

**Terms and Conditions of Installation**  
**Revision 2014/03**

General

"Client" or "you" means the individual or organisation purchasing the installation services from CCW Ltd.

"Work Space" means the entire area we are working in, the kitchen for example, and associated areas we require for tool storage, working space we require to perform our installation duties and any further space required for the storage of items prior to them being installed by us.

**Acceptance of the commencement of our installation services shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.**

If any part of this agreement is found to be void or invalid by a court of law, the remaining parts of this agreement shall not be affected in any way.

The Work Space

1. This agreement does not include any work, material or labour in connection with any excavation, site work, plumbing, electrical, masonry, floor covering, painting or decorating work, unless specifically provided herein or agreed separately with the Client. The Client agrees that it shall be responsible for bringing the building or premises to a condition suitable for the installation of work under this agreement.
2. The site must be secure. Doors and windows must be fitted, glazed and lockable.
3. The Work Space must be clean and tidy. No one else's tools, materials or rubbish are to be left in the Work Space.
4. Please ensure any gas, electric, water, waste points, extractor holes and any other services are correctly and accurately positioned prior to our arrival and any electrical cables labelled.
5. Ceiling lights must be working or other suitable lighting provided in the Work Space.
6. Adequate power, 110 volt, must be provided in the Work Space.
7. Please make available any parking permits / vouchers required for your street in advance, otherwise parking shall be charged extra.
8. Please ensure that a clear and safe passage is made available from the street to the Work Space, with no missing floorboards, scaffolding or other obstacles en route.
9. We require access to a clean working toilet, and clean running water on site.
10. The Work Space must be of a temperature, and have a relative humidity level, appropriate to the living conditions in the country of work. We would expect, for work in the United Kingdom, the temperature to be between 16 degrees Celsius and 24 degrees Celsius with a relative humidity of between 40% and 50% at the time of installation. We accept no responsibility for movement of any materials installed including but not limited to timber, stone, metal, glass, man-made board material, Corian and plastic that as a result of temperature and/or humidity change has altered in dimension which may have a detrimental effect on the appearance and structure of the installed items by the way of joints opening, panels bowing, bending and shrinking, items becoming uneven, becoming loose or free from their fixings or support mechanism or their texture changing.
11. We accept no responsibility for damage caused to a floor if the floor has not been adequately protected by others.
12. If flooring is being laid after the installation we must have confirmation of its thickness and substrate, and a sample if possible, so we can adjust the furniture height accordingly.
13. All other trades and/or persons, except those working directly with us, must be out of the working space for the duration of the installation.
14. We accept no responsibility, cost or liability for any damage or breakage caused by us to any item(s) including but not limited to:
  - a. Any attempt by us to rectify, alter, modify or adjust work previously fitted by the Client and / or other trades and / or other persons
  - b. The Work Space not being completed to an acceptable standard by the Client and/or other trades and/or other persons ready for us to work in
  - c. Other trades and/or other persons not working directly with us in the Work Space
  - d. The Work Space being compromised by access route or thoroughfare
  - e. Lack of storage and/or Work Space requiring items to be stacked and/or constantly moved by us or others
15. We will not be liable for any modifications, alterations or adjustments to installed items due to subsidence, building movement or floor loading or material dimension changes in particular but not limited to new floors, flooring materials and joists that are deemed to have shrunk or moved, uneven floors or levels, or walls out of square or plumb, or for variations of size, design or the shape of existing or new appliances or by any other situations not covered by this agreement. In the case of a dispute it will be the responsibility of the contractor, Client or other appointed third party and at their cost to prove, by independent survey and/or testing, that the building/structure has NOT subsided, moved, shrunk or parts are subject to excessive weight.
16. All children and pets must be kept out of the Work Space for the duration of the installation.
17. We will not, at any point, in any property, remove foot ware to carry out works or gain access to the Work Space. If required by the Client we will wear overshoes

