



TERMS & CONDITIONS: FURNITURE

Any order placed with VIRGINIA WHITE COLLECTION shall be deemed to incorporate the following terms and conditions, which on acceptance by the company of the order shall form the terms and conditions of the contract. The person, persons or company from whom, the order has been received is/are hereinafter referred to as 'the customer'.

CABINETRY

Whilst every effort has been made to portray items accurately, both online and in print, slight variations may occur. All measurements quoted are approximate and the reproduction of colours is as accurate as photo-graphic and publishing processes will allow.

Timber, lacquer and stone, all being natural materials, will be subject to variations to tone, colour and texture. These natural markings are part of the materiality story. Therefore, it is not possible to guarantee items will have the same finish as items viewed in the showroom or featured on the website. The customer acknowledges that such characteristics and variations are not to be regarded as defects for the purposes of assessing whether or not the goods are of satisfactory quality or otherwise.

Lacquer finishes matched to client supplied colour samples, or paint references, may achieve a match tolerance of +/- 10%.

Natural discoloration can occur to lacquer finishes over time, which is part of the curing process. This natural process may be exacerbated when goods are positioned directly in UV light. VWC is not responsible for the progression or development of this process.

Timber products can be affected by temperature extremes, which can cause cracking or splitting, it is the responsibility of the customer to maintain a consistent temperature to avoid such instances occurring.

Whilst batons are provided for hanging or fixing purposes, the final secure fixing and/or hanging is the responsibility of the purchaser.

Any design drawings are protected and remain the intellectual property of VIRGINIA WHITE COLLECTION LTD and must not be shared with any third party.

Any piece from the VIRGINIA WHITE COLLECTION made to bespoke proportions, sizes and finishes, will – at request of the client – be drawn up for sign off by client. The client is invited to inspect the goods in production – with an appointment - at any point. VIRGINIA WHITE COLLECTION does not accept responsibility for bespoke orders that, after sign off and with compliance to the specifications, are no longer what the client wants. The order was made for the client and any variation from the standard design, which the client can inspect for approval, becomes the responsibility of the client.

UPHOLSTERY

As required by law in the U.K, VIRGINIA WHITE COLLECTION suggest all upholstery is to be fire retardant treated. There are two options: COM fabric should be provided fire treated to crib 5 as standard, alternatively an FR inter-liner can be requested at time of order. However, clients send in their COM fabric and if this is not fire retardant or an FR inter-liner has not been requested, then the client accepts this to be their own responsibility.

In order to guarantee standard lead-times COM fabric should be received no longer than two weeks after the order is placed/ 50% payment is received.

Due to the nature of upholstery dimensions can vary. Please allow for a tolerance of +/- 3cm when spatial planning.

PRICING / PAYMENT

Payment shall be made in pounds Sterling. Orders which are MTO, will be accepted and processed on receipt of a 50% deposit, with the remainder due two weeks prior to delivery. Orders which are stock items, will be accepted and processed on receipt of 100% of the total value. Please ensure that all bank charges are paid upon international bank transfer. The purchaser is responsible for all of these charges.

Preferred payment method is BACS – please ensure the invoice number and client name is referenced. Where an online transfer is not an option, payment can be made by cheque. Please ensure cheques are received 10 days before delivery to ensure funds are cleared before goods will be released.

Prices are set out on pricelists and exclude VAT at the current rate. We reserve the right to alter prices at any time. All prices are quoted ex delivery.

At the time of placing the order the prices quoted in the company's official order and acknowledgement will

remain firm on all contracts and orders accepted and confirmed for delivery within 2 months (or as otherwise agreed) from the date of order of acknowledgement.

The contract/order is accepted subject to the availability of any timber or other materials that may be required to fulfil the contract/order.

The company will make every effort to carry out the terms of the contract but no liability will be accepted of deliveries delayed or suspended as a result of any Act of God, War, Flood, Strike, Lockout, Breakdown, Accident, Government Control or Restriction of Supplies for Industry, or any other Industrial Action or any contingency beyond the control of the company directly or indirectly preventing or delaying the performance of this contract. In the event of any of the said contingencies arising, the company shall be entitled to suspend deliveries under the contract.

The property of any goods supplied shall remain with the company until full payment for the goods is received.

In the event of a customer becoming insolvent or bankrupt or signing a Trust Deed or compounding his Creditors or appointing a Receiver or Liquidator VIRGINIA WHITE COLLECTION may at their own option withhold all further deliveries of goods and resile from this contract and any other contract between VIRGINIA WHITE COLLECTION and the customer without liability to the company in respect of such a withholding of deliveries or resiling and without prejudice to any rights and claims the company may have against the customer in respect of deliveries already made.

