

# TERMS AND CONDITIONS OF BUSINESS

## 1. The Company

The Recliner Factory ("Recliner Factory") is a Limited Company (Company Number 4538102) whose Registered Office is Mercury House, Kingswood Road, Hampton Lovett, Droitwich Spa, WR9 0QH. All correspondence should be addressed to The Directors at the address overleaf.

## 2. Definitions

**2.1 'Customer'** means the person(s) agreeing to buy goods from The Recliner Factory.

**2.2 'Goods'** shall mean items specified overleaf which the Customer has agreed to purchase from The Recliner Factory.

**2.3 'Price'** shall mean the cost of the items to the Customer but does not include carriage, packing, insurance or VAT unless specifically stated overleaf.

**2.4 'Delivery Date'** means the date specified by The Recliner Factory to deliver the goods.

**2.5 'Conditions'** means the terms and conditions set out herein and overleaf.

**2.6 'VAT'** shall mean Value Added Tax at the rate prevailing on the date overleaf.

## 3. The Contract

**3.1** These Conditions are intended to form a legally binding agreement between you (the Customer) and The Recliner Factory.

**3.2** These Conditions are intended to apply to all contracts for the sale of goods between The Recliner Factory and the Customer.

**3.3** The Customer agrees that all orders for the sale of goods set out overleaf are offers to enter into an agreement to buy those goods in accordance with these Conditions.

**3.4** These Conditions are intended to form the agreement between us. Variations to this agreement may only be made by parties named overleaf (who are part of the contract) and with the written agreement of The Recliner Factory. This does not affect the Customer's statutory rights.

**3.5** Where additional Conditions are agreed between The Recliner Factory and its Customers then it is in the interests of both parties that these are set out in writing. Whilst The Recliner Factory will usually remain bound by its agents' agreement to vary these Conditions, The Recliner Factory normally requires variations to these Conditions to be in writing.

## 4. Price and Payment

**4.1** The Price payable by the Customer shall be that set out in The Recliner Factory's published price list at the date of agreement. VAT is included in the list prices and will be payable on all orders unless a VAT Zero Rating Form is completed and signed.

**4.2** The Customer shall make payment of the Price together with VAT due on the Delivery Date. The Recliner Factory reserves the right not to make Delivery of the goods unless the Price and VAT have been paid.

**4.3** The Recliner Factory reserves the right to charge interest on any overdue payments at the rate of 1% above the base rate of Barclays Bank PLC then obtaining, provided that this shall not entitle the Customer to delay payment for any reason whatsoever. Interest shall fall due at this rate until payment of any outstanding balance.

## 5. The Goods

The Recliner Factory reserves the right to make such changes or alterations to the Specification of the Goods from time to time as shall be required to comply with any applicable safety or statutory standards or requirements or which do not materially affect the quality or fitness for purpose of the Goods. This shall not affect the Price to be paid by the Customer.

## 6. Warranties and Liabilities

**6.1** The Recliner Factory will guarantee that the Goods will be free from defects in materials and workmanship for a period of 1 year from the date of delivery unless specified otherwise. Where any additional Goods or services are supplied and described as 'optional extras' The Recliner Factory will provide a guarantee for 1 year from the date of delivery. This does not affect the Customer's statutory rights.

**6.2** The Recliner Factory accepts no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow The Recliner Factory's instructions (either given orally or in writing), misuse, alteration or repair of the Goods without The Recliner Factory's written approval.

**6.3** Except where Goods are faulty, The Recliner Factory will not be responsible for any guarantee in accordance with this Clause unless payment in full has been made by the Customer.

**6.4** The Recliner Factory suggests that the Customer inspects the Goods promptly after Delivery and notifies The Recliner Factory in writing of any fault or defect in the Goods.

**6.5** No representation is made that The Recliner Factory's Goods provide any particular medical or health benefit to the Customer.

## 7. Delivery of the Goods

**7.1** The Recliner Factory shall deliver the Goods to the Customer's address on the Delivery Date and at the time specified by The Recliner Factory.

**7.2** The Recliner Factory will advise the Customer of the Delivery Date but time shall not be critical in this agreement unless it is clearly expressed on the agreement. The Recliner Factory shall be obliged to make delivery in a reasonable time subject to availability of Goods.

**7.3** The Customer agrees that (s)he will make all arrangements necessary to take delivery of the Goods when they are tendered for delivery as notified by The Recliner Factory.

**7.4** The charge for delivery is incorporated in the Price agreed overleaf provided that delivery can be concluded in one visit. If after agreeing a delivery date with The Recliner Factory access is denied for the delivery of the Goods and/or a Customer requires a second visit a claim for any abortive labour and transport costs may be made.

## 8. Risk and Property

**8.1** The Customer shall be responsible for damage to, or loss of, the Goods once they are delivered to the Customer and are in the possession of the Customer and/or in the Customer's control.

**8.2** The Recliner Factory shall retain legal ownership of all Goods supplied even where risk has already passed to the Customer until The Recliner Factory has received all monies due. However the Customer should consider insuring the Goods until ownership is transferred.

## 9. Customer's Remedies

**9.1** Where the Customer has accepted and inspected Goods in accordance with this agreement then except for faulty or defective goods, The Recliner Factory shall be treated as having performed its obligations to the Customer as set out in these Conditions.

**9.2** The Recliner Factory shall have no responsibility for late delivery provided that it is within a reasonable time of this agreement. The Recliner Factory shall not be responsible for short delivery of items (eg headboards) which do not substantially affect its performance of this agreement.

## 10. English Law

This agreement shall be governed and interpreted in accordance with English Law. In the unlikely event of any dispute arising, then the English Courts shall have jurisdiction over the same.

## 11. Notice of Cancellation Rights

**11.1** The Customer has no cancellation rights unless the Non-Bespoke Product box has been ticked.

**11.2** If the Non-Bespoke Product box has been ticked the Customer shall be entitled to cancel this agreement within 14 days (Calendar Days) of the day after delivery. To exercise this right, the Customer must notify The Company initially by telephone and in writing either by email to: [csc@reclinerfactory.com](mailto:csc@reclinerfactory.com) or by post to the address overleaf.

**11.3** Where goods have been cancelled The Company will send an Installation Team to the Customer's premises to collect the goods at a mutually convenient time. This will be within 14 days of the receipt of confirmation of the Customer's cancellation and subject to a collection charge of £120.00.

**11.4** The Company will reimburse the Customer any monies due within 14 days from the day we collect the goods. The Company will reimburse by the same method it received payment unless expressly agreed otherwise.

**11.5** The Company has the right to deduct an amount (up to the full value of the goods) from the reimbursement (or charge a consumer) if the value of the goods has been diminished by handling them beyond what is necessary to establish their nature, characteristics and function, that is, where a consumer has handled the goods in a way that is beyond what might reasonably be allowed in a shop. In the event that the goods have been used The Company also has the right to deduct an amount (up to the full value of the goods) for devaluation of the goods due to hygiene reasons.

## CUSTOMER INFORMATION

Please call our helpline free on 0800 988 2898 if you have a query or problem with your purchase and we will try to assist you.