



## 1. Definitions

In these Terms and Conditions, the following words, and expressions unless the context otherwise requires shall have the following meanings:

“Company” – means Hunts Office Furniture and Interiors Limited whose registered office is 264 Banbury Road, Oxford, Oxfordshire OX2 7DY, and whose registered company number is 3226110.

“Us”, “We”, and “Our” shall refer to the Company, Hunts Office Furniture & Interiors Limited, a company registered in England and Wales with registered number 3226110 and registered office at 264 Banbury Road, Oxford, Oxfordshire OX2 7DY.

“Showroom” – means the Hunts Office showroom at West End Road, High Wycombe, HP11 2QQ.

“Contract” – means any contract (the terms and conditions of which are detailed herein) between the Company and the Customer for the sale of Goods and for the work done to the Goods by the Company and for any drawing undertaken by the Company for the Customer or any service provided for the Customer by the Company.

“Buyer” – means the party purchasing Products.

“Customer” – means the individual or company or other trading entity, whether limited or unlimited, named on the Company’s written quotation who accepts the Company’s written quotation for the sale of Goods.

“Consumer” – means a Buyer who is an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“Business” – means a Buyer who is not a Consumer.

“Goods” – means the goods and/or services referred to in the Company’s quotation, including any instalment of the goods or services or any part of them, which the Company is to supply in accordance with these terms.

“Order” – means an order for Products either made through the Website or the Showroom.

“Fees” – means fees due for the Goods and/or services.

“Terms and Conditions” – means those terms and conditions contained herein which shall apply to all contracts for the sales of Goods to a Customer and/or works done for a Customer and/or for drawings undertaken for a Customer.

“Website” – means the Hunts Office website at [www.huntsoffice.co.uk](http://www.huntsoffice.co.uk)

In these Conditions, words in the singular include the plural; a reference to a Condition is to a Condition of these Conditions; and including means including but not limited to.

## 2. General

- 2.1. These Conditions of Sale (the Terms and Conditions) apply to all contracts for the sale of goods and/or the supply of services entered into by the Company to the exclusion of all other terms and conditions of business. The Conditions apply in preference to and supersede any terms referred to, offered, or relied on by either party whether in negotiations or at any stage in the dealings between the Company and the Customer with reference to the Goods and/or Services, and any terms implied by law, custom or practice to the maximum extent permitted by law.
- 2.2. We may vary these Conditions from time to time and we will post such amended Conditions on the Website. Any changes to the Conditions shall not affect any Products that are the subject of a Contract before such changes are made.
- 2.3. The terms defined in the Quotation shall apply to these Conditions, which are subject to any Special Terms stated in the Quotation.
- 2.4. This contract constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement between the parties relating to that matter. Each party acknowledges that it has not entered into the contract on the basis of, and does not rely on, any representation, warranty or other provision that is not expressly included in the contract. The contract may only be varied in writing. No delay or omission of either party in exercising any right or remedy in whole or in part shall be construed as a waiver of it or operate so as to limit or preclude and further or other exercise of it.
- 2.5. These Conditions shall be governed by and construed in accordance with the laws of England and each of the parties hereto irrevocably submits to the non-executive jurisdiction of the courts of England.
- 2.6. The Company may sub-contract all or any parts of its rights and obligations under any contract without the customer's consent.
- 2.7. The Company may cancel any contract at any time before the Goods are delivered in writing by notice. On giving such notice the Company shall promptly repay to the Customer any such sums paid in respect of the price. The Company shall not be liable for any loss or damage whatsoever arising from such a cancellation.
- 2.8. We shall be entitled to list our Customers as reference Customers in whatever form that may be.

