



hello flamingo

## CONDITIONS OF SUPPLY AND GOODS OF SERVICES

### 1. DEFINITIONS

"The Company" means Hello Flamingo LTD.

"The Customer" means the person, firm or company entering into the contract with the Company.

### 2. ORDERS

All orders once accepted by the Company cannot be cancelled except by the agreement of both parties in writing.

If the design is altered at any time during construction a further charge will be issued to the client depending upon the amount of extra work involved

If any work is cancelled once construction has begun, 25% of the full original invoice is non returnable and a further discretionary percentage will be charged to the client depending upon how much work has been undertaken to the point of cancellation.

If any work is cancelled prior to construction commencing, 10% of the full original invoice will be charged to The Customer

Once an amount of items has been agreed, the unit cost will apply to that amount. Should a smaller amount be requested, the cost per item may increase

Once approval of works undertaken has been given, any further changes will incur an additional cost to The Customer to be decided by The Company

### 3. TERMS OF CONTRACT

(a) All prices quoted are exclusive of Carriage Charges and VAT

(b) These Conditions shall govern all orders and contracts made with the Company for goods and/or services, save for any variations or action expressly agreed in writing by both parties. These conditions shall prevail over any conditions of the Customer.

### 4. SPECIFICATIONS

All descriptive specifications and particulars of goods or services are approximate only and such specifications or particulars shall not form part of any contract.

### 5. VARIATION OF PRICES, RATES

The Company reserves the right to vary the prices or rates to the level current at the time of delivery of the goods or performance of the services.

---

**Design • Bespoke Manufacture • Retail Display • Installation • Events • Pop-Ups**

Hello Flamingo LTD, Unit D6, Eastside Business Park, Beach Road, Newhaven, East Sussex, BN9 0FB

info@helloflamingo.co.uk • 01273 585768 • 07801966704

Registered in England number 09307996. VAT NO. 200079460. UK REGISTERED



hello flamingo

## **6. COPYRIGHT**

Where the Company makes for the Customer any designs, drawings, sculptures, works of artistic craftsmanship or any other works enjoying in whole or in part the protection of copyright, the legal and beneficial ownership of all such copyrights and the intellectual property shall be vested in the Company.

## **7. DELIVERY**

Whilst every effort is made to meet Customer's requirements, any time of delivery is approximate only and shall not be of the essence of the contract.

All goods will be delivered in protective wrapping however the Company takes no responsibility for any damage in transit.

Hello Flamingo always advises to use a dedicated driver to ensure there is no damage in transit. Damage to goods being sent out by a third party carrier service is at the risk of the client and the company cannot accept responsibility for damaged items in transit.

## **8. RISK**

All goods supplied shall be at the Customers risk from the time when the Customer is notified that the goods are ready for collection or the Company posts the goods to the Customer or an independent carrier, whichever shall be the earliest. Goods supplied by the customer shall remain at the customers risk whilst they are in the Company's charge.

The company accepts no responsibility for insurance of goods once received by the client.

A risk assessment will be issued only if the client requests one

## **9. RESERVATION OF PROPERTY**

Where any goods are sold to the Customer, until the Customer has paid for the goods (and any interest if due) in full: –

- (a) Neither legal nor beneficial title in the goods shall pass to the Customer;
- (b) The Customer shall be a bailee of the goods for the Company and owe the Company a fiduciary duty as bailee;
- (c) The Customer shall store the goods so they are identifiable as the Company's property;
- (d) In the event of resale or consumption of any of the goods the Customer shall account the Company from the proceeds of such sale or consumption (if any) for the price of the goods and any interest if due and for this

---

**Design • Bespoke Manufacture • Retail Display • Installation • Events • Pop-Ups**

Hello Flamingo LTD, Unit D6, Eastside Business Park, Beach Road, Newhaven, East Sussex, BN9 0FB  
info@helloflamingo.co.uk • 01273 585768 • 07801966704

Registered in England number 09307996. VAT NO. 200079460. UK REGISTERED



hello flamingo

purpose shall place such proceeds into a separate account so as being identifiable in the Company's beneficial ownership.

