

## **Terms & Conditions for Sale of Goods and Services.**

### **Payment Terms.**

All prices are in UK Sterling.

If ordering wallpaper only, it is to be paid for in full at point of order.

All made to measure orders and re-upholstery work is subject to a 50% deposit on confirmation of the order which then cannot be changed.

We only accept bank transfers or cheques for payment.

The balance of payment is due on the day of delivery or installation. Cheques can be given to the delivery person / fitter or bank transfers must be made once the delivery/installation is completed.

If deliveries/installations are staggered on different dates and over 50% of the value has been delivered/installed then payments on account must be made to pay for the items received.

A 50% deposit will always be held on items that are not yet delivered.

If the customer requests Mill House Designs to deliver or install beyond their standard lead time of 4 – 6 weeks, then payment in full will be required. Storage of customer's goods may not always be possible as space in our workroom is limited. In this event the customer must pay in full and take delivery of the goods. Mill House Designs will then carry out the installation when requested to do so.

### **Title**

Title to the goods will remain with Mill House Designs until full payment of the goods is received.

Any measurements taken, and plans created, remain the intellectual property of Mill House Designs.

Mill House Designs are committed to protecting customers' privacy and comply with the Data Protection laws applicable to business in the UK, please see our privacy policy.

### **Delivery Dates**

Anticipated delivery dates are quoted in good faith, based on information received from our suppliers. Our standard lead times on custom made goods are approx. 4 – 6 weeks, but Mill House Designs cannot be held responsible if these dates are not upheld.

Delayed deliveries are beyond our control and we cannot offer any financial compensation. However, Mill House Designs will endeavour to keep their customer informed of the status of the order.

### **Deliveries/Installation**

The customer must be present on the day of delivery/installation. Although every effort is made to deliver at the given time of day, an hour either side of the given delivery time must be allowed.

In the event that the order cannot be completed, due to an error on Mill House Designs part, this does not automatically entitle the customer to financial compensation. We will strive hard to overcome the problem or fault as soon as it is possible so that the order can be completed satisfactorily.

If we are unable to deliver/install at the agreed time due to the customer not being present at the address or access denied through no fault of Mill House Designs, then a minimum charge of 50% of the fitting cost will be incurred.

### **Cancellation**

Once a deposit has been taken, goods will be ordered specifically for that client's order and cannot be cancelled.

### **Made to measure curtains, blinds and all other soft furnishings**

As these items are specifically made to your requirements they cannot be returned unless proven to be faulty.

We include measuring in our costs. We will measure twice, once for estimating purposes and again, if necessary, once fittings are in place, carpets down, tiling in place, etc, anything that may interfere with our final measurements.

If we take customers own measurements we are therefore not responsible for any errors in these measurements.

### **Underestimation or Missing items**

In the event that we have underestimated on quantity of fabric or items have been missed off a delivery, the additional fabrics or items will be chargeable if they were not on the accepted quotation.

### **Poles, tracks and tiebacks & wallpaper**

These are ordered in specifically so are non-returnable.

### **Fabrics**

Fabrics such as silks and linens often have natural characteristics.

Mill House Designs cannot accept complaints or offer refunds for such natural occurrences.

With both printed and woven fabrics every effort is made to avoid irregularities, occasionally they may occur. Fabric is not completely stable, and it cannot be taken for granted that, whether printed or woven, the pattern will be completely 'square'

on the cloth. Fabrics are not guaranteed against colour fading. Unless otherwise stated in the product description we advise that all fabrics are dry cleaned.

### **Shrinkage / Fabric appearance**

Most fabrics tend to shrink when laundered, cleaned or to a lesser extent whilst in use, in certain atmospheric conditions. Atmospheric conditions may vary in different weather and seasons. We cannot control these conditions and therefore cannot accept responsibility for movement or the general appearance in curtains or blinds when hung. Heavier fabrics may react to changing humidity; and the control of humidity in a room remains the customer's responsibility.

### **Making up**

Please note that for curtains we pattern match from the bottom up and for blinds from the top down, if you require anything different from this please let us know.

### **Carriage Charges**

Carriage will be charged on individual fabric and wallpaper orders at a standard rate of £13.00 including VAT.

We sell fabrics at the recommended retail rate.

We are prepared to make up with customers own fabrics, but we reserve the right to charge an additional 20% to our standard make up costs.

### **Borrowing Books / Sample requests**

By borrowing design books and/or ordering samples from us, we consider you to be a customer. By supplying us with your personal details (name, address, telephone number, email address etc) we will use this to provide you with goods or services. Service by means of borrowing books and goods by way of sample requests. We will pass on your details to our suppliers (in the provision of supplying samples directly to you). Their use of your data is clearly outlined on their individual websites.

We will retain your details for our own limited marketing activity and on anything we send you the process for you to withdraw consent from any future communication will be very clear.

### **Contract Law**

This contract is and shall be deemed to be made in England and shall be governed by English Law.

### **Terms and Conditions**

Mill House Designs reserve the right to amend these terms and conditions at any time without notice.

### **Statutory Rights**

These terms and conditions do not affect your statutory rights.

**By placing an order with Mill House Designs you are accepting all of the terms and conditions above.**