

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS



THE TERMS AND CONDITIONS BELOW SHALL APPLY TO THE QUOTATION GIVEN OVERLEAF OR ATTACHED AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS QUOTATION. PLEASE READ CAREFULLY. THESE TERMS AND CONDITIONS WILL NOT AFFECT ANY STATUTORY RIGHTS WHICH YOU MAY BE ENTITLED TO FROM TIME TO TIME AND WHICH BY LAW CANNOT BE VARIED OR EXCLUDED.

1. Formation of a Contract

1.1 The quotation given on or attached to these Terms and Conditions will only remain valid for a period of 30 days.

1.2 On acceptance of the quotation by placing an order within the specified period in paragraph 1.1 above, you will be bound by these Terms and Conditions. Each quotation accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these Terms and Conditions as "an order".

1.3 No addition, alteration, substitution or waiver of these Terms and Conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

1.4 Nothing in these Terms and Conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this quotation.

1.5 These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

1.6 Nothing in these Terms and Conditions shall affect the Customer's statutory rights.

1.7 These Terms and Conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

2. Specification

All goods supplied by us shall be in accordance with the quotation given and any further specifications or descriptions agreed or expressly listed or set out on the face of the order.

3. Acceptance

3.1 You will be deemed to have accepted all goods upon their delivery by us to the address specified in the order. If you were not present when the goods were delivered you must notify within 24 hours of the delivery time to inform us of any missing parts or damage to your furniture. Failure to do so will result in your right to replacement for missing parts and/or damage.

3.2 We must be informed in writing within *[Insert number of days, e.g. 30 days]* days of acceptance of the order of any changes, alterations, reductions or cancellations. We reserve the right to retain any deposits or charge in full for any goods supplied or fabricated where cancellation is not made within the period specified.

4. Delivery and Risk

4.1 Unless otherwise stated in the order, the price quoted includes delivery to the address specified in the order.

4.2 Whereas we will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. We will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

4.3 Risk in the goods shall pass to you upon delivery.

4.4 In the event we should fail to deliver within 30 days from the date of your order you may cancel your order at any time after that and any deposit paid by you will be returned in full.

5. Title and Payment

5.1 We warrant that we have good title to the goods and will transfer such title as we have in the goods to you pursuant to paragraph 5.3 below.

5.2 Unless otherwise stated in the order, payment of the price of the goods comprised in each order shall become due 3-5 days before delivery.

5.3 Title to the goods comprised in the order shall not pass to you until you have paid the full price, although we reserve the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

6. Price

6.1 If the rate of value added tax (VAT) increases between the date of your order and the date of delivery we will add the necessary additional amount of value added tax to the price of the goods.

6.2 If the price of the goods increases for any other reason between the date of your order and the date of delivery we will notify you of this and give you the choice of accepting the price increase or cancelling the order in which case any deposit paid by you will be refunded in full.

7. Damage in Transit

We will replace free of charge any goods proved to our satisfaction to have been damaged in transit provided that such damage is notified to us or the carriers in writing within 24 hours of delivery.

8. Force Majeure

8.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.

8.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

9. Warranty

Emelda Grace furniture has a comprehensive three-year warranty from the day we delivered your furniture to you.

10. Exclusions

10.1 We do not exclude liability for death or personal injury, however we shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of £10,000,000 (Ten Million Pounds)

10.2 We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

10.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given us written notice within 21 days of the occurrence and given us or our insurers every facility to investigate such occurrence.

11. Complaints

We endeavour to respond to all customer complaints or queries within 24 hours. We ask you make your initial complaint by **Phone on 0333 360 1415** or by using the **Contact Us Form** on our website. A senior member of the team will then get back to you to better understand what your complaint is and what we intend to do to resolve it for you.

12. Defects and Delays

12.1 The Supplier will not be responsible for defective Products and/or Services where caused by the negligence or poor workmanship of third-party contractors not employed by the Supplier.

12.2 Where the Supplier has completed the Works and the Customer is unhappy with the results the Customer shall inform the Supplier and allow the Supplier up to 30 working days to further correct and complete the Works.

12.3 Where the Supplier is still unable to satisfactorily complete the Works the Customer shall be entitled to a partial refund or reduction as fair compensation for the incomplete Works.

12.4 Where the Supplier is late completing the Works and it can be shown that this directly due to the actions (or inactions) of the Supplier the Customer shall be entitled to a partial refund or reduction to fairly compensate for the delay.

13. Arbitration

13.1 Where the parties to this Agreement are in dispute for a period of more than 30 days and cannot resolve the dispute either party may refer the dispute to arbitration as detailed below.

13.2 The parties to this Agreement agree that they can use any industry body to act as Arbitrator in the event of an unresolved dispute being referred to them.

13.3 The party referring the dispute to the Arbitrator shall inform the other party in writing at the same time as referring the dispute.

13.4 Both parties will continue to operate and honour the terms of this Agreement while the arbitration process is ongoing.

13.5 The decision of the Arbitrator is final and binding on the parties unless the decision is overruled in further arbitration or in a court of law.

13.6 The Arbitrator will also decide on the arbitration costs to be borne by the parties.

14. Cancellation and Cooling Off Period

14.1 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (and any other relevant legislation). Where this Agreement is concluded at the Customer's home or office (either as a result of a solicited or unsolicited visit by the Supplier) the Customer has an initial minimum statutory 14 days "cooling off" period. This allows the Customer 14 days in which to change their mind and cancel the Order.

14.2 Subject to paragraph 14.1 above the "cooling off" period for the purposes of this Agreement is 14 days.

14.3 Furthermore for the purposes of this Agreement the Customer may cancel the Order within the "cooling off" period where the Agreement is concluded at a place other than the Customer's home or office, such as the Supplier's office.

14.4 The "cooling off" period runs from receipt of this Agreement by the Customer.

14.5 Notice of cancellation by the Customer must be given to the Supplier in writing.

14.6 The Supplier reserves the right to retain monies or seek payment for all reasonable costs incurred in respect of the Order where the Customer has specifically requested in writing that goods or services be supplied within the initial "cooling off" period.

14.7 The Supplier will not supply any goods or services during the initial cooling off period unless a specific written request is received from the Customer to do so.

14.8 If the Customer seeks to cancel the Order outside the cooling off period stated in paragraph 14.2 above the Supplier reserves the right to retain any monies paid by the Customer to cover all reasonable expenses incurred by the Supplier.

14.9 If such retained monies do not cover the reasonable expenses incurred by the Supplier the Supplier reserves the right to seek additional payment from the Customer to cover these reasonable expenses.