



## TERMS AND CONDITIONS OF BUSINESS

### 1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- **“Company”** means **Ninth Quarter Limited**, registered in England and Wales, whose registered office is at **Unit H1 Prestwich Industrial Estate, Coal Pit Lane, Atherton, Manchester, M46 0FY**.
- **“Client”** means any person, firm or company purchasing services from the Company.
- **“Agreement”** means these Terms and Conditions together with any quotation, proposal, purchase order or written instruction accepted by the Company.
- **“Services”** means the services to be provided by the Company as agreed with the Client.
- **“Works”** means all works, installations, inspections, project management, and related services performed by the Company.
- **“Goods”** means furniture, fixtures, fittings or related items supplied directly or indirectly as part of the Works.

Headings are for convenience only and shall not affect interpretation.

### 2. Formation of Contract

2.1 These Terms and Conditions apply to all Services provided by the Company and shall prevail over any terms proposed by the Client unless expressly agreed in writing.

2.2 A binding contract shall be formed when the Company:

- accepts written instruction or a purchase order; or
- commences the Services following instruction.

2.3 No variation to these Terms shall be effective unless agreed in writing by an authorised representative of the Company.

### 3. Scope of Services

3.1 The Company shall provide the Services with reasonable care and skill in accordance with accepted industry standards.

3.2 Any dates or programmes provided are estimates unless expressly agreed in writing.

3.3 The Company reserves the right to subcontract any part of the Services.

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#### 4. Invoicing

4.1 Unless otherwise agreed in writing, invoices shall be issued:

- **upon instruction**, and/or
- **following completion of the Works**, depending on the project structure.

4.2 Each invoice shall be payable in accordance with the agreed payment terms.

#### 5. Payment Terms

5.1 Unless otherwise agreed in writing, payment of all undisputed invoices shall be due **within thirty (30) days from the invoice date**.

5.2 For **new Clients**, invoices shall be issued following completion of the Works, with **30-day credit terms**, subject to satisfactory payment performance.

5.3 The Company works with multiple European and overseas partners where **60-day payment terms** may be standard. Requests for extended payment terms shall be **assessed on a case-by-case basis** and approved in writing only.

5.4 The Company reserves the right to require a **deposit prior to commencement of the Services**, particularly for:

- new Clients;
- high-value projects;
- overseas projects; or
- extended payment terms.

5.5 All payments shall be made in full, without deduction, set-off or counterclaim.

#### 6. Late Payment

6.1 The Company reserves the right to charge **statutory interest and recovery costs** in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, as amended.

6.2 The Company may suspend Services, withhold deliverables, or refuse further instructions where payment is overdue.

#### 7. Disputed Invoices

7.1 Any invoice dispute must be raised in writing within **seven (7) days** of the invoice date.

7.2 Undisputed amounts shall remain payable in accordance with these Terms.

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## 8. Imports, Taxes, Duties and Customs (Overseas Clients)

8.1 All **import duties, customs charges, taxes, levies, clearance fees and local charges** relating to overseas deliveries or international projects shall be the **sole responsibility of the Client**.

8.2 The Company shall not be responsible for any **delays, costs or disruption** caused by customs clearance issues, inspections, port delays, incorrect documentation, or regulatory requirements.

8.3 Any **incorrect duties, taxes or customs charges** paid by the Company on behalf of the Client shall be **invoiced immediately**, together with an **administration charge of between 5% and 10%**, depending on the value of the payment made.

8.4 Such invoices shall be payable immediately and shall not be subject to standard credit terms.

## 9. Delivery, Inspection and Transit Damage

9.1 All Goods shall be **inspected upon receipt**, whether delivered to:

- the Company's UK warehouse; or
- directly to site.

9.2 The Company shall **not be responsible for transit damage** occurring prior to receipt.

9.3 Where damage is identified, the Company shall:

- photograph and evidence the damage; and
- submit this information to the Client as soon as reasonably practicable following inspection.

## 10. Remedial Works, Replacements and Re-visits

10.1 Where possible, the Company's team will seek the Client's **consent to remediate minor damage** on site in order to:

- complete the Works; and
- leave the installation safe and usable.

10.2 The **cost of remedial works** shall be confirmed following completion of such works to avoid unnecessary re-visit charges.

10.3 Where replacement or missing parts are required from a manufacturing partner, any **re-visit** shall be:

- agreed in advance; and
- quoted accordingly.

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10.4 Only where the Goods are **irreparably damaged** and cannot be left in a safe condition following installation will the Works be unable to proceed.

10.5 In such circumstances, a **failed attendance charge**, expressed as a percentage of the Works, shall be **agreed between the Client and Ninth Quarter Limited**.

## 11. Client Responsibilities

11.1 The Client shall provide accurate information, access, and instructions necessary for the performance of the Services.

11.2 The Company shall not be liable for delays or additional costs caused by incomplete, inaccurate or late information supplied by the Client.

## 12. Intellectual Property

12.1 All intellectual property rights in the Works shall remain the property of the Company until full payment has been received.

12.2 Upon full payment, the Client shall be granted a non-exclusive, non-transferable licence to use the Works for their intended purpose.

## 13. Confidentiality

Each party shall keep confidential all information of a confidential nature obtained in connection with the Agreement. This obligation shall survive termination.

## 14. Limitation of Liability

14.1 Nothing in these Terms limits liability for fraud, wilful misconduct, or death or personal injury caused by negligence.

