



## TERMS AND CONDITIONS

### Furniture Centre Limited

#### Application and entire agreement

1. These Terms and Conditions will apply to the purchase of the Goods (**Goods**) detailed in our quotation by the Customer (**you or your or Customer**) from Furniture Centre Limited, a company registered in England and Wales under number 3911043 (**our or we or us or Supplier**), whose registered office is at Pytchley Lodge Road, Kettering, Northamptonshire, NN15 6JQ (the **Premises**).
2. These Terms and Conditions will be deemed to have been accepted by you the date you accept them or the quotation or from the date of any delivery of the Goods (whichever is the earlier) and will constitute the entire agreement between us and you.
3. These Terms and Conditions and the quotation (together, the **Contract**) apply to the purchase and sale of any Goods between us and you, to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.

#### Goods

7. The description of the Goods is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation, you acknowledge that you have not relied upon any statement, promise or other representatives about the Goods by us. Descriptions of the Goods set out in our sales documentation are intended as a guide only.
8. We can make any changes to the specifications of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.

#### Price

9. The price (**Price**) of the Goods is set out in our quotation current at the date of your order or such other price as we may agree in writing.
10. If the cost of the Goods to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
11. Any increase in the Price under clause 10 above will be notified to you in writing at our earliest convenience.
12. Any and all discounts to the Price of Goods will be at our discretion.
13. The Price is exclusive of fees for packaging, transportation/delivery, assembly and removal of waste.
14. The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

#### Cancellation and alteration

15. Details of the Goods as described in the clauses 7 and 8 above and set out in our sales documentation are subject to alteration without notice and are not a contractual offer to sell the Goods which is capable of acceptance.

16. The quotation (including any non-standard price negotiated in accordance with clauses 9 to 14 above) is valid for a period of 30 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
17. The Supplier or the Customer can cancel the order for any reason prior to your acceptance (or rejection) of the quotation 28 days prior to the agreed delivery date of the Goods.

## Payment

18. We will invoice you for the Price either:
  - a. On or at any time after delivery of the Goods; and/or
  - b. Where we have notified you that the Goods are ready for collection or we have tried to deliver them, regardless of whether you accept delivery of the Goods or collect the Goods.
19. You must pay the price on or before the date indicated by our payment terms indicated on our invoice or otherwise according to any credit terms agreed between us.
20. You must make payment even if delivery has not taken place and/or that the title of the Goods has not passed to you.
21. If you do not pay within the period set out above, we will suspend any further deliveries to you and without limiting any of our other rights or remedies for statutory interest, as well as charge you interest at the rate of 4% per annum above the base rate of the Bank of England from time to time on the amount outstanding until you pay in full.
22. Time for payment will be of the essence of the Contract between us and you.
23. All payments must be made in British Pounds unless otherwise agreed in writing between us.
24. The Customer agrees to pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law. You are not entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

## Delivery

25. We will arrange for the delivery of the Goods to the address specified in the quotation (the **Delivery Address**), or your order or to another location we agree in writing.
26. If you do not specify a Delivery Address or if we both agree, you must collect the Goods from our Premises.
27. Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8am to 5pm.
28. If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights:
  - a. Store or arrange for the storage of the Goods for which we will charge you for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and/or
  - b. Make arrangements for the redelivery of the Goods for which we will charge you for the costs of such redelivery; and/or
  - c. After 10 business days, resell or otherwise dispose of part or all of the Goods and charge you for any shortfall below the price of the Goods.
29. If redelivery is not possible as set out above, you must collect the Goods from our Premises and we will notify you of this in writing. We can charge you for all associated costs including, but not limited to transportation, storage and insurance.
30. Any and all dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
31. We can deliver the Goods by instalments, which will be invoiced for separately. Each instalment is a separate contract. Any delay in delivery or defect in an instalment will not entitle you to cancel any other instalment in whole or in part.

