



## **Products Terms and Conditions**

### **1. Introduction**

- 1.1. These are the terms and conditions on which Octavia Dickinson Ltd (“OD Ltd”, “us”, “we”, “our”) supplies its items (“Products”) to you (“Client”) via its website ([www.octaviadickinson.co.uk](http://www.octaviadickinson.co.uk)) or any other location.
- 1.2. Product specific terms can be found below under the section ‘Product Specific Terms’.
- 1.3. Please ensure you read these terms fully before submitting any order requests to OD Ltd. These terms give detail on the contract that will be formed by engaging with OD Ltd for one or more of their Products.
- 1.4. If for any reason you wish to contact OD Ltd, please do so by email to [office@octaviadickinson.co.uk](mailto:office@octaviadickinson.co.uk) or by writing to us at Ship House, 35 Battersea Square, London, SW11 3DP.
- 1.5. Publications, letters, faxes and email shall all constitute written communication.
- 1.6. Our VAT number is 270278502 and our company registration number is 11263397.
- 1.7. If you, find these terms unacceptable you must not enter into a contract with OD Ltd.

### **2. Prices, VAT, Proforma Invoice and Quotes**

- 2.1. All prices are in Pound Stirling (GBP)
- 2.2. All Prices communicated in writing, will have VAT stated separately. If the rate of VAT changes between the date of invoice and the payment date, then the difference will be charged/refunded to the Client.
- 2.3. All reasonable measures will be taken to ensure the correct Price appears on all OD Ltd communication, but for the avoidance of doubt, the Price of an item will be confirmed on the proforma invoice or invoice.
- 2.4. Any errors or admissions in the proforma invoice or invoice will be the sole responsibility of the Client.
- 2.5. All Prices exclude delivery and insurance unless expressed by OD Ltd in writing.
- 2.6. Trade prices are only applicable to Clients who have had their Trade Account confirmed by OD Ltd. Retail prices (RP) will apply to all other Clients.
- 2.7. All Proforma Invoices and Quotes will be valid for 30 days from the date of issue, unless otherwise agreed by OD Ltd in writing.
- 2.8. Unpaid pro-forma invoices will become void after 2 weeks.
- 2.9. Proforma Invoices shall constitute an offer by OD Ltd.
- 2.10. Quotes shall not constitute an offer from OD Ltd.

### **3. Reservations**

- 3.1. Reservation of items must be confirmed, in writing, by OD Ltd. No other form of communication shall assume the reservation of an item.
- 3.2. Reservations will be honoured for 2 weeks, unless expressed, in writing, by OD Ltd.



#### **4. Order Acceptance and Payments**

- 4.1. Without exception, only payment (when money is received into OD Ltd's bank account) of an invoice or pro-forma invoice shall constitute an order acceptance, and together with these Terms, the formation of the contract between OD Ltd and the Client.
- 4.2. Stock cutting approvals must be in writing. Payment of stock cutting invoices does not constitute order approval.
- 4.3. Any errors or admissions in the proforma invoice or invoice will be the sole responsibility of the Client. All changes to the order will be subject to clause 5 of these terms.
- 4.4. Payments can be made via BACS only.

#### **5. Changes to an order**

- 5.1. All changes requested by the Client to an order, must be made in writing.
- 5.2. OD Ltd will endeavour to make the requested changes free of charge, however in certain instances this may not be possible. Where it is unavoidable that additional charges will be incurred, OD Ltd will inform the Client prior to these changes being implemented.

