



**JAMES  
& ROSE**  
SOFAS INSPIRED BY YOU

## 1. THESE TERMS

**1.1 What these terms cover.** These are the Terms and Conditions that govern your purchase of James & Rose Bespoke Upholstery Ltd products. They apply to the exclusion of any other terms (including any discussed with you via email, telephone, at our workshop or in person, or which you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing). These terms shall govern and be incorporated into every provision of products by us to you.

**1.2 Why you should read them.** Please read these terms carefully before you confirm use our services. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions about these terms, please contact us to discuss.

## 2. WHO WE ARE

**2.1 Who we are.** We are James and Rose Bespoke Upholstery Ltd. Our workshop and showroom is at Kingsmere Farm, 33 Carleton Avenue, Fulwood, Preston, PR2 6YA. The registered business address of James & Rose is 14 Carleton Ave, Fulwood, Preston, PR2 6YA. The registered company no. of James and Rose is 07340986

**2.2 How to contact us.** You can contact us by telephoning +44 (1)772702855 or by email [enquiries@jamesandrose.co.uk](mailto:enquiries@jamesandrose.co.uk)

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your initial correspondence.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these Terms and Conditions, this includes emails.

## 3. OUR CONTRACT WITH YOU

**3.1** All James & Rose products are bespoke – made to order and unique to each customer – to the agreed specifications and dimensions as indicated. All orders will be confirmed in writing and production documents will be provided upon confirmation of your order. Orders can be confirmed in person at our showroom, or at a distance through electronic and telephone communications. Once details of your order have been confirmed a 50% of the total cost of the work will be required to secure a place in our production schedule. A delay in this deposit payment may amount to a delay in the production of the piece. Once your invoice has been paid by you and we confirm that payment has been received a contract will come into existence on the terms of this agreement and to the exclusion of any prior correspondence or meeting between us to discuss the bespoke products.

#### **4. BESPOKE COMMISSIONS**

**4.1** Make sure your measurements are accurate. All our products are bespoke and made to measurements and dimensions as indicated, sketches and/or designs you have given to us and/or using materials or swatches identified by you then it is your responsibility to ensure that these are correct. We can guide and assist when it comes to measuring your space if required.

**4.2** All James & Rose dimensions are a close approximation and due to the nature of upholstery. Whilst the dimensions given are a close indication of the finished piece, due to the bespoke handmade nature of the piece these dimensions can vary slightly. There is a small margin of deviation built into any of our pieces but the dimension will be as close as possible to the specification as advised.

**4.2** When purchasing from James & Rose, then you accept that we have no liability for errors or faults in products which have been caused by the provision to us of erroneous specifications provided by yourself. It must be clear that the product as provided is confirmed by yourself through a digital signature on the specification of the piece.

**4.3** We will make any James & Rose pieces to your specifications within the confines of the design. However, we shall not be liable to you in respect of any actual or alleged defect in or dissatisfaction with any James & Rose product that arises directly or indirectly from your choice of any specification, design, material, fabric or any other requirement.

**4.4** Any swatch or sample provided, or choice of fabric and leather on site is subject to the standard deviations which could be possible with any material. The swatch is an accurate representation of the finished product – but there may be slight deviations in batch and finish.

**4.5** Upon payment of your deposit your choice of material is confirmed. The material may be ordered immediately. Any changes to the material after confirmation of the order may be subject to a charge in accordance with any financial cost to James & Rose.

#### **5. YOUR RIGHTS TO MAKE CHANGES**

**5.1** Once your order has been accepted, we have a window of time to make any adjustments. You must reach out to James & Rose immediately to inform us of any changes unless previously discussed. If the production specification of the piece is incorrect and we have not commenced production of the product, we will try our best to accommodate any reasonable changes at our sole discretion. If it is possible we will let you know about any changes to the price, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change (for example if production has already commenced) the sofa will be delivered as is, or if possible, a fee will be levied to implement the changes.

