

# T&V Rhodes Limited t/a Vanessa Rhodes Interiors – Terms and Conditions 7<sup>th</sup> March 2017

## 1 DEFINITIONS

1.1 The defined terms set out below are used in these terms and conditions and they have the following meanings:

"Event Outside Our Control": is defined in clause 11.2;

"Goods": the goods that we are selling to you as set out in the Order;

"Order": your order for the Goods and/or Services as set out either in the Project Brief or invoice which we have sent to you;

"Services": the services that we are providing to you as set out in the Order;

"Project Brief": scope of the interior design work established at the initial consultation;

"Terms": the terms and conditions set out in this document; and

"We/Our/Us": T&V Rhodes Limited t/a Vanessa Rhodes Interiors, a company registered in England and Wales with company number 07838532 whose trading address is at Jordans, Leeds Road, Collingham, West Yorkshire, LS22 5AA.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

## 2 OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which we supply Goods and/or Services to you. They apply to all the work we carry out for you.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before confirming your agreement. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.

2.3 When you confirm your Order to us, this does not mean we have accepted your order for Goods and/or Services. Our acceptance of the Order will take place when we confirm it with you or commence the supply of goods and/or services. If we are unable to supply you with the Goods and/or Services, we will inform you of this in writing and we will not process the Order.

2.4 The images of the Goods on our website and in our supplier's catalogues or brochures which we may show you are for illustrative purposes only. We cannot guarantee that the pictures accurately reflect the colour or finish of the Goods. Your Goods may vary slightly from those images and we will make every effort to discuss any differences with you prior to ordering the Goods. Because many of our Goods are bespoke, all sizes, weights, capacities, dimensions and measurements indicated on our website or in catalogues or brochures may vary from the actual Goods.

## 3 CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in order to comply with changes in relevant laws and regulatory requirements.

3.2 If we have to revise these Terms under clause 3.1, we will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 12.4.3 in relation to any Goods or Services ordered after we give you notice.

3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12. In the case of made-to-measure Goods, unfortunately, because we make these Goods to your specific requirements, you will not be able to cancel an Order once it is commenced. In the case of Interior Design Services payment may still be required upon cancellation as set out in clause 12.

## 4 MADE-TO-MEASURE GOODS

We may make the Goods according to the measurements you provide us. If we do so, please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure Goods if the reason for the return is because you provided us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

## 5 DELIVERY OF GOODS

5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods.

5.2 We will contact you with an estimated delivery date. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 11 for our responsibilities when this happens.

5.3 If you have asked to collect the Goods from our premises, you can collect the Goods from us at any time during our working hours of 9am to 5.30pm on weekdays.

5.4 Delivery of an Order shall be completed when we deliver the Goods to the address you gave us or you collect them from us.

5.5 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we may deliver the Order in instalments. We will not charge you extra delivery costs for this unless we have discussed this with you first. Each instalment shall constitute a separate contract governed by these Terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.6 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from us.

5.7 You only own the Goods once we have received payment in full.

## 6 THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

6.1 The Goods may come with a manufacturer's guarantee. We will notify you of any such guarantee when the Goods are delivered, and provide any relevant paperwork with the Goods.

6.2 In the event that you wish to rely on a manufacturer's guarantee, we will use our reasonable endeavours to help you rectify any problems, but ultimately the manufacturer is responsible for dealing with any issues in respect of the Goods.

6.3 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 7 PROVIDING SERVICES

7.1 We will supply the Services to you from the date that you confirm your Order with us.

7.2 We will make every effort to carry out the Services within the agreed timescales. However, there may be delays due to an Event Outside Our Control. See clause 11 for our responsibilities when an Event Outside Our Control happens.

7.3 If you do not pay us for the Services when you are supposed to as set out in clause 9. We may suspend the Services with immediate effect until you have paid us the outstanding amounts (except where you dispute an invoice under clause 9.8). We will contact you to tell you this. This does not affect our right to charge you interest under clause 9.7.

## 8 IF THERE IS A PROBLEM WITH THE SERVICES

8.1 In the unlikely event that you are not satisfied with the standard of the Services:

8.1.1 please contact us and tell us as soon as reasonably possible;

8.1.2 please give us a reasonable opportunity to remedy any issues; and you will not have to pay for us to remedy any issues with the Services under this clause 8.1.

8.2 Due to the subjective nature of Interior Design we cannot guarantee that all our Clients will always be totally satisfied with our recommendations. In these circumstances, we will provide one revision to our initial design proposal as part of our initial service fee. Our Service is deemed completed upon presentation of the revised interior design proposal for the Project Brief.

8.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 9 PRICE AND PAYMENT

9.1 The price of the Goods and/or the Services will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you, although if we agree to amended specifications this may affect the overall price.

