

TERMS AND CONDITIONS

1. Introduction

These terms and conditions ("Agreement") govern the sale of the bespoke furniture ("Products") by Chiawood Limited ("Company", "we", "us", "our") to the customer ("Customer", "you", "your"). By placing an order by means of paying an agreed deposit (sum of money), you agree to be bound by this Agreement.

2. Orders

- **2.1 Customisation:** All products are made to order based on the specifications provided by the customer. It is the customer's responsibility to ensure that all specifications, including dimensions, materials, finishes, colours and design details, are accurate.
- **2.2 Order Confirmation:** Orders are confirmed upon receipt of a deposit as outlined in section 4. Any changes to the order after confirmation may result in additional charges and/or delays.
- **2.3 Cancellation:** Orders may be cancelled within 48 hours of deposit payment. After this period, the cancellation will incur a fee to cover materials, labour, and any preliminary work already undertaken.

3. Pricing and Payment

- **3.1 Pricing:** Prices are quoted in pound sterling (£) and include all materials, labour, installation, and applicable taxes. Additional charges may apply for unforeseen structural issues or changes requested by the customer after the project has commenced.
- **3.2 Payment Schedule:** A deposit is required at the time of order confirmation and is specified in the quotation. An interim payment may be due at a specified stage during the installation process also notified in the quotation with the remaining balance due within 48 hours upon completion and before final sign-off by the customer.
- **3.3 Payment Methods:** We accept payment via bank transfer.
- **3.4 Non-Payment:** Failure to pay the balance by the due date will result in an 8% interest fee plus the Bank of England (BoE) base rate.

4. Measurements and Site Assessment

- **4.1 Initial Measurements:** We will arrange a site visit to take precise measurements before production begins. Any discrepancies in measurements provided by the customer that result in additional costs will be the customer's responsibility.
- **4.2 Site Conditions:** The customer must ensure that the site is ready for installation, including but not limited to, proper structural conditions, clear access, and removal of existing furniture or fixtures unless otherwise agreed upon.
- **4.3 Structural Modifications:** Any necessary structural modifications, including but not limited to plumbing, electrical work, or wall alterations, are the responsibility of the customer unless explicitly included in our scope of work.

5. Production and Installation

- **5.1 Lead Time:** Lead times for production are estimated and dates are confirmed once a deposit is paid. This is an estimate and may vary depending on the complexity of the order.
- **5.2 Installation:** We provide professional installation services. The customer must be present during the installation to provide access and approve the work upon completion.
- 5.3
- **5.3 Risk and Title:** Risk of loss or damage to the products passes to the customer upon completion of installation. Title to the products passes to the customer upon full payment.

6. Customer-Provided Hardware

- **6.1 Supply of Hardware:** If the customer chooses to supply their own hardware (e.g., handles, knobs), these items must be provided at the installation site before the scheduled installation date. Any delays due to missing hardware will result in an additional day/s labour to return to complete the installation.
- **6.2 Compatibility:** The customer is responsible for ensuring that the provided hardware is compatible with the furniture design and installation. Any delays or additional costs arising from incompatible or missing hardware will be the customer's responsibility as outlined in 6.1.
- **6.3 Inspection:** Our team will inspect the provided hardware prior to installation. If the hardware is deemed unsuitable or defective, the customer must provide a suitable replacement promptly to avoid delays.
- **6.4 Liability:** We are not liable for any issues or damages resulting from the use of customer-provided hardware, including but not limited to defects, incompatibility, or wear and tear.

7. Colour Matching

- **7.1 Colour Variation:** Due to the nature of materials and the manufacturing process, there may be slight variations in colour between samples, digital representations, and the final product. These variations are normal and should be expected.
- **8.2 Customer Approval:** The customer is responsible for approving colour samples before production begins. We will make reasonable efforts to match the approved colour; however, exact matches cannot be guaranteed.
- **8.3 Liability:** We are not responsible for slight colour discrepancies between different batches or between the final product and the sample approved by the customer. Any concerns about color variation must be raised before installation begins.

8. Warranty and Liability

- **8.1 Warranty:** We provide a one year warranty against defects in materials and workmanship. This warranty does not cover normal wear and tear, misuse, structural movement, or damage caused by the customer.
- **8.2 Liability:** Our liability is limited to the repair, replacement, or refund of the defective products. We are not liable for any indirect, incidental, or consequential damages arising from the use or inability to use the products.

9. Expectant Damage to Home

- **9.1 Potential for Damage:** Due to the nature of fitted furniture installation, there may be some unavoidable damage to the home, including but not limited to minor scuffs, scratches, or marks on walls, floors, or ceilings.
- **9.2 Precautionary Measures:** While our team takes all reasonable precautions to minimize damage, the customer should ensure that any delicate or valuable items are removed from the work area before installation begins.

- **9.3 Responsibility:** We are not responsible for repairing or compensating for minor, cosmetic damage that occurs as a natural consequence of the installation process. Significant damage caused by negligence will be assessed on a case-by-case basis, and we may offer repairs or compensation at our discretion.

10. Returns and Refunds

- **10.1 Custom Products:** Due to the bespoke nature of our products, we do not accept returns or offer refunds except in cases of defects as outlined in the warranty section.
- **10.2 Inspection:** Customers are required to inspect the products and installation upon completion. Any issues or defects must be reported within 48 hours of installation.

11. Intellectual Property

- **11.1 Designs:** All designs, plans, sketches, and concepts created by our company remain our intellectual property. Customers may not replicate or reproduce the designs without our express written consent.

12. Force Majeure

- **12.1 Events Beyond Control:** We are not liable for any delays or failure to perform our obligations under this Agreement due to events beyond our control, including but not limited to natural disasters, strikes, or supplier issues.

13. Governing Law

- **13.1 Jurisdiction:** This Agreement is governed by the laws of the United Kingdom. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of the United Kingdom.

14. Amendments

- **14.1 Changes to Terms:** We reserve the right to amend these terms and conditions at any time. Any changes will be effective immediately upon posting on our website or notification to the customer.

15. Contact Information

- **15.1 Contact:** For any questions or concerns regarding your order or these terms, please contact us at james@chiawood.com.

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