**5.2 Minor changes to the products.** We may change any product to implement minor technical adjustments or as a result of unavailability of raw materials. We will try to minimise the impact of these changes. These changes will not affect your use of the product. These unavoidable changes do not give to you any right to cancel any contract or reject any product.

## **6. DELIVERY**

**6.1 Delivery costs.** Delivery fees are including within any final price as quoted. Changes to the delivery address other than indicated may be subject to a charge. Delivery is included to the vast majority of mainland UK locations. Delivery charges may apply to more remote UK locations.

**6.2 Please check before purchase that an item can be delivered into the space you wish.** This includes checking hallways and door frames throughout the property. If an item cannot be delivered it may need to be returned to our workshop for modification. Any modifications due to being unable to deliver the piece may be subject to a charge at the discretion of James & Rose. **IT IS VERY IMPORTANT TO CHECK THE SOFA WILL NOT ONLY FIT INTO THE INTENDED SPACE, BUT ALSO MANOEUVRE THROUGH THE ACCESS TO THE ROOM - WHILST WE WILL ENDEAVOUR TO RESOLVE ANY PROBLEM, SHOULD THE SOFA NOT FIT ANY ADJUSTMENTS OR REMAKING COULD INCUR AN ADDITIONAL COST.** If you have any questions, or need anything at all please get in touch on 01772 702855.

**6.3 At the point the order is placed we will advise of a delivery timeframe.** The average lead time from a point an order is placed to delivery is approx. 6-7 weeks. This can vary across the year depending on capacity. This lead time can be extended to deliver at a point specified by the customer upon agreement with James & Rose.

**6.4 The estimated completion date for the product will be notified to you during the order process.** Given the bespoke nature of the products, you have agreed that any such date shall be an estimate and time shall not be of the essence to this agreement. If you need the piece by a particular date then you must notify us and we and you must agree it as a specific exception.

**6.5 We are not responsible for delays outside our control.** If our supply of any products is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. All our sofas are made to your order we cannot agree to issue any refund but

may be able to give to you a (partial) refund if we can resell the item within a reasonable period and to the extent we are able to recover the sale price.

**6.6 When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from the delivery provider's depot or our showroom.

**6.7 When you own goods.** You own a product once we have received payment in full.

**6.8 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

**6.8.1** deal with technical problems or make minor technical changes;

**6.8.2** make changes to the product as requested by you or notified by us to you.

## **7. GURANTEES ON YOUR PRODUCT**

**7.1 As a small family run business James & Rose will make ever effort to ensure the piece is correct as to what was agreed.** We provide the further guarantees on our product as per the below.

**7.1.1 We offer a Lifetime Construction Guarantee on all our sofas, but what does this mean?** In the unlikely event you have a problem with the frame and springs of your James and Rose sofa, be that in 10 years down the line, we would still have you covered. So that covers the frame of the sofa and the springs, and if anything, ever goes wrong we will gladly repair it for you, no problem.

**7.1.2 Fabric and Leather.** The fabric or leather on your sofa may show signs of age or need to be replaced at some point. Just like your favourite pair of jeans, its lifetime will very much depend on how it is used and cared for. Some materials are more durable than others, but using our years of experience when you come to place an order we will advise you on what is most suitable for your needs. So if you need something child or pet friendly, or something with good light fastness, using all out knowledge of the upholstery industry, we can advise you on your choices. **If you did choose to have your sofa reupholstered, we will happily take care of this for you, at a discounted rate as a returning customer.**

**7.1.3 Buttons, Stitching and Decorative Elements.** Whilst highly unlikely should have a problem with any of these things we would be glad to rectify it for you. Should you have an issue anytime in the first 5 years of purchase, let us know, and we will come out and fix them for you completely free of charge.

**7.1.4 Cushion Fillings.** Our cushion fillings and options will all perform differently and details can be given at the time your order is placed depending on your selection. All of seat cushion fillings are made from high quality materials and should offer robust durability. If you have any problems with your cushions within the first 2 years of their life if identified as a fault. We would always endeavour to resolve this. All cushion fillings will soften and change shape over time and through use. Should you have any issue with your piece, please let us know and we can offer a service to replace them.

