



rebecca scott

ENGLAND

## Terms & Conditions

### 1. Terms & Conditions of Sale:

These terms and conditions apply to all customers regardless of the product and/or services supplied. They detail our obligations to you, as our customer and what we require from you. We reserve the right to change any prices, product specifications, delivery lead times and availability at any time. All prices and descriptions supersede all previous publications.

### 2. General:

Acceptance of these terms is signified and implied by the customer ordering the goods in writing, by phone, verbally or by e-mail. If orders are taken over the phone or verbally in person we recommend you check your invoice as we cannot be held responsible for errors, which may occur if not supported by an official purchase order. These terms relate to all outdoor & indoor furniture, lighting, fabric and accessory collections from the Rebecca Scott Brands (Rebecca Scott furniture, Fine Art Lamps, Tribu Outdoor Furniture) as well as goods manufactured as part of our Rebecca Scott custom and bespoke service.

### 3. Pricing:

- Quotations are issued E & OE (errors and omissions excepted) and are valid for 30 days.
- Pricing applies to the style reference, quantity and dimensions specified.
- All unit prices are in Sterling, ex VAT and exclude fabric, special finishes and delivery charges unless otherwise stated.
- All delivery costs are identified separately on the same sales invoice.
- All Freight quotes (UK & Worldwide) may vary from the initial quote depending on final product selection and the delivery location.

### 4. Dimensions:

All dimensions are approximate, slight variations in dimensions may occur due to the materials used in production. Please contact us if more detailed information is required, CAD drawings for standard product can be supplied upon request. If furniture is to fit a specific space please let us know at the time of order.

### 5. Materials & Finishes:

Rebecca Scott supplies bespoke, handmade and hand finished products manufactured using a variety of materials including wood, metal, stone, glass, carbon fibre, fabric and skins. Slight variations in character, texture, colour and finish is inherent in such materials and should not be considered a fault in or of the product.

Rebecca Scott is not responsible for damages relating to natural fading or discolouration, oxidation, humidity, prolonged exposure to sunlight or salt air or other unsuitable environmental conditions. We would always recommend regular cleaning and maintenance of all furniture and lighting, cleaning information can be provided upon request.

The Tribu outdoor furniture collections use a variety of materials and fabrics all designed for external use, more detailed information can be provided about the materials and their durability upon request. If your product is to be used by the sea, near a swimming pool or in a polluted industrial district an extra surface treatment is available at an additional cost for collections incorporating stainless steel.

### 6. Custom and Bespoke products:

Rebecca Scott retains all intellectual property rights over custom made and bespoke furniture designs. All quoted lead times commence once payment has been received and where appropriate the CAD drawings signed off. When ordering a custom or bespoke item we can only provide an estimated lead-time. We accept no responsibility for delays in the production as many external factors can affect the time it takes to manufacture custom & bespoke orders.

Pricing provided for custom and bespoke products are an estimate only and we reserve the right to apply additional charges for changes to the original design intent and for unforeseen costs incurred during the production process. Additional changes to the original design after items are in production may not be possible and may impact lead times.

If you are providing us with imagery to reproduce we cannot guarantee an exact match unless complete CAD drawings are supplied. We reserve the right to alter dimensions during the production process to enhance the comfort and the look of custom and bespoke items.

Please ensure that consideration has been given to the following areas prior to placing your custom or bespoke order.

- Has everything been included in the design; are special hinges required, fixed or adjustable shelves, drawers on soft close runners?
- Has your furniture been designed to store electrical goods or clothing, if so will they fit, have these dimensions been taken into consideration?
- Do you require toughened glass or beveled mirror and/or glass?
- Is your furniture sitting on a hard floor or carpet? Furniture legs can sink into thick pile carpet and reduce the overall height of your furniture. Likewise uneven hard floors may cause certain furniture to appear unstable. In such environments we recommend that adjustable feet are requested at the time of ordering.
- Is access to the property adequate? Will your furniture fit in the building / room? Are stairs and doorway widths and heights an issue?
- Please note that custom and bespoke product manufactured to a customer's specification cannot be returned due to the unique nature of the individual piece.

Rebecca Scott cannot be held responsible if consideration has not been given to the above. Please confirm your specification by signing your CAD drawing at the point of order. Once the order has gone into production it may not be possible to make changes to the design. Where amendments are possible, any additional costs incurred will be charged and the revised lead-time confirmed. Changes to the design after initial delivery including collection and redelivery will be charged.

