

BRIDGFORD FURNITURE LIMITED – TERMS AND CONDITIONS OF SALE

OUR TERMS

1. These Terms

1.1 **What these terms cover.** These are the terms and conditions (**Terms**) on which we sell handcrafted, bespoke and personalised desks (**Products**) to you through our website (**Site**).

1.2 **Why you should read them.** Please read these Terms carefully before you submit your order to us. These Terms will apply to any contract between us for the sale of Products to you (**Contract**). In addition, the Terms tell you who we are, how we provide the Products to you and other important information. If you refuse to accept these Terms, you will not be able to order any Products from our Site. If you think that there is a mistake in these Terms or require any changes, please contact us to discuss before submitting your order.

2. Information about us and how to contact us

2.1 **Who we are.** We are Bridgford Furniture Limited, a company registered in England and Wales. Our company registration number is 11367094 and our registered office is at Granville Hall, Granville Road, Leicester, United Kingdom LE1 7RU. Our registered VAT number is GB 298 118370.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 115 8557 885, by emailing us at enquiries@bridgfordfurniture.com or writing to us at Unit 8 Colliers Business Park, Fieldfare Road, Cotgrave, Nottinghamshire, NG12 3UL (**Customer Service Details**).

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

3. Our Contract with you

3.1 **Designing your product and placing an order.** Our Site will guide you through the process of designing your bespoke desk (i.e. the Product) including its measurements/dimensions, materials, colours and design details such as branding and finish (**Product Specification**). Once you have finalised the Product Specification you'll be able to place an order for the Product. Our order process allows you to check and amend the Product Specification and the order details before submitting your order to us. Please note that you are responsible for ensuring that the Product Specification (including measurements) is correct and meets your requirements.



- 3.2 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Product. This might be because the materials required to create your order are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or because we are unable to meet a delivery deadline you have specified.
- 3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
4. **Our Products**
- 4.1 You are responsible for ensuring that the Product Specification (including any applicable measurements and style personalisation) is correct. You will have the opportunity to review the Product Specification before submitting your order.
- 4.2 We will manufacture and supply the Product(s) in accordance with the relevant Product Specification in all material respects.
- 4.3 The images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Products are bespoke and custom made to your Product Specification, all sizes, weights, capacities, dimensions and measurements indicated on our Site have a 5% tolerance.
- 4.4 You acknowledge and agree that we do not sell by sample and any samples (including visual representations on our Site) provided to you are illustrations only and the Products cannot be guaranteed to match them. Furthermore, you agree and acknowledge that wood is a naturally occurring product and accordingly may show minor individual characteristics (including but not limited to variation in grain, knots and colour) and that we shall have no liability whatsoever to you in the event that a Product differs from any example and/or visual representation shown to you provided that such variation does not materially affect the overall look and quality of the Product.
- 4.5 You must comply with any reasonable instructions or guidance we provide in relation to the Products (including, without limitation, as contained in any user-guidance, safety guide and/or product-care guidance issued to you or otherwise applicable to the Product(s)).



5. Your rights to make changes

If you wish to make a change to the Product (including in relation to the Product Specification) you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

Minor changes to the products. We may change the Product: -

- (a) to reflect changes in relevant laws and regulatory requirements and standards; or
- (b) to implement minor technical adjustments and improvements to the Product(s) provided that these changes will not affect your use or the overall look of the Product(s).

7. Delivery of the Products

- 7.1 **International Delivery.** Please note that our Site is solely for the promotion of our Product(s) in the UK. You may however order Product(s) from outside the UK but this must be for delivery to an address within the UK (which may include a carrier nominated by you). If you would like any Product(s) to be shipped outside the UK then please contact us and we will be able to assist you in finding an international carrier to do this for you. Please note that where we assist you with finding an international carrier then we do so as your agent and not as principal (i.e. the contract for the international delivery will be between you and the relevant carrier). Please also note that we do not warrant that the Products are suitable for use outside the UK or EU and we will not be responsible for any import duties or taxes relating to your import of Products.
- 7.2 **Delivery costs.** The cost of delivery for the Product (if any) will be displayed on our Site during the check-out process, before you confirm your order.
- 7.3 **When we will provide the products.** All of our Products are bespoke and handcrafted which means they may take longer than 30 days to deliver. We will contact you with a delivery date for the Product(s) once we have accepted your order and while we'll always provide Product(s) as soon as we can, the delivery date for your Product may be longer than 30 days from the date of your order. Please note that we will not dispatch or deliver any Products until they have been paid for in full in accordance with clause 13.3.
- 7.4 **We are not responsible for delays outside our control.** If our supply of the Product(s) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you



may contact us to end the contract and receive a refund for any Product(s) you have paid or part paid for but not dispatched.

- 7.5 **Collection by you.** If you have asked to collect the Product(s) from our premises, you can collect them from us at any time during our working hours of 10:00 am to 4:00 pm on weekdays (excluding public holidays) once we have notified you that your Product(s) is ready.
- 7.6 **Failure to take delivery.** If no one is available at your address to take delivery of the Product(s), we will leave you a note informing you of how to rearrange delivery.
- 7.7 **If you do not re-arrange delivery.** If you or your nominated carrier do not collect the Products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.8 **When you become responsible for the Product(s).** A Product will be your responsibility (i.e. will be at your risk) from the time: -
- (a) we deliver the Product to the address you gave us (which may include the address of a carrier nominated by you) where we are to deliver the Product;
 - (b) you collect it from us where you are to collect the Product; or
 - (c) a carrier organised by you collects the Product from us.
- 7.9 **When you own products.** You own a Product once we have received payment in full for it.
- 7.10 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Product(s) to you. If so, this will have been stated in the description of the Products on our Site. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.1 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Products late or not supplying them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.11 **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of a Product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Product to reflect changes in relevant laws and regulatory requirements;
- or



- (c) make changes to the Product as requested by you or notified by us to you in accordance with clause 5 and 6.

