

## Terms & Conditions

All contracts and orders are governed by these terms and conditions of sale. No other terms or conditions shall apply, even though referred to or contained in any order, acceptance or other document submitted by you unless those terms are expressly agreed to in writing by us and signed by a Director. No Contract shall come into existence until your order (however given) is accepted by the earliest of: our written acceptance; delivery of the goods; and our invoice.

## Leadtimes

All Leadtimes given at the time of quote are best estimates. More precise leadtimes can only be given once an order has been loaded and confirmed. Whilst we always make our best endeavors to achieve projected times, delays by the client of payment of deposit, provision of Design Information, and supply of fabric will result in the rescheduling of jobs to a later date. Unless otherwise indicated jobs will take a minimum of four weeks from receipt of final information, fabric or payment from client, whichever is the later.

## Fire Retardancy

All materials used in the construction of our furniture are in accordance with The Furniture and Furnishings Regulations 1988. All fabrics to be used must also meet the Fire Retardancy regulations.

## Insurance

All materials supplied by you are held by Ben Whistler at your risk. You should be satisfied that you have sufficient insurance to cover the value of your supplied goods

## Acceptance of Order

Your order becomes binding as soon as we have accepted it, subject to your rights of cancellation.

The standard or bespoke furniture products you order will be made specifically to your order, in accordance with the instructions and specifications you have given us.

It is your responsibility to check all details and aspects of your order are correct - particularly when we send you your order acknowledgement; and that the goods are suitable for your requirements, including measurements, dimensions, Product features, access and delivery. Unless otherwise explicitly agreed work will not proceed until a non-refundable deposit is paid to cover workshop labour, raw materials, as well as specification, design and scheduling work.

## Cancellation

Standard and bespoke furniture is made to your order and therefore 'personalised' as recognised by the Distance Selling Regulations. If you need to amend or cancel your order for standard or bespoke furniture, you have the right to do so at any time up to 48 hours after you have placed your order. If you amend your order in any way more than 48 hours after you placed it, we reserve the right to charge you any costs we have incurred in relation to your order in excess of the non-refundable deposit as detailed in "Acceptance of Order" above.

Standard and Bespoke furniture products cannot be returned after you have received them unless they are confirmed by Ben Whistler as defective or damaged in which case they will be repaired or replaced at our discretion.

If an order has been accepted you may not cancel it except with the agreement in writing from us. The terms of cancellation will include, but shall not be limited to a payment to indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

## Colour

Please note that due to the limitations of the photographic and printing processes, goods may not appear the same colour as shown in printed matter or shown on screen. Please request leg stain samples or Leather Swatches if you need accurate references for colour purposes. Due to the processes and naturally varying materials involved an exact colour match cannot be guaranteed.

## Liability

Because our furniture is made specially to your order it is not possible to return it if not suitable. If furniture arrives damaged or we have made mistakes with your order we will of course repair or replace it as soon as possible. Please check your furniture carefully and report any problems immediately on delivery as we will not be held liable for visible defects identified after receiving a signed acceptance of delivery. We cannot be held liable for conditions of use or storage within the customers' house after delivery which may affect the furniture in any way.

## Limitations

We will not pay for; fair wear and tear or damage caused by negligence and/or improper use (unless it is our suppliers' or our own negligence

or improper use); Damage that occurs as a result of repairs or alterations made without our approval; consequential loss or damage sustained by you, whether due to our negligence or in any other way attributable to the supply of the goods by us pursuant to the contract.

## Prices

Every effort is made to ensure that prices in the standard Ben Whistler Price List are correct at the time of publication including VAT. If an error has been made in our official price list, we may cancel the order subject to the terms indicated under "Cancellation".

For Bespoke Product we reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture)

If, subsequent to order, there is any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or there is a failure by you to give us adequate information or instructions then we reserve the right to increase the price of the goods and services, and will inform you before delivery.

## Retention of Title

The title of all goods supplied remains the property of Ben Whistler Ltd until paid for in full.

Ben Whistler Ltd or its agents are entitled to enter the buyer's premises to repossess the goods and you are required to give access;

You are obliged to store Ben Whistler's goods separately and identify them as belonging to us; and you shall allow Ben Whistler access to your premises to verify that the good have been stored correctly.

Ben Whistler reserves ownership of the goods supplied until the buyer has paid all monies owed to the seller, not just the money owed for those particular goods.

## Governing Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

## Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

If and when the period of such incapacity exceeds six months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

## Definitions in these Terms & Conditions

'Goods' means the goods on your order at the time of ordering. It includes any service that comes with any goods.

'Cancellation Period' means the period of eight days from the date of receipt of goods ordered by Distance Communication during which you are entitled to cancel your purchase order; however, please note that all our furniture whether Standard or Bespoke is made to order and therefore not returnable;

'Distance Selling' means purchases exclusively made via telephone, fax, mail order and/or the Ben Whistler Ltd website;

'Standard Furniture' means Furniture Products made to your order at our standard size and specification such as wardrobes, chests of drawers, bedside tables, tables etc;

'Bespoke Furniture' means Furniture Products altered in any way from our standard size and specification or made to measurements provided by you;

'Product or Products' means Ben Whistler Ltd good(s);

'we', 'us', 'our' means Ben Whistler Ltd the Company;

'you', 'your' means one of our customers.