



TERMS AND CONDITIONS OF TRADING

These terms and conditions shall apply to all contracts of sale entered into by Hilda's Lounge Limited ("the Company") and the Client ("the Client"). No variation or addition to these terms and conditions will be accepted unless agreed in writing by the Company. These conditions do not affect the Statutory rights of the Client.

TERMS OF PAYMENT The Client's agreed deposit of 50% of their full invoice is required in order to secure the commission and cover material orders. This deposit is non-refundable. The remaining outstanding payment is required on completion and delivery or collection of the commission. Payment Methods to: 'Hilda's Lounge' BACS Credit Transfer: Starling Bank Sort Code: 60-83-71 A/C Number: 69074985 All major debit and credit cards accepted. Please note a 2% surcharge applies to credit card payments.

TRADING No site advertising that may harm the Company's image or the standing of the Company's brand in any way is allowed. The Company's brand names, trademarks, photography, images and registered designs may only be used on the website with the written permission of a Director of the Company. The Company reserves the right to withdraw such permission at any time. Any breach of these conditions may result in legal action being sought.

PRICES Prices will be clearly stated in written form in a headed quote, accompanied by email with further details or explanation if required. The quote will include fabric meterage cost unless fabric is to be supplied by the Client, however we reserve the right to apply a 15% surcharge for handling fabrics not supplied by us. Price will include costs and labour as set out by the Company. Goods sold in the UK are subject to VAT at the prevailing rate. The Company reserves the right to alter the prices at any time without notice. Prices stated on quote are applicable for a maximum of 90 calendar days, after which the quote must be reconsidered.

CARRIAGE AND DELIVERY The method of collection and delivery will be at the discretion of the Company. Collection and delivery costs will be included in final prices, unless explicitly explained otherwise. At time of delivery it is the responsibility of the Client to check that the goods are not damaged and have arrived in good condition. If any discrepancy or damage is found in a delivery then the Client must sign for the goods accordingly and inform the Company within 7 days from date of invoice. The Company will only deliver to the Client address or a third party who is a recognised Client to the Client.

FABRIC AND COLOUR MATCHING It is normal in the manufacture of textiles to expect differences in the dyeing of colours. Whilst every effort is made to ensure the closest possible colour match between fabric batches, the Company cannot guarantee an exact match if commissions were completed at differing times, and as such, different batches have been used. If an exact match is required then the Client should request a stock cutting via the Company. Should additional fabric be required, please send a cutting of the original fabric with the request and we will do our best to accommodate. We do our best to advise customers of the suitability of fabrics, whether supplied by us or not, however, we can only take responsibility for materials which are supplied by us ONLY; covering fabric supplied by the Client is at their own risk. Shortage of covering fabric supplied by the Client is the Client's responsibility. Regarding the Client's own material. When a Client supplies his/her own materials, it is their responsibility to ensure that the fabric is suitable for the purpose for which they intend to use it and that it complies with the relevant regulations in force with regard to Fire and Safety. We reserve the right to apply a 15% surcharge for handling fabrics not supplied by us.

SHRINKAGE Atmospheric conditions and changes in humidity can cause movement in fabric. For loose covers we note an allowance of 5% in the hem to allow for possible shrinkage. We cannot accept responsibility for such movement once loose covers are applied or washed. We cannot be held responsible for the present or future behaviour of the treatment/fabric/trims, including but not limited to wearing and deterioration, stretching, shrinking, staining, cleanability, fading or damage to person or property, where the consumer has acted against the manufacturer's/retailer's instructions i.e. washing instructions, steaming etc.

ADDITIONAL UPHOLSTERY TERMS INCLUDING FIRE SAFETY Any additional instructions must be confirmed in writing and a price agreed for the

additional work and materials, before the work can proceed. Additional work, which may not be apparent when the estimate is provided, will be advised to the Client on discovery, and a course of action agreed. This includes frame repairs, which are hidden by upholstery. All old covers will be removed prior to upholstery, these covers will be discarded unless the Client advises that they are to be returned, this advice must be written into the order. All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. All new covering fabric supplied by us will comply with the regulations with the exception of covers which contain 75% natural fibres, when it is acceptable to use an FR interliner/barrier cloth which complies with the regulations. Furniture manufactured prior to 1950 does not come within the scope of the 1988 Regulations with regard to filling or cover.

RETURNS No items can be returned for credit unless the Company's written agreement has been obtained and then only by a method stipulated by the Company. Due to the nature of this work, returns will only be accepted after all other ways to remedy the problem have been exhausted. If the commission is cancelled after materials have been ordered, the materials ordered will be given to the Client, in lieu of monies. This will accrue a cost of £20 to cover carriage of these materials to the Client. It is the Client's responsibility to ensure that any item received is in the condition expected and agreed upon by Client and Company at date of quotation. Complaints will be dealt with as quickly as possible and resolution of the same will be our prime objective. Complaints, which cannot be resolved through us, may be referred to The Association of Master Upholsterers and Soft Furnishers, who will arbitrate and suggest a course of action, which is acceptable to both parties. The Association may charge a fee for this service.

DELIVERY DATES Delivery dates quoted are given in good faith but must only be considered as approximate. The Company lead times may vary greatly and as such, are discussed prior to acceptance of the commission. The Company will endeavour to keep the Client informed of any issues arising, including but not limited to supply issues, or other factors. They constitute no guarantee by the Company and shall not be legally binding.

RISK AND TITLE Risk of loss or damage to the goods shall pass to the Client immediately on delivery to the Clients or to any persons acting on their behalf. The Company remains the legal and equitable owner of the goods until payment has been received and cleared in full settlement of the price of the goods. Until such time as title of the goods passes to the Client, the Client shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Client and third parties and properly stored, protected, insured and identified as the Company's property. Until that time the Client shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Client and third parties and, in the case of tangible proceeds, properly stored, protected and insured. The Company reserves the immediate right of repossession of any Goods to which it still retains and the Company shall be entitled at any time to require the Client to deliver up the Goods to the Company and, if the Client fails to do so, forthwith to enter upon all or any of the premises of the Client or any third party where the Goods are stored and repossess the Goods. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Company thereunder or otherwise. The Client shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company but if the Client does so all monies owing by the Client to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

CONTINUITY The Company reserves the right to withdraw items for sale, to alter prices and specifications and change or amend any terms or conditions of sale without prior notice.

I can confirm I have read and understood these terms of sale

Signed:

Print Name: