

CCW Terms & Conditions 2019

When you place an order or make a request for Goods and services from Christopher Clark Workshops Ltd you are deemed to have unreservedly agreed to the following terms and conditions. Please read them carefully.

1. INTERPRETATION

1.1 The definitions and rules of interpretation apply in these conditions: Seller: Christopher Clark Workshops Ltd, Trafalgar Industrial Estate, Downham Market, PE38 9SW. Buyer: The person, firm or company who purchases the Goods from the Seller. Goods: Any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them). Contract: Any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions. Client: Any person, firm or company who purchase the Goods from the Buyer with whom the Seller has no contractual relationship. Delivery Point: The place where delivery of the Goods is to take place under condition 6.
1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition.
2.2 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
2.3 These conditions apply to all the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Seller. Nothing in this condition shall exclude or limit the Seller's liability for fraudulent misrepresentation.
2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
2.6 The Seller reserves the right to change these Terms and Conditions from time to time. The Buyer is expected to check these Terms and Conditions regularly and to take notice of any changes made, as they are binding on each sale of Goods. Some of the provisions contained in these Terms and Conditions may also be added to or superseded by provisions or notices published elsewhere on the Seller's website or other documentation.
2.7 Nothing said by any of the Seller's members of staff on behalf of the Supplier should be understood as a variation of these Terms and Conditions unless confirmed in writing by the Seller.

3. TITLE

3.1 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of: 3.1.1 the Goods; and 3.1.2 all other sums which are or which become due to the Seller from the Buyer on any account.

4. STANDARD PRODUCT INFORMATION

4.1 Prices are quoted in British Pounds Sterling and are exclusive of UK Value Added Tax and delivery charges.
4.2 If ordering Goods advertised on the Seller's website the Buyer should be aware that due to the constraints of digital reproduction on different web browsers, the Seller cannot guarantee that the colour, wood grain, texture or finish of the product on screen will be identical to the Goods purchased by the Buyer.
4.3 The Seller will supply, if requested by the Buyer, a sample of the finish chosen by the Buyer from the standard range, so that the Buyer can confirm the finishes before the Goods are put in for manufacture. If the Buyer has requested a finish not from the standard range, the Seller can supply a bespoke sample of this particular finish for an additional cost to the Buyer. The Seller cannot accept responsibility for any colour/finish, or grain variation from that expected if the Buyer has not requested a sample prior to placing the order.
4.4 Handles: To be supplied by the buyer unless specifically stated in the quotation issued. Handles supplied by the Buyer must however arrive a minimum of 10 working days prior to the agreed delivery date, otherwise the Seller cannot guarantee they will be fitted. The Seller will not delay despatch of any order because handles have not been supplied in time and forwarding and fitting of late handles will be at a cost to the Buyer.
4.5 Fabrics: Unless ordering Goods with standard fabric specifications, all fabrics used in the manufacture of the Goods are to be supplied by the Buyer. If the Buyer's own fabric is not delivered to the Seller a minimum of 4 weeks prior to the estimated delivery date, the upholstered Goods will be delivered at a later date separately from the remainder of the order at an additional cost to the Buyer. The Seller cannot store Goods because of fabric that has not been sent in time by the Buyer. All fabric must be supplied with a fire-retardant inner-liner as standard.
4.6 Size: Any variation on the size of the Goods from that stated on the Seller's issued quotation, must be specified at the time of order. Each piece of furniture is made and finished by hand and therefore all sizes are approximate, with a maximum tolerance of up to 3mm.

4.7 Customised specifications: The Buyer must not rely on having mentioned something verbally or these being included at the quote stage. Exact details must appear on the order acknowledgment itself. Please note that in cases where the Buyer has not made specifications clear, any interpretation will be at the Seller's discretion.