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The Installation

18. Where information is given to you by us, either verbally or written, it is done in a timely fashion and with as much accuracy as possible. We will not be held responsible for any omissions, errors or false information supplied to you. It is your responsibility to confirm the information provided to you by third parties is true and accurate.
19. We aim to be on site at 7.30am on each day of the installation. If there are any restricted working hours and/or quiet times to be observed, you must inform us before we schedule installation dates.
20. We work Monday to Friday from 7.30am to 5pm. Excluding Bank holidays.
21. Any starting points and/or datum marks must be clearly marked and shown to us on arrival and prior to us starting installation.
22. All furniture, appliances and accessories must be on site prior to the first day of the installation. We cannot guarantee that we will be able to install late deliveries of such items during the scheduled dates of installation. Furniture, appliances and accessories can be large and heavy; please make sure they are in the correct area of the Work Space for installation.
23. We will not be liable for damage caused by dis-assembly and assembly of items to gain them access to the site and/or Work Space.
24. Appliances will be installed on a 'dry fit' basis only.
25. A 'dry fit' will consist of the installation of the furniture, appliances and accessories in a pre-prepared room with no building, electrical, plumbing or gas work undertaken by us.
26. If we are required to re-use existing and/or second hand equipment we accept no liability for appearance, service, or longevity of the equipment, and will not be held liable for incorrect installation should full instructions and complete fixtures and fittings not be available. We will not be liable for any wear and tear on supplied fixtures and fittings.
27. All measurements, dimensions and sizes supplied on drawings will be worked to as closely as reasonably practicable. We accept no liability for deviation from measurements, dimensions or sizes created by floors, walls, ceiling and ceiling components, door and window openings reveals or apertures which are not plumb, level, flat and that are not as set out in the drawings provided.
28. Any shortcomings, omissions or errors in the design of any furniture, appliances, accessories or other goods at the scheduled time of the installation will be the responsibility of third parties and will be addressed as a 'remedial visit' which may incur an extra charge to fit or rectify. We will notify you if an extra charge is to be made prior to the work being carried out.
29. Should there be any 'on site' delay in the installation caused by you or third parties a charge will be levied to you for our time.
30. Should the installation require to be rescheduled for any reason we shall endeavour to do so at our earliest opportunity, however, this may be anything from six weeks from the initial date.
31. Critical items not delivered by you or third parties which impede the proposed method of installation or jeopardise the accuracy of the installation may incur additional charges. We will not be liable for any inaccuracies caused by items not being supplied and/or delivered and us having to work out of sequence to complete the remainder of the installation.
32. Cancellation or postponement of the installation within an 8 week period from the scheduled installation date will incur penalty charges for the duration of the cancellation period or the duration of the booked installation, whichever the lesser.

Please refer to the following table.

Fitters	Weeks										Fit Week 1	Week 2	Week 3	Week 4
	Notice	8	7	6	5	4	3	2	1					
10		30	40	50	60	70	80	100	100	100	100	100	100	100
8			30	40	50	60	70	80	100	100	100	100	100	100
6				30	40	50	60	80	100	100	100	100	100	100
4					30	40	60	80	100	100	100	100	100	100
2	No charge to change installation dates					30	60	80	100	100	100	100	100	100

**% cost of day rate payable**

30%	40%	<b>Duration of Notice period required</b>
<b>Penalty Charge</b>		

33. If cancellation or postponement occurs within the 8 week notice period set out in clause 32 above for work booked outside the United Kingdom or further than 45minutes drive from our office then all costs incurred including administration and any accommodation and travel already booked will be payable in full.

34. Should our employees feel at any point endangered or at risk by unsafe working practices or procedures on site they will stop work until the situation is rectified, and may leave the site until they feel it is safe to return. We will not be financially penalised for any down time as a result.
35. Any damages whatsoever, whether to furniture or property, suspected to be caused by our employees will only be considered if we are informed in writing within 24 hours of the event.
36. Should we be responsible for damage caused we must be given fair opportunity and arranged access to rectify the situation prior to new items being ordered.
37. We shall use our reasonable endeavours to meet any date agreed for installation. In any event time of installation shall not be of the essence and we shall not be liable for any losses, costs, damages or expenses incurred by the Client or any third party arising directly or indirectly out of any failure to meet any estimated installation date.
38. Should site delays and/or conditions outside our control including but not limited to acts of God, severe and/or freak weather conditions, public transport or other strikes, walk outs, lock outs, accidents, war, fire, breakdown of plant or machinery or riots occur we will not be held responsible or be liable for any delay, failure or deliver our services or failure to complete our services under this agreement or for the extra time required to complete the installation. We shall schedule a return visit at our earliest available opportunity but shall not be held liable for any delays in completion this may cause.