7.12 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the Product.

7.13 If you do not pay us for the Products when you are supposed to in accordance with clause 13.3 and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Products. We will not suspend the Products where you dispute the unpaid invoice in accordance with clause 13.5. We will not charge you for the Products during the period for which they are suspended. As well as suspending the Products we can also charge you interest on your overdue payments in accordance with clause 13.4.

8. **No right to cancel (i.e. change your mind) under the Consumer Contracts Regulations 2013**

Please note that because the Products we supply are bespoke, personalised and made to your specification (i.e. the Product Specification) you have no right to cancel or change your mind under the Consumer Contracts Regulations 2013.

9. **Ending the Contract**

9.1 **If you want to end the contract because of something we have done or have told you we are going to do.** If you are ending the contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full any amounts you have paid to us for any Products which have not been provided. The reasons are:

- (a) we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the Product(s) may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the Products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or
- (d) you have a legal right to end the contract because of something we have done wrong.

9.2 **Ending the contract where we are not at fault bearing in mind you have no right to change your mind.** As mentioned in clause 8, you do not have the right to change your mind (i.e. cancel) the Contract because of the nature of the Products (i.e. they are bespoke, customised



and personalised to you). Even though you do not have the right to change your mind, you can still end the contract before it is completed if we are not at fault but you will have to pay us compensation. The Contract will be completed when the Product is delivered to the address you gave us (which may include the address of your nominated carrier) or you or your carrier collects the Product(s) from us. The Contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the Contract. Where the compensation amount exceeds any amount paid by you, we may charge you for any difference.

9.3 **How to end the contract with us.** To end the contract with us, please let us know by calling customer services on +44 (0) 115 8557 885 or emailing us at enquiries@bridgfordfurniture.com. Please provide your name, address, details of the order and, where available, your phone number and email address.

9.4 **Return of Product(s) after ending the contract because any Product(s) is faulty or misdescribed.** If you end the Contract because the Product(s) is faulty or misdescribed (i.e. after they have been dispatched to you), you must allow us to collect them from you from a UK address (such collection being at our cost). Please call customer services on +44 (0) 115 8557 885 or email us at enquiries@bridgfordfurniture.com to arrange collection. If you have shipped the Products outside the UK then you will be responsible for shipping the Products back to a UK address and such shipping back to the UK shall be at your cost.

9.5 **How we will refund you.** We will refund you the price you paid for the Product(s) including delivery costs, by the method you used for payment subject to any deductions for compensation we are entitled to make under these Terms.

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible and, if applicable, once we have collected the Products.

10. Our rights to end the Contract

10.1 **We may end the contract if you break it.** We may end the contract for a Product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products as required under clause 7.10; or
- (c) you do not, within a reasonable time, allow us to deliver the Products to you or collect them from us.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Products we



have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

11. If there is a problem with the Product(s)

11.1 We are under a legal duty to supply Products that are in conformity with this contract. Nothing in these Terms will affect your legal rights.

11.2 **How to tell us about problems.** If you have any questions or complaints about the Product, please contact us using the Customer Service Details referred to in clause 2.2.

12. Warranty for the Products

12.1 We warrant that on delivery of the Product(s) and for a period of 12 months thereafter (**Warranty Period**), the Product(s) will: -

- (a) conform in all material respects with their description and the Product Specification; and
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality and fit for purpose.

12.2 Subject to clause 12.3, if:

- (a) you let us know within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 12.1;
- (b) we are given a reasonable opportunity of examining such Product(s); and
- (c) you (if asked to do so by us) allow us (at our cost) to collect the Product(s),

we will, at our option, repair or replace the defective Product(s), or refund the price of the defective Product(s) in full.

12.3 The warranty at clause 12.1 does not apply to any defect in a Product where:

- (a) the defect arises because you failed to follow our oral or written instructions as to the storage, use and maintenance of the Product(s); or
- (b) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

12.4 The warranty set out in this clause 12 is in addition to, and does not affect, your legal rights in relation to any Product which is faulty or not as described.



13. Price and payment

13.1 **Where to find the price for the product.** The price of the Product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 13.2 for what happens if we discover an error in the price of the Product you order.

13.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

13.3 How and when you must pay.

Advance/part payment

You must part pay for the Product(s) using a debit card, credit card or Paypal account at the time you place your order. The order process on our Site will notify you of the required part payment amount and also enable you to make payment as part of your order submission.

Payment of balance

You must pay the balance of your order for Product(s) in full within 10 days of us notifying you that your Product(s) is ready for dispatch. Such balance payments must be made by direct bank transfer to such bank account we notify to you in writing and such payment must be in pound sterling.

13.4 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest will 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.

13.5 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. Our responsibility for loss or damage suffered by you

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a



foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We do not exclude or limit in any way our liability to you where it would be unlawful to do so, for example liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the Products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and; and for defective products under the Consumer Protection Act 1987.

14.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

We will only use your personal information as set out in our **Privacy Policy**.

16. Other important Terms

16.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within 7 days of us telling you about it and we will refund you any payments you have made in advance for Products not provided.

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

16.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 16.2. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

16.4 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.

16.5 If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Contract,



that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Products, we can still require you to make the payment at a later date.

- 16.6 Please note that these Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