## 3. Goods

- 3.1. All descriptions of the Goods are given by way of identification only and the use of any such description shall not constitute a sale or description. They will not form part of the Contract and we are not liable for any inaccuracy. The Company maintains a policy of continuous product improvement and reserves the right to alter specifications without notice at any time.
- 3.2. If a sample of the Goods has been exhibited to and inspected by the Customer, the contract shall not constitute a sale by sample.
- 3.3. All Buyers agree that many of the Products feature wood or other natural finishes. Natural finishes often have surface imperfections or other minor blemishes, and the finish colour can vary slightly between Products that are sold as the same finish, and there can also be variation between individual panels on a single Product.
- 3.4. We try to display the colours of Products accurately on the Website. However, the actual colours you see will depend on your device and we cannot guarantee that your device's display of any colour will accurately reflect the colour of the Product on delivery.
- 3.5. Subject as above, the Company shall replace the Goods free of charge upon written notification by the Customer and notify the Customer of the timescales for the replacement, if they are found to be materially different from those ordered, of defective workmanship or of a significantly lesser quality than that specified by the Company in writing or subsequent to the Quotation.
- 3.6. The Company shall not be responsible for the suitability and performance of the Goods supplied to the Customer in the event of the Customer having a special purpose for those Goods unless the Customer has given the Company full and accurate particulars of the

Customers special requirements and of the conditions under which the Goods will be required to operate, before or at the time the Contract is entered into between the Company and the Customer.

- 3.7. All Products are subject to availability. We will inform you as soon as possible if any of the Products you have ordered are not available and we may offer alternative Products of equal or higher quality and value.
- 3.8. Goods and services offered for sale and issue by the Company will be supplied as per the original order requirements as agreed by the Customer. Customer alterations and/or amendments to the original goods ordered are at the liability of the third party. The Company will not accept for return or exchange any Goods that have been amended / changed by the Customer following receipt of the delivered items from the Company. This in no way affects your statutory rights and the information is provided 'as is' without express or implied warranty.

#### 4. Services

- 4.1. Any services described in the Quotation shall be provided by the Company to the Customer at the Price specified for those Services in the Quotation or as may be agreed between the Company and the Customer, failing which the Company's usual rates for such services shall apply.
- 4.2. Where the exact specification of the Goods, or of goods to be supplied by a third party in relation to which the Company is providing the Services, remains to be determined, the Customer shall provide as soon as possible all detailed specifications, measurements, and descriptions of its requirements as the Company may require, to the Company or as it may direct.  
Following receipt of the Client's instructions in relation to the proposal, the Company shall prepare a fresh proposal, if necessary, or shall proceed with the provision of the Services and/or supply of the Goods as ordered.
- 4.3. The Company will only be liable in respect of installation work carried out by itself, its employees, agents, or sub-contractors, but will not be so liable in any case where there are direct contractual relations between the Customer and an installing party other than the Company. In any event the Company's liability for installation work shall be limited to the correction of any failure to use reasonable skill and care and liability for any death or personal injury caused by the negligence of persons in respect of whom the Company is vicariously liable. The Customer shall:
  - 4.3.1. Be responsible for the safety of the personnel of the Company or of its sub-contractors whilst on the Clients premises
  - 4.3.2. comply with all relevant statutory requirements; and
  - 4.3.3. maintain adequate insurance against the appropriate risks.

#### 5. Basis of provisions of Goods/Service.

- 5.1. The placing of an order following the Company's quotation of price shall not be binding on the Company until or unless confirmed in writing by the Customer Confirmation Order signed by the Customer.
- 5.2. In the case of orders given verbally by the Customer to the Company whether by telephone or otherwise, the price quoted by the Company and recorded on a Customer Order Confirmation shall be dispatched to the Customer and if returned duly signed by the Customer with an agreed deposit within 30 days of dispatch, such order shall be conclusive and binding as to the price, type and quality of the product ordered, the delivery point and delivery date.
- 5.3. Additions or alterations to orders save as set out in 5.2 above, however placed, shall not be binding until confirmed in writing by the Company. And may be subject to extra charges.
- 5.4. Any advice or recommendation given by the Company or agents to the Customer as to the storage application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Customer's own risk and, accordingly,

the Company shall not be liable for any such advice or recommendation which is not so confirmed.