#### Payment and Other Terms

39. We are to have cleared funds paid into CCW advised bank account within 21 days from the date of our invoice
40. Should payment not have been received after 28 days from the date of the invoice we will automatically, without further notice, issue legal proceedings against you for outstanding monies and interest accrued. Any fees incurred by us in so doing will be added to the outstanding monies.
41. Any invoice query or dispute, either partial or full, shall only be entertained if we receive in writing within 3 working days from invoice date a valid and fair reason for non or part payment with accurate evidence. If we are not informed within 3 working days of any query or disagreement regarding the invoice amount then it will be understood that you agree to pay the invoice in full by the required date.
42. Should, for any reason whatsoever, payment not be forthcoming by the due date as per clause 39 above, CCW Ltd reserve the right to stop work and if deemed necessary remove their tools and equipment from any site related to your company without financial penalty or counter-charge for non-installation and will invoice for works completed up until the date we leave site. CCW Ltd will not be held liable for any costs incurred to complete the works or for any counter charges for delays of any sort whatsoever or for claims for defamation of brand by not completing works under this clause.
43. We will not be held liable for not attending site due to lack of notice. Please inform us at least 1 week prior to your requirements in writing.
44. We will not entertain any claim for incorrect installation if accurate and fully dimensioned drawings have not been issued by you or third parties.
45. Should, for any reason whatsoever, we be stopped from working or removed from site by you, the Client or any other third party without being allowed immediate and reasonable access to remove our full working tool kit and any personal items belonging to our employees and/or sub-contractors, we shall charge you our full day rate costs multiplied by the number of our operatives on site, for every day plus all expenses and cost involved with removing the items belonging to us, and with 50% increase on Saturdays and 100% increase on Sunday to the full day rate, until the items are recovered.
46. We shall not be financially penalised for any time taken to travel from the working space to amenities that are not within easy and reasonable reach of the Work Space including but not limited to:
  - a. 240v battery charging stations or power points
  - b. Mobile phone chargers
  - c. Site toilets
  - d. Welfare facilities
47. We shall not be financially penalised for any time taken to travel to the work area for reasons including but not limited to:
  - a. Hoist or lift queues, overcrowding, servicing and maintenance, mechanical failure or restrictions
  - b. Remote parking locations distant from site
  - c. Access routes provided by site.
48. We will not be financially penalised for any interruptions to communications including but not limited to:
  - a. Lack or loss of signal due to geographic location
  - b. Lack or loss of signal due to building structure i.e. basement works
  - c. Site restrictions forbidding the use of mobile phones
49. We will not be financially penalised for any interruptions on site including but not limited to:
  - a. Security checks
  - b. Bomb sweeping
  - c. Client or third party visits
  - d. Design / architect / contractor meetings in the Work Space
  - e. Fire alarm tests
  - f. Access codes, swipe cards, biometric, retinal or palm scanning malfunctions denying access.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

We reserve the right to make a reasonable charge for any delays, extra work undertaken and inconveniences caused whilst on site.

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**CHRISTOPHER CLARK WORKSHOPS LTD.**  
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By signing and returning these terms and conditions you, either privately or on behalf of the company, accept responsibility for all of the above terms and conditions and, should our terms not be met, we have the right to cancel this agreement and recover damages from you by way of legal proceedings.

These terms and conditions will stand for all future work between the parties unless revised, updated or surpassed or a further specific contract has been issued.

I have read, understood and accept the above terms and conditions and am aware that installation charges will apply for each day that CCW Ltd cannot work due to improper or incomplete room preparation.

Name: .....

Signed .....

Company .....

Position within company .....

Date .....