



Hand crafted furniture for beautiful homes



TERMS AND CONDITIONS OF SALE

Interpretation

In these Conditions:-

“us/we/our” means The Traditional Furniture Company Ltd (registered number 03757697) having their registered office at: Braelea Court, Bamforth Street, Sheffield, South Yorkshire, S6 2HE.

“You/client” shall mean the person named in the quotation or invoice.

“Goods” shall mean the furniture and appliances we are to supply in accordance with the quotation attached.

“Services” shall mean the installation and any associated works which are specified in the quotation attached.

1. Basis of the Sale

We agree to sell you goods and in return you must agree to purchase and pay for the goods, (and the Services if applicable), in accordance with these conditions, which shall govern the contract between you and us to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by you.

2. Order and Specifications

2.1 The quantity and description of the goods and/or services forming part of the sale shall be as set out in our quotation. Our acceptance of the order will be when you have agreed to the

quotation and paid a deposit. Any subsequent agreed alterations will be implemented to the interim invoice and final invoice payment.

2.2 No order, having been accepted by us, may be cancelled by you, except on such terms that you shall indemnify us in full against all losses (including a loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by us as a result of a cancellation.

2.3 Unless otherwise agreed in writing, all prices quoted do not include electrical or plumbing connections to appliances. The quoted price will include installation or any other associated joinery necessary only to the extent as is clearly written in the quotation.

3. Price

3.1 The price of the sale of the goods and (where applicable) the services shall be our price as per the quotation. All prices quoted are valid for 30 days only or until earlier acceptance by you.

3.2 We reserve the right, by giving notice to you at any time before delivery (in the case of the goods) or before installation (in the case of the Services), to increase the price of the goods or (where applicable) the Services to reflect any increase in cost to us which is due to any change in installation date(s), quantities or specifications for the goods, or specification of or extent of the Services works which is requested by you, or, if applicable, your architect or agent or other representative (acting within your authority) or any delay caused by any change in instructions by you (or your architect, agent or other representative) or any failure by you (or any of the aforementioned parties), to give us adequate information or instructions. In the event that you no longer wish to take delivery of the goods and/or you no longer wish to engage us in providing the Services, in both cases due to a price increase as provided for above, you may cancel the contract on the terms that you will indemnify us for all losses we suffer as a result in accordance with condition 2.2 above.

3.3 In the event you use existing or supply new appliances yourself, any unexpected cost incurred during fitting of or services required to assist fitting of appliances will be subject to condition 3.2 above.

4. Terms of Payment

4.1 **Subject** to any special terms agreed between you and us in the quotation, you shall pay the price of the goods and services as follows:-

- (a) 20% as a deposit on confirmation of order. This deposit payment is non-refundable as payment of this deposit is for security of a manufacturing slot and also payment to secure copies of all plans and design proposals. (see note 4.2 below).
- (b) 70% to be paid as an interim payment on delivery of the furniture. (see note 4.2 below).
- (d) 10% on completion of installation and any other works forming part of any Services being provided (see note 4.2 below).

Subject to any special terms agreed between you and us in the quotation, you shall pay the price for the Services on completion of the installation and related works forming the Services.

4.2 If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to;

4.2.1 Cancel the contract or suspend prep works or manufacturing until the outstanding payment is made in full.

4.2.2 Charge interest on the unpaid amount, at the rate of 10% per annum above the base rate, until payment in full is made.

4.3 We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to our payment terms above.

5. Installation

5.1 **Any** dates quoted for delivery of the goods or completions of the Services are approximate only and we shall not be liable for any delay in delivery of the goods or completion of the Services howsoever caused, unless such delay is solely attributed to our actions. Time for delivery or installation shall not be of the essence of the contract unless previously agreed by us with you in writing.

5.2 Failure to take delivery of the goods or failing to give us adequate delivery instructions at the time stated for delivery, or failure to properly arrange access to your home or premises to allow us to provide the Services (otherwise than by reason of our fault) then, without prejudice to any other right or remedy available to us, we may;

5.2.1 Store the goods in a controlled storage facility until actual delivery, and to charge you for any reasonable costs (including insurance) of such storage. Although we will reschedule fitting, dates available may be limited and we reserve right to 5.2.2 below.

5.2.2 Charge the interim payment as per section 4.1(b) above.

5.2.3 If after a period of no less than 14 days passes, during which delivery has not been taken due to a failure by you as stated above, we shall sell the goods at the best price readily obtainable, (after deducting all reasonable storage and selling expenses) and account to you for the excess over the price under the contract or charge you for any shortfall below the price under the contract.

6. Risk and Title to the Goods

6.1 Risk of damage to or loss of the goods shall pass to you on delivery to your premises.

6.2 Until delivery and the passing of risk, all goods and services remain our property and remain in our ownership until all sums due by you to us are settled in full.

7. Warranty and Liability

7.1 Subject to the conditions set out below we warrant that our manufactured goods will be free from defects in standard materials and workmanship for a period of 12 months from the date of installation, and services we have provided will be free from any defect for a period of 12 months from the date of installation.

7.2 Although we warrant materials for a period of 12 months we draw your attention to the fact that we make extensive use of natural timber materials. Whilst we will try to ensure a careful balance of matching timber grain and colours, we cannot guarantee that these will not vary from samples provided. Over time timber or stone products may change in colour or size (occasionally small cracks may appear) through exposure to sunlight and heat variations. Timber and stone are natural products and therefore are subject to variations in changes through available size of material and colour and as such we cannot provide definitive guarantees.

7.3 We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal usage conditions or failure to follow our instructions (whether spoken or in writing).

7.4 In the event that any of the goods supplied by us were manufactured by a third party and are the subject to a guarantee from the manufacturer, upon your request, we shall take all such action (at your expense) as is necessary to enable you to recover any loss suffered from the manufacturer.

7.5 You shall have a period of 7 days from delivery during which to advise us of your wish to reject the goods (or any part of the goods) as a result of a defect in their appearance or a defect in their basic function. If we accept that such part of the goods are defective then we shall, at our sole discretion, re-work the part of the goods in question or replace such part of the goods with new goods. We shall not accept the return of any part of the goods outside of the 7-day period referred to above if the defect complained of should reasonably have been detected during that period.

7.6 Nothing contained herein shall have the effect of restricting or excluding rights to the seller under the sale of goods act 1979.

7.7 These conditions of the contract shall be governed by the laws of England & Wales and by your acceptance you agree to submit to the non-exhaustive jurisdiction of the Courts of England & Wales.