

## Sue Foster Interiors Ltd: Terms and conditions of supply of goods and services

These terms and conditions apply to all goods you buy from us. We have written them in plain English to make sure that you fully understand your rights as one of our valued customers. Your order is subject to these terms and conditions, so it is important that you read them carefully. We do not seek in any way to limit your statutory rights as a consumer in any way in these terms and conditions, nor to limit our liability for any death or personal injury resulting from negligence on our part.

### 1. DEFINITIONS

We use the following defined terms throughout these terms and conditions to avoid repeating ourselves and to make them easier for you to read and understand:

- 'Goods' means the fabrics, curtains, blinds or other window furnishings / products supplied by us which are the subject of your order.
- 'Order' means an order made by you for the supply of goods and/or services.
- 'Price' means the price of the goods and/or services, plus any delivery charges.
- 'you', 'your' means the person ordering goods from us.
- 'we', 'us' 'our' 'ourselves' means Sue Foster Interiors limited

### 2. ORDERING

- 2.1 By ordering you sign the order form or confirm to us conclusively in some other way from a distance (eg. phone or e-mail) that you wish to proceed with your order we will provide you with a copy of your sales order by post.
- 2.2 Once we have accepted your order a binding contract for the supply of goods exists between us (a 'Contract').
- 2.3 Our respective cancellation rights are outlined at conditions 4 and 5.

### 3. PRICE AND PAYMENT

- 3.1 The price will be the price shown on the sales order and will include all taxes applicable.
- 3.2 A deposit equivalent to approximately 50% of the total order is taken at the time you place your order. The balance of the payment is due upon completion of your order. You may pay by cash, cheque, debit card or the following credit cards: Visa, Visa Electron, Delta, Mastercard and Maestro/Solo. We do not accept payment by American Express. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery. All card payments are processed for you by our credit card acquirers at a 1.5% fee, which is included in the cost of your purchase. The balance is paid to us. The total amount you pay is the same regardless of the payment method. Payments by cheque are not deemed to have been made until the cheque has cleared.

### 4. CANCELLATIONS BY YOU

- 4.1 By ordering any 'made to measure' items, you hereby agree to waive your rights to cancel the contract once we have commenced the production process. We require you to do this because the items we make specifically for you are unlikely to be re-sellable to others. It gives us the confidence to proceed with the production of your order without fear of it being cancelled after we have made the goods. 'Made to measure' goods include all blinds, curtains, upholstery, cushions, pelmets, bedcovers and valances unless they are advertised to the contrary.
- 4.2 Whilst you have waived certain rights as set out in condition 4.1, we do still want to be entirely reasonable with you. If you have changed your mind before your goods have been dispatched please contact us as soon as possible, as we may still be able to halt the production process and refund you what you have paid less whatever costs we have already incurred in processing and manufacturing your order, but we cannot guarantee it.
- 4.3 If you do wish to cancel a relevant contract under condition 4.2, you are entirely responsible for the cost of returning the items to us and you must ensure that they are kept in 'as new' condition. Please ask us if you have any questions regarding how the items should be packaged and returned. We will refund any balance payable to you as soon as reasonably possible after cancellation under condition 4.2, and in any event within 30 days of notice of cancellation.

### 5. CANCELLATION BY US

- 5.1 We reserve the right to cancel the contract or decline your order if:
  - The fabric or product required to manufacture and/or supply the goods is unavailable;
  - any of the goods were listed at an incorrect price due to a typographical error or an error in the pricing information made by us and/or received by us from our suppliers;
- 5.2 Before cancelling your order we will do our best to source and offer you suitable alternative goods, but you are not obliged to accept them.
- 5.3 If we do cancel your order we will notify you as soon as possible and will re-credit to you any payment you have already made to us relating to your order within 30 days of cancellation. Although we appreciate that you may be disappointed in such circumstances, we will not be able to offer you any compensation for disappointment you may suffer.

### 6. PRODUCT DESCRIPTIONS

- 6.1 Whilst every effort is made by us to ensure that Goods sold and delivered to you match in every respect any sample or description we may have shown or given or sent to you, minor or immaterial variation or change in colour or pattern between the sample or description and the goods delivered shall not entitle you to reject the goods nor to claim any compensation for such variation or change.

