

## ROSEHIP UPHOLSTERY: TERMS AND CONDITIONS 2022

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### Business details:

Rosehip Upholstery  
The Coach House  
12 Sully Terrace Lane  
(Garages Behind Sully Terrace)  
Penarth  
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Contact Name: Susie Cobbledick (Owner/Upholsterer)

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### BESPOKE UPHOLSTERY SERVICE

#### 1. CONDITIONS

1.1 These terms and conditions will form the basis of the contract between Rosehip Upholstery and the client in relation to the sale of Goods and/or Service

1.2 An estimate will be given to clients following a consultation, which will take into consideration the labour and material costs for your project. Any additional work, for example interior frame repairs hidden by upholstery, which may not be apparent when the estimate was given, will be discussed with the customer as soon as it is discovered. I will advise you on a course of action and work will continue on agreement. The customer is liable for these additional costs.

1.4 Estimations do not include top fabric costs.

1.5 Any changes you would like to make to an order must be submitted in writing following a consultation with myself. A price will be agreed before I can proceed with the project.

1.6 To avoid any confusion, I cannot accept telephone orders. Please contact me via phone, email, Facebook or through my website to arrange an appointment to bring your piece to the workshop for assessment. For orders accepted over email, I cannot begin work until full assessment in the workshop. This may alter the quote given to you and Rosehip Upholstery has the right to adjust quotes in this instance.

1.7 Please be aware that unless otherwise stated, the original covers will be removed prior to upholstery and discarded. If you would like these covers to be returned to you, please make me aware of this in writing before work begins.

1.8 Time taken for project completion is independent to each piece. I strive to complete all orders within the given time frame. If unexpected delays do occur, whether it be material supplies or outsourcing or hand finishing details, I will get in touch as soon as I am aware and discuss. Client happiness and a high quality item are my top priority.

1.9 A copy of these terms and conditions (T&Cs) will be sent to you with a written quotation. On acceptance of the quote you are deemed to have entered into a contract

with Rosehip Upholstery and accepted these T&Cs. Your acceptance is defined by the date of your email acceptance.

I endeavour to deliver items in accordance to the time commitments discussed with each individual client, providing the materials needed to complete the work are available at the time the work is undertaken. Any supplier problems or other any other factors which may delay or affect delivery times will be discussed with the customer. Please be aware that if you have chosen fabric sourced from other countries this may affect the completion date. All customers will be kept informed of any supply problems or any other factors that may affect delivery times.

## 2. CARRIAGE/DELIVERY

It is the clients responsibility to deliver and collect their order to and from the workshop premises. If this is not possible, small items may be able to be delivered/collected by myself depending on workload and will incur a small delivery fee depending on distance.

## 3. OUTSOURCING

3.1 I use established professionals in the local area to carry out any wood finishing, carpentry, and foam cushion filling. If you would like more information on these businesses please get in touch.

3.2 In the unlikely event of any production delays occurring from these sources, Rosehip Upholstery is not held liable.

3.3 For larger pieces, if other means of transport are required to or from any of the above companies, the client will be liable for additional transport costs.

## 4. PAYMENT TERMS AND INTEREST

4.1 I will require a 10% (non- refundable) deposit following quote acceptance which will enter my client into a contract with Rosehip Upholstery and the acceptance of these terms and conditions.

4.2 The remaining balance is due in full on the day of delivery or collection of your order. An invoice in writing will be handed to you ,or emailed, on the day of collection/delivery. I accept Direct Bank Transfer ideally, but also card payment in person.

4.3 Any overdue invoices will be charges at an interest of 8% per month.

4.4 The cost of any Fabrics ordered through Rosehip Upholstery will be requested prior to the project start date, including delivery charge. Any outsourcing costs for example wood finishing, carpentry, Pirelli webbing sets and foam inners will also be requested prior to project commencement.

## 5. PRICE

5.1 The price shall be the price on the quote given to you via email along with these Terms and Conditions. If any additional work is needed (as described in point 1.2) then this will be additional to the price.

5.2 Any Delivery/Carriage costs will be extra and payable by the client.

5.3 Prices quoted stand for 30 days.

5.4 Outsourcing prices (such as foam) and sundries and internal stuffings can fluctuate. Costs given in the quotation are accurate at the time of quotation. If an increase has arisen by the time your piece is worked on, you will be informed via email prior to job commencement.

## 6. BESPOKE UPHOLSTERED FURNITURE: GOODS

6.1 Rosehip Upholstery will have the right to make any changes which are necessary to comply with the applicable law or safety requirement. If changes are necessary, these will be discussed with the client.

6.2 All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. Any furniture that precedes 1950 does not come within the scope for the above 1988 Regulation.

6.3 All new covering fabric supplied by Rosehip Upholstery will comply with these regulations. Covers which contain 75% or more natural fibres will be used in conjunction with an Interliner which complies with the regulations.

6.4 I do my best to advise clients of suitability of fabrics whether supplied by myself or not, however, I can not take responsibility for the future behaviour of any covering fabric especially that is supplied by the Client and not from one of my fabric suppliers. Covering fabric that is supplied by the Client is at their own risk.

6.5 When a Client supplies their own cover fabric, it is their responsibility to ensure that the fabric they choose is suitable for its intended purpose and complies with Safety laws relating to that purpose ( see clause 6.2).

6.6 When a client supplies their own cover fabric which does not meet the required Safety Standards and therefore not fit for purpose, it is the clients responsibility to pay for any additional treatments which the fabric may need. This includes postage/delivery costs.

6.7 Shortage of fabric supplied by the Client is the clients responsibility.

6.8 When a client orders their own fabric, please request fabric companies supply fabric on tubes, with no more than one fabric per tube. One continuous length of fabric should be supplied.

6.9 Rosehip Upholstery cannot be held responsible for fabric flaws. If any flaws are found in the fabric when inspected, I will let the client know if I am unable to cut around them. If the client has purchased the fabric independently, it is then the clients responsibility to resolve this with the manufacturer. If the fabric has been ordered through Rosehip Upholstery, I will take on this responsibility and cannot be held liable for any additional cost that may incur, or if the fabric is no longer available.

6.10 I can not be held responsible for the future behaviour of any cover fabrics and trimmings i.e their wearability, fading, damage to person or property, shrinkage.

6.11 Rosehip Upholstery reserves the right to charge for fabric that does not behave well or if a patterned fabric is purchased by the customer following a quote given for a plain fabric.

6.12 Rosehip Upholstery reserves the right to refuse any piece into the workshop that has  
a) any kind of live infestation e.g woodworm b)requires extensive repairing or c) is unsafe to work on.

## 7. NOTICE OF RIGHT TO CANCEL

7.1 If you wish to break this contract, please inform me in writing either through post or in person within 7 days of accepting these Terms and Conditions.

7.2 If you have any issues regarding your order, they must be brought to my attention via email within 7 days of you receiving the goods. Please get in touch in writing to discuss. Following this time, any changes you wish to make may be charged.