- 5.5. Any typographical, clerical or error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, Customer Quotation or other document or information issued by the Company shall be subject to correction by the Company without any liability on part of the Company.
- 5.6. The Customer shall examine the correctness of our order confirmation and any non-binding delivery dates that may be stated therein. In the event that the order confirmation differs from the Customer's order and the Customer does not object to this in writing within three working days from receipt of the order confirmation, this variation shall be deemed to have been approved.
- 5.7. The Company accepts no liability in respect of goods ordered by the buyer being of dimensions unsuitable for the Customer's premises or if access to the Customer's premises is impossible or impracticable save in circumstances where the Company has inspected and/or measured the Customer's premises and access thereto.
- 5.8. If the Customer or a third party on behalf of the Customer provides plans or information on dimensions, they shall be liable for the correctness of these.

## 6. Price

- 6.1. Any price(s) stated in the Quotation or otherwise notified by the Company or agreed by the parties are based on costs currently prevailing in respect of the Goods and/or Services stated. Any increase in prices due to the Customer's requirements shall be paid by the Customer. Any increase in prices due, in the opinion of the Company, to a material increase in costs to the Company may, at the Company's sole discretion, be passed onto the Customer by an increase in the price.
- 6.2. All prices are exclusive of VAT, except where expressly stated otherwise.
- 6.3. A material increase in costs for the purposes of this clause shall include all and any costs incurred by the Company in providing the Goods and Services to the Customer; including where appropriate relevant taxation, import tariffs, duties, fluctuation in exchange rates and other costs.

## 7. Payment

- 7.1. For purchases made through the Website, unless we agree otherwise, all Fees, including Value Added Tax, must be paid in full before we deliver the Products to you or we permit you to collect the Products. We accept payment by debit, credit card and PayPal for all Orders.
- 7.2. Payment terms are as stated in the Quotation. Unless otherwise specified in the Quotation, a deposit of 50% of the estimated total price, including VAT, is payable upon placement of the order. The balance of the actual price is payable within 7 days of delivery of the goods supplied, with part payments being due in respect of part deliveries as the Company may require.
- 7.3. Once payment has been received by us, we will confirm that your Order has been accepted by sending an email to you at the email address you provide to us. The email will include details of estimated delivery dates. On acceptance of an Order, a Contract comes into existence.
- 7.4. All quotations are valid for 30 days unless otherwise stated.
- 7.5. The Fees and the costs of delivery are set out on the Quotation or otherwise notified to you. VAT is payable in respect of all purchases of the Products. We reserve the right to change the Fees and costs of delivery at any time.
- 7.6. Time shall be of the essence for the payment of the balance of the purchase price herein defined.
- 7.7. If payment of the Price or any part of it is not made by the due date, the Company shall be entitled to charge interest on the outstanding amount, (both before and after any judgement) at the rate of 2% per annum above the Base Rate from time to time of HSBC Bank Plc accruing daily.

Any cash discount allowed by the Company may be withdrawn by the Company if payment is not made by the due date.

- 7.8. The Customer furthermore undertakes to reimburse the cost of reminders and collection incurred if payments are late, including arrears for which the Customer is not to blame. If we issue the payment reminders ourselves the Customer shall pay £25.00 per reminder as well as £25.00 in each case for the provision of evidence of the debt in the form of reminders.
- 7.9. The Customer shall have no right of set-off, stator or otherwise.
- 7.10. If the buyer (being a company) has a petition presented for its winding up passes a Resolution for voluntary winding up or otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds with its creditors or has a receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into an arrangement with his creditors or commits a material or serious breach of his agreement (in case of such breach being remediable fails to remedy it within seven days of receiving notice to do so), he or she will be deemed to have repudiated the contract.
- 7.11. The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

