

Terms & Conditions of Business

Part A: Customised Upholstery, Furniture & Made to Measure Drapery Services

1. Conditions

1.1 These Conditions shall form the basis of the contract between JHD and the client in relation to the sale of Goods and/or Services, to the exclusion of all other terms and conditions which the client may purport to apply under any purchase order or confirmation of order or any other document.

1.2 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

1.3 These Conditions represent the whole of the agreement between JHD and the client. They supersede any other conditions previously issued.

1.4 Acceptance of terms and conditions. A copy of these terms and conditions (T&Cs) will be sent to you with a written quotation. On acceptance of the quote, you are deemed to have entered into a contract with JHD and accepted our T&Cs. Your acceptance is defined by the date on which you either accept our online quote (by pressing the accept button), the date of your email acceptance, date in which your written acceptance is signed and dated or when you have paid a deposit.

1.5 To avoid confusion telephone orders will need to be confirmed via email or in writing. Changes to orders can only be accepted via email or in writing.

1.6 Made to measure & customised/bespoke products are custom made to your precise requirements. Once made our products are suitable only to you and therefore cannot be cancelled or returned. Because of this it is extremely important that you are sure about the product that you want and the size you require. We advise that you take advantage of our sample and measuring services before placing an order. JHD cannot be held responsible should you dislike or change your views of the chosen colour, style etc of goods/fabric chosen or the general quality of the product. We strongly recommend that you double check your order to ensure that the products ordered, and measurements taken are correct.

1.7 All our Made to measure & customised/bespoke products are not subject to the Distance Selling Regulations. If you receive a faulty product, you must contact us within 7 days of receiving product. When product is returned to us, we will inspect and repair any faults, if we are unable to resolve the issues, we will offer a full refund. Refunds will not be processed until the product is returned and inspected. We cannot give refunds if incorrect measurements were supplied, change of mind, if item has been fitted or maintained incorrectly, if product has been washed or handled incorrectly or if the product has been tampered or altered in any way. Unless faulty, we cannot refund or offer an exchange on cut products (fabrics).

1.8 We do our best to advise customers of the suitability of products, whether supplied by us or not, however the client is responsible for the final decision of the product ordered.

1.9 We can store your furniture for up to 3 weeks once completed, but only if the balance of the order has been paid in full upon completion of reupholstery. If furniture needs to be stored longer than 3 weeks, a weekly charge of £50.00 will incur.

1.SM Photographs may be taken before, during and after of the work we are doing for you, this is for our workshop use and may also be used on our social media pages and advertising in the future. We will ensure no personal items are on display in the photographs, however if you would prefer us not to take any photos or use them, then please let us know.

2. Payment terms

2.1 A deposit payment of 50% is required following the acceptance of a quote, no work will commence until payment has been received. Balance payment is required prior to the delivery/installation of the order or upon customers collection. Payments are none refundable once an order has been placed as all goods are bespoke made. Your part payment will also be taken as confirmation that you have read and agreed with our full terms and conditions.

3. Price

3.1 The price shall be the price quoted on the agreed JHD quotation save as otherwise amended in these terms and conditions.

3.2 Carriage and delivery charges will be extra. When JHD is not required for the installation of an order, the client can choose to collect or have delivered. The client must on acceptance of the quote confirm if they will collect or if JHD is to arrange delivery. The client can arrange their own delivery if required. The cost of delivery will be covered by the client, unless the item is collected from our premises by the client.

3.3 Any additional instructions must be confirmed in writing or via email 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 etc. which are hidden by upholstery.

3.4 Prices quoted stand for 30 days.

4.The Goods

4.1 Customised upholstery and furniture

4.1.1 JHD shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and JHD shall notify the client in any such event.

4.1.2 All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishing (Fire)(Safety) Regulations 1988. All new covering fabric supplied by us will comply with the regulations with the exceptions of covers which contain 80% natural fibres, when it is acceptable to use an interliner 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.

4.1.3 All old covers will be removed prior to upholstery and will be discarded unless the client advises that they are to be returned. This

advice must be confirmed via email or in writing by client.

