



TERMS & CONDITIONS: FABRICS & WALLPAPERS

DEFINITIONS

‘**Conditions**’ means these terms and conditions and any special product conditions.

‘**Personal Information**’ means the details provided by you on registration.

‘**We/Us**’ means Virginia White Collection.

‘**You/Your**’ means clients or prospective clients of the VIRGINIA WHITE COLLECTION.

‘**Website**’ means the website located at www.virginiawhitecollection.com or any subsequent URL that may replace it.

ACCESS

The Client is provided with access to the VIRGINIA WHITE COLLECTION Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

ACCEPTANCE AND RETURNS

Fabric and wallpaper orders should be inspected upon receipt of delivery. VIRGINIA WHITE COLLECTION must be notified in writing within 5 working days if the fabric/fabrics or wallpaper /wallpapers are not in accordance with the written order or if they are damaged or defective.

Claims or returns for faulty fabrics or wall- papers cannot be made once they have been cut or hung. Returns are at the discretion of VIRGINIA WHITE COLLECTION. Returns can be subject to a 20% restocking fee and incurred courier charges chargeable to the Client.

PRICES

Trade and retail prices can be quoted for fabrics and wallpapers and are valid for 6 weeks. All trade prices quoted are exclusive of VAT, whilst retail prices are quoted inclusive of VAT. Prices are subject to yearly review and changes. Quotes will be honoured for a 30-day period.

Delivery prices are charged in addition to product prices. UK delivery costs are standard within the UK for rolls longer than 1.2 meters. UK orders in excess of 10m and non-domestic orders are quoted on a case-by-case basis.

VAT

20% VAT may be withheld if orders are removed from the UK. However, for VAT audit we must retain evidence of movement of the goods. We arrange shipping with our agent who will provide this. For orders remaining within the EU you must supply your VAT registration in the state of acquisition before the supply can be treated as VAT free in the UK. The VAT rate is current and subject to change.

CONFIRMATION OF ORDER

All orders must be confirmed in writing. VIRGINIA WHITE COLLECTION cannot process fabric or wallpaper orders without written confirmation complete with an invoicing address, delivery contact name, address and telephone number. Design names and colourways must be stated along with the total quantity required.

ORDER PAYMENT AND RESERVES

Reserves will be honoured for a 10 day period. Payment of your invoice will be treated as confirmation of order and your approval of the details stated on your invoice supplied by VIRGINIA WHITE COLLECTION. Please note that your fabric will be on reserve for 10 days or case by case agreement from the pro forma date. If payment is not received within that time, the Client will not be notified. The fabric will be released into stock and the pro forma will be cancelled.

Fabric and wallpaper orders must be paid 100% upfront. For quantities of 30m or more that are printed or woven to order, we are happy to issue a non-refundable 50% deposit invoice; the balance of 50% must be paid prior to despatch from our warehouse.

A delay in receipt of payment or confirmation of specifications will lead to a delay in the ready date for your order.

CHANGES TO YOUR ORDER OR CANCELLATION

Changes to your order are subject to production progress and must be requested in writing in line with the terms laid out in ‘Confirmation of Order’. If an order is taken from stock and has not been delivered, changes may be made. Please note, such changes are subject to stock position. Changes to orders cannot be accommodated if printing or weaving has commenced.

Cancellation of orders cannot be accommodated if printing or weaving has commenced.

CUTTINGS FOR APPROVAL (CFAS)

VIRGINIA WHITE COLLECTION has carefully selected manufacturers to implement the unique quality that our designs command. Many of these manufactures employ traditional processes using naturally dyed yarns, mixing print colours by hand, and weaving with natural fibres. Whilst rigorous quality control checks are performed with commercial tolerance levels, we cannot guarantee complete uniformity from batch to batch due to the traditional manufacturing techniques.

Samples received by post or in the showroom can be cut from a different batch to your order. If your order is coming from stock, we recommend requesting a CFA from the batch from which your fabric or wallpaper is being cut. If your fabric or wallpaper is being woven or printed to order and you have a previous sample as a reference and a close match is required, we recommend sending this sample to us for issue to the printer or weaver as a reference.

