

Terms and conditions for James Albert Interiors

Definitions

In these terms and conditions the following definitions apply.

1. Conditions: means these terms and conditions of sale and / or service.
2. Contract: means the contract for the sale by us and purchases by you of our goods and services.
3. Goods include: curtains, blinds, window dressing, bed spreads, soft furnishing, curtains poles and any other goods purchased from us.
4. Order means an order made by you for the supply of the goods/or services by us.
5. Price means the price of goods plus delivery charges.
6. Services means measuring windows, interior design services, adaptation of curtains or any other window treatments, any upholstery work undertaken and or fitting and delivery of these goods.
7. Me, my, our, I, we, our, us, means JAMES ALBERT INTERIORS whose principal place of business is 12 Alma Green stoke row, Henley-on-thames, Oxon, RG9 5PB.
8. You and Your means the person who buys or agrees to buy goods from us.

Contract

1. These are only the terms and conditions which will apply when you purchase goods and or services from us. You may only vary these terms and conditions or your order if you have our agreement in writing.
2. **Contracts may be verbal agreements and are equally binding** to our written contracts. An agreement to commence work or any use of our services whether formal or informal.

Measuring for curtains and roman blinds

1. Included in our price of making curtains is our measuring service. However we do charge a call out fee of £75.00 which is deductible from any future invoice, this is completely different to our consultation fee which is for our clients who require a consultation.

Fabric

1. When purchasing fabrics from us for your work it is advisable to use our sampling service to see the actual fabric before ordering, to ensure that you are happy with the item before ordering. Shades can sometimes vary slightly between samples and batches so if the match is critical please ask us to order a stock cutting of the current batch. Fabrics are not guaranteed against colour fading.
2. Fabrics used for upholstery need to comply with Furniture and furnishing Fire and safety regulations which came into effect in 1988. We send fabrics away for FR treatment.
3. If you wish for us to use fabrics purchased by yourselves or supplied by a third party we cannot be held liable for any faults with said fabrics. Please note if you wish us to work with fabric we have not sourced then a 30% handling fee will be applied to your order.

Made to measure curtains and blinds and other soft furnishings

1. As these items are specifically made to your requirements they cannot be returned, unless faulty.
2. When ordering roman blinds with blackout lining, please note that we have to use stab stitching to secure the layers of fabric which can sometimes cause the light to filter through where it has been stitched.
3. Whenstab stitching through very thin or thick fabric this is often noticeable on the front, unfortunately there is no other method of attaching the layers of lining etc.

Fitting

1. An estimate for fitting of goods will be provided by us.
2. Fitting charges are quoted on the basis that we are able to obtain a good fixing for the tracks poles and battens and we are able to obtain access to your windows on our first visit for fitting.
3. If at the time of fitting the goods is discovered that due to the conditions of the walls or substandard building work good fixings cannot be obtained, or we do not have free unobstructed access to your window for reasons of health and safety of our fitters, 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, or until you have provided a safe environment for our fitters to work.
4. We will not be responsible for carrying out any building work or for moving furniture to clear access to your windows.
5. We reserve the right to make an additional charge if we have to return to your property on a second occasion to complete the fitting of your goods after such building work has been carried out .
6. Whilst every care will be taken we will not be responsible for any loss or damage to obstructing items howsoever caused. The fitter should not be expected to move any televisions or other electrical appliances.

Please also note good building practices would not place a water pipe near a window and electrical cabling. Current regulations do not allow water pipes to be placed in unsafe areas, and buried electrical cables must be in vertical runs. We therefore cannot be held responsible for any such object not complying with current regulations or within 30cms of any aperture and we will not be held responsible for striking any buried plastic water pipe where ever sited In this case buried means hidden behind the wall face.

Pricing

1. Estimates will be provided for all work discussed.
2. **By accepting an estimate and upon making a 50% initial payment, all goods will be ordered and you will be placed in a workroom schedule.**
3. The balance payment will be due upon completion collection, delivery, or installation of work and stage payments may be requested.
4. Estimates and prices for reupholstery work are based on any repair work obvious at the time of measuring and discussed. Upon stripping the furniture if any additional remedial work is required we will advise you of this prior to proceeding.

Payment and title

Unless agreed otherwise all payments of any goods and or services must be in sterling and a **50% initial payment must be made at the time of ordering the goods and or services. With the remaining balance being paid on completion or delivery of the goods or services provided, or upon fitting.** Credit terms are not available. We reserve the right to impose payment by instalments, where reasonable for larger jobs. Goods remaining on our property until paid for in full.

The initial 50% payment will be required before any order shall be processed.