4.1.4 We reserve the right to apply a 10% surcharge for handling fabrics not supplied by us. There will be a surcharge if we are given many small pieces from which to make a product.

4.1.5 JHD reserves the right to refuse any item of furniture into the workshop if a) it has any kind of live infestation e.g., woodworm b) it requires extensive repairing or c) is deemed unsafe to work on.

4.2 Made to Measure Curtains & Blinds

4.2.1 Due to the movement and stretch of fabrics, we have a tolerance of +/- 3cm on Curtains and +/- 1.5cm on Roman Blinds.

4.2.2 When blackout fabrics or linings are used, during make-up some pinprick holes will occur, that can let small amount of light through. Also, light seepage will occur around the edges of the product.

4.2.3 All made to measure Roman Blinds and Curtains over a certain width will have joins in – these will be carefully pattern matched.

4.2.4 Each order is treated as an individual item. Repeat orders may not be made up exactly to the original.

4.2.6 Every Roman Blind is tested, and curtains are hung before they leave us and packed to ensure product is protected.

4.2.7 All Roman Blind tracks are British standard and follow the Child Safety Law with a chain mechanism that breaks away when caught on something or additional pressure occurs.

4.2.8 JHD cannot be held accountable for environmental obstacles, incorrect handling or incorrect installation by the customer.

4.3 Fabric

4.3.1 We do our best to advise customers of the suitability of fabrics whether supplied by us or not, however the client is responsible of the final decision.

4.3.2 Fabric supplied by the customer is at their own risk. Shortage of fabric supplied by the Client is the Client's responsibility.

4.3.3 When the client supplies their 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 Safety (as described in clause 4.1.2) It is also the clients responsibility to check the address details before arranging dispatch of fabrics to JHD.

4.3.4 When client supplies their own material, it is preferred that the fabric is rolled on tubes to avoid creases and is one continuous length to allow for pattern matching. We will do our best to remove creases, but this cannot be guaranteed.

4.3.5 JHD cannot be held responsible for fabric flaws. If we cannot cut around them, you will be notified.

4.3.6 Where printed and woven fabrics will not pattern match accurately, we will inform you for further instructions. We reserve the right to add a surcharge to the mark-up costs where fabrics, woven or printed off-grain, require extra time to make and where fabrics and patterns behave unexpectedly.

4.3.7 JHD cannot be held responsible for the present or future behaviour of the treatment/fabric/trim, such as wear and deterioration, stretching, shrinking, staining, cleanability, fading or damage to person or property where the client has acted against the manufacturers/retailers instructions. i.e., Washing/cleaning instructions, steaming etc.

4.3.8 Sunlight can fade fabrics over time. Also, fabric can stretch and shrink due to temperatures and handling – we cannot take responsibility for this.

4.3.9 Fabric and sample colours may slightly alter due to coming from different batches.

4.3.10 We do our best to give you the most accurate of fabric images and digital illustrations, however, cannot guarantee that there will not be a difference between the images and fabric/finished product itself, due to scales and colour variations of the product and screen types.

4.3.11 If a patterned fabric is chosen, we will factor in the pattern and decide what looks best on the product, please get in touch if you have a preference. – We strongly urge you to order fabric samples so you can see the pattern size.

4.3.12 As standard fabric widths vary from 130cm – 160cm, any product over its fabric width will have joins in (e.g Bed Runners, Curtains, Blinds, box cushions, pelmets etc). We will use our expertise to pattern match these joins. In some cases, if we feel that its best for the fabric to be turned to eliminate these joins, we will do this for you.

4.3.13 As products are made up of different materials and components, we cannot be held responsible for the end results after cleaning or washing of the product.

4.3.14 If a fabric is out of stock or discontinued without our knowledge, we will contact you as soon as possible. If this does occur you can wait for the fabric to be in stock (if not discontinued), choose an alternative fabric or cancel your order and receive a full refund.

