



“delivering perfection in design and craftsmanship...”

Terms and Conditions

Unless otherwise expressly agreed in writing the following terms ("The Conditions") shall apply to all business transacted and shall exclude any other terms and conditions which a client may seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede the Conditions whether contained in any offer, acceptance or counter-offer made by the Client or otherwise.

Definitions - in these Conditions:-

"The Client" means all parties to the Contract (as defined below) other than Williams Ridout Limited.

"The Design Contract" means the Agreement between Williams Ridout Limited and the Client and all documents to which reference may be properly made in order to ascertain the rights and obligations of the parties.

"The Fabrication Contract" means the Agreement between Williams Ridout Limited and the Client and all documents to which reference may be properly made in order to ascertain the rights and obligations of the parties.

"The Goods" means the whole or any part of the Design, Furniture, Lighting, Handles, Prototypes, Materials and Goods supplied by Williams Ridout Limited under the contract.

"The Contract Price" means the price of the Goods stipulated by Williams Ridout Limited in its quotation to the Client.

1. Formation of The Design Contract

Where deemed appropriate by Williams Ridout Limited a written estimation of design fees will be issued. The estimate comprises an invitation to treat and is open for four weeks from the date thereof, unless previously withdrawn by Williams Ridout Limited. The estimate is a calculation of the expected time required to reach a conceptual design for the Client, therefore if the Client wishes to make amendments to the initial conceptual design these will be seen as additions should they increase the time estimated and will be charged accordingly. The estimate is measured on the accumulation of the agreed hourly labour rate. A Design Contract shall not be formed until receipt by Williams Ridout Limited of confirmation to proceed in writing or/and by email from the Client. The Design Contract is payable in full as provided in Clause 5 (i) below regardless of the Clients decision to proceed with the Fabrication Contract and all designs relating to said contract are applicable to Clause 8 below.

2. Formation of The Fabrication Contract

Where deemed appropriate by Williams Ridout Limited a written quotation will be issued specifying the Contract Price, the goods and the specification. The quotation comprises an invitation to treat and is open for six weeks from the date thereof, unless previously withdrawn by Williams Ridout Limited. Orders shall be subject to acceptance by Williams Ridout Limited and a Fabrication Contract shall not be formed until receipt by Williams Ridout Limited of the Clients signature on the quotation or confirmation by email from the Client with payment as provided in Clause 5 (ii) below.

3. Cancellation

The Client shall not cancel the Contract without the express written agreement of Williams Ridout Limited. In the event of an agreed cancellation the Client shall indemnify Williams Ridout Limited fully against all costs and expenses incurred up to the time of such cancellation together with, by the way of liquidated damages, the lesser of (a) a sum equivalent to 25% of the Contract price and (b) £500.00 which shall be paid to Williams Ridout Limited within 7 days.

4. Price

The Contract Price is based upon the cost at the date of the Quotation of materials, labour, transport or any currency fluctuations affecting the cost of imported materials and of conforming to any applicable statutory regulations or requirements and all other expenses. Williams Ridout Limited reserves the right to vary the Contract Price to take account of any variation in the aforesaid costs before the date of delivery or installation.

5. Terms of Payment

(i) The Client shall pay in full all fees applicable immediately upon completion of the Design Contract and receipt of the relevant proforma.

(ii) Williams Ridout Limited shall not be obliged to commence work upon the Contract until a sum equal to 50% of the total Contract Price (as specified in any quotation inclusive of VAT) is paid by the Client.

(iii) The Client shall pay a further 25% of the Contract Price before the Goods leave the workshop of Williams Ridout Limited.

(iv) The Client shall pay the outstanding balance of the Contract Price of the Goods and any other costs, charges or expenses and all other sums due to Williams Ridout Limited immediately upon the delivery/installation of the Goods to the Client unless Williams Ridout Limited has agreed to give credit to the Client, in advance.

(v) Time for payment shall be of the essence and Williams Ridout Limited reserves the right to charge interest on all overdue accounts at 5% over Barclays Bank base rate, such interest deemed to accrue on a day to day basis from the due date for payment under clause (iii) above.

(vi) The Client shall have no right of set-off or Counter-Claim, Statutory or otherwise. Williams Ridout Limited shall at any time be entitled to appropriate any payment made by the Client in respect of any goods or other sums due to Williams Ridout Limited as it may be in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Client.

(vii) If the Client (being a company) has a petition presented for its winding-up or passes a resolution for voluntary winding-up (unless for the purpose of a bone fide amalgamation or reconstruction) or compounds with its creditors or has a receiver appointed overall or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with his creditors or commits material or serious breach of this agreement (and in the case of such a breach being remediable fails to remedy it within 7 days) the Contract will be deemed to have been repudiated.

