



TERMS AND CONDITIONS OF SURVEY & FITTING

(Relating to Survey and Installation of frames/mirrors)

CUSTOMER'S OBLIGATIONS

1.1 The Customer shall:

(a) Be responsible for any obstructions ie. Electrical sockets etc which may hamper the installation of the mirrors and to replace them after installation completed.

(b) It is the responsibility of the customer to provide such access to the Customer's premises and other facilities as may reasonably be for the purposes of the installation; the customer should ensure that there is adequate access in order for the mirrors to be installed safely. Should access not be adequate there will be further charges for the mirrors to be cut down and returned to site to be installed.

(c) Assist the fitting team or Mirrorworld with any reasonable request that the Customer considers reasonably necessary, in order to install the customers mirrors in a timely manner, and ensure that it is accurate in all material respects.

(d) Inform Mirrorworld of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;

(e) The Customer shall indemnify Mirrorworld and keep it indemnified against all damages, losses, costs, claims and expenses incurred by Mirrorworld and arising out of the failure of the Customer to comply with its obligations pursuant to these Conditions.

(f) In the event that any claim shall be made against Mirrorworld by any third party in respect to any loss or damage or alleged loss or damage arising in connection with the Service or Goods delivered, the Customer will fully and effectually indemnify Mirrorworld in respect thereof.

(g) It is the responsibility of the customer to ensure that the correct mirror sizes are given.

2. Survey

2.1 A survey for measure up or fitting advice should only be booked where the area of installation has been built and/or is accessible. We are unable to advise on parts of the property which are covered, unexposed or inaccessible and cannot give an opinion thereon. Where a surveyor attends site and is unable to measure or provide advice on the area concerned due to the above then mirrorworld will not be liable for refund of the survey and any revisit will be chargeable.

2.2 Where a survey is requested after an initial order has been received and alterations are required then any additional costs are to be bore by the customer.

2.3 Furnishings, fittings, personal effects and storage will not be moved and no action will be taken which in the surveyor's opinion could cause damage to the building, compromise safety, or which is against the wishes of the owner/occupier of the building or their appointed representatives.

2.4 Surveys should only be booked to either provide installation advice or measure up service. Any further requirements should be discussed with our sales team.

3. MIRRORWORLD'S RESPONSIBILITIES

3.1 Mirrorworld shall manage, complete and provide the Goods and/or Services to the Customer



3.2 Mirrorworld shall co-operate with the Customer in all matters relating to the supply of the Goods and/or Services;

3.3 In relation to the provision of the Services ensure that Key Personnel are suitably skilled, experienced and qualified to carry out the Services and ensure that Mirrorworld's Team use reasonable skill and care in the performance of the Services.

3.47 All fitting teams should observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises.

3.5 Mirrorworld will notify the Customer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the provision of the Goods and/or Services;

4. CHANGES AND VARIATION

4.1 If Mirrorworld requests a change to the scope of the installation, the Customer shall not unreasonably withhold or delay consent to it. If the Customer wishes Mirrorworld to proceed with the change, Mirrorworld shall do so, following a variation of this agreement in accordance with Condition 3.2. Unless Mirrorworld's request was attributable to the Customer's non-compliance with the Customer's obligations, neither Mirrorworld's charges nor any other terms of this agreement shall vary as a result of such change.

4.2 In the event of time overruns, should a fitter be unable to complete the work required within the given time slot, the client will be notified **BEFORE** work is carried out, work will only be undertaken over the predetermined time slot with the clients full understanding and consent, on these very rare occasions the extra time will be billed separately.

4.3 All sundries and fixings required to complete your installation are fully inclusive within the quotation price. i.e. Screws, fastenings and adhesive where applicable.

4.4 In the unlikely event that any materials are required to make good prior to installation or materials required during installation e.g. Timber supports that are not itemised in the original quotation will be charged as a separate item.

4.5 Where the requested survey is for the purpose of a quotation, a minimum charge will be levied, should the quoted job proceed, some or all, of the survey fee will be credited against final cost.

4.6 Final quotation over £1500 fee credited in full on completion, final quotation over £750 fee credited 50% on completion, final quotation over £300 fee credited 25% on completion and final quotation under £300 no credit given

5. TERMINATION OF INSTALLATION

5.1 In the event of any of the following Mirrorworld may forthwith (by written notice) terminate the Contract:

Entry by the Customer into a deed of arrangement; Failure by the Customer to comply with any statutory demand served in it under the Insolvency Act 1986; The making of a voluntary arrangement between the Customer and its creditors under the Insolvency Act 1986; The obtaining of any judgment against the Customer or the levying of distress or execution on any premises owned or occupied by the Customer; The appointment of a receiver (whether by the Court or out of Court) of the whole or any part of the Customer's property; The presentation of a petition for the winding up of the Customer or for the appointment of an administrator; or The commission by the Customer of any breach of any contract with Mirrorworld for the supply of Services and/or Goods or otherwise. In the event of any Contract being terminated in accordance with Condition 5.1, all invoices or amounts outstanding will become immediately due and payable by the Customer; Mirrorworld shall not be liable for any loss or damage whatsoever incurred by the Customer arising from cancellation or termination in accordance with this Condition 5.



5.2 Installation bookings accepted by Mirrorworld can only be cancelled by the customer with the written consent of Mirrorworld, such consent to be in Mirrorworld's absolute discretion and then only upon payment of a reasonable cancellation charge which shall include expenses already incurred or committed and shall take account of related commitments made by Mirrorworld.

6. Liability

6.1 Mirrorworld shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Mirrorworld's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without Mirrorworlds approval;

6.2 All installations are carried out at customers own risk, we will not be responsible for any damage that may occur during installation due to incorrect sizes, inadequate access etc.

6.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.4 Mirrorworld shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Document or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer

6.5 Except in respect of death or personal injury caused by Mirrorworlds negligence, or liability for defective products under the Consumer Protection Act 1987, Mirrorworld shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of these Conditions, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Mirrorworld, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services (including any delay in supplying or any failure to supply the Goods and/or Services or at all) or their use or resale by the Customer, and the entire liability of Mirrorworld shall not exceed the price of the Goods and/or Services, except as expressly provided in these Terms.

7. FORCE MAJEURE

7.1 Mirrorworld shall not be responsible for failure to perform under these Conditions if caused by circumstances out of its control, including but not limited to fire, strike, government order, act of God, act of war or terrorism, extraordinary act of nature, court orders, unavailability of supplies, parts or power.

7.2 In the event of an occurrence as mentioned above Mirrorworld shall have the option in its absolute discretion of canceling or suspending all or any of the supply Services and these shall be no liability whatsoever on Mirrorworld as a result of such cancellation.

8. ASSIGNMENT/SUB-CONTRACTING

8.1 The Customer may not delegate or assign any duties or rights under these terms without Mirrorworld's prior written consent. Any unauthorized delegation or assignment in violation of this Condition is void and Mirrorworlds shall have no obligations towards such parties.

8.2 Mirrorworld reserves the right to delegate or assign any duties or rights under these terms. For the avoidance of doubt this includes delegation of its Services obligations to a third party contractor.

9. RIGHTS OF THIRD PARTIES

9.1 A person who is not party to the Contract has no rights to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1995.



10. LIMITATIONS ON AUTHORITY OF REPRESENTATIVES

10.1 Changes to these Conditions shall be binding only if confirmed in writing by Mirrorworld's duly authorised officer.

11. JURISDICTION

11.1 As per our main terms and conditions, the above shall be governed by English Law and any dispute arising out of or in connection with them shall be determinable only in the Courts of England and Wales. For the avoidance of any doubt these Conditions shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.