## **Terms and Conditions-Domestic Upholstery**

- The Contract shall exist between ourselves (Chameleon Upholstery) hereafter known as 'we' 'us' 'our' 'ours' and the customer.
- The contract will include those instructions written into the contract only.
- 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 was
  provided, will be advised to the customer on discovery, and a course of action agreed. This includes frame
  repairs, which are hidden by upholstery.
- 2. We 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 the work is to be undertaken. We will keep the customer informed at all times of supply problems, or other factors, which can affect delivery times.
- All old covers will be removed prior to upholstery, these covers will be discarded unless the customer advises before collection, that they are to be returned, and this advice must be written into the order (email confirmation is fine).
- 4. 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 by us will comply with the regulations with the exception of covers which contain >75% natural fibres, when it is acceptable to use an 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 cover. Where fabric does not inherently meet domestic fire regulations, it may incur an additional cost for treatment.
- 5. We reserve the right to apply cutting/handling fee for using customer's own material.
- 6. If the customer is supplying the visible cover fabric, it must be suitable for its intended purpose whether fixed upholstery or cushions. We advise the customer to ensure that the fabric meets the Furniture and Furnishings (Fire) (Safety) Regulations 1988 and accept no responsibility for this nor do we give any guarantee on customer's own fabrics.
- 7. We will 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 ourselves ONLY; covering fabric supplied by the customer is at their own risk. Shortage of covering fabric supplied by the customer is the customer's responsibility and not ours.
- 8. Decisions regarding pattern matching and choices of materials are to be confirmed before work commences.

  There can be no changes once work has begun. Printed and woven fabrics: Where printed and woven fabrics will not pattern match accurately we will inform you for further instructions prior to beginning the work.
- 9. Fabrics sent direct to us must have the customer's name clearly marked on the delivery note so 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.
- 11. We cannot be held responsible for fabric flaws. If we cannot cut around them you will be notified.
- 12. Any problems with an order, whether the customer's fault or ours, must be brought to our attention within seven days of receipt of the order. There after charges will be made for any corrections. We will not be held responsible for charges if you have another company make corrections you will still be responsible for the original bill. Charges will be made to corrections that are not our fault.
- 13. We reserve the right to apply a minimum of £50.00 call-out charge to assess accidental damage not caused by ourselves following delivery of completed work within one month.
- 14. Insurance Claims: We undertake all work on behalf of the customer. However, it is they who are responsible for the 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 customer, when the account becomes due as described in clause 19.
- 15. Rush orders (where possible) will incur a surcharge of 20%.
- 16. Carriage charges are extra according to the fabric companies set fee, we will apply this to the estimate so there are to be no hidden charges.
- 17. Holiday cut off dates: Orders of fabrics must be received by the first Monday in December for pre-Christmas Delivery (where in stock).
- 18. Complaints will be dealt with as quickly as possible and successful resolution of the same will be our prime objective. Complaints, which cannot be resolved by ourselves may be referred to The Association of Master Upholsterers, who will arbitrate and suggest a course of action, which is acceptable to both parties. The Association may charge a fee for this service of which the customer will be liable for until an outcome is reached.
- 19. Payment terms: A minimum non-refundable payment is required for us to accept an order. The balance is due before delivery. Interest on overdue accounts will be charged at 1% per month or part thereof. Prices quoted are valid until the date stated on your QuickBooks quotation.
- 20. Our labour and materials are guaranteed for 12 months. If the customer has supplied their own materials. In this case, the customer must be aware that this guarantees our labour only. Our guarantee does not cover wear and tear. We cannot be responsible for accidental damage caused by clothing/children/pets etc.
- 21. A minimum non-refundable payment on acceptance of quotation will form a consensual agreement to the terms and conditions.
- 22. We will be VAT registered from 1<sup>st</sup> May 2022. Where deposits for future work have been paid, with the exception of expired quotes, the quote will be honoured and we will pay the VAT. Any quotations given from 30<sup>th</sup> March onwards will indicate VAT has been added (30<sup>th</sup> March 2022-1<sup>st</sup> May 2022) or will itemise it separately (From 1<sup>st</sup> May 2022).

- 23. Cancellation Policy: You have the right to cancel the contract providing you give us at least 4 weeks' notice.

  Deposits are non-refundable but any fabrics purchased already are the property of the customer and can be collected from us by appointment.
- 24. Fabric sales: See https://www.chameleonfabrics.co.uk for information on returns policy.