



# Eaton Square Interiors

## Terms & Conditions

Welcome to the Eaton Square Interiors website. By continuing to use this website, you are indicating that you accept these Conditions of Use. If you do not accept these Conditions of Use, you must not use this website.

Please read our privacy policy notice regarding data protection and how we use the information you give to us.

The website is intended for website users in the United Kingdom only.

By using the website, you are confirming that you are 18 years old or above.

## Definitions

In these Conditions, the following terms have the following meaning;

Conditions	These terms and conditions as set out in the website.
Consumer Sales	Sales to a person other than in his ordinary course of business.
Contract	The contract between us and you for the manufacture, sale and provision of the goods.
Delivery Address	The address set out in the Order Acknowledgement for delivery of the goods.
Delivery Date	The date the delivery is set out in the Order Acknowledgement.
Goods	The goods to be purchased by you forming the subject of the contract.
Order	The order placed by you with us for the manufacture, sale and provision of the goods.

April 2020

Eaton Square Interiors Limited  
Registered Company 12532395  
[www.eatonsquareinteriors.co.uk](http://www.eatonsquareinteriors.co.uk)



Order Acknowledgment	Our written acknowledgement and acceptance of your order.
Person	An individual, body corporate, limited liability partnership or any entity having a separate legal personality.
Price	The price for the goods as set out in the Order Acknowledgement.
"us", "we", "our"	Eaton Square Interiors Limited, Company number: 12532395
website	Our website, Eatonsquareinteriors.co.uk
You or your	The person using the website. *

\*The singular includes the plural and vice versa and words importing one gender include all genders. Headings are for ease of reference only.

## In General

These conditions of sale apply to goods supplied by Eaton Square Interiors Limited, registered at Greenacres, Chapel Lane, Westhumble, Surrey RH5 6AL. Any quotation given by us is an invitation to you to place an order with the Company only. No contract exists between you and the Company for the sale of any goods until the Company has received and accepted your order and the initial payment as cleared funds.

Amendments to the contract must be made in writing and any complaints, which may arise from work performed under any contract, must be made within 24 hours from the date of completion, unless agreed in writing to the contrary.

## The Price

We reserve the right, by giving notice in writing to you at any time prior to completion of the contract, to increase the price to reflect any increase in the cost to us in executing the contract due to any factor beyond our control (including, without limitation, any increase in the cost of labour, raw materials or overheads, currency fluctuations, any change in delivery dates, quantities or specifications for the goods arising as a result of any error or omission or changes deemed necessary by you or any delay or interruption in the contract not attributable to us).

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All prices are exclusive of VAT and similar taxes, which you shall be additionally liable to pay to us upon presentation of an invoice from us. All prices are in UK Pounds Sterling and should be paid in full in UK Pounds Sterling, by bank transfer or BACs, to our business bank account.

Unless otherwise agreed in writing the price is inclusive of packing and pallets, but exclusive of all charges and costs arising in connection with delivery of the products (including carriage and insurance). You shall be responsible for and shall in addition to the price pay to us our reasonable charges for delivery and transport and other costs incurred by us excluding works in respect of the goods.

## The Payment

### Initial deposit for cabinetry

An initial deposit payment of 50% is required. This acts to secure the delivery date and is a commitment from you, the client, to buy. At this stage your furniture will be put into production.

### Prior to installation

A second invoice for cabinetry will be sent to you, the client, for the remaining 50% balance to be paid at least 1 week before delivery. Goods will not be released to the delivery firm until the full amount has been paid and received.

**Please note:** A furniture delivery date will be confirmed once your order has been placed. If for any reason you wish to delay the delivery of your furniture, payment as per this schedule, will still be required. No deviation from these payment terms is permissible without express permission of the company. The company reserves the right to charge interest on any outstanding or overdue payments at 8% plus the current Bank of England base rate, which will be calculated on a daily basis. In the event of late or non-payment and without affecting any other rights or remedies of the company, the company shall be entitled to either suspend delivery of the goods without notice and charge interest until all amounts owing (including accrued interest) has been paid in full or terminate the contract by notice to you in writing.

## The Delivery

We shall endeavour to have the goods delivered to the delivery address on the delivery date, but time for delivery is not of the essence of the contract. We use an independent delivery company for which we are not responsible so we cannot guarantee delivery times and have no responsibility for costs incurred on site due to any delay with the delivery.

The delivery date is confirmed once all details have been agreed.

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You must ensure that there is sufficient access and flat ground to allow the goods to be unloaded from a large lorry, with tail lift. We will advise you of the minimum width required to permit the delivery lorry to enter onto your private property, but it is your responsibility to ensure that the lorry can pass between any gate posts to the delivery address, and to navigate any corners and to fit on your driveway. You must make us aware of any access restrictions or difficulties for a large lorry. The delivery will be to the nearest practical point to permit unloading. The delivery driver has complete discretion in relation to how, where and if a delivery can be made. Once the goods have been unloaded, the delivery driver will not handle the goods further, and it is your responsibility to provide sufficient labour and equipment to move the goods from the point of unloading to your designated area. If we were led to believe that unloading was practical at the delivery address, and this (in the sole discretion of the delivery driver) is not the case, you will be liable for any additional delivery charges for any redelivery or delivery to a location where unloading is practical. You must ensure that a duly authorised person is present at the delivery address at the actual time of delivery to sign for the goods.

The cost of delivery is in addition to the price and subject to VAT.

If we are not able to deliver the goods as a result of you not complying with your obligations, the goods will be retained by the driver and you will be responsible for any re-delivery or storage charges.

You may only collect your goods from a location agreed in writing with us by prior arrangement. If you arrange transportation of the goods, it is at your own risk and we will not accept claims for damage or breakages.

