during this time period (or you have not agreed with us an alternative date upon which you will be able to accept delivery), we reserve the right to resell or dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge you for any shortfall below the Fee.

6.6. We may deliver the Goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract and any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

7. **The Goods Warranty**

7.1. In the Contract, the **"Warranty Period"** means the warranty period stated in the Quotation Particulars.

- 7.2. In addition to your statutory rights, we warrant that on delivery, and for the Warranty Period from the date of delivery, any Goods will:
- 7.2.1. be of satisfactory quality (within the meaning of the Consumer Rights Act 2015);
 - 7.2.2. be fit for any purpose held out by us in the Quotation;
 - 7.2.3. conform with their description in the Quotation in all material respects, other than where materials may change subject to the availability of materials (in such instance we will use all reasonable endeavours to ensure that all measurements, colours, anodising, material fabrics, glazing and other finishes will be to the nearest commercially available specification at the time of the Contract to that specified in the Quotation); and
 - 7.2.4. be free from material defects in design, material and workmanship.
- This warranty is referred to in the Contract as the **"Goods Warranty"**.
- 7.3. We may repair, replace or refund the price of any Goods in breach of the Goods Warranty if:
- 7.3.1. upon discovering that some or all of any Goods do not comply with the Goods Warranty, you give us notice in writing as soon as it is reasonably practical for you to do so;
 - 7.3.2. if we request that you do so, you give us a reasonable opportunity to examine the allegedly defective Goods; and
 - 7.3.3. if we request that you do so, you co-operate with us to arrange the return of some or all of the allegedly defective Goods to us without an unreasonable delay.
- You may choose which remedy you prefer, so long as that in our reasonable opinion it is not disproportionate in cost to the other options.
- 7.4. Without affecting your statutory rights, we may not honour the Goods Warranty if:
- 7.4.1. you make any further use of the allegedly defective Goods after giving notice to us of any defects;
 - 7.4.2. the defect arises because you unreasonably failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods;
 - 7.4.3. the defect arises as a result of us following any drawing, design or specification supplied by you;
 - 7.4.4. you alter or repair any Goods without our written consent;
 - 7.4.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 7.4.6. the Goods differ from their description in the Quotation as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5. These conditions shall apply to any repaired or replacement Goods supplied by us under the Contract but any repaired or replacement performed under the Goods Warranty shall not extend the Warranty Period.
8. **Title and Risk in the Goods**
- 8.1. The risk in any Goods will pass to you when such Goods have been delivered to you at the Delivery Location.
- 8.2. The title in any Goods will not pass to you until we receive payment of the Fee in full (in cash or cleared funds). This means that you will not own the Goods until you have paid the Fee in full.
- 8.3. At any time before title to the Goods passes to you (see clause 8.2), we may require that you deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product and if you fail to do so in a reasonable period time, enter your premises or of any third party where the Goods are stored in order to recover them.
9. **Our Obligations (Services)**
- 9.1. We will provide any Services to you in accordance with the Quotation in all material aspects.
- 9.2. We will use reasonable endeavours to meet any specified dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3. We reserve the right to amend any service specification specified in the Quotation 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. We will notify you in any such event.
10. **The Services Warranty**
- 10.1. We will provide any Services using reasonable skill and care.
- 10.2. We will use reasonable skill and care to avoid any incidental damage to the Property that does not arise as a direct result of the performance of any Services at the Property.
11. **Your Main Obligations**
- 11.1. You will pay the Fee to us in accordance with the terms and conditions of the Contract.
- 11.2. You will ensure that the terms of the Quotation and any other information provided in relation to the formation of any service or goods specification are, as far as you can reasonably be expected to know, complete and accurate.
- 11.3. You will provide us with all of the information in your possession that relates to the performance of any Services or the supply of any Goods.
- 11.4. You will, as soon as it is practical for you to do so, provide us with any additional information that we reasonably request from you.
- 11.5. You will co-operate with us in all matters relating to any Services and the supply of any Goods, including preparing the Property for the supply of any Services, as set out in the Quotation, or as reasonably notified to you by us.
