

TERMS AND CONDITIONS

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 01384 347157.

Application

1. These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**) Tim Clarke trading as TC Upholstery of Unit 20 Delph Road Industrial Estate, Delph Road, Brierley Hill, West Midlands, DY5 2UA with email address info@tcupholstery.co.uk; telephone number 01384 347157 (the **Supplier** or **us** or **we**).
2. These are the Terms on which we sell all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods;
5. **Delivery Location** means the Supplier's premises or other location where the Goods are to be supplied, as set out in the Order;
6. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
7. **Order** means the Customer's order for the Goods from the Supplier as set out overleaf

Goods

8. The description of the Goods is as set out in our website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies in colour or size.
9. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.

Basis of Sale

10. The description of the Goods in our website, catalogues, brochures or other form of advertisement does not constitute a contractual offer to sell the Goods.
11. When an Order has been made, we can reject it for any reason, although we will try to tell you the reason without delay.
12. A Contract will be formed for the Goods ordered, only upon the Supplier's written acceptance of the Order or if earlier, the Supplier's delivery of the Goods to the Customer.
13. Any quotation is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
14. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
15. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer where we, the Supplier and you the Customer, enter the Contract at any of the Supplier's business premises, and where the Contract is not a contract (i) for which an offer was made by the Customer in the Supplier's and the Customer's simultaneous physical presence away from those premises, or (ii) made immediately after the Customer was personally and individually addressed in the Supplier's and the Customer's simultaneous physical presence away from those premises. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate to you and which might, in some way, be better for you, eg by giving cancellation rights pursuant to consumer protection law. Business premises means immovable retail premises where we carry on business on a permanent basis or, in the case of movable retail premises, on a usual basis.

Price and Payment

16. The price of the Goods and any additional delivery or other charges for the Goods, and the total price of them and the charges, is that set out in our price list current at the date we accepted the Order or such other price as we may agree in writing.
17. Prices and charges include VAT at the rate applicable at the time of the Order.
18. Payment for Goods must be made at least 1 day in advance of delivery. You must pay in cash or by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

Delivery

19. We will deliver the Goods to the Delivery Location by the time agreed by both parties
20. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

Risk and Title

21. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
22. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

Withdrawal

23. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

Conformity and Guarantee

24. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
25. Upon delivery, the Goods will:
 - a. be of satisfactory quality
 - b. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - c. conform to their description.
26. It is not a failure to conform if the failure has its origin in your materials.
27. We will immediately, or within a reasonable time, give you the benefit of the free guarantee given by the manufacturer of the Goods. Details of the guarantee, including the name and address of the manufacturer, the duration and territorial scope of the guarantee, are set out in the manufacturer's guarantee provided with the Goods. This guarantee will take effect at the time the Goods are delivered, and will not reduce your legal rights.

Privacy

28. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
29. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website.
30. For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
31. We are a Data Controller of the Personal Data we Process in providing the Goods to you.
32. Where you supply Personal Data to us so we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
33. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following e-mail address: lisa@tcupholstery.co.uk.