### 7. MEASUREMENT

- 7.1 We provide a free measuring service for all customers within 15 miles of Emsworth. We make every effort to ensure your measurements are accurate and complete. If there are any changes which may affect your measurements (e.g. new flooring, plastering, radiators or any other additions or changes to the room) then please inform us at the time of measuring, or as soon as possible after placing the order so we can adjust the final measurements if necessary. We are not liable for any inaccurate and/or incomplete measurements provided by you or as a result of changes to the window dimensions of which we have not been informed.
- 7.2 In the event of you providing your own measurements, it is very important that the measurements you provide us with are accurate. We are sure you will understand that we cannot accept the return of the goods if the measurements you have provided us are incorrect as we are unlikely to be able to resell them. If you would like guidance on how to take the required measurements accurately please contact us directly and we will be pleased to help you.

### 8. Delivery and returns

- 8.1 We aim to complete your MTM order within 6 weeks of receiving your fabric, and fabric or wallpaper only orders within 10 working days, subject to stock availability.
- 8.2 For mail order deliveries claims for non-delivery, shortages and damages must be made in writing within 14 days of our invoice date. Shortages and damages should be signed for as such, and Sue Foster Interiors notified immediately.
- 8.3 All Made to Measure and/or Made To Order products ordered from us are made to your specifications and requirements; therefore cannot be returned unless confirmed as defective by ourselves. For fabric only orders, please ensure the correct fabric and quantity has been received before cutting. No fabric or wallpaper will be accepted for return, for any reason, after it has been cut.

### 9. Defective Products

- 9.1 On delivery, it is your responsibility to check and immediately report to us any damage to the products before cutting. We will not accept liability for visible damage not reported to us within 30 days of delivery, or once the fabric or wallpaper has been cut. If you believe the products to be of an unsatisfactory quality, please contact us immediately. We will arrange for the product to be returned and inspected. On inspection, if the products are found to be defective, we will at our sole discretion attempt to restore the product or offer a replacement as soon as reasonably possible. Subsequently, if no fault is found, your product will be returned to you as soon as reasonably possible unless we are unable to for reasons beyond our control.

### 10. WARRANTY

- 10.1 In addition to any statutory rights you may have we warrant that all Goods sold to you will be free from defects in material and workmanship for a period of 12 months from delivery of the Goods to you and that they will correspond with their specification in the Order Form and approximately with the description given by us.
- 10.2 If the Goods are defective on delivery or a defect arises within the following 12 months, you can return them to us provided you have first contacted us giving details of the defects and we have agreed that the Goods should be returned to us. Provided that the Goods have not been modified or subject to misuse or negligence and if it appears to us that the Goods are defective we will promptly arrange:-
  - for the defective Goods to be collected from you or sent to us in order to repair the Goods and return the repaired Goods to you, free of charge; or
  - to collect the defective Goods from you or sent to us and simultaneously deliver replacement Goods of similar quality and specification, free of charge; or
  - if you so request, arrange for a full refund of the Price of the defective Goods by crediting your debit or credit card or sending you a cheque within 30 days of receipt of the defective Goods.
- 10.3 If the Goods are not defective, or are returned to us after the period of 12 months from delivery of the Goods, or they have been modified, misused or the subject of negligence, you will be responsible for the payment of our charges on a time and materials basis in respect of any repairs and return of the Goods which we agree to carry out at your request. We shall be entitled to debit such charge on the debit or credit card which you used to order the Goods or raise an appropriate invoice payable immediately on presentation provided we notify you of the amount of such charges before carrying out the repair.

### 11. Data Protection and Privacy

- 11.1 To deal with your order, we have to process and store your data, and provide your data to third parties who are directly involved with your order, e.g. our carriers. By placing an order with us, you agree to your data being processed by us and our agents. We use all reasonable endeavours to keep details of your order and payment secure. Unless we are negligent, we cannot be held liable for any losses suffered as a result of any unauthorised access to any information provided by you beyond our reasonable control.
- 11.2 The personal data you submit may be used by us to monitor and improve our service to you, and for marketing purposes. We may send you brochures, leaflets and catalogues displaying our products and services, and may telephone you in order to tell you of promotional offers, to discuss account details or for market research. If you do not wish to receive information about our products and services, please write to us at Sue Foster Interiors Ltd, 14 Queen Street, Emsworth, Hampshire, PO10 7YA. We respect the privacy of your personal data, and will comply with all relevant and current data protection legislation. We will not disclose your personal data to anyone, unless required to do so by a court of competent jurisdiction.

### 12. GENERAL TERMS

- 12.1 These terms and conditions make up the whole agreement between you and us in relation to a Contract.
- 12.2 If a court decides that a condition is not valid, the rest of the conditions will still apply.
- 12.3 Failure or delay by us 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.
- 12.4 We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract, or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control.
- 12.5 This contract is subject to English law and the exclusive jurisdiction of the English courts.