5. Notice of Right to Cancel and Refunds

5.1 If you wish to cancel this contract you must do so in writing and delivered personally or via email to JHD within 7 days from acceptance of our quote. Upon doing so, if no work has begun on the order and no materials have been ordered for the order, then deposits paid will be refunded in full. If work has begun on the order, you will not be refunded for any costs incurred up to that point. Made to Measure items are unique and are unable to be resold, therefore a full refund cannot be given once work has commenced.

5.2 Cut products (Fabrics) - These items are treated as being made specifically for you, as they are cut specifically to your required length. We're unable to accept order cancellations for fabric-only orders after 24 hours from moment order is placed. We STRONGLY advise fabric samples are ordered prior to any made to order or fabric orders.

6. Delivery of Items

6.1 JHD endeavours to deliver items by the specified time and date, providing that the materials to complete the work are available at the time the work is to be undertaken. However, situations may arise which means the work takes longer or requires additional materials not foreseen. JHD will endeavour to keep the client informed at all times of supply problems or other factors, which can affect delivery times.

6.2 If the client wishes for JHD to deliver the items, delivery of the items shall be made to the client's address. The client shall make all arrangements necessary to take delivery of the items on the day notified by JHD for delivery.

6.3 JHD undertakes to use its reasonable endeavours to dispatch the items on an agreed delivery date but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.

6.4 Holiday cut-off dates: You will be given written notice of any holidays or order cut off dates that may impact the completion date of your

order.

6.5 If the client fails to take delivery of the items on the agreed delivery date or, after JHD has given written confirmation to the client that the item is ready for collection and the client fails to collect within fourteen days of such notification JHD shall be entitled to store and insure the items and to charge the Buyer the reasonable costs of so doing and charge for any additional deliveries.

6.6 JHD reserves the right to dispose of all Items of furniture held at our workshops for two months or longer without having received a deposit, clear instructions and fabric being supplied by the client.

7. Acceptance of the Goods

7.1 Any problems with an order, whether the fault of the client or JHD, must be brought to the attention of JHD within two days of delivery/completion. Thereafter charges will be made for any corrections. JHD will not be held responsible for charges if the client uses a third party to make any corrections or changes. The client will still be responsible for the original invoice. Charges will be made for corrections that are not the fault of JHD or for additional works/changes not forming part of the original quotation.

7.2 It is the client's responsibility to ensure any items of furniture can fit into their property before placing an order. JHD will not be held responsible if it does not fit into your premises. If the client requires JHD to make any changes to rectify the position the client will be responsible for our additional costs.

8. Measuring & Fitting

8.1 Unless you use our measuring service, goods are manufactured in accordance with the measurements provided by you. If you use our measuring service, we will confirm the approximate dimensions to which we will produce your goods, in some designs we may have to use our experience adjust the dimensions and / or the design of your goods for reasons including but not limited to; the folding of multiple layers of material, the weight of material, pattern slippage, the dimensions of a component required to make the goods (such as buckram) and to accommodate other fixtures.

8.2 A fitting service is available in some areas. A quote for fitting of Goods is available upon request. Fitting charges are quoted on the basis that we are able to obtain good fixings for the tracks, poles, battens and other fixtures and we are able to obtain unobstructed access to your window or other place of fixing on our first visit for fitting. If there are pipes, electrical cables or other devices concealed in the area in which we are required to work, you must tell us in advance as to avoid damage to the cables, pipes or devices and avoid harm or injury to our staff or subcontractors. If at the time of fitting the Goods it is discovered that due to the condition or construction of your walls work good fixings cannot be obtained, or we do not have free unobstructed access to your window or other place of fixing, we will not fit the Goods ordered until building work necessary to allow us to obtain good fixings has been completed correctly or you have cleared the access to your window. We will not be responsible for carrying out any building work or for moving any items to clear access to your window or other place of fixing. We reserve the right to make an additional charge if we must return to your property on a second occasion to complete the fitting of your Goods after such building work has been completed, access cleared or any other reason.