### 7. Customers Own Material:

The fabric quantities recommended for upholstery apply to plain fabric with no pattern repeat based on a fabric width of 137cm. It is the customer's responsibility to advise us of any specific pattern repeat or directional fabric requirement as the quantity required may alter.

Leathers and other natural skins are usually supplied by the hide or in square meters and not by the linear meter. Please confirm your requirements with your hide supplier.

Customers own material must be supplied with a fire retardant, which meets British fire regulations or the fire regulations of the destination country. It is the responsibility of the customer to assess the needs of the project for FR certification.

A fire retardant barrier cloth can be supplied at additional cost. Please note a barrier cloth may make it difficult to apply certain decorative items such as upholstery studs and nails and therefore we cannot be held responsible for any changes to the original design intent that may occur as a result.

**9. Conformity:**

All Fine Art Lamps are wired to 220V (European) or 240V (British) and carry the CE marking. Fine Art Lamps has UL approval (U.S.) for Halogen, LED and outdoor products, which can be wired for, use worldwide. SASO certification is available upon request at additional cost. Fine Art Lamps are supplied for worldwide use please contact us if you would like more information. Bulbs are only provided where stated. Tribu products are compliant with EU and USA standards, further information can be provided upon request.

**10. Warranty:**

Specific warranty information is available for each of our brands upon request.

**11. Account application form:**

New trade customers are required to complete an account application form which can be provided upon request or downloaded from our website.

**12. Placing an order:**

When placing an order you will need to submit your company purchase order clearly stating any special requirements, delivery address details and contact name & number. To avoid potential errors any product codes should be clearly noted on the Purchase Order. All orders for custom and bespoke items will be provided with a CAD drawing, unless previously provided by the client, which must be signed and returned before production can begin.

**13. Lead times:**

Production of your order will commence once an official purchase order and payment, subject to the agreed terms are received. Lead times apply from receipt of cleared funds and where applicable approved CAD drawing.

Please be aware that delays in receipt of COM and changes made to the original design once an order is in production will impact on quoted lead times.

**14. Payment:**

All new accounts and orders under £5,000 ex VAT are proforma and require full payment. For deliveries requested within 4 weeks of ordering (subject to availability) payment is requested in full by return. Items purchased from stock must be paid in full upon receipt of payment delivery or collection can be arranged. Orders over £5,000 ex VAT require a 60% deposit with the balance due prior to shipping. Our lead times are quoted from receipt of payment, no orders are put into production until payment has been received. Balances for all lighting orders will be requested two weeks prior to the estimated shipping date from America. Orders where payment has not been received within a 10-day period will be cancelled.

All products remain the property of Rebecca Scott Ltd until paid in full. All legal costs incurred collecting overdue payments will be charged to the customer.

Bank Transfer; Please reference all online transactions with your RS invoice number and company name on the wire transfer for faster identification. Bank transfer details can be provided upon request.

**15. Cancellations:**

Once an order is confirmed and payment has been received it cannot be cancelled or changed without incurring charges to cover the time and costs already committed.

**16. Storage Fees:**

Please note that storage fees may be charged if customer defers from the original scheduled &/or agreed delivery date by more than one calendar week. Customers are advised to contact Rebecca Scott immediately to discuss any revisions to their installation dates. Fees are charged at 5% of net order value per week.

**17. Delivery:**

Delivery charges apply to all orders. Collection of items from our London showroom that have been purchased from the showroom stock is possible.

Mainland UK deliveries are organized with our in-house delivery team or courier service on a week commencing basis and are suitably wrapped for UK delivery. A quotation is provided at the point of quote or invoice and is dependent on the order value, delivery location and access. A separate quotation for deliveries to Devon, Cornwall, Wales & Scotland can be provided upon request.

Quotations can be provided for a white glove delivery service that includes delivery, unpacking, removal of all packing materials and the products placed in the room requested. If product cannot be placed in the correct room due to misleading access information then the goods will be placed in an alternative safe place onsite.

Deliveries to meet specific timeslots are possible by advance arrangement and may incur additional charges.

Our Delivery Access form must be completed in full and submitted prior to delivery. All deliveries rely on accurate access details being provided. If delivery cannot take place due to inaccurate information a redelivery charge will be incurred.

