PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY - BY USING THE SERVICES OF HURSLEY WORKROOMS LTD YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

**Parties** – means Hursley Workrooms Ltd and the person placing the order.

**Customer** – means the person placing the order (interior designer or direct customer).

**Goods/piece** – items supplied and/or installed by Hursley Workrooms Ltd to complete the order.

1. **Contract**
	1. Hursley Workrooms Ltd will provide an estimate for the work requested and this estimate will form the basis of the written agreement between Hursley Workrooms Ltd and the customer along with a Statement of Work for each task. Any amendments or alterations to the original specifications discussed and agreed may have an effect on the estimate and the final invoice may therefore differ from the estimate.
	2. If the estimate is provided based on the materials requested or measurements and specifications provided by the customer (being the designer or the direct customer) then Hursley Workrooms Ltd accepts no liability for any incorrectly manufactured products and any alterations or amendments arising from such will incur an additional charge.
	3. The estimate will include an approximation of the time frame for completion of the order. Any timescale given is approximate and, whilst every effort will be made to comply with the customer’s time frame, Hursley Workrooms Ltd accepts no liability for losses or costs caused by a delay in supply. All orders are processed on a first come first served basis so delays during busy periods are unavoidable. Delays caused by late delivery from fabric suppliers or faulty fabrics are beyond the control of Hursley Workrooms Ltd.
	4. Any amendments or alterations to the original order must be made in writing, must be agreed by both parties and are subject to the deposit, order and completion clauses detailed in this document. Any amendments or alterations may be subject to additional charges and the customer accepts full responsibility for any additional costs incurred.
	5. The estimate is valid for a period of 30 days. The customer accepts that the costs on any orders placed after the original estimate has expired may be higher than the original estimate. The estimate is deemed accepted once the deposit has been paid (see clause 2.2 for deposit details).
	6. The agreement is made between Hursley Workrooms Ltd and the customer. Hursley Workrooms Ltd will accept no amendments or alterations to the order from anyone other than the customer unless written permission from the customer is obtained. If the agreement is with the interior designer then Hursley Workrooms Ltd expects all negotiation and discussion with the end customer to be done by the designer.
	7. Estimates will be provided free of charge by Hursley Workrooms Ltd but a charge will be applied for any home visits required by a direct customer (and is payable in advance of the visit). This charge will be offset against any order placed but is non-refundable if Hursley Workrooms Ltd are not engaged to provide the goods and service discussed.
	8. A home visit or full site survey requested by an interior designer will also be subject to an upfront charge, plus additional costs for mileage.
	9. Quotes for home visits will be provided in writing upon request.
	10. Hursley Workrooms Ltd will endeavour to supply high quality products (the goods) that will be used in accordance with the manufacturer’s instructions.
	11. Hursley Workrooms Ltd operates a minimum order value of 1 metre of fabric (although some fabrics may be subject to a minimum order of 2 metres depending on the manufacturer).
2. **Payment, collection and delivery**
	1. VAT is payable on all transactions. Estimates for private clients will be provided with VAT included. VAT for business to business transactions will be added separately to the estimate.
	2. All orders, whether placed in person or by telephone or email, for private clients and interior designers, are subject to a 50% up front deposit. Please see clause 2.7 for payment options. Goods will not be ordered until a deposit payment or payment in full for certain items has been received.
	3. Payment of this deposit constitutes confirmation of the order and full acceptance of these terms and conditions. Hursley Workrooms Ltd abides by the 14 day cooling off period as defined by the Consumer Credit Act 2015 so the customer may cancel the booked service without penalty during that time and receive a refund of the deposit paid, less the cost of any materials already purchased and a reasonable charge for Hursley Workrooms Ltd’s incurred costs and time. A breakdown of these charges can be provided if required.
	4. Some special order, costly or non-stock items are payable in full at point of order. Unless faulty, special order items cannot be returned for a refund. Refund for other items may be offered at the discretion of Hursley Workrooms Ltd and only if they are in their original packaging and condition. This does not affect your statutory rights.
	5. A further 25% of the total order value is payable at the point of manufacture with the balance payable prior to fitting. Hursley Workrooms Ltd reserves the right to invoice in full for goods ordered to meet a deadline if this deadline moves and the goods have been made.
	6. The customer may not remove completed pieces from Hursley Workrooms Ltd’s premises unless or until the full account balance is paid. No credit terms are offered.