You are responsible for protecting your floor and home. Whilst our staff will operate with care and diligence our work entails the carrying of large pieces of cabinetry, stone and boxes from the van, through the house, to kitchens/utility rooms and other living areas. Please make sure that vulnerable surfaces and areas are adequately protected (such as carpets, marble floors etc) and all objects (particularly fragile objects) are moved (such as vases, glassware, small pieces of furniture). If you have any specific concerns, then please do discuss the delivery, in advance with us.

## The Order

It is your responsibility to check that all the details relating to your order are correct and to provide us with all relevant information relating to the environment in which the goods are intended to be used and for their delivery.

It is important that you check your measurements carefully. An order for floor or wall tiles should always include an additional 10% to allow for wastage to cover cutting, minor imperfections, as could be expected with the type of stone and finish ordered, and breakage. If you do not order enough, subsequent goods (as they are a naturally occurring product) may not be exactly the same as the original goods.

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We can provide estimates of quantities of goods but this will be based on general guidelines and the measurements which you have supplied. It is your responsibility to provide accurate measurements to ensure that the correct quantities of goods are ordered. You should therefore seek professional advice as variations in surfaces and angles may affect the quantities required. We will not be responsible for any shortfalls or surpluses and any additional delivery caused by a short measurement will incur a charge for any additional goods required and the additional delivery charge.

We require full payment (100%) for the following items; electrical appliances, Quooker taps, sinks, taps, worktops and flooring before ordering. If you wish to change the order, once the order has been placed, there is a 20% restocking/cancellation charge of the values of items for non-defective returned merchandise, which is in line with our suppliers' terms and conditions.

### **Variations in colour**

The customer will be shown a sample of a typical piece of furniture and worktop. Due to the nature of some of the timbers and worktops used there will be natural variations in colour and surface markings.

### **Storage Costs**

If the agreed delivery date is extended after confirmation of the order, the company reserves the right to make a charge for the storage of your furniture. Delays within 14 days of despatch are subject to storage fees of £100 + VAT, payable on a weekly basis.

### **Cancellation**

No contract may be cancelled by you except with our written agreement and on the terms that you shall indemnify us in full against all loss including, but not limited to, loss of profit, costs (including the costs of labour and materials used), damages and other expenses incurred by us as a result of such cancellation.

### **Warranty**

All goods supplied by the company are warranted free from defects. All goods must be inspected immediately upon delivery and any damage arising from delivery, notified to the driver. Eaton Square Interiors is pleased to guarantee all of its cabinet manufacturing and finishing techniques for five years. This warranty does not apply to any defect arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the company, failure to follow the company's instructions on aftercare or any alteration or repair carried out without the company's approval.

Customers should note that wood is a natural material. Please be aware that there is a natural

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variation of colour and grain in all timbers. Eaton Square Interiors takes great care in the selection of timber, but cannot guarantee that a small degree of shrinkage or movement will not occur. Wood is a hygroscopic material which means it will take up or let out moisture depending on the environment it is placed in. It is important to let wood products acclimatise so that it reaches its EMC (Equilibrium Moisture Content).

All of the natural materials supplied such as marble, limestone, granite and quartzite are subject to their natural markings, veins, colour variations, cracks and vents.

All thicknesses quoted are nominal and no liability is accepted for reasonable variations of whatsoever nature.

All materials supplied by Eaton Square Interiors are subject to terms and conditions. Eaton Square Interiors may sell other materials from other manufacturers but is not responsible for the care and maintenance of the material after installation.

We do not give any warranty for any material sold or bought by other suppliers or through other suppliers. The warranty on the material is given by the manufacturer of its origin itself. We will give full details of the manufacturer of the material to the client. It is the client's responsibility to give details to the manufacturer of the material in order to have a warranty issued in their name. Eaton Square Interiors is responsible for the design primarily and the project management of the supply of cabinetry.

All warranties must be registered within the requested timeframe, usually within 4 weeks of receipt – but please do check each warranty for specific time limits.

## Unpacking, Stacking & Storage

Care needs to be taken when unpacking the goods. For floor and wall tiles, the goods should always be stacked and stored vertically (on edge) but not on a hard surface as this may cause unnecessary edge chipping. We cannot be held responsible for damage which occurs after delivery or, if you decide to collect the goods, after collection.

Stone tiles may need to dry out before the installation process begins. You should ask your fitter to advise you if this is the case.

## Examination, Acceptance & Limitation or Liability

We take care to ensure that all of our goods leave us in perfect condition. If there is any obvious damage to the goods, please make a note of the damage on the delivery note. If the goods are

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deemed and proven to be damaged on delivery, by way of documentary evidence such as a photograph, we will bear the cost of re-delivery and replacement goods. Please note that you will still be required to notify us of the conditions in unpacking, stacking and storage.

### The Risk & Property

The risk of, for example, breakage, loss and damage in the goods will pass from us to you on completion of delivery or, if you decide to collect the goods, at the point of collection.

The ownership of the goods will not pass to you until we have received payment of the price in full in cleared funds.

We are not responsible for any damages caused to the material physically or accidentally by the client before or after the installation. The client is responsible for choosing the colours of the materials and its features.

### After Care & Maintenance

We can provide care and maintenance information to clients.

We are not responsible for any damage to the materials such as smear/finger/water/sealant marks, after the installation but it is the responsibility of the client to maintain the material at its best after the installation. If the water supply is hard, rather than soft, and it affects the colour of the material by leaving smear marks or any stain on the surface, then it is your responsibility to have it cleaned after the installation.

### Regular Updates

Terms and Conditions are updated, at regular intervals, depending on any changes to the terms and conditions of our suppliers.

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