

WOODBIDGE WORKSHOPS

TERMS AND CONDITIONS OF SALE

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply our furniture to you. No other terms put forward by you shall apply unless confirmed by us in writing.

1.2 Are you a business customer or a consumer? You will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual and you are buying from us for your personal use (not for use in connection with your trade, business, craft or profession).

1.3 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Jamie Ross trading as Woodbridge Workshops of Woodbridge Workshops Unit 1, Peaceful Lane, Sturminster Newton, Dorset DT10 2BD.

2.2 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 We will have an initial free meeting or telephone conversation to discuss your requirements. If you wish to proceed further, we will prepare sketches for you to look at. If you don't want to proceed further, you will be charged for work done in preparing the sketches at our then applicable hourly rate (£50 per hour in February 2021) and must pay within 14 days from the date of our invoice. If you do wish to proceed we will prepare a final design and final costings ('our quotation'). You will have 14 days from the date of our quotation to confirm your acceptance in writing.

4. Rights in designs and our furniture finish

4.1 Using your design. If furniture is to be made in accordance with a design supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses we may suffer or incur in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of such design.

4.2 Rights in our work. All rights in all sketches, plans and designs supplied by us shall remain our property. You may not use or copy them or give them to others to use.

4.3 Uniqueness. Each piece of furniture is hand crafted and made from natural materials and it will reflect that heritage.

4.4 Painted and lacquered finishes. Painted and lacquered items are inspected for defects by holding at arm's length under bright interior lighting. This is an industry standard method for checking painted and lacquered timber and timber derived materials. The reason the components are checked at arm's length and not scrutinised close-up is that the nature of this type of product means that sometimes very small particles may be present in the lacquered surface. These tiny inclusions are normal and will not impinge on the overall look of the furniture or its durability.

5. Providing the furniture

5.1 Delivery costs. Our quotation will confirm delivery location and any charge for delivery and whether installation is included.

- 5.2 When we will provide the furniture.** We will let you know when we will aim to deliver Delivery dates are estimates only and not binding. We will contact you to arrange delivery. You must be there to accept delivery and if not you will need to collect or pay for redelivery.
- 5.3 We are not responsible for delays outside our control.** If manufacture or delivery is delayed by an event outside our control then we will contact you as soon as practicable to let you know. We will not be liable for delays caused by the event, but if there is a risk of substantial delay and you are a consumer you may contact us to end the contract and receive a refund for furniture which you have paid for but not received.
- 5.4 Installation.** If we are to install you will ensure that the premises are in a suitable and safe condition to allow us to install and if not you will be charged at our standard rates for our wasted time and costs and the cost of returning to install.
- 5.5 When you become responsible.** Furniture will be at your risk from the time we deliver, including delivery for installation, or you collect it from us.
- 5.6 When you own the furniture.** You will only own furniture when we have received payment in full and you may not sell it before then. If you fail to make payment when due you will allow us to enter the premises to remove it.
- 6. No right to end the contract**
- 6.1 Consumers sometimes have the right to cancel a contract within a certain period of time but because each piece of furniture is unique and being made to your specification you do not have a right to cancel the contract.
- 7. Price and payment**
- 7.1 Price.** The price for the furniture and installation (if applicable) and delivery will be as set out in our quotation.
- 7.2 When you must pay.** You must pay a deposit on accepting our quotation, the amount of which will be set out in our quotation, and the balance must be paid at the time or times set out in our quotation.
- 7.3 Failure to pay.** If you fail to pay any sum when due we can charge interest at the rate of 8% per cent per annum above the base rate of the Bank of England from time to time, such interest to accrue daily and/or we can suspend all further performance of the contract and/or demand payment in full in advance before recommencing work or making delivery.
- 7.4 Insolvency.** If you become insolvent or enter into any form of insolvency process you must inform us immediately and we can require payment in full in advance,
- 8. Our responsibility for loss or damage suffered by you if you are a consumer**
- 8.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill[, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the furniture including the right to receive it as described and matching information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective goods under the Consumer Protection Act 1987.
- 8.3 We are not liable for business losses.** If you are a consumer we only supply the furniture for domestic and private use. If you use it for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 9.
- 9. Our responsibility for loss or damage suffered by you if you are a business**
- 9.1 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 9.2 Except to the extent expressly required by law all statutory terms and conditions, express or implied, are excluded.
- 9.3 Subject to clause 9.1 and 9.4 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, sales, business, or revenue, business interruption, loss of anticipated savings, loss of

business opportunity, goodwill or reputation or any indirect or consequential loss or damage arising under or in connection with any contract between us, and our total liability to you for all other losses arising under or in connection with such contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you under such contract.

9.4 Our liability for property damage shall not exceed the amount we are insured for.

10. Your personal information

10.1 How we will use your personal information. We will only use your personal information to perform our contract with you and only share it with suppliers and sub-contractors to enable us to perform the contract.

11. Other important terms

11.1 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.2 No transfer. You may not transfer your rights under any contract with us

11.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

11.4 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

11.5 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