5. ORDERING

5.1 Once the Buyer has confirmed via post or e-mail the Goods they wish to order, the Buyer will be sent via email or by post an order acknowledgment. The order acknowledgment represents an offer by the Buyer to purchase Goods from the Seller and it is the responsibility of the Buyer to check the order acknowledgment and notify the Seller immediately by telephone or email of any errors. The Seller will always promptly respond by telephone or email to any queries that are arisen.

5.2 The Buyer must provide true, accurate, current and complete personal information when ordering and should not impersonate another person or entity. The Buyer should not use any false name or any name that they are not authorised to use. When a deposit is requested by the Seller, the Goods will not be processed, and the Seller will not be liable for any delay or non-delivery of Goods if payment of the deposit is not forthcoming.

5.3 It is the responsibility of the Buyer to check the dimensions of the premises at the Delivery Point against the dimensions of the Goods purchased, to ensure access of the Goods into the premises is possible and complies with health and safety regulations.

5.4 The Seller may conduct an installation survey prior to ordering at the Buyer's request and cost. This is recommended for unusual spaces or where delivery might be difficult due to location, access or the dimensions of the Goods. The Buyer will be charged a minimum £95 charge to cover travel expenditure plus £25 per hour on site for this service, to which the total cost will be added to the final invoice.

5.5 The Buyer will be notified of the costs for Delivery and installation and is payable in addition to the quoted price and will be included on the balance invoice. The cost of delivery and installation will depend on the order value, location and accessibility.

6. DELIVERY OF GOODS

6.1 The Seller will advise of a delivery date to fit with the requirements on the order acknowledgement, usually within a timeframe of 8-10 weeks from the order confirmation date. If this does not suit the Buyer, the Buyer must advise within 48 hours of receiving the order acknowledgement.

6.2 The Seller accepts that occasionally the Buyer will need to make changes to the delivery date and the Seller will make every effort to reasonably accommodate this, though it may not always be possible. Equally for unforeseen reasons, the Seller may also have to occasionally change the delivery date and the Seller can accept no financial claim made against them as a result of this.

6.3 Any and all delays caused intentionally or accidentally by the Buyer resulting in changes to a delivery date (these might non-exhaustively include changes to order, non-supply of colours, fabrics fittings, delivery problems etc.) will result in the Goods being invoiced in full and storage of the Goods will also be charged to the Buyer.

6.4 The Seller is unable to provide fixed times of delivery due to the distances travelled and possible unforeseen traffic delays, which may cause specified times to prove unreliable. The day prior to delivery the Seller should be able to advise whether the Goods will arrive during am or pm. On the day itself, the Seller can liaise with their drivers or put them in contact with the Buyer for estimated delivery times, but the Seller cannot be held responsible for any consequential loss should circumstances outside the control of the Seller cause deliveries to run later than expected.

6.5 The Seller will deliver the Goods to the main entrance of the Delivery Point as specified in the order acknowledgement, unless an alternative entrance has been identified and agreed with the Seller prior to the delivery date.

6.6 The Seller offers two delivery options to allow the Buyer to choose the one most suited to their Goods order and budget, they are as follows: A) The Standard delivery service is a door-to-door service with one man in a van. Sufficient help with unloading of the Goods must be provided by the Buyer, and liability for damage is passed to the Buyer at this point. Cost of delivery is a minimum £95. B) The Premier delivery service is a door-to-door service with 2 men on van at a £80 per hour estimated onsite charge, additional to the £95 standard minimum delivery charge. Any items requiring more than two people to lift will require the Buyer to provide the additional manpower.

6.7 When possible the delivery drivers will place the Goods in the relevant rooms but should access prove in anyway difficult, or the drivers are concerned for their health and safety, delivery to the relevant rooms will not be made. It will then be the Buyer's responsibility to deliver the Goods to the rooms.

6.8 The Buyer will be asked to check the Goods where the drivers have been able to leave them and sign the delivery note. The Seller cannot be held responsible for any damage occurring as a result of the Buyer moving the Goods into another room. In the event that a delivery proves impossible for the reasons stated above, the Premier delivery charge remains payable in full by the Buyer.