(viii) All goods, materials, finishes and items whatsoever manufactured or supplied in connection with the work as specified in the quotation will remain the property of Williams Ridout Limited until the Contract Price and all other sums due to Williams Ridout Limited is paid in full. For the avoidance of any doubt it is hereby declared that nothing in this clause shall offset the rights given to Williams Ridout Limited by S38-48 of the Sales of Goods Act 1979.

6. Design Variations

(i) Williams Ridout Limited reserves the right to vary the design or specification of the Goods with a view to improving such design or specification at any time before delivery provided that such variations will not alter substantially the performance or specification of the Goods. In any event an illustration or technical description in a quotation or other sales details shall be regarded as approximate only and should be confirmed by the Client with Williams Ridout Limited before an order is placed in reliance upon them. Williams Ridout Limited shall use its best endeavours to comply with any reasonable request by the Client to modify the Goods but in doing so may alter the Contract Price and/or the delivery date and/or stipulate such other conditions which it may, at Williams Ridout Limited sole discretion, consider reasonable and all extra costs arising from such variation shall be payable by the Client.

(ii) In the absence of express and specific written instruction from the Client, Williams Ridout Limited reserves the right to use any such construction or specification as it sees fit for any particular application.

(iii) Should a particular specification be required which is subject to a British Standard or current legislation the Client shall communicate this specification to Williams Ridout Limited in writing prior to the formation of the Contract and shall not be deemed to have been received by Williams Ridout Limited until acknowledged in writing to the Client.

7. Additional Services

At the request of the Client Williams Ridout Limited will at reasonable additional cost to the Client (payable at the same time and upon the same terms as the Contract Price):-

(a) Supply additional drawings and/or dimensions and/or alterations relating to the Goods: and/or

(b) Visit any site for any purpose connected with the Contract or the Goods: and/or

(c) Prepare additional documentation relating to the Goods or their delivery/installation.

8. Copyright

All drawings, prototypes, specifications, mock-ups, designs and literature prepared by or on behalf of Williams Ridout Limited and any copyright therein or in any part thereof are the property of and remain the intellectual property of Williams Ridout Limited and shall not be reproduced, resold or dealt with in any manner whatsoever without the prior written consent of Williams Ridout Limited.

9. Client's Specification

If any part of the Goods are manufactured or supplied by Williams Ridout Limited in accordance with any specification, drawing or design provided by or on behalf of the Client and the Goods or such manufacture or supply constitute any infringement of any patent or copyright the property of any person then the Client shall indemnify and keep Williams Ridout Limited indemnified against any claim, damage, loss or expense made against or suffered by it arising out of or in connection with such infringement.

10. Delivery and Installation

(i) If the Fabrication Contract provides for the Goods to be collected by or on behalf of the Client Williams Ridout Limited shall give the Client reasonable notice of the date and the place where the Goods will be ready for collection and delivery shall be deemed to take place upon the date and at the place so notified.

(ii) If the Client fails to collect the Goods within one week after receiving notification from Williams Ridout Limited that the same are ready for collection, Williams Ridout Limited shall be entitled to put the Goods into store and with effect from expiry of the said period whether the Goods shall remain on Williams Ridout Limited premises or to be put into store any loss or damage to or deterioration in the Goods shall be at sole risk of the Client and Williams Ridout Limited shall be reimbursed for any expense or cost (including the cost of reasonable insurance effected on behalf of the Client) incurred by Williams Ridout Limited in exercising its rights hereunder or in consequence of the Clients failure to collect the Goods.

(iii) If the Fabrication Contract provides for Williams Ridout Limited to consign the Goods to a UK mainland destination delivery shall be deemed to take place when the Goods are handed over at the agreed destination.

(iv) If Williams Ridout Limited contracts to consign the Goods to a destination outside the UK mainland then delivery shall take place in the manner agreed in writing with the Client. In these circumstances time of delivery is not of the essence.

(v) Until such a time as the Contract Price and all other sums have been paid in full the Client shall not allow any third party to acquire an interest in the Goods or title to them and, without prejudice to the generality of the foregoing, the Client shall not pledge the Goods or part with possession of them or allow any charge, lien or other encumbrance to effect them or to allow them to be installed within any property.

(vi) If the Fabrication Contract provides for the installation of the Goods Williams Ridout Limited shall give the Client reasonable notice of the estimated installation date.

(vii) Williams Ridout Limited will only undertake the installation of the Goods from 9am to 5pm Monday to Friday unless otherwise agreed.

(viii) The Client shall ensure the area in which the Goods are to be installed is clear of any obstructions prior to the installation date unless otherwise agreed prior to the quotation and where this is not the case Williams Ridout Limited will charge their hourly production rate to remove said obstructions.

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