

Conditions of Sale

Nicholas Harris Interiors Ltd
Our registered office:
19 Foreland Heights, North Foreland Road, Broadstairs, Kent CT10 3FU
Company registration No 2936965 registered in England
VAT No 624 7411 52

General –

All orders placed with Nicholas Harris Interiors Ltd are subject to the terms and conditions below.

The Seller is Nicholas Harris Interiors Ltd to whom all payments become due for goods and services provided.

The Purchaser is the individual, firm or limited company from whom an order has been accepted and who becomes responsible for payment of all goods and services provided.

The Price is to be paid as specified in the quotation and a part payment is to be made by the purchaser and accepted by the seller on placement of the order.

The Contract is established when the seller accepts the order.

No variation, waiver or addition to any terms or conditions put forward by the purchaser shall have any effect unless and until authorised in writing by the seller.

The seller shall have no liability whatsoever for any failure to perform, or for any delays in the performance of any of its obligations arising wholly or in part by reason of any factor beyond it's direct control.

All contracts between the seller and the purchaser shall in all respects be governed by law and all disputes which may arise out of or in connection with these conditions or any contract between the sellers and the purchasers or any goods supplied or to be supplied under any contract shall be subject to the jurisdiction of the courts.

Orders and payment –

Any items that are ordered, made or modified to meet the purchaser's order *may not be cancelled* and the purchaser will be liable for the full cost of the product.

In the event of non-payment being made by the purchaser at the due date, the seller reserves the right to withhold delivery until payment can be made. The seller also has the right to charge an additional delivery cost all of which the purchaser agrees to pay.

The goods shall be at the risk of the purchaser following delivery. Title in the goods shall not pass to the purchaser until the purchaser has made payment of all sums owing to the seller. Until such time as title in the goods passes to the purchaser the seller shall have the right to repossess or otherwise recover the goods.

Delivery –

Any time or date quoted by the seller for delivery or collection of all or any of the goods or services is an estimate only, and the seller shall not be liable for any failure to meet any such estimate, nor for any loss financial or otherwise resulting directly or indirectly there from. Please bear this in mind when you are booking your fitters.

If the seller is unable to affect delivery on arrival at the purchaser’s premises for any reason whatsoever, an additional charge for any return or subsequent visit will be made.

The purchaser is under a duty wherever possible to examine goods on delivery or collection. However, when this is not possible the carriers note must be signed by the purchaser and marked “not examined”.

The seller must be notified in writing within 3 working days of any defects, shortages or visible damage. Non visible damage must be reported within a reasonable time scale.

A site survey form will need to be completed prior to delivery in order to ensure that the delivery can be completed satisfactorily. Good access is required for large lorries; if this is not possible then you must let us know so that we can make alternative arrangements.

Back orders –

If your item is not in stock we will back order it for you, unless you advise us otherwise.

Returns -

Goods once delivered may not be returned unless authorisation has been given in advance in writing by the seller and the following conditions satisfied:

- a) Goods will only be accepted if they are in a brand new and unused condition
- b) Packaged items must be in their original packaging which must be in reasonable condition
- c) Goods must be returned within an agreed time scale from the date of delivery or collection
- d) Where goods are returned by agreement a restocking charge may apply

Guarantees/Warranties –

All of our products are new and fully guaranteed by the manufacturer and the manufacturers are responsible for the guarantees. The seller shall not be liable for any claim relating to any breach of warranty, expressed or implied. The purchaser is responsible for ensuring goods are fit for the purpose for which they wish to use them.

Signed by purchaser.....Print name.....

Signed by seller.....Print name.....

Date of order.....Deposit due.....