

TERMS AND CONDITIONS OF SALE

NOTICE OF RIGHT TO CANCEL CONTRACT

Traders Name: My Sofa Covers Limited

Traders email address: sales@mysofacovers.com **Traders address:** 44 Rose Lane, Norwich, Norfolk, NR1 1PN

You have the right to cancel the contract if you so wish and that right can be exercised by delivering or sending (including by electronic email) a cancellation notice in writing of the right to cancel the contract to the trader any time within a period of 14 days, starting with the date of the deposit invoice. Cancellation should be communicated in writing or by email to the company. Notice of cancellation is deemed to be served as soon as it is sent to the trader, or in the case of an electronic communication, on the day it is sent to the trader. A cancellation notice is attached to the bottom of these conditions and can be used by you, if you so wish.

If you wish for work to start on the contract before the cancellation period expires, you should notify us in writing. However, if you decide to cancel within the cancellation period following such notice then we may request reasonable payments from you for work carried out prior to your cancellation.

1. Interpretation

In these Conditions:

"Conditions" These standard conditions of sale (as amended from time to time) including any special conditions agreed in writing by us;

"Contract" The Conditions and the Order;

"Goods" The Goods (or any part of them) set out in the Order

"Order" Your order for the Goods and/or services as set out overleaf

"Services" The services that we are providing to you as set out in the Order.

2. Basis of the sale

2.1 The invoice will contain all information about the goods and/or services the company is to supply and sets out the whole agreement between you and us for the sale of the goods and/or supply of the services.

2.2 Making payment will be considered entering into a contract with us for the goods and/or services detailed on the invoice. Please check that all aspects of the invoice are complete and accurate before making payment. If you think that there is a mistake in the Order or these Conditions, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents. Please ensure that you read and understand these Conditions before making payment and accepting the Order, because you will be bound by them once a contract comes into existence between us in accordance with Condition 2.2 below.

2.3 These conditions shall become binding on both parties and a contract shall come into existence when an order placed by you is accepted by us, and any required deposit is paid in full by you.

2.4 Any samples, drawings, description or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Goods and/or Services they describe. They do not form part of the contract.

2.5 If any of these Conditions are inconsistent, with any condition of the Order, the Order shall prevail.

3. Orders and cancellation

3.1 We reserve the right to make any changes to the specification of the Goods and/or Services which are required to conform with any applicable statutory or EU requirement or, where they are to be supplied to our specification, provided such changes do not significantly affect their quality or appearance.

3.2 You have the right to cancel the Contract as set out in the Notice of the Right to Cancel above. If you cancel within the cancellation period then we shall refund any amounts that you have paid to us as at the date of cancellation. However, if you have requested us in writing to commence performance of the Contract within the cancellation period, then you will be liable to us for the costs that we reasonably incur in fulfilling the Order if you subsequently cancel it. You shall have no right to cancel the order after expiry of the cancellation period. If the order is cancelled once the fabric has been ordered to customers specification the deposit payment will be withheld to cover costs.

3.3 Whilst every effort will be made by us to ensure that dye colours match any sample shown to you, perfect matching cannot be guaranteed.

4. Price and payment

4.1 The price of the Goods and/or services shall be our quoted price (which shall be valid for 28 days from the date the quote was given).

4.2 The price is inclusive of applicable VAT. If the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay unless you have already paid for the Order in full before the change of VAT takes effect.

4.3 You are required to pay a deposit for the price of the Goods and/or Services when placing an Order with us. The balance of the price shall be paid by you before delivery of the Goods. Payment may be made by credit/debit card or bank transfer.

4.4 If you do not make full payment to us in cleared funds, we may charge interest on the overdue amount at a rate of 2% per annum above the Bank of England base rate from time to time. This interest shall accrue daily until payment in full is made.

4.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time we may cancel or suspend any other outstanding orders until you have paid the outstanding amount.