## 10. CLAIMS

Without prejudice to clause 11 below, all claims for defective goods or services shall be notified to the Company in writing within 14 days of delivery or performance save that claims for consequent damages must be so notified in writing within 7 days of the damage occurring. The Company shall be entitled to reject any claims that are not notified in accordance with this clause.

The Company is under no liability whatsoever for any injury or damage to persons or property or loss of profit claimed by the client, in respect of any goods being used inappropriately

## 11. EXCLUSION OF LIABILITY

(a) The Company shall not be responsible for any oral representations made by its servants or agents,

(b) Save as expressly agreed in writing the Company gives no warranty that the goods or services supplied are fit for any particular purpose.

(c) All undertaking as to quality or fitness for any purpose or conformity with description or sample

implied by Statute or common law are excluded insofar as is permissible under the Unfair Contract Terms Act 1977.

(d) The Company accepts no liability for any personal injury however caused. The Company's liability for any loss or damage whether due to the neglect or default of its servants or agents or however arising shall be limited to the price charged for the goods and or services supplied under the contract.

(e) Any recommendations or advice made by, or any design work or modifications carried out by the company, or its servants or agents are given in good faith and it is the Customers responsibility to ensure that implementation of such advice is safe and suitable in the prevailing circumstances.

(d) All moulds will remain the property of the Company who reserve all rights to their use post manufacture. The license for use can be purchased at a sum agreed by The Company and The Customer

## 12. INDEMNITY

Where pursuant to any contract with the Customer the Company carries out work or performs services other than at the Company's premises, the Customer shall indemnify the Company against all damage loss or injury suffered by the Company its servants or agents and all claims brought against the Company. The Customer will insure against its liability under this clause.

---

**Design • Bespoke Manufacture • Retail Display • Installation • Events • Pop-Ups**

---

Hello Flamingo LTD, Unit D6, Eastside Business Park, Beach Road, Newhaven, East Sussex, BN9 0FB

info@helloflamingo.co.uk • 01273 585768 • 07801966704

Registered in England number 09307996. VAT NO. 200079460. UK REGISTERED



hello flamingo

### **13. PAYMENT**

All invoices shall be paid within 30 days of the date thereof or 50% Deposit as stated on quote supplied. Payment terms are agreed prior to work commencing. The company can request the following payment terms:

- (a) Purchase Order received as confirmation of manufacture and agreement of contract
- (b) Deposit of 50% of invoice amount as confirmation of manufacture and agreement of contract with final 50% received within 30 days of invoicing date.

If any invoice is not paid as aforesaid:-

- (a) interest is payable on the sum outstanding at the rate of 3% above Bank of England minimum lending rate current at the time,
- (b) The Company has the right to suspend further performance, supplies or deliveries under this contract until full payment is made or, at its option, to terminate the contract.

### **14. GENERAL LIEN**

The Company shall have a general lien over the Customer's goods and materials for payment of the amount due under any invoice (and interest if any).

### **15. CONFIDENTIAL INFORMATION**

The Customer shall keep confidential and prevent disclosure by its servants or agents of the inner workings or designs of all goods supplied by the Company.

### **16. MARKETING**

Unless stated prior to work commencing, the company reserves the right to use images of work for marketing purposes on the website, social media and portfolio.

### **17. INTERPRETATION**

Any contract made with the Customer shall be governed by English law.

**By Working with the company, you are agreeing to the Terms and Conditions**

---

**Design • Bespoke Manufacture • Retail Display • Installation • Events • Pop-Ups**

---

Hello Flamingo LTD, Unit D6, Eastside Business Park, Beach Road, Newhaven, East Sussex, BN9 0FB

info@helloflamingo.co.uk • 01273 585768 • 07801966704

Registered in England number 09307996. VAT NO. 200079460. UK REGISTERED