## **Drop Shipping Delivery**

32. All of our orders are processed and dispatched from our premises in Kettering, Northamptonshire..
33. Our orders can be fulfilled, if necessary using a variety of third party couriers, depending on size, weight and destination.
34. The delivery duration applies only after the payment has been made, as opposed to when the order was placed or created.
35. Where we notify you of Goods being sent out with a Pallet Service, the pallet will be off loaded and moved to a location at the kerbside. We are not under any obligation to move the pallet(s) further than the kerbside, and shall not be required to enter any premises, or carry your pallet(s) up any stairs.
36. The Goods will not be removed from the pallet and pallets will not be removed/taken away from the Delivery Address.
37. It is your responsibility to ensure:
  - a. All reasonable access is available at the delivery addresses, and inform us (at the time of placing your order) of any potential issues that may arise while accessing the Delivery Address; and
  - b. That the delivery locations have sufficient access to accommodate the delivery vehicles and the manoeuvring of pallets. The area for delivery must be level and solid ground (i.e. tarmac, paving, concrete) as the pump trucks used to manoeuvre the pallets cannot be taken up/down kerbs or positioned on loose ground.
38. If an attempt has been made at the Delivery Address, and the location is unattended, the driver will wait for a maximum period of 15 minutes. We will attempt to contact you on the telephone number set out in your order. Our drivers are only permitted to wait for a maximum further period of 15 minutes before classifying the delivery as failed. A failed delivery will incur additional charges payable by you as set out in clause 28 and 29 above in addition to our surcharge list, for each failed delivery.
39. If a delivery has failed, we will attempt to contact you to arrange another delivery. You will be charged for re-delivery, as set out in clause 28 and 29 above in addition to a surcharge set out in our surcharge list.
40. It is your responsibility to ensure that there is an authorised person at the Delivery Address to sign for deliveries. Signature by a person at the Delivery Address shall be deemed proof of delivery.
41. A signature at the time of delivery will be deemed acceptance by you that the Goods are in good order.
42. Changes to a delivery date by you will incur additional charges set out in our surcharge list.
43. The Delivery Address cannot be changed once an order has been dispatched
44. We do not dropship anywhere which crosses water including but not limited to the Isle of Wight, Isle of Man and Ireland.

## **Inspection and acceptance of Goods**

45. You must inspect the Goods on delivery or collection.
46. If you identify any damages or shortages, you must inform us in writing within 7 days of receipt, providing photographic details by email to [customercare@thefurniturecentre.com](mailto:customercare@thefurniturecentre.com).
47. Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection of the Goods.
48. Subject to your compliance with clauses 46 and 47 above and/or our agreement, you may return the Goods and we will, as appropriate, repair, or replace, or refund the Goods or part of them.
49. We will be under no liability or further obligation in relation to the Goods if:
  - a. You fail to provide notice as set above; and/or
  - b. You make any further use of such Goods after giving notice under clause 47 above relating to damages and shortages; and/or
  - c. The defect arises because you did not follow our oral or written instructions about the shortage, commissioning, installation, use and maintenance of the Goods; and/or

- d. The defect arises from normal wear and tear of the Goods; and/or
  - e. The defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, the end consumer, your employees or agents or any third parties.
50. You bear the risk and cost of returning the Goods in all instances.
51. Acceptance of the Goods will be deemed to be upon inspection of them by you and in any event on the seventh day after delivery.

#### **Risk and title**

52. The risk in the Goods will pass to you on completion of delivery.
53. Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for:
- a. The Goods; and/or
  - b. Any other goods or services that we have supplied to you in respect of which payment has become due.
54. Until title to the Goods has passed to you, you must:
- a. Hold the Goods on a fiduciary basis as our bailee; and/or
  - b. Store the Goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or
  - c. Keep the Goods in satisfactory condition and keep them insured against all risk for their full price from the date of delivery.
55. As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we have, we can at any time ask you to deliver the Goods and, if you fail to do so promptly, enter any of your premises or any third party where the Goods are stored in order to recover them.