5. Delivery and lead times

5.1 Lead times for delivery of goods can vary depending on different circumstances, including the time of year, during sales periods and the size of your Order. We shall wherever possible give an accurate estimate for lead times upon placing the order. Delivery of the Goods shall be completed on arrival at the delivery address or upon being placed in storage in accordance with clause 5.3. We will take reasonable steps to meet the delivery date of the Goods and/or services set out on the Order or as otherwise agreed by us. However, occasionally delivery of Goods or the completion of Services may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date for the goods with you or will complete the Services as soon as possible.

5.2 If we fail to deliver the Goods and/or Services for any reason other than any cause beyond our control or fault, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods and/or services to replace those not delivered and/or performed less the price of the Goods and/or Services.

5.3 If you fail to take delivery of the Order at the time stated for delivery or fail to give us adequate delivery instructions (in either case otherwise than by reason of any cause beyond your control or our fault) then we may store the Goods until actual delivery, and charge you a reasonable sum to cover expenses (including insurance). We shall have no liability to you for late delivery in such circumstances.

5.4 If you have not taken delivery of the Goods within 6 weeks of us notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods, and after deducting reasonable storage and selling costs pay you for any excess over the price of the Goods charge you for any shortfall below their price.

6. Risk and property

The Goods will be your responsibility from time of delivery. Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods and all other goods supplied to you for which payment is due.

7. Warranties and liabilities

7.1 We warrant that on delivery, and for a period of 24 months from the date of delivery, the Goods will correspond with their specification, be free from material defects in design, material and workmanship, and be of satisfactory quality.

7.2 Unless we are prevented from doing so by an event beyond our reasonable control, we will provide services which conform in all material respects with

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their description, carried out with reasonable care and skill, are free from material defects and design material workmanship and are fit for any purpose we say the Services are fit for.

- 7.3 The warranties in Conditions 7.1 and 7.2 are in addition to your legal rights in relation to goods and/or services which are faulty or not carried out with reasonable care, or which otherwise do not conform with these conditions. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards Office.
- 7.4 The warranty in Condition 7.1 does not apply to any defect arising from fair wear and tear, wilful damage, negligence or misuse or substantial alteration of the Goods by you or any third party without our approval.
- 7.5 We shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the due date for payment.
- 7.6 In the unlikely event that the Goods and/or Services do not conform with these Conditions, please let us know as soon as possible after delivery. Once we have checked that the Goods and/or Services are faulty or not carried out with reasonable care, we will either, replace the Goods and/or re-perform the Services, repair the Goods or provide you with a full or partial refund.
- 7.7 Subject to Condition 7.8, if either of us fails to comply with these conditions, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Conditions, or for claims for foreseeable damage to your physical property (provided caused by our negligence).
- 7.8 This condition does not include or limit our liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation, or any

breach of the obligations implied by section 12 of the sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or losses for which it is prohibited by section 7 of the Consumer Protection Act 1987.

- 7.9 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these conditions that is caused by events outside our control. Our obligations under these Conditions are suspended or the period that such an event continues and we will have an extension of time to perform our obligations for the duration of that period. We will take reasonable steps to bring the event to a close or define a solution by which our obligations under these Conditions can be performed despite the event.
- 8. General**
- 8.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 8.2 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 8.4 Any person who is not a party to these conditions shall have no rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 8.5 The Contract shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.

CANCELLATION NOTICE

If you wish to cancel the contract you MUST DO SO IN WRITING and deliver personally or send (which may be by electronic mail) to the company below. You may use this form if you wish to but you do not have to. (complete, detach and return this form ONLY IF YOU WISH TO CANCEL THE CONTRACT).

To My Sofa Covers Limited, 44 Rose lane, Norwich, NR1 1PN

I/We (delete as appropriate) hereby given notice that I/WE wish to cancel my/our contract(Contract/order reference)

Signed Date Name and address.....

MY Sofa Covers Limited

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