6.9 Most deliveries will require assistance to unload the Goods from the delivery vehicle. This will be confirmed when the Seller arranges the delivery date. If the Buyer is not able to assist with the unloading of the Goods from the delivery vehicle, they are advised to opt for the Premier delivery service at the cost as stated in term 6.6 B.

6.10 It is the responsibility of the Buyer to inspect the Goods immediately upon receipt and to sign the delivery note acknowledging that the Goods have been received complete and in good condition.

6.11 If a third party or the Client is checking on behalf of the Buyer, the Buyer warrants that they have their full authority to sign for the goods and to add comments on the delivery note or to confirm that the Goods have arrived in good condition.

6.12 In the event that the Buyer does not comply with the Seller's attempts to deliver the Goods, the Buyer may incur additional charges to cover storage, shipping and insurance of Goods.

6.13 Should the delivery driver arrive at the Delivery Point and find no persons there to sign for the Goods, the Goods will not be delivered, and this will be treated as a breach of the terms of the Contract. The delivery charge will be payable together with any storage charge which arises as a result of the non-delivery. It will be the responsibility of the Buyer to arrange re-delivery of the

Goods for which there will be an additional charge. 6.14 No liability shall be incurred by the Seller where the Goods are moved to a different location from the Delivery Point.

6.15 Where goods are to be stored prior to being placed in show rooms or homes the Buyers responsibilities in term 6.13 above are applicable.

6.16 The Seller will not accept liability for any damage caused to the Goods or any premises as a consequence of delivering to a location where access is restricted. Ensuring there is sufficient access for installation of the Goods is strictly the Buyer's responsibility. Should the Seller reach the Delivery Point and find it impossible to install due to insufficient access, lack of agreed assistance, health and safety concerns or for any other reasons, this will be treated as a chargeable non-delivery and the Goods will be invoiced in full at this time.

6.17 The Seller may, upon request, part-assemble the Goods at the Delivery Point where access is limited. Not all Goods are suitable for on-site part-assembly and therefore this arrangement must be agreed by the Seller during the order confirmation stage. This service is only available through the Premier delivery option and thus will incur the £80 per hour charge as stated in term 6.6 B.

6.18 The Seller will not be responsible for installing the furniture upon delivery, unless arranged in advance. The Seller may, depending on the delivery service chosen by the Buyer, assist with the carrying of the Goods into the property and/or rooms at the Delivery Point, including any unwrapping of packaging used to protect the Goods during transit. This may also include, if applicable, assembly of disassembled Goods. Any installation, including fixing or hanging Goods to walls is strictly the responsibility of the Buyer. The Seller will not hold any liability for damaged caused (to the Goods or property) during installation of the Goods. Liability of the Goods are passed on entirely to the Buyer once the Goods have been checked and signed for.

6.19 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.20 Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 90 days.

6.21 Goods destined for remote areas and/or a country outside the UK mainland are subject to different terms and conditions and must be negotiated on an individual basis. Delivery times to remote areas may be extended. Please note it may not be possible for the Seller to deliver to some locations. Goods delivered overseas may be subject to import duties and taxes. Such taxes will be payable when the products reach their destination. The liability for payment of such customs duty's rests solely with the Buyer. The Seller has no control or liability for these. Seller's premises. The Goods may be inspected prior to packing for export by prior arrangement.

6.22 If the Buyer causes delays for any reason, whether intentional or otherwise and the Goods require storage, please note it is the Buyer's responsibility to nominate a storage provider and to give full and accurate delivery details. The Goods will be delivered to the nominated provider and all risks relating to the Goods shall immediately be passed onto the Buyer. The Seller can accept no responsibility for Goods placed in storage. If the Buyer fails to take delivery and fails to nominate a storage provider, emergency storage can be arranged by the Seller without quotation and all charges will be passed on to the Buyer and added to their invoice which shall become immediately payable in full.

