

Recoire

curtains & upholstery

TERMS AND CONDITIONS OF TRADING

General Conditions

The General Terms and Conditions of trading apply to all or any services, goods or otherwise provided by the Company to Customer or third parties. No variation of wither the general or special conditions of trading shall be binding upon the company unless in writing and signed by a Director or Company Secretary. These general conditions together with the information set out below shall form the hole contract and supersede any previous contract or written or verbal representations, warranties or statement by the Company, its Employees or Agents.

Price

If any manufacturer or supplier of goods or supplier of goods or services to the Company no longer manufactures or supplies the Company with such materials or goods after receipt by the company of the Customer's order and appropriate payment, the company shall notify the Customer thereof and either refund the Customer's payment in full within seven days or agree an order with materials as appropriate.

Delivery/Delays

All delivery dates are approximate and although the Company shall use it best endeavours to comply with the dame, no liability for any loss or damage can be accepted by the Company arising directly or indirectly from any delays in either delivery or from non-delivery of the goods or this performance or non-performance of the of the services respectively sold or supplied by the Company hereunder. The Company shall not be liable for any loss or damage caused by delays incurred by the Customer in delivery for reasons beyond

the Company's control or arising out of strikes, lock-outs, labour disputes or shortages in labour or material and involving the Company or its suppliers or manufacturers or delivery agents. If the Customer shall request a delay in delivery the Company shall have the right at its discretion in respect of any delays to levy a storage charge.

Specification, Materials and Cleaning

All covers sold or supplied by the company shall conform to those specifications, fabric designs and cover styles and methods of manufacture as appropriate and described or set out in the Company's brochure or literature that is current at the time any order or orders placed by the Customer. The company reserves the right without prior notice and for any reason to change it specification.

Whilst the Company purchases and uses appropriate materials for its covers being sold or supplied hereunder of an appropriate standard and quality used within the furniture industry which comply with the relevant British Standard, it cannot be responsible for any loss or damage or dissatisfaction of the Customer arising from:

1. Any colour change of lack of dye fastness or fading.
2. Fair wear and tear by the Customer after delivery of all or any covers.
3. Use or suitability of any material or fabric supplied by the Customer or Customers to the Company.
4. Defective or faulty materials arising directly or indirectly through misuse or abnormal wear

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and tear by the Customer or third party.

5. The design or method of manufacture of the covers sold and supplied hereunder.
- 6.

All materials and fabrics used in any covers sold or supplied by the Company must be cleaned in accordance with manufacturer's or the Company's instructions.

The Company shall take all reasonable care to match all materials or fabrics used on one or more pieces of furniture but cannot be held responsible for minor differences in colour and design.

Fabric Information

Different fabrics have different characteristics, hence pleating, creasing and etc may appear differently than the original fabric. It is the customer's responsibility to ensure details of how fabrics are to be used is made clear. We accept no liability whatsoever for loss, damage or application of C.O.M.

Legal and Statutory Requirements

Ownership and title to all or any goods sold or supplied by the Company shall not pass to the Customer under his contract unless and until all or any outstanding monies whether in respect of the current order or orders or any previous order or orders have been paid in full and received by the Company. The Company reserves the discretionary right for itself and its Agent to repossess all of any goods supplied for which money is outstanding either under this or any previous notice. The company shall hold any payments made by Customers on account of any loss arising out of such bailment of the goods. Copyright in all covers, designs, Company brochures, image, literature, trading conditions or otherwise shall be

and remain at all times the property of the Company.

Limitation of Liability for Loss or Damage

The Company shall only accept liability for the negligent workmanship of its Employees or Agents or defective or faulty materials used in any covers sold or supplied hereunder.

1. For all or any actual physical damage to Customer's furniture left on the Company's premises and which the Company proves within seven days of delivery of the finished order to the Customer had arisen out of Company or its Employees negligence.
2. Provided always that such loss or damage including loss of profit or consequential loss shall be limited to the order value of goods of £1,000 whichever shall be the lower.

Customer Furniture and Materials

The Company shall be under no liability under 'Limitation of Liability for Loss or Damage' in respect of loss or damage or contributed by defective inappropriate or unsuitable materials or furniture supplied to or deposited with the company either directly by the Company either directly by the Customer or at the Customer's request or order.

Collection, Delivery, Installation

We can give no exact time for collection/delivery/installation. It is a condition that when Customer's furniture is being collected, delivered or installation work at the customer's or its nominee's

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premises pursuant to the Company's services being provided hereunder.

behalf of this company to change details as stated on the estimate.

1. That there is suitable access to the Customers or its nominee's premises for the Company's vehicle and/or Employees or Agents and accordingly that the Customer shall remove and be responsible for removing all or any obstacles, furniture, brick-a-brac or other items which may so obstruct the Company's or its Employees or Agents access.
2. That the company reserves the right to make an additional charge for any collections from or deliveries to premises where access is difficult in the Company's opinion or above the second floor.

No liability can be accepted by the Company for all or any damage or loss arising out of any collection or delivery unless the Customer shall prove negligence by the Company or Agents in which case its limitation of liability as per clause 'Limitation of Liability for Loss or Damage' shall apply.

Inconvenience caused due to delays in completing your order but will make every effort to complete your order in the approximate stated time.

Only detail items on this estimate are included in the cost e.g. scatter cushions, pouffes, polishing, arm covers if not listed are not included.

No existing fabric removed will be returned. When using Customer's own fabric the greatest care is taken. However no responsibility can be accepted for damage or loss. Any changes or additional requirements must be confirmed in writing to our Head Office. Driver's, Agent's etc are not authorised to act on