- 11.6. If required, you will provide us (and any of our employees, agents, consultants and sub-contractors) with access to the Property when reasonably required.
- 11.7. You will give all decisions, consents or approvals that we ask of you as soon as it is practical for you to do so.
- 11.8. You will, as far as it is in your power and as far as it is reasonable for us to ask of you, obtain and maintain all necessary licences, permissions and consents which may be required for any Services before the date on which any Services are due to start.
- 11.9. You will use your best endeavours to keep any of our materials, equipment, documents and other property left at the Property during the provision of any Services and/or supply of any Goods in safe custody unless we give you consent to dispose of or deal with such materials, equipment, documents and other property in a different manner.
- 11.10. You will comply with any additional project specific obligations that are set out in the Quotation.
- 11.11. If our performance of any of our obligations under the Contract is prevented or delayed by your failure to perform your obligations under the Contract, we shall (in addition to any other right or remedy under the Contract) have the right to suspend performance of any Services or delivery of any Goods until you perform your obligations. We will not be liable for any costs or losses that you sustain or incur directly or indirectly as a result of us exercising our right to suspend under this clause 11.11.
- 11.12. We reserve the right to increase the Fee by the amount of any costs or losses we sustain or incur as a result of you failing to perform your obligations under the Contract.
12. **The Fee, Charges and Payment**
- 12.1. You will pay the percentage stated in the Quotation Particulars of the Fee to us as an initial payment, no later than the number of days stated in the Quotation Particulars after the respective invoice is issued. We reserve the right not to perform any of our obligations under the Contract until this initial payment has been paid to us by you.
- 12.2. All amounts payable by you under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time (VAT). If the rate of VAT changes between the Contract Date and the date we perform any Services or deliver any Goods, we will adjust the rate of VAT that you pay in accordance with such change, unless you have already paid in full before the change in VAT takes effect.
- 12.3. In respect of any Goods, we will be entitled to send to you an invoice on or at any time after completion of full or part delivery. In respect of any Services, we will be entitled to send to you an invoice at any time in respect of costs incurred to the date of such invoice.
- 12.4. You will pay each and every invoice provided by us to you in full within the number of calendar days set out in the Quotation Particulars of its receipt by you (not including the date of receipt). Interest will be added at the rate of 8% (eight percent) above the Bank of England base rate (current at the

- date of the expiration of this period) on a daily basis to all amounts remaining unpaid after this 14 (fourteen) calendar day period.
- 12.5. Without prejudice to our right to charge interest on any outstanding invoices (see clause 12.4), we may also decide to suspend our performance of any Services or delivery of any Goods until we receive payment in full in respect of any invoices that have not been paid within the agreed period.
- 12.6. If you do not agree with the value of or basis for any sum of money invoiced by us in respect of the Contract, you must give written notice to us within 7 (seven) calendar days of receipt by you of the respective invoice (not including the date of receipt). However, if we cannot agree a resolution with you in this regard then the provisions of clause 21 shall apply.
- 12.7. We will be entitled to recover from you all reasonable costs associated with pursuing and recovering any unpaid debt pursuant to the Contract.
- 12.8. We may take out credit insurance to protect ourselves against unpaid invoices and provide debt collection services. We may be required to report any overdue invoices that remain outstanding and unpaid. We reserve the right to obtain payment of any such outstanding and unpaid invoices via a third party debt collection service at our discretion.
- 12.9. 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).
13. **Variation**
- 13.1. The amount of the Fee is subject to the assumptions described in the Quotation Particulars being correct and accurately reflecting the true state of the Property and the project. It is your responsibility to ensure that such assumptions are appropriate before entering into the Contract and in the event that any such assumptions are not correct, the provisions of clause 13.2.4 (below) shall apply.
