

TERMS & CONDITIONS

You can request a copy or view a full copy of the terms online

The customer's attention is drawn in particular to the provisions of clause 8.

1. INTERPRETATION 1.1 The definitions in this clause apply in the terms and conditions set out in this document: **Force Majeure Event:** shall have the meaning given in clause 9. **Goods:** the products that we are selling to you as set out in the Order. **Order:** your order for the Goods. **Order Confirmation:** shall have the meaning set out in clause 2.5. **Specials:** Goods that are bespoke and made specifically for your requirements. **Terms:** the terms and conditions set out in this document. **Writing:** or written includes faxes and e-mail. **1.2** Headings do not affect the interpretation of these terms.

2. BASIS OF SALE 2.1 We consider that these Terms, the Order set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think there is a mistake or omission in these documents, please contact us immediately. Any changes to the specification of the Goods or other variation to the Terms or Order that you agree with our authorised employees and agents will be only be binding if recorded in writing. We only accept responsibility for statements and representations by our authorised employees and agents that are made in writing. Please ensure that you read and understand these Terms before you sign the Order, because you will be bound by them once a contract comes into existence between us in accordance with clause 2.5. **2.2** Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Goods they describe. **2.3** If any of these Terms are inconsistent with any term of the Order, the Order shall prevail. **2.4** The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion. **2.5** These Terms shall become binding on you and us when: (a) we issue you with written acceptance of an Order (Order Confirmation); or (b) we notify you that the Goods are ready, whichever is the earlier, at which point a contract shall come into existence between us. **2.6** Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period. **2.7** We shall assign an order number to the Order and inform you of it in the Order Confirmation. Please quote the order number in all subsequent correspondence with us relating to the Order. **2.8** You may at any time before the Goods are manufactured amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order. Until we receive your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it. **2.9** Please be aware that any Order for Specials cannot be cancelled, unless we are in breach of our obligations under these Terms to you, as Specials are manufactured to your individual requirements. **2.10** We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

3. THE GOODS 3.1 We warrant that on delivery, the Goods shall: (a) conform in all material respects with the manufacturer's specification subject to any qualification or representation contained in our brochures, advertisements or any other documents; (b) be of satisfactory quality; (c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods; (d) be free from material defects in design, material and workmanship; and (e) comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom. **3.2** This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office. **3.3** This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, or any alteration or repair you carry out without our prior written approval. **3.4** We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition. **3.5** These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

4. DEFECTIVE GOODS AND RETURNS 4.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as practically possible. We will collect the Goods on a date agreed between us and once we have checked that the Goods are faulty, we will: (a) provide you with a full or partial refund; (b) replace the Goods; or (c) repair the Goods. **4.2** These Terms will apply to any repaired or replacement Goods we supply to you. **4.3** If you are unhappy with the Goods for any other reason, you must contact us within [seven] days of delivery. As the Goods are made to order and delivered and installed for you, it will be necessary to deduct our reasonable costs in collecting the Goods from any refund made to you. Our hourly rate for installation and delivery is £35. This hourly rate shall be applied for the whole of our journey time to and from your premises and the time spent dismantling the Goods. **4.4** If the Goods ordered are Specials and you are unhappy with them, the procedure in clause 4.3 above shall apply. However as Specials are made specifically for your requirements, we may have difficulty in reselling them which may result in a loss to us. Any refund you receive will therefore be dependent on our ability to resell the Specials ordered. If and when we do sell the Specials, only at this point will you receive a refund. The refund shall be the amount we receive for the Specials less our costs described in clause 4.3 above and any other reasonable losses and costs we incur as a result of your cancellation of the Contract.

5. DELIVERY 5.1 We will deliver the Goods to you within seven calendar days of the date on which we notify you that they are ready. **5.2** Delivery of the Order shall be completed when we deliver the Goods to you. **5.3** You must ensure that your premises are cleared in order for us to deliver and install your Goods. In the event that your premises are not cleared we reserve the right to make a reasonable charge for our waiting time which is currently £35 per hour. **5.4** We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us in writing. However, occasionally delivery 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 with you. **5.5** If you fail to take delivery of an Order, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control: (a) we will store the Goods until delivery takes place and may charge you a reasonable sum [currently £10.00 a day] to cover expenses [and insurance]. (b) we shall have no liability to you for late delivery. **5.6** If you have not taken delivery of the Goods within two

weeks of our 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 or charge you for any shortfall below their price. **5.7** If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

6. TITLE AND RISK 6.1 The Goods will be your responsibility from the time of delivery. **6.2** Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

7. PRICE AND PAYMENT 7.1 The price of the Goods will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing. **7.2** These prices exclusive VAT. However, 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 Goods in full before the change in the rate of VAT takes effect. **7.3** It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Goods to you at the incorrect (lower) price. **7.4** Payment for all Goods must be made in accordance with the payment terms provided on the Order Confirmation. **7.5** If you do not make any payment due to us by the due date for payment (as set out in clause 7.44, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount. **7.6** 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 Order until you have paid the outstanding amounts. **7.7** Clause 7.5 and clause 7.6 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

8. LIMITATION OF LIABILITY 8.1 Subject to clause 8.3 and clause 8.2, if either of us fails to comply with these Terms, 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 Terms. **8.2** Subject to clause 8.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories: (a) loss of income or revenue; (b) loss of profit; (c) loss of business; (d) loss of anticipated savings; (e) loss of data; or (f) any waste of time. However, this clause 8.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property. **8.3** Nothing in this agreement excludes or limits in any way our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; (c) 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; (d) defective products under the Consumer Protection Act 1987; or (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

9. EVENTS OUTSIDE OUR CONTROL 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event). **9.2** A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; or (f) pandemic or epidemic. **9.3** Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

10. ASSIGNMENT You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

11. NOTICES All notices sent by you to us must be sent to Diamond Office Furniture Limited at No. 4 East Wing, Gemini House, Flex Meadow, Harlow CM19 5TJ. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the email was sent to the specified e-mail address of the addressee.

12. GENERAL 12.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. **12.2** If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing. **12.3** A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999. **12.4** These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts. We do not accept orders from addresses outside the UK.