All our deliveries require the customer or representative to sign the delivery note to confirm that the delivery has been received in good condition, any damage to the goods after this point will no longer be liable to Rebecca Scott.

Worldwide deliveries including export crating can be quoted on an individual basis, please allow 48 hours for a quote.

All freight quotes (UK, Worldwide) are based on estimates this may vary from the initial quote, depending on the final product selection and delivery location.

All export quotes do not include customs, duties, taxes or clearance charges unless otherwise stated. It is the responsibility of the recipient to pay these charges, please note that goods will not be released from customs until all charges have been paid.

VAT applies to all orders in the UK. VAT is payable on sales to other EU countries unless the buyer can provide a valid EU VAT registration number for the destination. A zero rated VAT invoice will be generated upon receipt of the buyers EU VAT Number. In accordance with HMRC regulation the customer then needs to supply the evidence of removal paperwork within 3 months from the date of full payment. If this is not received Rebecca Scott will issue an invoice for the outstanding VAT amount.

Exports to the rest of the world can be zero rated providing the goods are delivered directly to a shipper and leave the country within 3 months from the date of full payment. Upon receipt of the evidence of removal paperwork required by HMRC the VAT amount will be refunded by Rebecca Scott.

**18. Assembly & Installation:**

Rebecca Scott are not responsible for assembling or installing any of our Furniture, Lighting or Outdoor furniture products supplied by ourselves, Fine Art Lamps & Tribu.

All custom or bespoke Rebecca Scott joinery that requires specialist installation by our team will be noted as a separate cost on your quotation. Customers will be responsible for engaging a qualified electrician to hard wire mood or decorative lighting within bespoke furniture.

If you require assistance with a Rebecca Scott Indoor furniture installation, i.e. hanging mirrors, headboards etc., this can be done at the point of delivery for an additional charge. Please call our team to discuss your requirements and request a quotation ahead of your delivery.

Rebecca Scott does not offer an unpacking, assembly or installation service for Fine Art Lamps. Lighting products will require onsite assembly; depending on the collection this could be attaching the shade to the base or hand wiring crystals. Clients purchasing Chandeliers, Wall sconces and Pendants, which require hard wiring, will need to arrange for their electrician to come to site. We recommend that this be arranged for the day after the delivery, as we are unable to guarantee exact times on the day of delivery.

Rebecca Scott are not responsible for assembling or installing Tribu outdoor furniture. Selected Tribu products do require assembly on site. Please contact us if you would like us to confirm if your order will require assembly by yourselves upon delivery. An assembly service can be provided upon request at additional cost.

**19. Damages**

All of our products are made to order and therefore cannot be returned. All orders are subject to quality inspection prior to delivery. In the event of receiving damaged or missing parts and where liable, Rebecca Scott will rectify the situation as soon as possible.

If the fault is due to poor manufacture we will repair your item at no cost to you. This guarantee excludes changes to dimensions, cushion fillings, finish, or fabric, which can be quoted separately upon request.

Please ensure that the packaging is checked thoroughly on all lighting orders before disposing as small parts are often over looked and thrown away in error.

To report damaged or missing parts within 24 hours of receipt. Please follow the procedure below.

- o Inform the Rebecca Scott team if the goods are to be unpacked outside this 24hours period.
- o Complete a damages form and return it with photographs clearly showing the damage and packaging of the item in question.
- o Upon receipt of the damages form we can then assess the situation and work to resolve it as soon as possible.
- o Note that due to the different manufacturing locations of the companies we distribute, Fine Art Lamps (U.S.A.), Tribu (Europe) this will impact on response times.

Furniture, Lighting or accessories purchased from stock, during sale times or at clearance prices are sold as seen and cannot be returned.

**20. Risk & Title:**

Risk of the goods passes to the customer on delivery, however the goods remain our property until paid for in full. We may for the purpose of recovery, enter any premises where goods are stored for the reason of repossession.

**21. Limited Liability:**

All goods are supplied on the condition that our liability for any fault or defect in the quality, condition description or suitability for any purpose is limited to an amount not exceeding the original purchase price of the specific item ordered.

**22. Dispute:**

Every effort is made by us to offer the highest possible standard of service. However in the event of any disputes English Law governs this contract.

Company Registration Number 03537255

VAT Registration Number GB714401966

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