- 13.2. If:
- 13.2.1. you request in writing that we perform additional Services to those set out in the Quotation; or
- 13.2.2. you have failed to comply with your obligations under the Contract; or
- 13.2.3. you have failed to do the things described in the Quotation Particulars, including but not limited to complying with our health and safety requirements and complying with your obligations under the CDM Regulations 2015; or
- 13.2.4. in the event that any of the assumptions described in the Quotation Particulars are not correct; or
- 13.2.5. in the event that you have not allowed sufficient access to the Property to enable us to deliver any Goods and/or complete the Services within the time period set out in the Quotation Particulars; or
- 13.2.6. you ask that we change the delivery date(s), quantities or types of any Goods ordered; or
- 13.2.7. you change the specification of any Goods ordered;
- 13.2.8. there are price increases in respect of the cost to us of procuring materials in excess of the original costs for such materials envisaged in the Quotation;
- 13.2.9. matters arise that reasonably require us to increase our fees and/or costs and expenses in respect of the provision of the Services,
- we will attempt to agree with you any addition to the Fee before resuming the delivery of any Goods or the performance of any Services. The Contract will continue to govern the delivery of any additional Goods or the performance of any additional Services.
- 13.3. Any Services undertaken in addition to those detailed in the Quotation will be charged at the labour rate and basis set out in the Quotation Particulars. Additional materials incidental to the performance of the Services in addition to those detailed in the Quotation will be charged at the rate and basis set out in the Quotation Particulars. Additional plant and equipment required for performance of the Services will be charged at the rate and basis set out in the Quotation Particulars.
- 13.4. In the event that we do not agree any variation to the Fee with you in accordance with clause 13.2 within a reasonable amount of time, both parties may terminate this Contract by giving 7 (seven) calendar days' notice in writing to the other. You will pay to us:
- 13.4.1. an amount of the Fee that is proportional to any Services performed and/or Goods delivered upon the expiry of the 7 (seven) calendar days' notice; and/or
- 13.4.2. an amount of the Fee that is not reasonably recoverable by us (including the cost of any cancellation charges levied by our suppliers in respect of the Goods).
14. **Intellectual Property Rights**
- 14.1. The copyright in all designs, drawings, models, plans, specifications, design details, calculations, photographs, brochures, reports, notes of meetings, CAD materials and any other materials provided by us in connection with the Project (whether in existence or to be made) (which shall be collectively referred to in the Contract as the "Documents") and all amendments and additions to such Documents shall remain vested in us. This means that the copyright is owned by us, and you cannot use the Documents other than in accordance with the licence we will grant to you as set out in clauses 14.2 to 14.4 (inclusive) below.
- 14.2. Subject to the payment in full of the Fee, we grant you a personal and non-transferrable licence to use the Documents issued by us for any purpose relating to any Services. You cannot share this right with anyone else, apart from as permitted by clause 14.3 below.
- 14.3. With our prior written consent (which we will not unreasonably withhold), you may grant sub-licences to the Documents, but such sub-licences do not allow you or anyone else to reproduce the Documents for any extension to the original Services.
- 14.4. You will not make copies of any of the Documents nor make use of them in connection with any other project without our prior written consent (which we will not unreasonably withhold).
- 14.5. We will not be liable to you or to anyone else for the use of the Documents by any person other than for the purpose for which they were prepared.
15. **Liability**
- 15.1. Our total liability to you under or in connection with the Contract, whether in contract or in tort (or delict), in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) will not exceed the sum stated in the Quotation Particulars.
- 15.2. We will not be liable to you for losses which you suffer as a result of us breaching the Contract (including any delay in delivery of any Goods or the provision of any Services) where such losses are unexpected, meaning that it was not obvious that such losses would happen and nothing you said to us before entering into the Contract meant that we should have reasonably expected it (meaning that, in law, the loss was unforeseeable).
- 15.3. We will not be liable to you for losses which you suffer as a result of us breaching this Contract where the losses are caused by a delay due to reasons beyond our reasonable control.
- 15.4. Other than in respect of death or personal injury, both parties shall not be entitled to commence any legal action or proceedings, (regardless of how the legal actions or proceedings arise), against the other under the Contract after the expiry of the Warranty Period or the termination the Contract (if earlier), or such other date as may be specified by law.