6.23 If the Buyer delays delivery of the Goods for any reason, whether intentional or otherwise, or fails to agree on a suitable delivery date within the given lead time, resulting in the Seller having to store any of the Goods on their premises, a fee of a minimum £75 + VAT per week will be charged to the Buyer, starting from two weeks after the originally confirmed delivery date.

6.24 A representative for the client must be present to oversee delivery and installation of furniture and sign appropriate documentation. Once goods have been delivered and signed for the Seller cannot be held responsible for any damage to the goods thereafter.

7. QUALITY AND CARE OF GOODS

7.1 The Seller warrants that (subject to the other provisions of these conditions) on delivery the Goods shall: 7.1.1 Be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and 7.1.2 Be reasonably fit for their intended purpose.

7.2 The Seller shall be under no liability in respect of any defect arising from the point of sale from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Goods without the Seller's approval.

7.3 Natural woods in particular vary in colour and grain patterns and are also affected by the sunlight. The Seller can advise the Buyer of grain types available, but once selected the Seller will not be responsible should the grain pattern not meet the discussed expectations. Some timbers may also shrink and expand due to extreme changes in temperature and humidity as stated in 7.7. Once the Goods have been delivered and signed for it is the responsibility of the Buyer or the Buyer's Client to ensure the Goods are not miss-used or kept in any environment for which they were not designed for. Please refer and adhere to the Sellers care instructions.

7.4 Touch-catch drawer runners: While the Seller will always recommend the inclusion of the highest quality touch-catch components to be used in the design of the Goods, these are still very delicate mechanisms that sometimes require adjustments and maintenance because of over-use and/or movement of furniture. This is not a fault with the touch-catch components themselves or with the Goods, but simply the nature of the product. It is the Buyers responsibility to undertake such adjustments and maintenance and to inform their Client of this information prior to purchase of the Goods. The Seller can advise on how to adjust and maintain the touch-catch mechanisms but will assume no responsibility for touch-catches which fail to work due to miss-use or poor care and maintenance.

7.5 Whilst all mirrors and glass used in the manufacture of Goods are given polished edges, these materials can still have sharp

edges and are extremely fragile, so extra care should be taken with these pieces at all times. Buyers and Clients should be aware of the dangers of glass and mirror and that safe handling of such materials will be the responsibility of the Buyer.

7.6 Uneven flooring will affect the way doors hang on their hinges and drawers' function on their runners. In instances where the Seller is called out to inspect or adjust furniture because of this issue, a call out charge for time and travel expenses will be charged in full to the Buyer. See term 6.6 B for the cost of such charges.

7.7 TEMPERATURE & HUMIDITY, Crockery containing hot or very cold food or drinks should always be placed on heat resistant mats. Avoid placing furniture in direct sunlight or near any other form of heat such as radiators. In order to prevent adverse shrinkage and movement and to maintain the stability of the Sellers furniture, a certain relative humidity needs to be maintained. You should aim to keep the relative humidity in the room at 45-50% (+/-5%). The relative humidity needs to be maintained at a constant level regardless of season. Any sudden change can cause shrinkage or splitting. Do not place wet objects onto furniture (flower vases, wet clothing etc.) Do not leave liquid spillages on the surfaces of the furniture. Wipe away immediately.

7.8 Metal, or Brass inlays, appliques, and bases, due to shrinkage of timbers, residing in an environment which is contravening the Sellers care instructions in 7.7 may lift out of grooves, move, or in some cases become detached, the Seller cannot be held responsible for this, however, the Seller can offer a repair/re-fit service, charges applicable, and available upon request.

8. PRICE AND PAYMENT

8.1 All Goods remain the property of the Seller until paid for in full.

8.2 Changes, alterations and cancelations etc. after the 48 hour cooling off period, as in terms 9.2, are always charged for.

