

SUNFLOWER SOFT FURNISHINGS

TERMS AND CONDITIONS OF SALE

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:
"You/Your" means the person who purchases and/or receives the Services from Us;
"Us/We/Our" means Sunflower Soft Furnishings;
"Contract" means the contract between Us and You which shall be deemed to incorporate these Terms;
"Services" means the Services, including any goods and materials, detailed in the Order to be supplied by Us to You;
"Order" means the quotation and Terms provided by Sunflower Soft Furnishings and signed and returned by You describing the Services requested by you and accepted by Sunflower Soft Furnishings and detailing the estimated price to be paid and estimated timescales for delivery of the Services.

2. The Contract

The Contract shall be on these Terms, incorporating the terms on any individual Order You may receive, to the exclusion of all other terms and conditions. If any conflict shall arise between these Terms and the terms of the Order the terms of the Order shall prevail. This Contract shall commence when You place an Order and shall terminate upon delivery of the Services.

3. Risk in and Ownership of Goods

Risk in any goods that form part of the Services supplied shall pass to You on delivery. Ownership in such goods shall not pass to You until We have received in full in cleared funds all sums due to Us in respect of the Services and all other sums which are or may become due to Us from You on any account.

4. The Service

We will provide the curtaining and upholstery services as are more specifically defined and confirmed within your Order. All times and dates are estimates only and may vary as a result of, without limit, the availability of stock/materials.

5. Responsibilities

You are responsible for:

- Ensuring any measurements You provide to Us are accurate.
- Notifying Us of any special considerations that relate to your Order.
- Ensuring any materials to be supplied by You are of satisfactory quality and made available within the timeframes requested as may be required and advised from time to time.

We are responsible for:

- Ensuring the provision of labour and/or materials detailed in the Order.
- Delivering the service with all reasonable skill and care.

6. Warranty and Returns

All Orders must be checked within 7 days of delivery/fitting. If mistakes are found that are as a result of an error by Us we will make arrangements for the collection and replacement of the incorrect goods. Mistakes discovered after this time cannot be rectified.

We will warrant that the Services are of satisfactory quality for a period of 3 months from delivery of the Services.

We will not be liable for any claims under this Warranty where the goods are found to have been used and/or stored other than in accordance with our guidelines or as would be reasonable to expect goods of a similar nature to be used and/or stored, or where any faults are as a result of general wear and tear, or the failure or inadequacy of works carried out on the goods other than by Us. If you wish to make a claim under this warranty, please notify us immediately by phone or email quoting the Order reference number.

7. Price and Payment

The price for the Services will be set out in the Order and is exclusive of any taxes applicable at the time of invoicing. Payment for any materials requested as part of the Order and a non-refundable deposit of 40% of the remaining balance of the Order will be payable in advance and within 7 days of placement of the Order. The balance of the Order will be required upon completion unless otherwise stated in Order. Payment can be made by cash, cheque or direct bank transfer. Where payment is made by cheque the cheque should be made payable to Sunflower Soft Furnishings. Bank details for direct bank transfers can be made available on request. Once an Order has been received by Us the cancellation terms contained below apply.

8. Limitation of Liability

Neither party shall have any liability for any indirect or consequential losses or expenses, including but not limited to loss of or damage to anticipated profits, contracts, reputation, goodwill, labour costs or losses or expenses arising from 3rd party claims. Notwithstanding the above clause and save in the case of death or personal injury caused by the negligence of Ourselves, for which Our liability shall be unlimited, Our liability under this agreement shall be limited to the price paid by You for the Services.

9. Cancellation

If You have to cancel an Order You have placed the following terms apply:

- Any Services already commenced, whether partially or fully completed will be payable immediately, without limit, this includes time already spent during fittings.
- In relation to any materials included on your Order you will be entitled to a refund commensurate with that obtained by Us from the supplier less any applicable carriages/packaging/storage fees and minus a 20% charge to cover Our administrative costs.
- In relation to all other elements of the Services:
 - If you are able to give more than 14 days notice We will retain Your deposit and you will have no further liability to us.
 - If you give less than 14 days notice of Your cancellation You will be liable to Us to pay for the remaining balance of Your Order.
- All cancellation requests must be received and agreed in writing by Us.
- The date on which the letter, fax or email is received by Us will be deemed as the date the request has been made.

10. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

11. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

You may not vary this agreement unless it is specifically agreed in writing and acknowledged by Us. We may vary this Agreement by notifying You of the proposed variation, such variation will be deemed accepted if we do not receive a response from You within 15 days.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.