	7. Payment can be made by bank transfer (HSBC, sort code 40 46 39, account number 32003678), cash or cheque. Cheques should be made payable to Hursley Workrooms Ltd and Hursley Workrooms Ltd reserve the right to clear a cheque payment before an order is processed or, once completed, collected. Payment will also be accepted by credit card, either in person or via the online card payment system. No card details will be retained by Hursley Workrooms Ltd.
	8. Delivery and installation, or collection, must be arranged within ten working days of the customer being advised of completion by Hursley Workrooms Ltd unless both parties have agreed an extended period in writing at point of order. Failure to do so may incur further charges to cover storage costs incurred by Hursley Workrooms Ltd.
	9. If a piece has not been collected or installed and paid for three months from the date of completion, unless both parties have agreed otherwise in writing, Hursley Workrooms Ltd may dispose of or re-sell the items in question. Any invoices raised for said ordered piece will still be due and payable to Hursley Workrooms Ltd.
	10. Hursley Workrooms Ltd will exercise their statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation for any unpaid accounts or storage costs.
	11. Unpaid debts may be passed to a third party for collection and any additional fees incurred will become the liability of the customer.
3. **Cancellation and complaints**
	1. Hursley Workrooms Ltd offer the highest standard of service and, in the unlikely event of there being any complaint at point of delivery and installation, will endeavour to resolve it as quickly and effectively as possible unless it relates to,
* Any complaint that arises as a direct result of Hursley Workrooms Ltd’s advice and recommendation being overruled by the customer at point of order or,
* Any complaint that arises as a direct result of a previously notified, agreed and signed disclaimer (clause numbers 4.3 and 4.17 refer).
	1. Hursley Workrooms Ltd offers no warranty on nor accepts any liability for any complaints received after the goods have been installed, with the exception of any defect as defined in clause 3.3, as the customer assumes full responsibility for the piece once it has been installed and the completion statement is signed. Any faults must be notified to Hursley Workrooms Ltd within 30 days of installation and the goods should be left in situ in order that Hursley Workrooms Ltd can assess the complaint and be given the opportunity to remedy it. Hursley Workrooms Ltd accepts no liability for correcting a fault where a third party has attempted to resolve an issue before Hursley Workrooms Ltd has been given the opportunity to examine the goods.
	2. Should a complaint arise due to defective goods, Hursley Workrooms Ltd may, and only after Hursley Workrooms Ltd has been provided with access to the installation to make an assessment, offer repair, replacement or credit note to the value of said defective goods and only if the goods have been subject to proper use by the customer.
	3. In the case of any complaint for defective goods, Hursley Workrooms Ltd will only be liable for the cost of repair or replacement of the faulty goods and for no more than the value of the original quote for work nor be liable for any loss of profit, earnings, contracts or consequential or economic losses of any kind.
	4. The risk of the goods passes to the customer after delivery or installation by Hursley Workrooms Ltd’s but the Title to the Goods will not pass to the customer until cleared funds have been received by Hursley Workrooms Ltd.
1. **Warranties and liabilities**
	1. Hursley Workrooms Ltd do not accept any liability for any errors caused by orders placed based on the customer’s own measurements.
	2. Hursley Workrooms Ltd will advise and offer their opinion on the most suitable fabric option for each order, based on their years of experience in working with fabrics, natural and man-made, taking into account location and atmospheric conditions but cannot guarantee the subsequent behaviour of these fabrics and cannot therefore accept any liability for any adverse reaction after installation.
	3. Furthermore, Hursley Workrooms Ltd will not accept any liability for any complaints, losses or damages incurred if the customer chooses to disregard the recommendations and advice given. In this case, Hursley Workrooms Ltd will proceed at the customer’s risk and instruction and may request that a disclaimer be signed.
	4. Hursley Workrooms Ltd also reserves the right to take photographs of any evident damage or unsuitable/unstable installation area prior to work commencing, will point out any identified flaws to the customer and will therefore accept no liability for any alleged damage after the order is installed or the inability of the fitter to complete the installation due to unrectified problems.
	5. Hursley Workrooms Ltd will endeavour to deliver the agreed service within the specified time frame but do not accept any liability for any delays that are beyond their control. In the case of any delay in completion due to unforeseen circumstances, Hursley Workrooms Ltd will contact the customer to advise and agree a revised delivery date.
	6. Hursley Workrooms Ltd offers and recommends their full fitting service. The customer is not obliged to use this service but no liability for any damage or problems with fitting will be accepted by Hursley Workrooms Ltd if a third party has installed the goods provided. The cost of installation will be included in the estimate but may be subject to change.