#### **6. Cancellations**

- 6.1. Cancellations, prior to payment, of part of an order is subject to clause 5 of these terms.
- 6.2. Cancellations, prior to payment, of the whole part of an order must be made in writing.
- 6.3. OD Ltd will endeavour to make the requested pre-payment cancellations free of charge, however in certain instances this may not be possible. Where it is unavoidable that charges will be incurred, OD Ltd will reduce the amount refunded to the client by the corresponding retail price of the activity which had already taken place.
- 6.4. Cancellations after payment has been made will be deemed a 'Return' and be subject to product specific terms (see below)

#### **7. Production and Images**

- 7.1. Due to the nature of many of the production processes that OD Ltd employs their subcontractors to carry out, there will be occasional natural flaws and natural variation in their products.
- 7.2. Images used by OD Ltd in its publications and website are as true as reasonably possible. However, we cannot guarantee that a screen's display of an image accurately reflects the colours of a Product. OD Ltd strongly recommend seeing and handling the product in person, so as true a likeness to the purchased product can be experienced.

#### **8. Lead Times**

- 8.1. Indications of lead times can be provided but must not be relied upon.
- 8.2. Confirmed lead times will be provided from the date of received payment.

#### **9. Delivery and Storage**



- 9.1. Delivery charges are quoted separately, and are subject to VAT.
- 9.2. Delivery dates can only be confirmed once payment has been received.
- 9.3. Deliveries will be carried out on behalf of OD Ltd by subcontractors. If the Client wishes to use a specific delivery contractor, this must be made in writing prior to the collection date. Additional charges may apply if there's an uplift in cost as a result.
- 9.4. OD Ltd offer the full range of delivery options, but specific requirements must be made in writing prior to accepting an order to ensure the correct delivery option has been quoted.
- 9.5. It is the sole responsibility of the client to ensure the Products delivered are correct. In instances where a Product is being delivered to a third party, the third party will assume this responsibility on behalf of the client.
- 9.6. OD Ltd offers no storage as standard.

## **10. Risk and Title**

- 10.1. Risk in, and Title to, the Products that have been purchased will not transfer to the Client until the product has been dispatched.

## **11. Returns and Refunds**

- 11.1. See Product Specific Terms below.

## **12. Liability**

- 12.1. OD Ltd does not exclude or limit, in any way, our liability where it would be unlawful to do so. This includes, but is not exclusive to; death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; the breach of statute (Sale of Goods Act 1979 and Supply of Goods and Services Act 1982), or any other matter where it would be unlawful to do so.
- 12.2. OD Ltd will not be liable for any loss or damage that is not foreseeable. OD Ltd will, under no circumstances, be liable of any circumstances for any consequential loss.
- 12.3. Whilst OD Ltd reasonably endeavours to use accurate images and descriptions in our publications, OD Ltd will not be responsible to the Client for these images and descriptions being accurate (see Clause 7.2 of these terms).

## **13. Termination**

- 13.1. OD Ltd may terminate the contract, at any stage, should the Client be in breach of the contract. OD Ltd will confirm the termination in writing.

## **14. General**

- 14.1. None of the terms set out in these terms apply to any third parties, and therefore the Rights of Third Parties Act 1999 will not apply
- 14.2. The Clients right to make a complaint is acknowledged in these terms, and any Client wishing to do so should contact OD Ltd.
- 14.3. The governing law, under which these terms falls is English Law.



## **15. Fabric and Wallpaper Product Specific Terms**

### **15.1. Samples, returnable samples and stock cuttings**

- 15.1.1. All samples, returnable samples and stock cuttings will be sent out by post.
- 15.1.2. All samples and returnable samples are for information and guidance purposes only. Due to the nature of OD Ltd's manufacturing processes, it cannot be guaranteed that all colours and quality will match other samples and final Products.
- 15.1.3. Samples can be requested free of charge for all Trade Clients. All other Clients will be charged for samples at the communicated price.
- 15.1.4. Returnable samples ("Returnable") will be loaned out to the Client for a 4-week period free of charge. After the 4-week period, each unreturned Returnable will be charged at £10+VAT per week. Any lost Returnable will incur a charge to the Trade value of 0.5m of the lost fabric.
- 15.1.5. Stock Cuttings are recommended wherever different batches of the same fabric are being used. It is the sole responsibility of the client to ensure stock cuttings are requested.
- 15.1.6. Stock cutting approvals must be in writing. Payment of stock cutting invoices does not constitute order approval.
- 15.1.7. Waived stock cuttings must be made in writing. Where a stock cutting has been waived, no returns based on colour matching, will be accepted. Correct product identification is the sole responsibility of the Client.

