

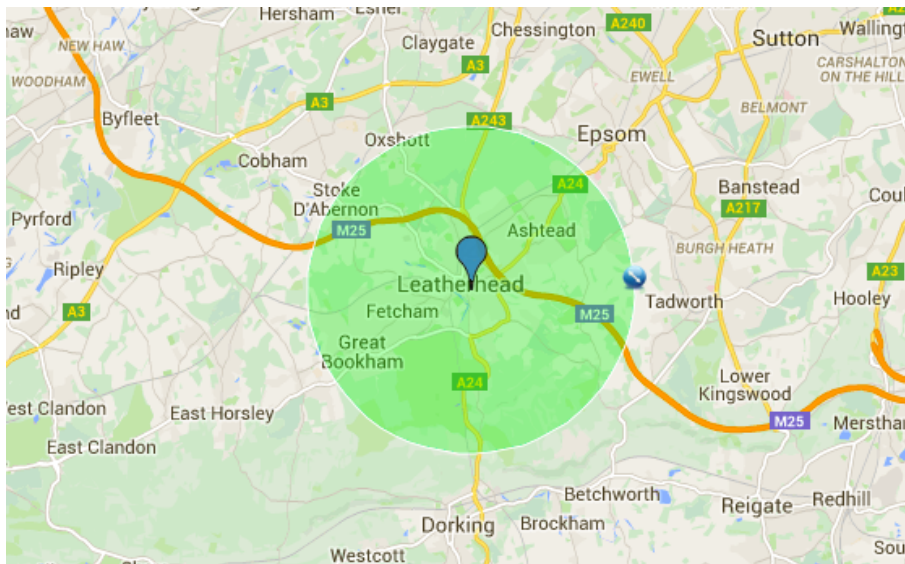
Terms and Conditions

Ethel Upholstery

This contract exists between Ethel Upholstery and the Client (whose name appears on the attached estimate). The contract will include those instructions written into the contract only.

1. Any additional instructions must be confirmed in writing 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 course of action agreed. This includes frame repairs, which are hidden by upholstery.
2. To avoid confusion telephone orders will not be accepted. Changes to orders can be accepted only in writing, or via email.
3. We will endeavour to deliver items forming part of this contract at the specified time, our obligation however, is to deliver on time providing that the materials to complete the work are available at the time of the work is to be undertaken. We will keep the client informed at all times of supply problems, or other factors, which can affect delivery times.
4. All old covers will be removed prior to upholstery, these covers will be discarded unless the client advises that they are to be returned, and this advice must be written into the order.
5. All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishings (Fire Safety) regulations 1988. All new covering fabric supplied to us will comply with the regulations with the exception of covers which contain 75% natural fibres, when it is acceptable to use a FR 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 fibre.
6. We reserve the right to a 15% surcharge for fabrics not supplied by Ethel Upholstery.
7. With regard to the client's own material: When a client supplies his/her own materials, it is their responsibility to ensure that the fabric is suitable for the purpose for which they intended to use it and that it complies with the relevant regulations in force with regard to Fire and Safety (as described in Clause 4)
8. We do our best to advise customers of the suitability of fabrics, whether supplied by us or not ,however, we can only take responsibility for materials which are supplied by us ONLY; covering fabrics supplied by the Client is at their own risk. Shortage of covering fabric supplied by the Client is the Client's responsibility and not ours.
9. Fabrics sent direct to us must have your name clearly marked on the delivery note so that we can check, on your behalf, that we have received the correct fabric.
10. Please request fabric companies to roll all fabric on tubes, with no more than one fabric per tube. One continuous length of fabric should be used unless an extra amount is taken into account for pattern matching. We will do our best to remove creases but this cannot be guaranteed.

11. Any problems with an order whether our fault or yours must be brought to our attention within seven days of receipt of the order. Thereafter charges will be made for any corrections.
12. We will not be responsible for charges if you have another company make corrections - you will still be responsible for the original bill.
13. Charges will be made for any corrections that are not our
14. We reserve the right to apply a minimum £50.00 charge to repair accidental damage not caused by us.
15. We cannot be held responsible for fabric flaws. If we cannot cut around them you will be notified.
16. Insurance Claims: We undertake all work on behalf of the client named overleaf. However, it is they who are responsible for payment of the account. In the case of Insurance Companies and Insurance work, we will undertake the work on the clear understanding that the account will be paid by the client named overleaf, when the account becomes due as described in clause 22.
17. Where work is undertaken in relation to an insurance claim, a 50% payment on acceptance of the estimate will be payable by the client, unless an agreement exists between us and the insurers to pay the account directly.
18. Rush orders will incur a surcharge of 20%
19. Carriage and delivery costs are charged at £4 per mile outside of a 3-mile radius from Ethel Upholstery at KT22 8EE.



20. Holiday cut off dates: Orders and fabrics must be received by 1st February for pre-Easter delivery and 10th October for pre-Christmas delivery.
21. Complaints will be dealt with as quickly as possible and resolution of same will be our prime objective. Complaints, which cannot be resolved through us, may be referred to The Association of Master Upholsterers and Soft Furnishers, who will arbitrate and suggest a course of action, which is acceptable to both parties. The Association may charge a fee for this service.

22. Payment terms: a 50% non-refundable payment is required for us to accept an order. The balance is due in full on delivery. Interest on overdue accounts will be charged at 1.5% per month or part thereof. Prices estimated stand for three months.
23. Delays to the programme and abortive site visits, together with any consequential expenses occurred will be chargeable.
24. A payment of 50% will form an acceptance of the terms and conditions above.
25. Payment can be made by bank transfer or by cash, cheques are not accepted.