

Terms and Conditions of sale

All references to “we”, “us” and “our” in this document shall be deemed to references to Kolaris Design Ltd. Any reference to “The Company” shall be referring to Kolaris Design Ltd. “Client” and “you” refers to any person or company using the services of Kolaris Design Ltd. Singular shall be taken to also mean plural and vice versa.

The website www.kolaris.co.uk is the intellectual property of Kolaris Design Ltd. The contents and copyright are held by The Company. Any reproduction of images and contents without the prior consent of The Company is strictly forbidden.

Please read these Terms and Conditions carefully prior to placing your order with Kolaris Design Ltd. Acceptance of your order will be on the understanding that you have read, fully understood and agreed to these Terms and Conditions.

OUR QUOTATION

Our fee proposal will be prepared based on agreement between yourself and our designers and is valid for one month from the date of issue. Your written acceptance (email is acceptable) is required before commencement of services. Our fee proposals clearly state the points at which our fees will be invoiced. Should the Client wish to withdraw from the project we would invoice for the full fee payment of the phase of the project which we have commenced.

INTELLECTUAL PROPERTY IN MATERIALS

All materials generated by us, for example but not limited to, scheme designs, plans, technical drawings and images remain the exclusive property of The Company. The Client hereby grants The Company perpetual and royalty-free use of such materials for the promotion of its business.

CHANGES AND VARIATIONS

In the event that any changes or variations to an agreed scope of works or product order are made, then the following procedure must be adopted:

- You will notify us in writing (or email) if you require any changes. We will use all reasonable endeavours to accommodate these. If we cannot, the original will be adhered to. Any changes or variations instructed directly to any contractor or supplier will fall outside of the contract.
- We will notify you of the costings for any changes or variations and will require your written agreement to these changes.

YOUR ORDER

If you choose to accept our quotation the goods will be placed on order upon receipt of your funds. If there are any aspects of this quotation that are unclear to you, they should be raised prior to acceptance. Although every effort is made by us to ensure recommended components are suitable, it is your responsibility to check with us that all details of your order are in accordance with your requirements.

SPECIFICATION AND COLOUR

All images sent by email and shown to you and samples provided are for guidance only and exact shades of wood, fabrics and other natural products cannot be guaranteed. For example, wood is a natural product and therefore slight movement and variation in colour and grain can occur. Samples should be regarded as approximate representation only. All fabrics are susceptible to fading if exposed to strong or natural light for prolonged periods. Silk, for example, by its nature, is particularly susceptible and will fade if exposed to strong direct natural or artificial light for prolonged periods and therefore light proof linings should be requested. We are unable to accept liability for fading. We would also draw your attention to the fact that where fabrics are subject to variations in atmospheric conditions, shrinkage and/or dropping may occur in situ for which we cannot be held responsible.

CUSTOM ITEMS

When ordering a bespoke piece of furniture the Client agrees to pay the full value of the item at the point of ordering. Only once this has been received as cleared funds can we order the item. We cannot accept the return of custom items for reason other than damage or not matching the agreed description. When ordering a custom item we will provide an estimate of the time to delivery. We do not guarantee this estimate as many factors can affect the time it takes to manufacture and transport the furniture. We accept no responsibility for delays in the manufacture of a custom item. All lead times stated on pro forma's for custom pieces start from receipt of final technical drawings and custom finish sample approval. This approval must be in writing. It is the responsibility of the Client to check the technical drawings provided by The Company for approval. The Company is not responsible for any discrepancies when goods are delivered unless faulty.

PRICING

All prices are quoted in sterling and are excluding VAT at the relevant rate unless otherwise stated. All prices quoted are the Recommended Retail Price (RRP) where RRP exists. Where no RRP exists then the price is the trade price plus commission. A trade price is defined as one which is not available to a retail Client and only available to a trade business.

THIRD PARTY SUPPLIERS

Where our Clients choose to pay suppliers/tradesmen directly rather than through us their contact is directly with that supplier. The Company will undertake to aid the resolution of any problems/disputes arising but can not be held responsible for them. The Company is not responsible for forming any contractual relationship on behalf of the Client.

COMPLAINTS

In order to assist us in providing an excellent service and to avoid ambiguous situations we ask that all grievances, damage, or short deliveries be reported within 48 hours of receiving delivery. After this time we cannot be held responsible for any product found to be damaged or missing.

DISPUTE RESOLUTION

The Law of England and Wales is the applicable law. If either party requires that any dispute or difference shall be referred to arbitration in accordance with this agreement then the requiring party shall give notice to the other to such effect and the dispute or difference is to the referred to arbitration in accordance with this agreement. The final decision of a person to be agreed between the parties or failing agreement within fourteen days of the date on which the Notice of served, a person appointed by a responsible officer on the application of either party.

EXCLUSION LIABILITY

The Company exclude all liability and responsibility for any uninsured loss or damage that may result to you or a third party in connection with the supply and installation of goods. Where warehousing and delivery services are agreed to as part of a project, The Company can not be held responsible for any losses or damages sustained to goods while they are under the care of third parties or during delivery. The Company shall not be liable for any unforeseeable loss or damages arising from the provision (or non-provision) of the Services, including loss of profit or consequential loss or damage.

EXCUSABLE DELAYS

Force Majeure; civil war, insurrection or riots, fires, floods, explosions, earthquakes or serious accidents, epidemics or the quarantine restrictions, all acts of government or any other civil or military authorities, regulations or orders affecting materials, facilities or equipment necessary for completion of the product, strikes, labour problems causing shutdown, slowdown or interruption of work. Delays caused by late shipments due to weather, port congestion or overcrowding of vessels do occur. We do not accept liability for delays which are wholly outside our control.