## 8. Collection and Delivery

- 8.1. The Company shall not be liable for any delay in delivery caused as a consequence of a delay in the supply of the Goods by the manufacturer to the Company.
- 8.2. The Customer shall accept the goods/service without delay once it has been made available or, if the delivery/service has been provided by us or by a company instructed by us, after the delivery/service has been provided. If there is a delay in the Customer accepting the goods, we shall be entitled to store the goods, either on our premises or with a freight forwarder, and charge an appropriate storage fee per calendar day or part thereof, and at the same time insist that the contract be fulfilled or, after allowing a reasonable additional period, to withdraw from the contract and make use of the goods elsewhere; in addition to this, it is agreed that a penalty clause amounting to 50% of the purchase price shall apply, providing that the goods are serial or standard products or, if the goods were produced individually in accordance with the Customer's requirements, the penalty clause shall be up to 90% of the purchase price. In the case of companies, we reserve the right to assert in addition more extensive claims for damages (e.g., storage and transport costs, the cost of several delivery journeys).
- 8.3. If the customer is unable to take delivery, the Company must be advised of this in writing not less than 10 days before delivery date of the goods or date on invoice whichever is the earlier.
- 8.4. No deliveries, collections or inspections can be made on Saturdays, Sundays, and Bank Holidays. Inspection of goods by appointment at warehouse only. If Customer chooses to open packaging to inspect goods, they will be liable to collect the goods themselves; delivery will not be possible.
- 8.5. Any showroom models purchased by the Customer must be inspected by the Customer at time of purchase. No responsibility can be accepted for damage or defects to floor models upon delivery other than those notified by the Customer to the Company at the time of purchase.
- 8.6. The Customer shall inspect the goods immediately on their arrival and notify the Company forthwith in writing of any damage, shortage, over-delivery, loss, or other particulars by reason of which the Customer alleges that the goods supplied do not conform to the Contract. If no such notice is received within 48 hours of delivery the goods shall be cleared to be supplied in accordance with the Contract and to have been accepted by the Customer. Where the Customer gives notice to the Company as aforesaid, he/she shall preserve the goods intact as delivered for a period of 21 days after receipt by the Company of the Notice during which the Company, its agent or servants shall be at liberty to attend the Customer's premises to investigate the complaint.
- 8.7. The Consumer has the right of return under the Consumer Contract regulations if the Goods have not been custom made or been examined in our Showroom prior to purchase.

If the Consumer Contract regulations can be applied the Consumer must notify the Company and return the Goods within 14 days of delivery. The Consumer is responsible for the care and safe keeping of the Goods in their original condition from date of delivery and assumes all risk, and cost for the return of the Goods. Goods must be delivered back to the Company in their original packaging and condition and the Consumer retains this risk until the Company accepted their return.

- 8.8. If the Customer fails to comply with Clause 8.5 and Clause 8.6, he/she shall be deemed to have waived all or any claims, actions, rights, or remedies he/she may have in respect of the non-conformity of the goods to the Contract.
- 8.9. If, upon inspection the Customer finds a shortage or over delivery in the amount of goods delivered, the Customer will not be entitled to reject the Goods, but the Company will make further delivery or collection as shall result in the correct quantity having been delivered.
- 8.10. Damage, shortage, loss in transit or other non-conformity with the Contract, which is present only in a proportion of the Goods, shall entitle the Customer to remedies given by this clause only in respect of these goods.
- 8.11. The liability of the Company and of its servants or agents for any loss, injury, damage or claim arising out of or in connection with, the execution of this Contract or arising out of or in connection with the use of the goods supplied by the Company shall (save in the case of liability of death or personal injury resulting from negligence) be limited to the amount equal to the Contract price of the Goods supplied or to be supplied under this Contract whether or not such loss, injury, damage or claim is occasioned by the negligence of the Company or any of its servants or agents.
- 8.12. The Company can only accept results of tests on Goods the form and context of which have been notified to it by the Customer and approved by the Company in writing. Such tests must be carried out strictly in accordance with the current British Standard and in the presence of a nominated representative of the Company. The Customer shall be charged the cost of testing at the Company's discretion.
- 8.13. The Customer shall ensure that access to the delivery address is given on the date of delivery and that the Goods are capable of being installed on delivery. The Customer shall not be entitled to reject the Goods upon the basis that access, and installation cannot be afforded upon delivery. At point of delivery if normal access through a doorway is not available and any other means of access are employed such as removing doors and banisters, removing window frames, hoisting in through windows as well as carrying up several flights of stairs, the Customer shall pay such additional charges as may be payable as a consequence prior to delivery.
- 8.14. If the Company is to undertake the delivery and/or installation the Customer shall implement measures to make this possible and reasonable (e.g. appropriate heating, dry premises, clear vehicular access, the transportation routes free of work being undertaken by other contractors, safe access for trucks, the option of using a lift when fittings are to be installed in buildings of over two storeys, the possibility of using electricity and lighting free of charge and also the provision of a lockable room). If this is not the case, we reserve the right to invoice for the resulting additional work. Unforeseen costs incurred during delivery and/or installation for which we are not responsible (e.g., temporary storage, several delivery journeys, out of hours working) shall be paid by the Customer.
- 8.15. The Company will not be held responsible for any damage to a domestic property during delivery and installation. The Consumer is responsible for making preparations for the delivery and installation of the Goods by the Company, these preparations are, but not limited to, removal of items and obstacles from the transit and work areas, protection of all surfaces within the transit and work areas and generally the making of the transit and work areas safe for the Company to carry out their work.
- 8.16. Where goods are ordered and delivered and form part of a furniture system, delivery and assembly shall not necessarily be carried out on the same day.
- 8.17. We will use all reasonable endeavours to deliver in accordance with the delivery date agreed with you. Our liability for non-delivery of the Products shall be limited to supplying the Products not delivered within a reasonable time.
- 8.18. We may deliver the Products in separate instalments.
- 8.19. The Customer must ensure that an authorised representative is at the delivery address on the delivery date agreed with you. If we are unable to deliver the Products on



