



EXCLUSIVE CARPETS AND RUGS

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# SHOWROOM TERMS OF SALE FROM MAY 2020

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## 1. About us

i. We are Deirdre Dyson Carpets Ltd, company registration number 12124563 with our office and showroom at 554 Kings Road, London SW6 2DZ. Our VAT number is 334 0035 51.

ii. Intellectual Property Rights – We are the sole licensed distributor of Deirdre Dyson's registered designs and trade mark. You may not use the design or create or produce any derivative works. Nothing in these terms of business shall be deemed to grant a sub-licence to use the trade mark or designs registered to Deirdre Dyson. Any use of the registered designs or trade mark without the registration holder's explicit consent shall be actionable.

## 2. Contacting us

If you wish to contact us for any reason you can do so by e-mail at [sales@deirdredyson.com](mailto:sales@deirdredyson.com), telephone +44 (0)20 7384 4464 or post to 554 Kings Road, London SW6 2DZ. If you are a business and need to send us a formal notice in connection with this contract, please do so in writing to this address. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

## 3. About our products

Our products are handmade from natural materials. Although we make every effort to be as accurate as possible, all measurements (including dimensions, weights and capacities) have a tolerance of +/- 2% or 10mm, whichever is greater. A saturation allowance on colour matching of +/- 2% should be given for both bleached and unbleached wools and silks. Accordingly, when we create bespoke products, any descriptions, samples or illustrations are provided solely to give you an approximate idea of the products they describe. It is your responsibility to ensure that colours and sizing of products you order are suitable for their intended purpose before placing an order. We will not be responsible if any measurements or colours you provide to us subsequently turn out to be incorrect.

## 4. Placing an order in the showroom

A 50% deposit is required when placing any order for a bespoke product. This deposit will be retained by us should you decide to cancel the order. When you place an order, we will provide you with an order confirmation invoice, which confirms that we have received your order and any required deposit. Please note that no contract exists between us until we provide this order confirmation invoice. In particular, please note that we will not start to produce any bespoke products until we have received any required deposit.

## 5. Changes to these terms

We may amend these terms from time to time. Please look at the top of these terms to see when they were last amended. When you order products from us, the terms in force when you placed your order will normally continue to apply to that order until it is complete. If we need to change the terms that apply to your order then, unless the changes are in your favour, you will have the right to cancel your order if it is not yet complete. We will tell you how to do this when we make the change.

## 6. Our liability to you

If you are a consumer, we are responsible to you for loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence. We supply products to you for domestic and private use and you agree not to use the product for any commercial, business or resale purposes. If you are a business, we supply products for internal business purposes only and not for resale unless we agree otherwise in writing. We are not liable for any loss of profits, sales, business or revenue, opportunity, savings, or goodwill or for any indirect or consequential loss. Our total liability shall in no circumstances exceed the price of the products. These terms contain the entire contract between us and they extinguish any previous agreement. You should not rely on any other representation or warranty. We do not restrict our liability for death or personal injury caused by our negligence or for any other matter which cannot be restricted by law.

## 7. IMPORTANT – Sales are final

When you order bespoke products in our showroom, those sales are final. This means that we are unable to offer cancellations, refunds, replacements or credit if you decide to change your mind. However, your statutory rights are not affected, so if you believe that a product is faulty or not as described, please get in touch with us. In such cases we will refund the price of the affected products in full together with delivery charges and any reasonable costs you incur in returning the item(s) to us.

## 8. Delivery

We will contact you to arrange an estimated delivery date and to take any remaining payment for your products. Please note that delivery dates may exceed 90 days after the date of the order confirmation invoice. We will not start to deliver your products until payment has been received in full. You own the products once we have received payment in full including all applicable delivery charges. Our responsibility to deliver the products ends when the products are delivered to the address you gave us or when we hand them to a carrier organised by you to collect them from us. At that point the products will become your responsibility. If you order products for delivery overseas, your order may be subject to import duties or taxes. We have no control over these charges and you will be responsible for paying them. Please ask your local customs office for more information before placing an order if you are unsure. You must comply with all applicable laws and regulations of the country of delivery.

## 9. Pricing

The current prices of products are as quoted in the showroom. We always try to ensure that these are correct but, despite our best efforts, some items may occasionally be incorrectly priced. If this is the case in relation to any products you order, we will contact you and give you the option of purchasing the product at the correct price or cancelling your order. We are not bound to sell items at prices where an error is obvious and could reasonably be recognised as a mispricing. Prices may change from time to time but changes will not affect any orders already placed. Prices include VAT at the current rate. If VAT rates change before you have paid for your products in full we will have to adjust the VAT you pay accordingly.

Carpet prices are inclusive of standard delivery within the UK. Our standard delivery is based on a 'door-to-door' service only.

Time critical, international and any other special delivery service will be subject to additional charges to our 'standard delivery service'.

We accept VISA, MASTERCARD, MAESTRO, AMERICAN EXPRESS, Bank Transfer and cheque payments.

## 10. Events outside our control

We will not be responsible for any failure to perform, or delay in performing, any of our obligations if caused by an event outside of our control. Such events include industrial action by third parties, riot, war, terrorism, fire, storm, flood, earthquake, epidemic, natural disaster; and failure of telecommunications networks or impossibility of the use of a mode of transport. If such an event takes place, we will contact you as soon as reasonably possible. If the event lasts for more than 30 days you may cancel your contract with us – please contact [sales@deirdredyson.com](mailto:sales@deirdredyson.com) for more information.

## 11. Data protection

You can find information about how we use your personal data in our Privacy Notice which you can find on our website

## 12. Governing law

These terms are governed by English law. The courts of England and Wales will have jurisdiction to hear any disputes in connection with them. However, if you are a consumer resident in Scotland, Northern Ireland or a member state of the European Union, you may also bring proceedings in your home country.