8.3 First-time Buyers may be asked to pay for their first order proforma and in full.

8.4 The Seller's payment terms for existing Buyers are a 50% none refundable deposit with "Confirmation of Order", balance payment due on advice of delivery unless as stated otherwise in the written quotation. Payment dates are clearly identified on all paperwork. Failure to make payments on due dates will result in the Seller extending the previously agreed delivery date.

8.5 Payment by the Buyer to the Seller is to be made by bank transfer or via cheque payment, unless otherwise advised by the Seller. The Seller's bank details are clearly noted on all order acknowledgment, proforma and invoice forms.

8.6 The price for the Goods shall be as specified in the quotation or acknowledgement of order and exclusive of any VAT, delivery and part-assembly charges, if applicable.

8.7 The quotation price is valid for 30 days of the date thereof.

8.8 All invoices are payable in full within 21 days

8.9 No payment shall be deemed to have been received until the Seller has received cleared funds.

8.10 If the Buyer fails to pay the Seller any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

8.11 Goods are invoiced on delivery or if the delivery is delayed in any way by the Buyer as detailed above. In these cases, the buyer will be invoiced in full and fall due for payment within 21 days of the original delivery date.

8.12 Any discounts apply only on invoices paid within 21 days, outside that time they will be voided.

8.13 All prices and charges are subject to VAT at the current rate.

8.14 Interest shall be payable on all overdue accounts at the statutory interest rates awarded under Section 69 of the County Courts Act 1984.

8.15 Additional paint colours: Due to the high cost of paint, a supplement of £70 is charged for each additional colour sample requested on a piece of furniture after the first one.

9. CANCELLATIONS AND ALTERATIONS

9.1 The Buyer will receive an order acknowledgement via post or email. It is the responsibility of the Buyer to check the Seller has all the information correctly recorded. The Seller will produce the Goods to match the order acknowledgement and will not be liable should this not match the Buyer's requirements and the Buyer failed to inform the Seller of any discrepancy beforehand.

9.2 For 48 hours after the Seller receives a signed order acknowledgment from the Buyer, confirming all details of the order, changes, alterations and/or cancellations may still be made without charge. If the Seller is notified of changes, alterations and/or cancellations after this 48-hour period, a minimum administration fee of 33% of the order is charged. The administration fee may be higher depending on the stage of the manufacturing process at the time of notification and could amount to the total cost of the Goods.

9.3 If the Buyer cancels any order after the 48-hour cooling off period, any deposit paid may not be returnable.

9.4 All cancellations, changes and/or alterations must be notified in writing.

9.5 To allow for possible changes and developments during the design process with regard to Bespoke furniture any alterations can be made up until the final design drawings have been signed and confirmed by the Buyer, any changes, alterations post this approval will incur an advised administration/drawing fee.

9.6 Cancellation of any order where line drawings have been received are subject to a drawing and administration charge.

9.8 If the Buyer cancels the order of Bespoke Goods after this stage any deposit paid may not be returnable.

9.9 The Seller has no liability for Goods delivered that the Buyer no longer requires. Once the Goods have been delivered and signed for, the Buyer is liable to purchase the Goods.

10. DAMAGE AND COMPLAINTS

10.1 Any problems or defects concerning the Goods delivered must be notified on the delivery note and handed back to the delivery driver. The Seller will not accept responsibility for any alleged defects or problems with the Goods where the delivery note has been signed for as delivered in good condition.

10.2 In the unlikely event the Goods delivered are faulty or do not comply with any term of the Contract, the Buyer must notify the Seller immediately upon receipt of the Goods and the Seller then will be given the opportunity to correct any defect. The delivery driver will return the suspected faulty Goods to the Seller for immediate inspection. Once received, the Goods will be checked, and the Seller will contact the Buyer to discuss a possible replacement or repair depending on the nature of the defect. A re-delivery date will be arranged for the repaired/replaced Goods, free of charge to the Buyer.