An appropriate receipt can be issued after making your initial 50% payment. After making your initial 50% payment should you decide that you no longer wish to purchase the goods or services the initial 50% payment is non refundable.

If payment is not compliant with our terms and conditions, we will always seek to recover payment of any amount via the small claims courts.

Any payment returned to us as not honoured by the issuer will incur the billed handling charge by the bank, plus an additional charge of to cover associated costs.

Work carried out in London postcodes will be liable to a higher charge. You shall furthermore be liable for any congestion charge or parking charge fee or fine incurred in any area including clamping, tow charges and any other charge related to not having free or private off road parking.

Goods shall not pass onto you until both payment is received by us for the goods and, no other amounts are then outstanding from you to us in respect of any other goods and or services supplied by us to you.

Complaints

Complaints will be dealt with as quickly as possible and resolution of the same will be our prime objective.

Warranties and Liabilities

We make no warranty as to the fitness of the goods for any particular purpose other than the normal purpose for which the goods are used even if that purpose is stated in your order unless we specifically confirm in writing that the goods are fit for such a purpose. This exclusion includes recommendations or advise from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the goods are intended prior to making your initial 50% payment.

Certain goods may have particular characteristics which affect shade, shape size or suitability for certain types of uses or use in certain types of environments. As in keeping with trade practise atmospheric conditions and changes in humidity can cause movement in fabric an allowance of approximately 5 % will be added to allow for possible shrinkage. We

cannot accept responsibility for such movement. Furthermore manufacturers advise pattern repeats can vary by +/-5 % which we cannot be liable for.

All fitting is guaranteed for a period of 12 months with the following exceptions no fixing into lathe and plaster shall be guaranteed, no fitting of an item customised beyond the manufacturers original specification shall be guaranteed. No fixing shall be guaranteed if the weight of the curtain exceeds the fittings rating and the guarantee shall be immediately void if the fitting is removed and refitted by any person other than a member of our team, or any alteration is made by any person other than a member of our team after our initial fitting.

You shall not be entitled to reject the goods where the alleged defect or breach of contract is so slight that it would be unreasonable for you to do so.

Any claim by you which is based on any defect in the quantity or condition of the goods or their failure to correspond with the specification shall be notified to us immediately upon discovery of the defect or failure and in any event any valid claim so made shall not be accepted by us unless made within 7 days from the date of the delivery of the goods. Any claim for items missing from your order must be made within 3 working days of the delivery.

We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay performing, or any failure to perform, any of our obligations in relation to the contract, if the delay or failure was due to any cause beyond our reasonable control as (but without limitations).any strike lock out or other form of industrial action, reduction in or unavailability of power at our works or those of our suppliers, breakdown of manufacturing or other equipment and unavailability of raw materials. We will not be responsible for compensating you for any consequential loss.

After accepting your order we aim to cut the fabric immediately. Therefore we will be unable to accept cancellation of cut fabric as cut fabric is bespoke item, as the specific length of the fabric has been cut specifically for you. Please contact us within 24 hours of receipt of your order, if you have any queries about the goods you have received. Please note refunds are only given on faulty or damaged goods. In accordance with our other terms and conditions stated here and no refunds can be given once the fabric has been cut this applies to reupholstery and curtains blinds all sundries.

We reserve the right to cancel the contract between us if we have insufficient stock to deliver the goods you have ordered., or we do not deliver to your area. or one or more of the goods you ordered was listed at an incorrect price due to a typo error or/and error in the pricing information.

If we cancel your contract we will notify you by email and will credit to your account any sum deducted by us from your credit / debit card as soon as possible but in the event within 30 days of your order we will not be obliged to offer any additional compensation for suffering.

We will deliver to the address you gave us for delivery at the time you made your order. Delivery will be made as soon as possible after your order is accepted.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for the loss, damage or destruction.

We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control including without limitation, strikes, lockouts and other industrial disputes breakdown of systems or network access, flood fire explosion or accident.

If you have asked us to send fabric to a third party curtain maker upholsterer it is your responsibility to make sure the correct fabric has been received before making up commences.

Any queries regarding the measurements, meterage or length of the fabric must be drawn to our attention within 48 hours of receipt. We can only rectify mistakes on the lengths meterage of fabrics prior to the fabric being cut into. Once a fabric has been cut or altered in any way we cannot be responsible for any shortages in length.

General

All due care and attention is given to ensure that all information displayed on our website is correct and up to date. All personal information that you provide including email and postal addresses will be held securely and in the strictest confidence. It will be used to fulfill your order with us and to provide you with the best possible service.

The contract shall be governed by the Laws of England and the customer agrees to submit to the non exclusive jurisdiction of the English courts.

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you.

These terms and conditions are subject to revision without notice.