TREATMENT OF FABRIC, THIRD PARTY HANDLING & FABRIC CARE

VIRGINIA WHITE COLLECTION fabrics are all supplied untreated and untreated.

Our standard wide-width wallpapers are B-S1-d0 classified. Our Vinyl I and Vinyl G wallpapers are B-s2,d0 classified.

VIRGINIA WHITE COLLECTION fabrics will need to be treated or interlined in order to comply with FR (Fire) (Safety) Regulations 1988. We recommend buying 1 metre / 1 yard of fabric or wallpaper to issue for testing, prior to full meterage / yardage treatment. VIRGINIA WHITE COLLECTION can recommend a treatment supplier if required.

Crib 5, Scotchguarding and other such treatments must be outsourced by the client and handled directly with the treatment supplier. VIRGINIA WHITE COLLECTION cannot take responsibility for poor treatment results or incorrect treatment of our fabrics or wallpapers given our stipulation to issue the supplier with clear instruction of works in addition to the testing of 1 metre / 1 yard in advance of full meterage / yardage treatment.

We recommend our fabrics be dry cleaned only and do suggest a spot test is carried out in an inconspicuous place beforehand.

LEAD TIME AND DELIVERY

Lead times are from receipt of payment. Printing and weaving of non-stock orders can only commence upon receipt of payment.



DELIVERY (CONTINUED)

VIRGINIA WHITE COLLECTION has standard lead times for fabrics and wallpapers, but lead times can vary for large orders, custom strike-off samples and custom orders.

Delivery is made by instructed couriers and delivery charges are quoted on request prior to your order and are stated on your order invoice. We cannot accept responsibility for non-delivery of orders where incorrect information has been supplied by way of delivery contacts, details and addresses.

We aim to dispatch all orders within 2 days of our acknowledgement, provided the goods are in stock. Urgent next-day delivery requests must be made in writing prior to 12 noon the previous working day and will incur an additional, expedited delivery charge.

REGISTRATION

You warrant that:

- The personal information which you provide when you register as a Client is true, accurate, current and complete.
- In order to keep our record of your Client information up to date, it is in your interest to notify the showroom of such company name, company contacts or address changes.
- You agree not to impersonate any other person or entity, or to use a false name or a name that you are not authorised to use.

We confirm that any personal information which you provide to us and any user information from which we can identify you is held only for the following purposes:

- Processing your orders
- For analysis to improve our Website and its services to you
- To serve Website content and advertisements to you
- To administer the Website
- If you consent, to notify you of events, products or special offers that may be of interest to you. You agree that you do not object to us contacting you for any of the above purposes whether by telephone, email or in writing, and you confirm that you do not and will not consider any of the above as being in breach of any of your rights under the GDPR 2018.

OUR RIGHTS

We reserve the right to:

- Change the Conditions with the immediate updating of the Conditions on the VIRGINIA WHITE COLLECTION Website. Use of the Website (or part thereof) following such change shall be considered your acceptance of such change. It is your responsibility to check Conditions on our Website to update yourself on such changes in advance of all orders.
- Charge updated prices for products on orders placed in excess of 6 weeks from the corresponding quote.
- Withdraw items from the VIRGINIA WHITE COLLECTION at any time without prior notification.
- Discontinue designs in the VIRGINIA WHITE COLLECTION without notification unless a quotation or conversation is taking place directly in relation to that design.

THIRD PARTY LINKS

To provide increased value to our Clients, we may provide links to other Websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked Website, we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for: (i) the privacy practices of such Websites; (ii) the content of such Websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such Websites or resources; or (iii) the use to which others make or these Websites or resources, nor any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external Websites or resources.

LIMITATION OF LIABILITY

While we will use reasonable endeavours to verify the accuracy of any information, we place on the VIRGINIA WHITE COLLECTION Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an 'as is' and 'as available' basis, without any representation or endorsement made.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or server that makes it available will be free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website. In no event shall VIRGINIA WHITE COLLECTION be liable for any special, incidental, indirect or consequential damages of any kind, or damages whatsoever, including without limitation, those resulting from:

- Reliance on the materials presented
- Costs of replacement goods
- Loss of use, data or profits
- Delays or business interruptions
- And any theory of liability, arising out of or in connection with the use or performance of products or information)