10.3 Inspection of goods should be carried out in line with the furniture ombudsman's guidelines of viewing the goods from a distance of 2 meters. Small blemishes, which cannot be seen from this distance will be deemed acceptable and within our quality control checks carried out pre-delivery.

10.3 Replacements and/or repairs will only be given where the Goods are faulty or do not comply with any terms of the contract and if they have not been installed.

11. BESPOKE GOODS

11.1 Once the Buyer has requested a quote from the Seller for the manufacture of bespoke Goods the Seller will contact the Buyer to discuss product specifications. The seller may have to contact the Buyer on several occasions to ensure that precise details of the request are clear and understood. The Seller will aim to notify the Buyer in writing within five working days with a final draft clarifying the product specifications and total cost of the Goods. The Seller accepts no liability for consequential loss if for any reason they are unable to comply with this expectation.

11.2 It is the responsibility of the Buyer to inform the Seller if there is any error or oversight in the specifications noted on the issued drawings, it is therefore essential the Buyer checks these carefully. The Seller does not accept liability for producing Goods that fail to meet the requirements of the Buyer if the error or oversight was reasonably foreseeable at the time the Buyer confirmed the order.

11.3 In any case where specifications are not fully clarified, interpretation will be at the discretion of the Seller's production department and no liability for differences of interpretation will fall to the Seller.

11.4 Prices are quoted in British pounds sterling and are exclusive of UK Value Added Tax and delivery charges. A purchase contract is not formed until the Buyer receives notification/invoice of the cost of the Goods accompanied by clarification of the product specifications; The Seller will not begin to manufacture the Goods unless the Buyer authorises to do so on these terms.

11.5 A deposit of 50% of the total cost of the Goods specified will be required before manufacture of the bespoke Goods commences. This deposit payment may not be refundable.

11.6 As per the terms regarding delivery of Goods from the standard collections, the Seller will deliver the Goods to the Delivery Point as specified in the order confirmation, unless an alternative entrance has been identified and agreed with the Seller prior to the delivery date. The Buyer must check the dimensions of the premises against the dimensions of the Goods. The Seller will not accept liability for any damage caused to the Goods, the premises and/or the property as a consequence of delivering to a location where access is restricted. Bespoke Goods that do not fit properly, or at all, cannot be returned.

11.7 The bespoke Goods will be produced at the request of the Buyer. The Seller cannot guarantee or hold any responsibility for bespoke Goods manufactured to the Buyer's specifications are fit for any specified purpose. The Buyer must ensure that the dimensions and designs provided to the Seller are correct for the purpose they require. In placing a bespoke Goods order the Buyer accepts that the Seller cannot be held responsible for any design faults arising.

11.8 The Seller is not liable for any design copyright infringements which may result from manufacturing bespoke designs supplied by the Buyer. It is the Buyer's responsibility to ensure they are complying fully with current copyright laws and not using the designs of other parties without first obtaining permission to do so.

11.9 The bespoke service also includes the production of computer modelled drawings of the bespoke furniture designs, including technical drawings. These drawings are intended to help the Buyer better visualise the design prior to confirming the Goods for manufacture.

11.10 The drawings will include approximately three presentational views of the initial furniture design, highlighting material and design features as well as an orthographic drawing specifying furniture dimensions and specifications. The Buyer can instruct the Seller to make changes, if necessary, to the initial design drawings, free of charge. However excessive instances of additional changes/alterations to the design will incur an extra charge to the Buyer to which the total cost will be notified in the final invoice.

11.11 Prior to producing the computer modelled drawings, the Buyer must present the Seller with a reference drawing and/or image of the required bespoke design with specified dimensions. Information such as colour/material/accessories etc. should also be stated at this stage so that the drawing can be produced as realistically and quickly as possible. Failure to provide such information may delay the completion of the drawing and the Seller will not be liable for loss of revenue caused by the Buyer's lack of co-operation in providing such information.