**7.2 Be Happy - Our Promise to our Customers.** Ordering online can be a daunting task, especially when it comes to something as big as a sofa, but don't worry we've got you covered. If you were to order from ourselves, we do offer a 'Happiness Guarantee'. Our delivery drivers will arrive, set the sofa up in your house, let you have a sit, a feel, a touch and we are so sure of the quality of our sofas, if you ordered, we delivered and you weren't 100% happy we would do everything we can to resolve the issue and if it was a problem we couldn't resolve, we would refund your deposit and take the sofa away.

**7.3 Problems identified are subject to assessment by James & Rose and must be communicated within 7 days of delivery.** If the product has been made to the specification as agreed, James & Rose reserve the right to charge an additional fee for the correction of the piece and the further collection and redelivery costs which may be incurred.

#### **7.4 What is not covered?**

- General Wear & tear
- Misuse (accidental or deliberate)
- Failure to maintain
- Commercial or institutional use
- A product that has been assembled or stored incorrectly (e.g. in an area of damp or direct sunlight)
- Any item where an alteration has been carried out
- Clearance and/or display products
- Failure to follow the terms of these guarantees

## **8. OUR RIGHTS TO END THE CONTRACT**

**8.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

**8.1.1** you do not make a payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;

**8.1.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, sign off of any designs, measurements or specifications for a made to order piece; or

**8.1.3** you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

**8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 8.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs and expenses we have and will incur as a result of your breaking the contract.

## **9. IF THERE IS A PROBLEM WITH THE PRODUCT**

**9.1** We take pride in all our goods being made to high standards but appreciate that occasionally mistakes can occur. We are confident that our products will stand the test of time and offer exceptional guarantees through normal use, defective workmanship and materials. This means that if your item develops a fault during the guarantee period, we'll arrange for it to be repaired or replaced free of charge, including all parts and labour. Our guarantee will not apply to Products that are not used in the correct conditions or locations, or if the applicable care guidelines have not been followed.

**9.2** Care instructions can be provided for any and all materials as used by James & Rose. These are available upon request, please contact us for more details.

**9.3** Our furniture is specified for indoor use only unless explicitly communicated to you by Jams & Rose and should be used in ambient conditions and not subjected to damp or overly dry atmospheres. It is important that James & Rose products are stored or used in dry environments (if kept in storage, climate controlled storage is essential) to ensure the longevity of the products. Failure to comply to care instructions may result in warping, staining and surface damage that James and Rose cannot be held responsible for. James & Rose also accepts no responsibility for variations in pattern, colour, texture or dimensions inherent in those materials or for any subsequent deformation, splitting, crazing, discolouration or other defects caused by extremes of temperature, humidity, dampness or light.

**9.5 How to tell us about problems.** Quality control procedures are in place to ensure all products sold are of consistent, high quality, however if you receive a product that you deem to be substandard please contact us. On receiving the order, please check all items to ensure that any issues or breakages are reported to us within 7 Days. If you have any questions or complaints about the product, please contact us. You can telephone us at +44 (0)1772 702855 or write to us at [enquiries@jamesandrose.co.uk](mailto:enquiries@jamesandrose.co.uk).

## **10. REPAIRS**

**10.1** If you request any repairs to a product we have supplied as a result of fair wear and tear or damage you have caused, we will inspect the product and provide an estimation of costs for such repairs (where possible).

**10.2** We cannot guarantee that we are able to replace any elements of the product but shall use reasonable endeavours to propose alternative solutions.

**10.3** Any repairs that are not as a result of something where we are at fault shall be paid by you in advance of us undertaking any work. If you fail to make such payment, we are not obliged to start any repair work on the product.

## **11. LEGALITIES**

**11.1** The seller is not responsible for any health or safety concerns once the buyer has received the item. If any harm is incurred from the items purchased by the buyer, the seller shares no responsibility.

**IF YOU HAVE ANY QUESTIONS WITH REGARD TO THESE TERMS AND CONDITIONS PLEASE CONTACT US ON 01772 702855**