8.3 We recommend that items of shelving, cabinets, drawers, headboards and radiator covers should be fixed to a wall for safety. Please mention whilst ordering if you will require fixings, or holes drilling. Items of furniture left free standing are done so at the customer's own risk. In the circumstance that an item is to be fixed to a wall, floor, or similar, it is the client's responsibility to check the suitability of their property, wall type. JHD will not be held responsible for damages caused to client's property in the process, or as a result, of the client attaching their furniture to the wall, floor, or any part of the client's property. We would recommend the client always use an experienced tradesman.

9. After Sales Services

JHD operates a customer complaints procedure which is designed to address any customer concerns in a timely and satisfactory manner. All complaints must be in writing and made to: jhdinteriors@gmail.com or post to 1 - 2 Tilia Court, Rackheath Industrial Estate, Rackheath, Norwich, Norfolk, NR13 6SX with the details and will be responded to within 14 days. You can also contact us by telephone on 01603 722385. Our office hours are: 9.00am-5:00pm Monday to Friday [excluding bank holidays]

10. Client's obligations

10.1 The Client shall:

10.1.1 Ensure that the terms of the Order are complete and accurate;

10.1.2 Co-operate with JHD in all matters relating to the Services;

10.1.3 Provide JHD with such information and materials as JHD may reasonably require to supply the Services and ensure that such information is accurate in all material respects;

10.1.4 Obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start; and

10.2 If JHD performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the client or failure by the client to perform any relevant obligation (Client Default):

10.2.1 The client shall reimburse JHD on written demand for any costs or losses sustained or incurred by JHD arising directly or indirectly from the client default.

10.2.2 JHD shall without limiting its other rights or remedies have the right to suspend performance of the Services and obligations until the client remedies the client default.

10.2.3 JHD shall not be liable for any costs or losses sustained or incurred by the client arising directly or indirectly from JHD's failure or delay to perform any of its obligations as set out.

11. Limitation of Liability:

11.1 Subject to clause 13.1:

11.1.1 JHD shall under no circumstances whatever be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the service provided.

12. Force Majeure

12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of JHD including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of JHD or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.

12.2 JHD shall not be liable to the client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

12.3 If the Force Majeure Event prevents JHD from providing any of the Services and/or Goods for more than 4 weeks, JHD shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the client.

13. General

13.1 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

14. Title and risk

Risk shall pass on delivery of the Goods to the client's address or upon collection by the client from our premises.

Part B: Online Shopping

1. Purchasing

All our items on our website are subject to availability. To purchase any of the items on our website, click the – Add to basket button shown alongside each item which will lead you to the Cart. You can choose to pay securely using credit/debit card or via PayPal's secure payment website. Upon receipt of your payment, we will send you an email confirming your order, payment and advising you of the dispatch date. By placing an order with JHD you are accepting the terms and conditions of the business as laid out below.

Please note when buying any reupholstered furniture items from us even after the restoration process each piece can still have blemishes, marks, or dents that we are unable to correct due to the age of the piece.

2. Charges

All prices are in pounds sterling. Delivery charges are not always included in the prices quoted. We accept payment by most major credit and debit cards via PayPal, in store or by phone.

3. Delivery

The website details which large items cannot be sent in the post. The purchaser can choose to collect or have delivered. The purchaser can arrange their own delivery, or we can arrange if requested. The cost of delivery will be covered by the purchaser. Dispatch times for smaller items are detailed on the website and are specific to each product. It is a customer's responsibility to check the condition of the goods upon receipt and to report any damage to the carrier and/or JHD. See clause for damaged or faulty goods return policy.

Section 6 apply to this clause B.3

4. Cancellation & returns policy

You have the right to cancel the order within 14 working days from delivery (starting the day after you have received the goods). It is your responsibility to give notice of your wish to cancel within this cancellation period by letter or e-mail. You have a duty to take reasonable care of the goods and to make them available for collection within 14 working days of cancellation. The goods must be returned in the same condition as received and these return costs will be met by the purchaser. When you are sending items back to us, we cannot accept liability for goods lost or damaged during transit. You are advised to wrap the product carefully to avoid damage. You are also advised to return goods by recorded delivery, registered post, or by courier. Proof of postage will not be accepted as proof of delivery. Please remember to give us your name and address, and a copy of your purchase receipt. Upon return we will then refund the price you have paid for the goods provided the goods are in the same condition as dispatched by JHD. The purchaser is responsible for return postage. You will receive cancellation details with your order.