9.2 If the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.

9.3 You must make payment for any Goods and/or Services on receipt of an invoice from us, via electronic bank transfer using the account details set out on our invoice or by cheque. Invoices are payable immediately on receipt by you.

9.4 A 50% deposit will be required for Goods on placing the Order. On notification that goods are due for delivery to us, regardless of whether they are required on site, final settlement of the balance due and owing is required within 7 days of the date of notification of the same.

9.5 Full payment will be required for Interior Design Service Fees on placing the order for scale drawings, concept boards and fabric boards for the proposed scheme.

9.6 We reserve the right to charge you expenses which are reasonably incurred in connection with supply of the Services, including but not limited to travel expenses and site visits.

9.7 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

9.8 However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 9.7 will not apply for the period of the dispute.

## 110 OUR LIABILITY TO YOU

10.1 If we are installing the Goods and/or providing Services in your property, we will make good any damage to your property caused by us in the course of installation or performance unless pre-agreed and necessary as part of the installation. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.

10.2 We usually only supply the Goods and/or Services for domestic and private use. If you require them for any commercial use please advise us clearly. We accept no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or normal wear and tear.

10.3 Save as set out above and subject to clause 10.4, the limit of our liability to you for all and any breaches of our agreement with you shall be limited to the amount you have actually paid us for Goods and Services in the preceding 12 months.

10.4 We do not exclude or limit in any way our liability for:

10.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

10.4.2 fraud or fraudulent misrepresentation;

10.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

10.4.4 breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and

10.4.5 defective products under the Consumer Protection Act 1987.

## 11 EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control.

11.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or non-performance by suppliers or sub-contractors.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

11.3.1 we will contact you as soon as reasonably possible to notify you; and

11.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods and/or Services (subject to Goods which have been ordered not being cancelled- see your cancellation rights under clause 12). We will only cancel the contract if the Event Outside Our Control continues for longer than 12 weeks in accordance with our cancellation rights in clause 13.

## 12 YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

12.1 Until such time as we confirm an Order to our suppliers and/or pass over a deposit to them, you may cancel an Order for Goods by notice to us. We will confirm your cancellation in writing to you.

12.1.1 Unfortunately it is too late to cancel an Order for Goods if we have already ordered the Goods from our suppliers or despatched your Goods to you.

12.2 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once initiated (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).

12.3 If you cancel an Order for Services and we have already started work on your Order by that time, you will pay us any costs we reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you. We will tell you what these costs are when you contact us: the costs will include £65 + VAT per hour for time spent consulting with you, sourcing materials, designing and presenting in accordance with the Project Brief. However, where you have cancelled an Order because of our failure to comply with these Terms (except where we have been affected by an Event Outside Our Control), you do not have to make any payment to us.

12.4 Once we have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving us written notice if:

12.4.1 We break this contract in any material way and we do not correct or fix the situation within 14 days of you asking us to in writing;

12.4.2 We go into liquidation or a receiver or an administrator is appointed over our assets;

12.4.3 We change these Terms under clause 3.1 to your material disadvantage;

12.4.4 We are affected by an Event Outside Our Control.

## 13 OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

13.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which we cannot provide the Services. We will promptly contact you if this happens.

13.2 If we have to cancel an Order under clause 13.1 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, we will refund these amounts to you.

13.3 Where we have already started work on your Order for Services or made-to-measure Goods by the time we have to cancel under clause 13.1 we will not charge you anything and you will not have to make any payment to us in relation to that element of the Order.

13.4 Once we have begun to provide the Services to you, we may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.

13.5 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

13.5.1 you do not pay us when you are supposed to as set out in clause 9.4. This does not affect our right to charge you interest under clause 9.6; or

13.5.2 you break the contract in any other material way and you do not correct or fix the situation within 14 days of us asking you to in writing.

## 14 INFORMATION ABOUT US AND HOW TO CONTACT US

14.1 If you have any questions or if you have any complaints, please contact us by telephoning 01937 572 570 or by e-mailing us at mail@vanessarhodesinteriors.com.

14.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail, by hand, or by pre-paid post to the address on our invoice or the e-mail address set out in clause 14.1. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.

## 15 HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 We will use the personal information you provide to us to:

15.1.1 provide the Goods and/or Services;

15.1.2 process your payment for such Goods and/or Services; and

15.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

15.2 We will not give your personal data to any third party.

## 16 INTELLECTUAL PROPERTY AND RIGHT TO PHOTOGRAPH

16.1 Intellectual property for the Interior Design Scheme including any bespoke commissions remains with us.

16.2 Upon completion of the Order we may wish to take photographs of the finished Design Scheme in your property for marketing purposes. We will not disclose any client identities or property location unless we have your permission to do so.

## 17 OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 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.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.