	7. Installation will take place during normal working hours and the customer warrants that the site is clear and ready for installation on the agreed date. If the site is not cleared and ready for installation at the agreed time, Hursley Workrooms Ltd reserves the right to charge for time lost by the fitter.
	8. The customer must make themselves available on the day of fitting for consultation and final sign-off for the project.
	9. In the event of breakage or damage to the property during installation, Hursley Workrooms Ltd will notify the client immediately and set out steps to remedy the situation. The client must notify Hursley Workrooms Ltd immediately of any alleged breakage or damage caused by our employees.
	10. Hursley Workrooms Ltd provide aftercare, display and cleaning advice for each piece and do not accept any liability for any damage incurred due to this advice not being adhered to. (In the case of goods being supplied to the interior designer, the designer is liable for passing these details to the end customer and Hursley Workrooms Ltd accepts no liability for any damage incurred as a result of the designer not doing so).
	11. Additionally, some fabrics are adversely affected by conditions such as heat or humidity and household environments such as underfloor heating and no liability for longer term changes in or damage to these fabrics will be accepted by Hursley Workrooms Ltd. All fabrics will be detrimentally affected by exposure to sunlight and Hursley Workrooms Ltd accepts no liability for fading or subsequent damage caused by such exposure.
	12. Hursley Workrooms Ltd make every effort to ensure that there are no differences in colour across batches of fabric but do not accept any liability for any differences that may arise that are out of their control.
	13. If a complaint arises out of faulty or poor workmanship on the part of Hursley Workrooms Ltd then Hursley Workrooms Ltd will replace or remake the item at their expense provided that they are given access to the installation in order to make their own assessment. Hursley Workrooms Ltd understands its obligations under the Consumer Rights Act and will consider engaging the services of an Alternative Dispute Resolution provider should any dispute not be resolved to the client’s or to Hursley Workrooms Ltd’s satisfaction.
	14. Hursley Workrooms Ltd source certain items from third party providers and will warrant to repair or replace any faulty items but do not accept liability for any faults or damage arising from the incorrect placement, installation, care or operation of these items by the customer or the customer’s installer.
	15. Some items provided by third parties are covered by a manufacturer’s warranty and full details of any such warranty and the terms of use will provided to the customer at the point of installation.
	16. For any items damaged by the customer after installation, Hursley Workroom’s Ltd offer a repair service that will be assessed and charged on a case by case basis.
	17. Hursley Workrooms Ltd will work with existing furnishings or fabrics if confirmation of dry cleaning can be provided but will not be liable for any problems with inconsistency of colour, quality or suitability of material, or end product installation. In this case, Hursley Workrooms Ltd will proceed at the customer’s risk and instruction and may request that a disclaimer be signed.
	18. Hursley Workrooms Ltd will not accept any liability for any failure to supply or deliver and piece in accordance with the written order due to force majeure. Force majeure includes but is not limited to fire, explosion, flood, lightning, Act of God, act of government, terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or any events or circumstances outside the reasonable control of Hursley Workrooms Ltd.
2. **Privacy statement**
	1. Hursley Workrooms Ltd will never sell or otherwise pass on customer contact details to any other company or third party, unless required to do so by law. Customer details may be retained to assist with an enquiry and will be used for correspondence regarding any current or ongoing orders. Hursley Workrooms Ltd is aware of and makes every effort to be compliant with the prevailing data protection laws and, to this end, a customer’s written permission will be sought (by way of an email sign up option) for Hursley Workrooms Ltd to continue to contact them with newsletters or updates after their order is completed. If they do not opt in to the mailing list, their personal details will only be kept for as long as is necessary to complete their order. If a customer offers a testimonial for the work completed, permission will be requested by Hursley Workrooms Ltd to use this testimonial for marketing purposes. Please refer to Hursley Workrooms Ltd’s privacy policy for full details.
	2. Hursley Workrooms Ltd and the customer agree that any confidential technical or commercial information that is acquired by either party during the discussion, negotiation and provision of any order shall not be disclosed to any third party.
3. **General**
	1. Nothing in these Conditions affect the liability of either party or for death or personal injury caused by negligence or for fraudulent misrepresentation.
	2. Hursley Workrooms Ltd will not be held liable for any for any failure in performing its obligations under this Agreement due to circumstances beyond its reasonable control.
	3. The parties agree to submit to the Jurisdiction of the English Courts.
	4. The prices and availability of goods and services contained within these terms and conditions are subject to change at any time without prior notice.