DELIVERY

The goods delivered will be in accordance with the details given on the official order acknowledgement and accompanying drawings or any amendments agreed thereto.

Lead-times are indicated at the time of payment received, though this is guide only and may depend on the volume of orders and production capacity available in our workshops.

All cabinetry / upholstery is blanket wrapped on request only /plastic wrapped / foot protected, unless otherwise specified.

If a crate / box is required, please state this at time of purchase as these are chargeable extras. Smaller items will be cardboard boxed, or cellophane wrapped.

If VIRGINIA WHITE COLLECTION is asked to quote for delivery and does so without an access feasibility test, it is the clients responsibility to raise and declare any issues with access at the point of order, giving full details with regard to the site, regarding which floor, any lift access and must give consideration to adequate space to receive large items. If access issues have not been declared prior to delivery, a re-delivery charge will be applicable. If required, an access check can be arranged, which will be refunded against the order placed.



VIRGINIA WHITE COLLECTION

DELIVERY (CONTINUED)

Delivery to some areas will be limited to certain days of the week. This will be advised at the date of order, but where a client requires specific logistics, every effort will be made to accommodate, however where this requires alternative handling different costs may apply.

Delivery costs are estimated according to specific locations, timings and form of delivery. Client requests to change delivery requirements will be accommodated where possible, though prices may change accordingly. Costs are calculated for ground floor delivery as standard, unless the customer advises otherwise.

All delivery times quoted are approximate and are subject to change prior to delivery. We will endeavour to give as much notice as possible, however if delivery is delayed, we do not accept liability for any consequential loss.

VIRGINIA WHITE COLLECTION shall be entitled to refuse to deliver goods to an unfinished site or one deemed unsuitable for receipt of goods. Client must declare unfinished site conditions prior to delivery arrangements being made. Redelivery will require additional charges.

Any cancellation to scheduled deliveries must be advised by e-mail 72 hours prior, failure to give advance notice may also incur a cancellation fee.

In cases where the client collects directly from the VIRGINIA WHITE COLLECTION workshop, the client shall sign for receipt of goods upon collection acknowledging perfect condition, unless otherwise noted. Any damage to the piece once it has left the VIRGINIA WHITE COLLECTION warehouse, workshop or showroom, is then the responsibility of the client.

Goods can be held, free of charge, for up to two weeks, beyond the standard lead-time. Should additional storage time be required, charges will apply calculated on the cubic meterage and time period.

Vehicle restrictions apply at VIRGINIA WHITE COLLECTION workshop. Where clients are collecting directly from the VIRGINIA WHITE COLLECTION workshop, they need to make an appointment and check access restrictions. Any crated goods collected directly from VIRGINIA WHITE COLLECTION workshop will require a two-man collection, with tail lift.

We endeavour to give the most accurate shipping prices to customers purchasing from outside mainland UK, but in rare cases shipping can incur additional charges which are payable by the client. Shipping excludes all local taxes, charges and duties.

The failure of VIRGINIA WHITE COLLECTION to deliver any of the goods

shall not invalidate the contract as to the remainder of the goods. The company shall be entitled to, and the customer shall be bound to, complete the contract so far as it concerns the remainder of the goods.

RETURNS

All bespoke, customized and made to order pieces are non-refundable and non-returnable.

Where clients have requested white glove installation delivery, they must ensure all packaging is retained undamaged, when requesting goods to be returned to VIRGINIA WHITE COLLECTION.

Ex-display products, by their nature, may have cosmetic damage. We take all reasonable care to ensure that all details about a product's condition are correct and current however goods are bought as seen and are non-refundable.

We regret that we cannot accept international returns unless items are damaged or faulty. For international orders which were expedited, or bespoke shipping was requested, we regret that we are unable to offer a refund on this cost.

CANCELLATIONS

Please note that you are entitled to cancel bespoke or made to order pieces within 5 days after the payment is received. If you wish to cancel a furniture order after 5 days, goods will be chargeable at 30% of the order total. Bespoke or made to order sales are non-refundable

at any point and cannot be cancelled once advice of production has been issued.

CREDIT NOTES

Where stock goods are accepted to be re-stocked to the business, a credit note to the value of goods returned will be issued. Delivery charges are not included. All credit notes are valid for 6 months from date of issue. It is the client's responsibility to redeem the credit note prior to the expiry date. Credit notes are not redeemable to cash and are non-refundable via bank transfer.

DATA PROTECTION

For more information on our Privacy Policy and how VIRGINIA WHITE COLLECTION use your data, please email studio@virginiawhitecollection.com or visit our website www.virginiawhitecollection.com.