- 15.5. If we fail to deliver any Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 15.6. We shall not be liable in respect of any damage to the Property and/or its contents howsoever arising (including but not limited to blemishes and/or stains to furniture, the décor or interior finish of the property) that is incidental to the performance of any Services at the property (for the avoidance of doubt, this shall include the transportation of goods and labour in and around the Property).
- 15.7. This clause 15 shall survive termination of the Contract.
16. **Termination**
- 16.1. If either party believes that the other is in Material Breach of the Contract, they are entitled to give written notice to the other detailing the acts and/or omissions considered to be a material breach of the Contract. If the party in breach has been given such notice and has been given a reasonable amount of time to rectify the breach and has failed to do so,

- the innocent party may terminate the Contract immediately by giving further written notice to the other. The innocent party will be entitled to recover any direct losses, damages and/or expenses arising out of such a termination from the other as a debt.
- 16.2. If the Contract is terminated for reasons other than our Material Breach of this Contract, you will pay to us a fair and reasonable amount proportional to any Services performed or Goods delivered up to the date of termination. We will be entitled to recover this fair and reasonable amount as a debt in the event that you do not make payment.
- 16.3. Termination of the Contract shall not have any impact on or in any way affect the rights that both parties have accrued at the date of termination.
17. **Notices**
- 17.1. Any notices, demands or approvals given under or made in relation to the Contract must be in English, be sent to us using the contact details set out in the Quotation, or any other method of contact we have reasonably asked you (in writing) to use.
- 17.2. When giving or making notices, demands or approvals to you in relation to the Contract we will use the contact details set out in the Quotation, or any other method of contact you have reasonably asked us (in writing) to use.
18. **Transfer and Sub-Contracting**
- 18.1. You will not, without our prior written consent (which we will not unreasonably withhold), assign or transfer any or all of your rights, benefits and obligations under the Contract with us to someone else (meaning that a different person is responsible for performing your obligations under the Contract).
- 18.2. We will not, without your prior written consent (which you will not unreasonably withhold), assign or transfer any or all of our rights, benefits and obligations under this Contract with you (meaning that a different person is responsible for supplying the Services).
- 18.3. We may sub-contract the performance of any or all of any Services without the need for your consent.
- 18.4. If any or all of the Services are performed by a sub-contractor, we will be responsible for those elements of the Services as if we had performed those elements of the Services ourselves.
19. **Severance**
- 19.1. In the event that a court or other authority decides that some of the terms of the Contract are unlawful, the rest of the terms will continue to apply.
20. **Waiver**
- 20.1. We may not immediately enforce our rights under the Contract (for example, our right to payment from you) but this does not affect our right to enforce such rights later.
21. **Dispute Resolution**
- 21.1. If a dispute arises out of or in connection with the Contract which is not resolved amicably between us, then either of us may request that such dispute is resolved by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("ADR notice") to the other party to the dispute, referring the dispute to mediation. Unless otherwise agreed between us, the mediation will start not later than 30 days after the date of the ADR notice.
- 21.2. The commencement of mediation shall not prevent either of us commencing or continuing court proceedings.
- 21.3. Neither of us may commence any court proceedings in relation to the whole or part of a dispute until we have attempted to settle the dispute by mediation and either the mediation has terminated or one of us has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 21.4. If for any reason a dispute is not resolved within 60 days of commencement of the mediation, the dispute shall be referred to and finally resolved by the courts of England in accordance with clause 22 below.
22. **Governing Law & Third Party Rights**
- 22.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation, is governed by and shall be interpreted in accordance with the law of England.
- 22.2. Regardless of where you live, you can bring claims against us in the English courts. 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. We can claim against you in the courts of the country you live in.
- 22.3. Any person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This means that the Contract is between you and us, and no other person can enforce it and both parties will not require approval from any other person to terminate or change it.
- 22.4. with the Contract or its subject matter or formation.