11.12 The seller accepts no liability for variation of design, including colour, grain pattern and/or scale from the computer modelled drawing to that of the finished Goods. Computer images are solely intended as a visual illustration of how the Goods will look but must not in any instance be taken as a literal exact replica of the bespoke Goods being manufactured. Written confirmation is required from the Buyer to confirm satisfaction and acceptance of the computer modelled drawings prior to the order confirmation and thus the Buyer shall take full responsibility for any variant in the Goods from that of the computer modelled drawings.

11.13 Bespoke Goods are usually delivered within a timeframe of 8-10 weeks depending on the complexity of the order. As with standard Goods orders the Seller will advise of a delivery date to fit with the requirements on the order acknowledgement. If this does not suit the Buyer, the Buyer must advise within 48 hours of receiving the order acknowledgement.

11.14 Due to the complex nature of bespoke Goods orders, including the often-necessary design changes/alterations issued by the Buyer to meet with their specifications, this may force the Seller to occasionally have to prolong the delivery date from that specified on the order acknowledgment and the Seller can accept no financial claim made against them as a result of this.

12. GOVERNING LAW

12.1 These terms and conditions are governed by English law. When the Buyer orders Goods from the Seller the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts in relation to any disputes arising under the Contract between Buyer and Seller. These terms and conditions do not affect the statutory rights of the Buyer.

13. FORCE MAJEURE

13.1 The seller reserves the right to defer the date of delivery or to cancel the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

14. DATA PROTECTION AND PRIVACY

14.1 The Seller is committed to protecting the privacy of the Buyer. The information the Seller collects about the Buyer in order to process the order of the Goods will only be used lawfully in accordance with the EU General Data Protection Regulation 2018(GDPR). The Seller will not wilfully disclose any confidential information without prior permission from the Buyer and details will not be passed onto a third party for their use in promotional purposes.

14.2 The Seller will not share any of the Buyer's information with parties outside the Seller's organisation except to the extent required by law, police, court order or as requested by other government or law enforcement authority.

14.3 The Buyer's personal details may only be disclosed to other reputable third parties but only for the purpose of processing the Goods order and all such third parties will be required to treat the Buyer's personal information as fully confidential and to fully comply with all applicable EU GDPR or Consumer Legislation.

14.4 The Seller will treat all of the Buyer's personal information as confidential. Such information will be kept on a secure server and the Seller will fully comply with all applicable EU GDPR and consumer legislation that is in place.

14.5 The Seller will take all reasonable care, in so far as it is in their power to do so, to keep the details of the Buyer's order and payment secure, but in the absence of negligence on the part of the Seller, they cannot be held liable for any loss the Buyer may suffer if a third party procures unauthorised access to any data provide by the Buyer when accessing or ordering from the Sellers website.

15. GENERAL

15.1 Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

15.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

15.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

15.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

16. LIMITATION OF LIABILITY

16.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

16.2 Nothing in these conditions excludes or limits the liability of the Seller: 16.2.1 for death or personal injury caused by the Seller's negligence; or 16.2.2 under section 2(3), Consumer Protection Act 1987; or 16.2.3 for fraud or fraudulent

misrepresentation; or 16.2.4 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability.

16.3 Subject to condition 16.1 and condition 16.2: 16.3.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and 16.3.2 the Seller shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

16.4 The Seller will not be liable for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that was not reasonably foreseeable by either party when the Contract for sale was formed.

16.5 The Seller shall not be liable for any defects in the goods caused by any act, neglect or default by the Buyer or any third party.

16.6 The Seller shall have no liability to pay any money to the Buyer by way of compensation other than to refund the amount paid by the Buyer for the Goods in question less the cost of delivery.

16.7 When the buyer purchases Goods from the Seller they agree to fully indemnify the Seller and ensure that the Seller is not held liable for any claims for damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by the Buyer or any other liabilities arising out of the Buyer's use of the Seller's website or brochure information, or the use by any other person accessing the Seller's website using the Buyer's account or personal information.