Terms and Conditions-Contract 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 80% 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. All fabrics for contract upholstery must be treated to Crib 5 or Crib 7 specifications. Where the fabric does not inherently meet contract fire regulations, there is an additional cost per metre set by the individual fabric company.
- 5. 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.
- 6. 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.
- 7. We cannot be held responsible for fabric flaws. If we cannot cut around them you will be notified.
- 8. 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.

- 9. 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.
- 10. 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.
- 11. Rush orders (where possible) will incur a surcharge of 20%.
- 12. 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.
- 13. Holiday cut off dates: Orders of fabrics must be received by the second Monday in December for pre-Christmas Delivery (where in stock).
- 14. 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.
- 15. Payment terms: A minimum 50% non-refundable payment is required for us to accept an order. The balance is due on 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.
- 16. Our labour and materials are guaranteed for 12 months unless 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.
- 17. A minimum payment of 50% on acceptance of quotation will form a consensual agreement to the terms and conditions above.
- 18. VAT. We will be VAT registered from 1st 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 30th March onwards will indicate VAT has been added (30th March 2022-1st May 2022) or will itemise it separately (From 1st May 2022).
- 19. 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.
- 20. Fabric sales: See https://www.chameleonfabrics.co.uk for information on returns policy.