such delivery date because of your act or omissions, we may charge you storage costs and require additional fees before we re-deliver the Products. If you do not contact us within 10 days from the date of delivery agreed with you to re-arrange delivery, we shall be entitled to re-sell the Products and refund to you all sums received less storage and administration costs incurred.

## 9. Title and Risk

- 9.1. Risk to the Products shall transfer to you on the delivery date agreed with you under Condition 6.1.
- 9.2. Ownership of the Products shall transfer to you on the later of delivery and payment in full for all sums due in respect of the Products. Until ownership of the Products has passed to you (a) you shall maintain the Products in satisfactory condition and keep them insured for their full price (plus VAT); and (b) we shall be entitled to recover payment for the Products, and you grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.
- 9.3. On termination of the Contract, howsoever caused, our (but not your) rights contained in this Condition shall remain in effect.
- 9.4. The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods which are the property of the Company, if the customer does so all sums whatever owing by the customer to the Company shall forthwith become due and payable.
- 9.5. The Customer's right to possession of the Goods shall terminate immediately if:
  - 9.5.1. the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
  - 9.5.2. the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or the Customer encumbers or in any way charges any of the Goods.

## 10. Limitation and Liability

- 10.1. Subject to the cancellation rights and rights to return Products set out in these Conditions, this Condition 10 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these Conditions and any use made or resale by the Buyer of any of the Products.
- 10.2. The Company warrants that the Goods will correspond with their specification at the time of delivery and will be free of defects in material and workmanship for a period in line with the warranty stated by the original manufacturer at date of order placement.

- 10.3. Save and except as specially provided under the foregoing clauses, the Company accepts no liability for any loss or damage consequential or otherwise attributable to the acts, defaults or failure by the Officer, Servants or Employees of the Company to carry out the Contract except insofar as such loss or damages relates to personal injury or death and it is attributable to the negligence of the Officers, Servants or Employees of the Company. The Company wishes to expressly state that nothing herein is intended to affect the customer's statutory rights.
- 10.4. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Fee paid for the Product that is the subject of the claim.
- 10.5. The Company shall not be liable to the Buyer for pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract whether or not notified of the possibility of the same.
- 10.6. The Website is provided 'as is' and we exclude all warranties in relation to the Website and accept no liability arising from your use of the Website.
- 10.7. Nothing in these Conditions is intended to limit liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for other statutory rights that may not be excluded or limited by English law (including the Consumer Rights Act 2015).

