

## **TERMS AND CONDITIONS OF SALE**

**OF**

**www.upholsterysupplier.co.uk**

### **1 DEFINITIONS**

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Richard Wylie Ltd of Richard Wylie Ltd, 26 West Telferton, Edinburgh, EH7 6UL that owns and operates [www.upholsterysupplier.co.uk](http://www.upholsterysupplier.co.uk)
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means [www.upholsterysupplier.co.uk](http://www.upholsterysupplier.co.uk)

### **2 CONDITIONS**

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.5 Any complaints should be addressed to the Seller's address stated in clause 1.5.

### **3 ORDERING**

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 28 days.
- 3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in <http://www.upholsterysupplier.co.uk/how-to-order.html>

### **4 PRICE AND PAYMENT**

- 4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT. The price excludes delivery charges.

- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 In the case of Consumer sales, payment of the price plus VAT and delivery charges must be made in full before dispatch of the Goods.
- 4.5 In the case of other sales, payment of the price plus VAT and delivery charges shall be due within 30 days of the date of receipt of the invoice supplied by the Seller.
- 4.6 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 4% per annum above the base rate of the Bank of England from time to time in force.

## **5 RIGHTS OF SELLER**

- 5.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 5.2 The Seller reserves the right to withdraw any Goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

## **6 AGE OF CONSENT**

- 6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

## **7 DELIVERY**

- 7.1 Goods supplied within the UK will normally be delivered within 1-2 working days of acceptance of order.
- 7.2 Goods supplied outside the UK will normally be delivered within 7 working days of acceptance of order.
- 7.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 7.4 The Seller shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.
- 7.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 7.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.

7.7 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

## **8 CANCELLATION AND RETURN**

8.1 The Buyer may cancel the order for any reason up to the point of dispatch and any payments made by the Buyer shall be refunded in full within 28 days.

8.2 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller by email, phone or in writing within 7 days if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.

8.3 Where a claim of defect or damage is made, the Goods shall be returned by the Buyer to the Seller within 28 days of delivery. The Buyer shall be entitled to a replacement or a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.

8.4 Goods must be returned by the Buyer at the Buyer's expense within 28 days of cancellation in the original packaging and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges. If the Buyer fails to return the Goods following cancellation, the Seller shall be entitled to deduct the cost of recovering the Goods from the Buyer.

8.5 Goods to be returned must clearly show the order number obtained from the Seller on the package.

8.6 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

## **9 LIMITATION OF LIABILITY**

9.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

9.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

## **10 WAIVER**

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

## **11 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

## **12 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the

remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

**13 CHANGES TO TERMS AND CONDITIONS**

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

**14 GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the courts.