

## **RETURNS, REPAIRS & REFUNDS POLICY – BESPOKE & CUSTOM FURNITURE**

### **1. CUSTOM & BESPOKE ITEMS – NO CANCELLATION OR CHANGE OF MIND RETURNS**

All furniture is made-to-order according to the Customer's approved specifications.

Under Regulation 28(1)(b) of the Consumer Contracts Regulations 2013, the 14-day cooling-off period does not apply to goods made to the consumer's specifications or clearly personalised.

Accordingly:

- Once production has commenced, orders cannot be cancelled.
- Returns for change of mind, aesthetic preference, or space incompatibility are not accepted.
- Refunds will not be issued for customer errors in measurements or selection of materials/finishes.
- All sales are final, subject only to statutory rights outlined herein.

### **2. CUSTOMER APPROVAL & RESPONSIBILITY**

Prior to production, Customers will receive final specifications including:

- Dimensions
- Materials and finishes
- Design details

The Customer is solely responsible for verifying:

- All measurements
- Suitability of access points (doors, stairways, lifts)
- Finish, colour, and design selections
- Intended use and functionality

Written or electronic approval constitutes authorisation to proceed.

Any errors approved by the Customer are not grounds for cancellation, return, or refund.

### **3. DEPOSITS & PAYMENT TERMS**

- Deposits are non-refundable once materials are ordered or production

begins.

- If cancellation occurs before production, we reserve the right to retain any incurred costs, including design fees, materials, and administrative expenses.
- Once production has started, the full contract price is payable.

Non-payment of completed items may result in storage fees, collection, and recovery action, including legal costs.

#### **4. DELIVERY & ACCEPTANCE**

- Customers must inspect items upon delivery.
- Transit damage must be documented on the delivery note and reported in writing with photographs within 48 hours.

Failure to report transit damage within this timeframe may limit or void claims.

Refusal to accept delivery does not constitute cancellation.

#### **5. STATUTORY RIGHTS (CONSUMER RIGHTS ACT 2015)**

Nothing in this Policy limits your statutory rights.

Under UK law, goods must be:

- Of satisfactory quality
- Fit for purpose
- As described

If a bespoke item fails these standards due to manufacturing defects, remedies apply as outlined below.

#### **6. STRUCTURAL OR FINISH DEFECTS**

If an item has a verified structural or finish defect caused by our workmanship:

Notice Requirement

- Report the issue in writing within 30 days of delivery, including photographs and a detailed description.

Repair as Primary Remedy

- Repair or replacement is the primary remedy under the Consumer Rights Act 2015.
- For bespoke items, replacement may not be feasible; repair is therefore preferred.

- Repairs may be carried out on-site or at our workshop, at our discretion.

## Refunds

A refund (full or partial) will only be considered if:

- Repair is impossible, or
- Repair fails after one attempt, or
- Repair cannot be completed within a reasonable timeframe without substantial inconvenience

Refunds will not cover minor defects that can reasonably be remedied.

## **7. WHAT IS NOT CONSIDERED A DEFECT**

The following natural characteristics are not considered faults:

- Wood grain variations, knots, mineral streaks, and character markings
- Slight colour differences between samples and finished products
- Natural expansion or contraction due to humidity or seasonal change
- Minor surface checking typical of solid wood
- Wear and tear, misuse, or environmental damage

## **8. POST-30 DAYS**

After 30 days:

- You may still exercise your Consumer Rights, but repair may be required first.
- After six months, you may need to demonstrate that the defect existed at delivery.

## **9. STORAGE FEES**

If delivery is delayed at the Customer's request, storage fees of £25 per week may apply.

## **10. LIMITATION OF LIABILITY**

To the maximum extent permitted by law:

- Liability is limited to the purchase price of the item.
- We are not liable for indirect, consequential, or economic losses.
- We are not responsible for installation unless separately contracted in writing.

This does not limit liability for death, personal injury, or fraud.

## **11. GOVERNING LAW**

This Policy and any disputes arising from it are governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

## **12. CANCELLATION – PRE-DELIVERY**

- Cancellation before delivery may be accepted.
- Any costs already incurred (materials, labour, design, administration) will be deducted from payments made.
- Any remaining balance will be refunded.
- Customers may request consideration under our Goodwill Provision (Section 13).

## **13. GOODWILL PROVISION – RESALE OF RETURNED BESPOKE ITEMS**

At our sole discretion, we may accept the return of a bespoke item that does not qualify for a statutory refund.

If:

- The item is returned in original condition, and
- We can successfully resell the item,

A refund may be issued equal to the resale price achieved, less:

- Marketing/resale costs
- Delivery and collection fees
- Storage fees
- Administrative costs

If resale fails, no refund is payable.

This clause does not create a right to return; it applies only where we voluntarily agree to attempt resale.