## 11. Remedies of the Company

- 11.1. If the Customer fails to make payment for the Goods in accordance with the contract or commits any other breach of the contract or if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors or commits an act of bankruptcy is presented against the Customer or the Customer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole part of the customer's business or assets or if the customer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the goods shall become payable immediately. The Company may in its absolute discretion and without prejudice to any other rights which it may have: -
- 11.2. Suspend all future deliveries of Goods to the customer and/or terminate the contract without liability on its part; and/or.
- 11.3. Exercise its rights pursuant to clause 9 above.
- 11.4. The Company shall be entitled to a general lien on all goods of the customer in the Company's possession (including goods of the customer which have been paid for) for the unpaid price of all Goods sold to the Customer by the Company under a contract made further to these conditions or any other contract.

## 12. Remedies of the Customer

- 12.1. All terms, conditions, and warranties (whether implied or made expressly) whether by the Company or its servants or agents or otherwise relating to the description, quality and/or fitness for the purpose of the goods (or any of them) are excluded provided that nothing shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or its employees while acting in the course of their employment.
- 12.2. The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.
- 12.3. In any event, and notwithstanding anything contained in this contract, the Company liability in contract, tort (including negligence or breach of statutory duty) or



otherwise arising by reason of or in connection with this contract (except in relation to death or personal injury caused by the negligence of the Company or its employees while acting in the course of their employment) shall be limited to the price and the Company shall be under no liability for any direct loss and/or expense or indirect loss and/or expense suffered by the customer or liability to third parties incurred by the customer.

- 12.4. If the Goods are not in accordance with the contract for any reason the customers sole remedy shall be limited to the Company making good and shortage by replacing such Goods or, if the Company shall elect, by refunding a proportionate part of the price.
- 12.5. Nothing in this contract shall serve to limit the statutory rights of a buyer dealing as a customer.

### 13. Force Majeure

- 13.1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical, or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
  - (f) collapse of buildings, fire, explosion, or accident; [and]
  - (g) any labour or trade dispute, strikes, industrial action or;
  - (h) non-performance by suppliers or subcontractors; and
  - (i) interruption or failure of utility service.
- 13.2. Provided it has complied with Clause 2.5, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.3. The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 13.4. The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

### 14. Cancellation and returns for Business buyers.

- 14.1. If you are a Business, then once a Contract comes into existence, you may only return Products in accordance with this Condition 14 unless we in our absolute discretion agree otherwise in writing.
- 14.2. You must inspect the Products on delivery and notify us in writing of any damaged Products or missing Products within 48 hours from delivery. The Products are deemed to be accepted by you as being in conformity with the Contract if no notice is received within such time period.
- 14.3. We reserve the right to inspect the Products before we accept returned Products. If we are satisfied that the Products are damaged, or that there are missing Products, we shall arrange for a collection, and at our discretion, replace or repair the damaged or missing Products or refund the amount paid by you for the Products in question.
- 14.4. We will be under no liability or further obligation in relation to damaged or missing Products if (a) you fail to provide notice as set out above; (b) you make any further use

of the Products following notice to us and such use is inconsistent with your rejection of the Products; (c) the damage arises from normal wear and tear or from any negligence or wilful damage; and/or (d) you have attempted to repair the Products yourself.