### **15.2. Tolerance**

- 15.2.1. OD Ltd applies levels of tolerance for its fabric and wallpapers at 1 flaw per 100cm and 1 within every 100cm thereafter.
- 15.2.2. OD Ltd recommends adding an additional 10% (with a minimum of 0.5m) of the order quantity on to every fabric order to account for margin for error.
- 15.2.3. OD recommend ordering at least 1 additional roll of wallpaper for every order to safeguard against future damage and ensuring a colour match.

### **15.3. Minimum orders**

- 15.3.1. Minimum orders shall be communicated in the proforma invoice or invoice

### **15.4. Returns**

- 15.4.1. Returns where the fabric has been cut from stock or put into production will be non-refundable.
- 15.4.2. Returns where fabric has not been cut or put into production, and no other costs have been incurred, will be subject to a £50+VAT handling fee. Where costs have been incurred these will be charged at full retail price.
- 15.4.3. Returns based on quality must be agreed in writing prior to the item being shipped back to OD Ltd. Once agreed, OD Ltd will arrange for collection of the item.



15.4.4. The client shall be reimbursed the shipping costs for any Returns.

15.4.5. Refunds will only be made for orders which have been paid for but have not been cut or put into production and faulty items.

**15.5. Usage, cleaning and quality**

15.5.1. All OD Ltd usage recommendations are for guidance purposes only. Fabrics being used for upholstery purposes must meet all relevant fire regulations.

15.5.2. It is the responsibility of the Client to use the fabric for an appropriate purpose.

15.5.3. All our fabrics are strictly dry clean only, and the Client must expect up to 5% shrinkage.

15.5.4. A residual shrinkage of up to 2% should be expected when making loose covers and curtains.

15.5.5. OD Ltd's fabrics and wallpapers are not guaranteed against colour fading.

15.5.6. OD Ltd's fabrics are not guaranteed against piling.

15.5.7. OD Ltd's fabrics are not guaranteed against seam slippage.

**15.6. Liability**

15.6.1. OD Ltd provides samples for all our fabrics, and therefore OD Ltd has no liability to the Client for any inaccuracies in any of our publications.

**16. Furniture Product Specific Terms**

**16.1. Samples and colour matching**

16.1.1. Samples and colour matching of materials are available on request and may or may not be charged for.

**16.2. Tolerance**

16.2.1. In line with Clause 7 of these terms, a level of tolerance should be expected.

**16.3. Bespoke Products**

16.3.1. It is the responsibility of the Client to ensure the correct information is provided, and provided in writing, for all bespoke Products.

**16.4. Returns**

16.4.1. Returns where the production has started will be subject to charges correlating to the amount of costs incurred up until that point.

16.4.2. Returns where the product has not started, and no other costs have been incurred, will be subject to a £50+VAT handling fee. Where costs have been incurred these will be charged at full retail price.

16.4.3. Returns for bespoke, made to measure and/or have been personalised will not be available, unless the Product is faulty.

16.4.4. Returns for standard items must be requested within 14 days of delivery. Any Returns requested after 14 days will be at OD Ltd's discretion.



- 16.4.5. The Client must return the item within 14 days.
- 16.4.6. Returns will only be accepted subject to the item being in original condition.
- 16.4.7. The client shall be reimbursed the shipping costs for any Returns due to faulty goods only.
- 16.4.8. Refunds may be reduced if the item has decreased in value for any reason caused by the client.
- 16.4.9. Refunds will be made within 3 days of receipt of the returned item/s.
- 16.4.10. Returns will only be available to the Client.