5. Damaged or faulty goods returns policy

If the product/order is damaged or faulty you must inform JHD within 7 days of receiving the goods and provide images via email or in writing and then return the goods within 30 days, once we have received the goods back and established, they were faulty we will replace them immediately by return. Prior to returning any goods, please email jhdinteriors@gmail.com for a returns number which must be included with the returned goods along with your name and address. We cannot be responsible for goods of which are returned without the above information supplied.

When you are sending items back to us we cannot accept liability for goods lost or damaged during transit. You are advised to wrap the product carefully to avoid damage. You are also advised to return goods by recorded delivery, registered post, or by courier. Proof of postage will not be accepted as proof of delivery. Please remember to give us your name and address, and a copy of your purchase receipt.

6. After Sales Services

JHD operates a customer complaints procedure which is designed to address any customer concerns in a timely and satisfactory manner. All complaints must be in writing and made to: jhdinteriors@gmail.com and will be responded to within 14 days. You can also contact us by telephone on 01603 722385. Our office hours are: 9.00am-5.00pm Monday to Friday [excluding bank holidays]

Part C: Website Terms & Conditions

This Privacy Policy describes how your personal information is collected, used and shared when you visit or make a purchase from JHD Interiors Ltd (the "Site").

Personal information we collect

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically collected information as "Device Information."

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit <http://www.allaboutcookies.org>.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase through the Site, we collect certain information from you, including your name, billing address, shipping address, payment information, email address, and phone number. We refer to this information as "Order Information." When we talk about "Personal Information" in this Privacy Policy, we are talking both about Device Information and Order Information.

How we use your personal information

We use the Order Information that we collect generally to fulfil any orders placed through the Site (including processing your payment information, arranging for shipping, and providing you with invoices and/or order confirmations). Additionally, we use this Order Information to:

Communicate with you;

Screen our orders for potential risk or fraud; and

When in line with the preferences you have shared with us, provide you with information or advertising relating to our products or services.

We use the Device Information that we collect to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our Site (for example, by generating analytics about how our customers browse and interact with the Site, and to assess the success of our marketing and advertising campaigns).

Sharing your personal information

We share your Personal Information with third parties to help us use your Personal Information, as described above. For example, we use Google Analytics to help us understand how our customers use the Site—you can read more about how Google uses your Personal Information here:

<https://www.google.com/intl/en/policies/privacy/>. You can also opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

Live chat

This website is using Wix, a chat platform that connects users with the customer support of JHD Interiors Ltd. By default, we only collect the name of a user in order to start the chat. With consent from users, we may ask for an email address/phone number to further assist with a users issues or inquiries. The messages and data exchanged are stored within the Wix application. For more information, please refer to their Privacy Policy. JHD Interiors Ltd is not making use of these messages or data other than to follow up on users registered issues or inquiries. Your personal data will be processed and transmitted in accordance with the General Data Protection Regulation (GDPR).

Do not track

Please note that we do not alter our Site's data collection and use practices when we see a Do Not Track signal from your browser.

Your rights

If you are a European resident, you have the right to access personal information we hold about you and to ask that your personal information be corrected, updated, or deleted. If you would like to exercise this right, please contact us through the contact information below. Additionally, if you are a European resident we note that we are processing your information in order to fulfill contracts we might have with you (for example if you make an order through the Site), or otherwise to pursue our legitimate business interests listed above. Additionally, please note that your information will be transferred outside of Europe, including to Canada and the United States.

Data retention

When you place an order through the Site, we will maintain your Order Information for our records unless and until you ask us to delete this information.

Changes

We may update this privacy policy from time to time to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

Copyright Notice

The content of this website is copyright of JHD Interiors Ltd. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited. You may not, except without express written permission distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Removal of links from our website

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us any moment. We will consider requests to remove links but we are not obligated to or so or to respond to you directly.

We do not ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.

Contact us

For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us.