14.2 Subject to clause 14.1, the Company's total liability shall be limited to the fees paid for the Services giving rise to the claim.

14.3 The Company shall not be liable for indirect or consequential losses, including loss of profit, revenue or business.

## 15. Termination

15.1 Either party may terminate the Agreement with immediate effect if the other party commits a material breach which is not remedied within fourteen (14) days of written notice.

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15.2 Upon termination, all outstanding invoices shall become immediately due and payable.

## 16. Force Majeure

The Company shall not be liable for delay or failure caused by events beyond its reasonable control, including acts of God, industrial disputes, transport delays or governmental actions.

## 17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements.

## 18. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the **laws of England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

## 19. General Information

19.1 Any descriptions, drawings, specifications, programmes, images or marketing materials provided by the Company are intended for **general guidance only** and shall not form part of the Agreement unless expressly agreed in writing.

19.2 The Company reserves the right to make reasonable changes to materials, methods, sequencing or logistics where required to comply with site conditions, health and safety requirements, or practical constraints.

19.3 The Client acknowledges that furniture installation, logistics, and associated works may involve tolerances and variances consistent with industry standards.

## 20. Client Requirements and Site Readiness

20.1 The Client shall ensure that all sites are **fully ready, accessible, safe, and compliant** for the Works on the agreed dates, including but not limited to:

- clear and unrestricted access;
- completed building works;
- operational lifts, power and lighting;
- appropriate storage areas where required.

20.2 Any delays, abortive visits, or additional costs arising from site unreadiness shall be chargeable to the Client.

20.3 The Company shall not be responsible for delays caused by third parties, including main contractors, landlords, or other trades.

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## 21. Scope of Works

21.1 The scope of the Works shall be limited strictly to those Services expressly agreed in writing.

21.2 Any works not expressly included shall be deemed **excluded** and may constitute a variation.

21.3 The Company shall not be responsible for assumptions made by the Client where such assumptions are not confirmed in writing.

## 22. Variations

22.1 Any change to the scope, programme, sequencing, access, or location of the Works shall constitute a **variation**.

22.2 Variations may result in adjustments to:

- pricing;
- programme;
- resource allocation; and
- delivery dates.

22.3 Variations shall be agreed in writing where practicable; however, where immediate action is required to maintain safety or progress, the Company may proceed and confirm costs thereafter.

## 23. Cancellations, Postponements and Abortive Works

23.1 If the Client cancels or postpones the Works after instruction has been given, the Company reserves the right to recover all costs incurred up to the date of cancellation or postponement.

23.2 Where Works are cancelled or postponed with less than **five (5) working days' notice**, the Company may charge for:

- labour allocated;
- transport and logistics;
- accommodation or travel costs;
- supplier or subcontractor charges; and
- administrative time.

23.3 Abortive visits caused by site unreadiness, access issues, or client-side delays shall be chargeable.

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## 24. Access, Attendance and Working Conditions

24.1 The Client shall provide safe, legal and continuous access during agreed working hours.

24.2 Any restrictions on working hours, noise, or access must be communicated in advance.

24.3 Additional costs arising from restricted access or phased working shall be chargeable.

## 25. Health, Safety and Compliance

25.1 The Company shall comply with applicable health and safety legislation and site rules notified to it in advance.

25.2 The Client shall ensure that the site complies with all statutory requirements prior to commencement of the Works.

25.3 The Company reserves the right to suspend works immediately where unsafe conditions are identified, without liability.

## 26. Waste, Packaging and Clearance

26.1 Unless expressly agreed otherwise, the Works do not include waste removal, packaging disposal, or recycling.

26.2 Where waste removal is requested, it shall be treated as a variation and charged accordingly.

## 27. Photographic Evidence and Records

27.1 The Company may take photographs or records of Goods, site conditions, and completed Works for:

- inspection;
- quality control;
- evidencing condition; or
- dispute resolution.

27.2 Such records may be shared with the Client and retained for operational and legal purposes.

## 28. Survival of Clauses

28.1 Clauses relating to payment, liability, intellectual property, confidentiality, imports, damages, cancellations, and governing law shall survive termination of the Agreement.

## 29. Photography, Social Media and Marketing Use

29.1 The Company may capture **photographic or video media** of the Works, Goods, installations, site conditions, and completed projects for the purposes of quality control, record keeping, and potential marketing use.

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29.2 Any photographic or video media used for **online marketing, social media, website, or promotional purposes** shall **not be published earlier than three (3) months following completion of installation**.

29.3 Such media shall be used in a **professional and appropriate manner** and shall not intentionally identify the Client, end user, or site location unless prior written consent has been provided or the information is already publicly available.

29.4 The Client may **opt out of marketing and social media use** of photographic or video media **at any time**, including during the **client set-up or onboarding phase**, by notifying the Company in writing. Upon receipt of such notice, the Company shall not use the media for future marketing purposes.

29.5 This clause shall survive completion or termination of the Agreement.

### **Closure and Acceptance**

These Terms and Conditions are issued by **Ninth Quarter Limited** and apply to all Services, Works, Goods, and instructions undertaken by the Company.

By instructing Ninth Quarter Limited, issuing a purchase order, confirming works in writing, or permitting the commencement of Services, the Client **acknowledges, accepts, and agrees** to be bound by these Terms and Conditions in full.

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

For the avoidance of doubt, these Terms and Conditions are intended to ensure clarity, transparency, and a professional working relationship between the Company and its Clients.

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