

Conditions and Terms of Trading for our Bespoke Kitchens and Furniture

GENERAL

All tenders and quotations are submitted and all orders accepted solely upon the subject to the following terms and conditions to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by the Company in writing. Acceptance of delivery shall be conclusive evidence of acceptance of these terms and conditions. Any provision or condition in the buyers order form or elsewhere which conflicts with or in anyway qualifies or negates any of these terms and conditions shall have no effect and these terms and conditions shall prevail. No variations to these terms and conditions shall be binding unless in writing signed by an authorized representative of Broomley Furniture Ltd. The Customer should not rely on any other documents or on any oral representations.

QUOTATIONS

Any quotation, estimate or price given by the company is given in good faith but constitutes only an invitation to the customer to make an offer and any order of the customer placed with company pursuant of a quotation, price or estimate given by the company is not binding on the company until such time as the order is accepted by the Company

ORDERING INFORMATION

The product reference contained on Seller's Order Acknowledgement shall be the final expression of the order.

ORDER CONFIRMATION

An order is not binding on Seller until Purchaser has received Seller's Order Confirmation or Acknowledgement, which may be by electronic means.

V.A.T.

Unless otherwise stated all prices exclude VAT, Your invoice will show the VAT element at the current rate. Broomley Furniture reserve the right to revise any agreed prices to take account of changes in rates of value added tax and any new taxes or impositions by the United Kingdom government which take effect after the date of contract.

CARRIAGE

An estimated carriage costs will be included within our quotation. Broomley Furniture reserve the right to revise these charges to take account of actual delivery costs at the time of delivery

DELIVERY

Delivery dates are given in good faith and are adhered to as closely as possible but as all products are made to order no responsibility is accepted for any unforeseen delays subsequently arising or for any consequential loss or damage caused to the customer or third parties as a result of any delays for whatever reason. Time should not be of the essence in relation to the times and dates of delivery and the Customer should accept reasonable variations of such dates and times.

The Company does not undertake to deliver or collect any load over roads or ground which it considers unsuitable and accepts no responsibility for damage to roads, driveways or paved areas, save where such damage is occasioned by proved negligence of a Company servant.

Where delivery is refused by the Customer or is delayed at the request of the Customer or where the Company is unable to deliver the Goods due to circumstances beyond it's reasonable control, the Company on giving notification of readiness to deliver shall be entitled to treat the contract as fulfilled and shall place the goods into store. Delivery will be deemed to have taken place for invoicing payment and the passing of risk. The Company at the Customer's request shall and in any event may arrange insurance covering the major perils endorsing his own interest. The cost of storage and insurance of the goods shall be for the Customer's account. The costs of abortive delivery will be charged to the Customer.

CLAIMS

Risk of loss passes to the Purchaser at time of shipment. Purchaser shall inspect all Products upon receipt for visible damage to the Product as well as the packaging. Damage to the packaging alone does not constitute damage to the Product and will not be considered valid for claim purposes.

White glove deliveries: Purchaser must note any damages on the delivery receipt upon delivery. Seller will repair or replace Product damaged in shipment only if the Purchaser notes the damage on the delivery receipt upon delivery.

Curbside Deliveries organised by Broomley Furniture: Purchaser must note any damages on the delivery receipt upon delivery and notify Broomley Furniture

Any damages must be reported to Customer Service within 24 hours of receipt. Seller will repair or replace Product damaged in shipment only if the Purchaser has notified Seller of the damage within 24 hours of receipt. Seller will be responsible to file any claims with delivering carrier. All Product and packaging must be retained for inspection.

TRANSIT DAMAGE & SHORTAGES

These must be reported to the Company within 24 hours of receipt of the goods and confirmed in writing by the Customer.

PAYMENT

Our terms of payment are 40% of total cost with order, the balance payable prior to delivery. In the case where Broomley Furniture is performing a fitted furniture installation the Customer may retain the final 10% until the work is satisfactorily completed. These monies fall due 3 days after the completion document is signed any defects must be notified to the company within this time and confirmed in writing. If payment is made by cheque the Company requires the cheque to be cleared before the goods can be released. If any monies are overdue by 30 days Broomley Furniture reserve the right to charge interest of 4% above the base rate of Lloyds Bank plc from the due date until payment including interest is received. The Customer will not be entitled to withhold or set-off payment of any amount due to Broomley Furniture in respect of any order or contract other than the specific contract in respect of which a claim by the Customer arises.

TITLE OF GOODS

Ownership of the goods shall not transfer to the Customer until the Company has received full payment.