## 15. Cancellation and returns for Consumer buyers.

- 15.1. If you are a Consumer, then you may cancel your Order in accordance with the requirements of this Condition 15. If you do cancel your Order, you must take reasonable care of the Products whilst they are in your possession and they must be returned to us before we can issue your refund.
- 15.2. You may cancel an Order made through the Website by notifying us in writing within 14 days after the date you receive the Products clearly stating the following: your name, geographical address, details of the order you wish to cancel and, where available, your phone number and email address. You can notify us by email at [hello@huntsoffice.co.uk](mailto:hello@huntsoffice.co.uk) or write to the "Sales Administration Team" at the Company address. For the avoidance of doubt, you cannot cancel an Order made in person through the Showroom under this Condition 15.2.
- 15.3. Within 14 days of the notice to cancel, you must [send the Products back to us at your own cost and risk]. We will not refund you if we do not receive the returned Products.
- 15.4. We will refund any sums paid for the Products.
- 15.5. If you do not return all the Products that you have cancelled, or you do not pay the costs of returning them to us, or the Products are damaged during the course of returning the Products, we shall be entitled to deduct from the amount to be refunded to you the direct costs of recovering the Products or to reflect the loss or damage to the Products.
- 15.6. You may not cancel your Order and/or return Products that are bespoke or personalised in any way.
- 15.7. The provisions of this Condition 15 do not affect your consumer statutory rights. We are under a legal duty to supply products in conformity with the Contract. As a Consumer, you have legal rights in relation to Products that are damaged or not as described. We ask that you inspect the Products promptly. [You must make the Products available to us as soon as possible after informing us that the Products are damaged or not as described.] We reserve the right to inspect the Products before we accept returned Products. If we are satisfied that the Products are damaged or not as described, we shall [arrange for a collection], at our discretion, replace or repair the damaged or incorrect Products or refund the amount paid by you for the Products in question. We will be under no liability or further obligation in relation to damaged or missing Products if (a) the damage arises from normal wear and tear or from any negligence or wilful damage; and/or (b) you have attempted to repair the Products yourself.

## 16. Cancellation by the Company

- 16.1. The Company reserves the right to cancel the Contract between us if (a) we have insufficient stock to deliver the Products you have ordered; (b) we do not deliver to your area; or (c) one or more of the Products you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 16.2. If the Company does cancel your Contract, we will notify you by e-mail or telephone and will refund you all sums paid by you but in any event within 30 days of receipt of your Order. We will not be obliged to offer any additional compensation for disappointment suffered.
- 16.3. The Company may cancel this contract with immediate effect by giving the Client notice in writing if:
- (a) the Customer fails to pay any amount due under the contract on the due date for payment;
  - (b) the Customer commits a material breach of any term of the contract;
  - (c) the Customer takes any step or action in connection with its entering administration,

provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(d) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.4. The Customer may cancel the Contract by notice in writing to the Company before delivery. If the Goods are manufactured to the Customer's order by the Company, the Customer accepts that the Company might not be in a position to sell the Goods to a third party. The Company, shall, however, use reasonable endeavours to mitigate its losses. The Company may charge the Customer a 5% administration fee and all reasonable costs to include, but not limited to, the price for the Goods, loss of profit, handling, storage, and disposal of the Goods.

16.5. If the Goods have been delivered, the Customer may not return any Goods which comply with the contract unless the Company agrees to accept the return of the Goods. In such a case the Customer shall pay all costs of return of the Goods and a cancellation fee which is charged at the reasonable discretion of the Company.

## 17. Communications

17.1. All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email (in case of communications to the Company) to its Head Office and Showroom address or such changed address as shall be notified to the Customer by the Company; or (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer

17.2. Communications shall be deemed to have been received: if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or if delivered by hand, on the day of delivery; or if sent by email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

## 18. Intellectual Property

18.1. All design right, copyright, patent rights and other intellectual property rights in all designs, drawings, Goods, or documents produced or supplied by the Company shall be owned by the Company, even if they have been commissioned by the Customer.

18.2. No reproduction, copying, scanning, storing, or recording by any means in any form nor broadcasting, transmission or dissemination through any medium of the drawings or any part thereof is permitted without the express written consent of the Company.

18.3. Any such rights in any such things produced, supplied, or made available by the Customer shall remain the property of the Customer, and the Customer warrants its title to them to the Company, except as expressly disclosed in writing, and agrees to indemnify the Company against any claims by third parties in respect of infringement of their intellectual property rights.

18.4. The Customer shall not remove, alter, deface, or tamper with any of the trade or other marks, names or numbers affixed to or marked on the Goods, or allow anyone else to do so.

## 19. Applicable Law, and Jurisdiction

19.1. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

- 19.2. If any provision of the Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 19.3. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 19.4. The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.5. The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

- END -