#### **Returns**

56. We do not offer refunds or exchanges for bespoke items and made-to-order items. However, we do offer a guarantee that if a product fault is discovered due to poor manufacture, we will repair or replace the furniture at no extra cost. The Consumer Contracts Regulations 2013 (CCR) do not apply to bespoke or personalised goods. For this reason we cannot accept cancellation on bespoke and made-to-order items. Used/soiled mattresses cannot be returned under any circumstances due to hygiene regulations.
57. You must provide the order reference number when seeking to return or claim a refund for the Goods.
58. Where it can be shown that the products have left our warehouse in a faulty condition we will;
- a. Firstly endeavour to resolve the matter ourselves or using our third party local technicians; or,
  - b. Replace them with the same or similar product; or,
  - c. Offer a replacement alternative product; or
  - d. Offer a refund.
59. You agree to provide all information and assistance as reasonably requested where you seek a refund, return or replacement. We may, at our discretion, request the return of the product(s) for inspection or other purposes, and you agree to assist us in this process.
60. Where your Customer decides at any time after our acceptance of an order that they do not want the Goods, any such returns will be your responsibility and we are under no obligation to accept returns of the Goods or offer a refund or replacement.
61. All items must be returned in original packaging and in original condition within 30 days of delivery.
62. Returned items in original condition and packaging will incur a restocking fee of 25% of the Price of the item
63. Returned items which are not in their original condition, are damaged or are missing parts will incur charges of up to 50% of the Price of the item if we can fairly repair to resell.

#### **Termination**

64. We can terminate the sale of Goods under the Contract where:

- a. You commit a material breach of your obligations under these Terms and Conditions; and/or
- b. You are or become or, in our reasonable opinion, are about to become the subject of bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors; and/or
- c. You enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; and/or
- d. You convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertaking any part thereof, any documents filed with the court appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

### **Limitation of Liability**

65. Our Liability under the Contract, and breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this section.
66. Subject to the clauses above on **Inspection and Acceptance** and **Risk and Title**, all warranties, conditions or other term implemented by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
67. If we do not deliver the Goods, our liability is limited, subject to the clause 71 below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
68. Our total liability will not, in any circumstances, exceed the total amount of the Price payable to you.
69. We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
  - a. Any indirect, special or consequential loss, damage, costs, or expenses; and/or
  - b. Any loss of profits; loss of anticipated profits; loss of business; loss of reputation or goodwill; business interruption; or other third party claims; and/or
  - c. Any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
  - d. Any losses caused directly or indirectly by failure or breach by you in relation to your obligations; and/or
  - e. Any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
70. The exclusions of the liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; or for fraud or fraudulent misrepresentation.

### **Communications**

71. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or duly authorised officer of that party).
72. Notices will be deemed to have been duly given: When delivered, if delivered by courier or other messenger (included registered mail) during the normal business hours of the recipient; and/or
73. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

### **Data Protection**

74. When providing the Goods to you, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees you.
75. Where such processing of personal data takes place, you shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
76. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
77. We shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with you, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
78. We shall not disclose Personal Data to third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
79. We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by us on behalf of you. Further information about the our approach to data protection are specified in our Data Protection Policy, which can be found on our website. For any enquiries regarding data privacy, please email: richard@thefurniturecentre.com

#### **Circumstances beyond the control of the parties**

80. Neither you nor us shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquake, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the party in question.

#### **No Waiver**

81. No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### **Severance**

82. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

#### **Law and jurisdiction**

83. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputed arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

#### **Surcharge List**

84. Surcharges include but are not limited to:
  - a. Attempted Delivery at a rate of £49
  - b. Additional drop ship charge depending on size of product(s); and/or
  - c. Redelivery depending on size of the product(s) and Delivery Address; and/or
  - d. Storage, transportation and insurance of the Goods depending on the size of the product(s); and/or
  - e. Administration fees at 5% of value of order per product.
  - f. Any and all other costs reasonably incurred by us.