The risk to the goods of loss or damage passes to the Customer on delivery irrespective of whether title to the goods has passed or not. Goods collected from the Company's premises shall be deemed to have been delivered when they have been loaded on to the Buyer's vehicle or otherwise in the Buyer's possession

CANCELLATION

We do not hold stock. All sales are final and cannot be returned. There is a cancellation period of 7 days for all orders, measured from day of order. During this period, orders can be cancelled upon receipt of a written cancellation notice; we will charge you a 5% administrative fee.

Should the customer not wish to accept delivery of bespoke commissioned furniture manufactured for them, we cannot offer a refund. These are considered as special orders, all sales are final and may not be changed or cancelled at any time.

CANCELLATION OF ORDERS BY SELLER

Seller reserves the right to cancel any order at any time for whatever reason, in which case all funds paid by Purchaser will be returned.

HELD ORDERS/STORAGE

If Purchaser requests that an order be held or delayed, prices and terms and conditions in effect at time of order shall apply. Arrangements for holding/storage will be made directly between the Purchaser and the Seller. Any costs associated with the storage including demurrage, preparation for storage, storage charges and handling shall be billable by the carrier and payable by the Purchaser.

GUARANTEE

Broomley Furniture guarantees the products it manufactures are free of defects in workmanship and materials. If any defect covered by the guarantee appears to a product during the applicable guarantee period from the date of shipment, Broomley Furniture shall, upon prompt notice, repair or replace, at its option and costs, the affected part or parts.

2 Years: Broomley Furniture kitchens, tables, cabinets, beds and bedroom cabinets.

1 Year: Broomley Furniture chairs, sofas or other items covered with upholstery, and accessories.

The liability of the Company is limited to the replacement of products supplied by the Company and does not extend to any consequential loss, damage, or expense suffered by the Customer or third party. Repairs or replacements outwith the guarantee period will always be considered sympathetically and an economic solution offered where possible.

This guarantee does not apply to: Damage caused by a carrier other than Broomley Furniture appointed, or those hired by us, furniture used in a commercial environment, normal wear and tear or acts or omissions of parties other than Broomley Furniture including user modification, dramatic temperature and humidity variations or exposure to unusual conditions.

Textiles, upholstery and timber supplied by Broomley Furniture: Natural variations occurring in wood, fabric, and leather shall not be considered defects, and Broomley Furniture does not guarantee the colourfastness or matching of the colours, grains, textures or surface hardness of such materials.

LIMITATIONS OF LIABILITY

The Seller, its contractors and subcontractors or suppliers of any tier shall not be liable to Purchaser for any special, indirect, incidental or consequential damages arising from Products or from a breach of this Agreement.

Except as specifically provided in these conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by the Company. Purchaser's remedies set forth herein are exclusive and the liability of Seller with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product(s) or part on which such liability is based.

To the extent that the laws of any jurisdiction do not permit limitations or exclusions of implied warranties, incidental damages and consequential damages, the above limitations may not apply. In such jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

CLAIMS

Any dispute and /or claim, which cannot be settled amicably, shall (except in the case of consumer sales) be referred to arbitration by a sole arbitrator appointed in accordance with the provisions of the Arbitration Acts 1950 to 1979

SPECIFICATION

In accordance with our aims of constant improvement we reserve the right to modify or amend without notice the specification of any of our products. There is a high proportion of handwork in our products, consequently there will be slight variations in items and this should be accepted within reason.

Any goods manufactured, treated or milled to the design quantity measurement or specification of the Customer or its experts are produced without warranty of any kind except their compliance with the design quantity measurement or specification. The Customer will unconditionally fully and effectively indemnify the Company in respect of any claim resulting there from including the infringement of patent, copyright, design, trademark or any other industrial or intellectual property rights resulting from the Company's use of the said design or specifications.

DELAY/FORCE MAJEURE

Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, trade dispute or other labour difficulty, act of God, act of any governmental authority or of the Purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labour, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations or due to any cause beyond its reasonable control.

If any such event occurs, Seller may extend delivery date by a period of time necessary to overcome the effect of such delay, allocate available Product or cancel any purchase order.

COMPLIANCE WITH LAW

PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS, ORDINANCES, REGULATIONS, RULES, AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE AND OPERATION OF THE PRODUCTS.

STATUTE

Nothing in these Terms and conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence

To the extent that any condition herein would by virtue of the Unfair Contract Terms Act 1977 be of no effect that condition shall not apply.

SEVERANCE

If any of these conditions or part of a condition is found to be invalid for any purpose it shall for that purpose be deemed to have been omitted without prejudice to the effectiveness of all other conditions or parts of conditions.

LAW APPLICABLE All contracts are deemed to be entered into in England and shall be governed and constructed in accordance with English law

Effective 2003 Broomley Furniture Ltd