



# CALLISTER RUSSELL

*Inspirational Interiors*

## CALLISTER RUSSELL TERMS OF BUSINESS

### 1. GENERAL TERMS

- 1.1 Any order accepted by Callister Russell (part of the Fully Furnished Group and hereinafter called the Company) whether or not it is based on or results from this or any other quotation or tender given by the Company is deemed to incorporate these terms and conditions no variation or modification of or substitution for these terms and conditions shall be binding on the Company, unless specifically accepted by the Company in writing and signed by a Director.
- 1.2 Estimates are submitted subject to prices pertaining at the date of estimate preparation, the Company will honour any estimate if accepted within 28 days of such preparation.
- 1.3 The terms and pricing of this agreement are strictly confidential and as such should not be discussed with any other party.
- 1.4 You will ensure that all main services such as electricity, gas and water are connected and working prior to our agreed installation date- such services to be supplied free of charge to the Company from the commencement of our services at the property through to completion which includes any revisits.
- 1.5 The Company will use best endeavours to ensure any previously agreed time frames to complete a contract are met however should the company be delayed in or prevented from making a delivery / installation owing to any cause whatsoever beyond the Company's control, the Company shall be at liberty to cancel or suspend the order without incurring any liability for any loss or damage resulting there from. All contracts, orders and estimates are made subject to our right to withdraw, cancel or delay the same (without liability on our part) by reason of interruption or suspension of delivery, short supplies, or increased prices from our suppliers and any other reason arising from causes beyond our control
- 1.6 While every effort will be made to avoid damage to the subject property, the company cannot be held liable for any damage howsoever caused by us, other tradesmen or forces beyond our control.
- 1.7 Any work required to be undertaken outside the Company's normal working hours may attract a further charge, any such charge shall be advised and invoiced in advance of delivery.
- 1.8 Delivery is charged on all installations. We will advise of this and any additional charges such as Congestion Charging or bay suspension in advance of delivery as appropriate.
- 1.9 On all Rental agreements to include Showhomes / Dress for Sale, furniture must remain at the original delivery address. The Company operates a 'You move it you buy it' policy. Unauthorised removal or transportation will result in an invoice being generated for the items so moved.
- 1.10 On all Rental or Showhome / Dress for Sale agreements payments are due on the agreed date and are deemed to be in arrears at 30 days whether formerly demanded or not. Accounts in arrears will be subject to an addition of 4% over Barclays Bank lending rate surcharge per month or part month and thereafter on the balance until settlement is made.
- 1.11 On all Rental or Showhome / Dress for Sale agreements payments made by credit card are deemed to be revolving and any and all charges relating to an ongoing rental will be charged automatically in accordance with our standards terms of business.
- 1.12 Collection- Callister Russell requires at least ONE MONTHS notice in writing to collect furniture. Should notice be given within 7 calendar days of the last rent due date no further invoices shall be due. At the time of collection the furniture is required to be in clean and serviceable order. Damage howsoever caused will be charged to the client, fair wear and tear accepted.

1.13 On all Rental or Showhome / Dress for Sale agreements it remains the client's responsibility to protect materials on site and to insure them for the full reinstatement cost against all damage or loss caused by theft, malicious damage or other insurable risks, except fire and flood. Loss by fire or flood damage is included in the rental figure.

1.14 On all Rental or Showhome / Dress for Sale agreements Title to each item of the property shall remain with the Company unless transferred after an agreed option to purchase. You will not dispose of any item of property or in any way impair the Company's title to such property

1.15 Option to Purchase on Rental or Showhome / Dress for Sale agreements- providing that all of the terms of the agreement have been met, any furniture or accessories purchased are sold as seen and are not subject to a return policy. The furnishings may be purchased as a pack subject to the Company's agreement and a purchase figure will be supplied upon request. All payments must be made by credit card or BACS payment before the following month's rental is due as failure to provide payment will incur further rental costs.

### 2. SHOWHOMES / DRESS FOR SALES

2.1 The Company requires three months payments in advance (including VAT), with subsequent monthly payments being made to the Company by bank transfer.

2.2 A deposit equivalent to one month's rental is also taken in advance, the deposit will be returned upon final collection of the furniture subject to there being no damage to the said furniture.

2.3 Show home and dress to sell furniture is supplied on a view only basis. The items supplied are specifically chosen for their aesthetic qualities and not necessarily for their functionality. No item is therefore to be used other than for staging purposes. In the event that furnishings or accessories are found to have been used, a purchase invoice may be raised for the retail value of the relevant item.

2.4 Termination – This contract may be terminated by either party serving one months notice, subject to the minimum rental period having expired. Should earlier termination be required collection can be arranged subject to availability, although the balance of the rental payments will remain due. Upon Termination the furniture should be returned in the same condition as when it was installed.

2.5 An installation date will only be confirmed once payment of our invoice has been received in full.

2.6 During the rental period Callister Russell shall be allowed access to the property for marketing purposes including the use of Photography

### 3. SALES

3.1 The Company requires 65% of the total invoice value (including VAT) to confirm the order and a provisional delivery date, the balance of the Invoice shall be due at least 5 working days prior to the delivery date. NB. (The Company cannot commence our sourcing procedure or order line until we have received the deposit in cleared funds).

3.2 An installation date will only be confirmed once payment of our invoice has been received in full.

3.3 Cancellation – Any deposit paid may be forfeited if we have already placed orders or commenced work on your behalf.

3.4 Return Policy – Any item found faulty must be reported to us within 14 days of install for the item to be replaced, Lead times may apply.