

# MORRIS BESPOKE

L O N D O N

RICHARD A. H. MORRIS LIMITED

## TERMS AND CONDITIONS OF SUPPLY

### 1. THESE TERMS

1.1 We may supply the following goods and services to you through our website, by telephone or by email:

1.1.1 furniture (to include seating, mirrors and lighting);

1.1.2 bespoke furniture made in accordance with our or your own (or a combination of both) specification;

1.1.3 bespoke furniture drawing and design service;

1.1.4 bespoke material colour matching service;

1.1.5 furniture samples;

1.1.6 standard material samples; and

1.1.7 bespoke material samples,

(together, "products").

1.2 These terms and conditions ("these terms") apply to the order by you and the supply of products by us to you through our website, by telephone or by email.

1.3 When you buy products from us you are agreeing to these terms.

1.4 These terms may be changed by us at any time. The most current version of the terms at the time of your purchase will apply to your purchase.

### 2. WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS

2.1 Richard A. H. Morris Limited is a company registered in England and Wales with company number 13683156 (trading as Morris Bespoke) and our registered office is at 10 New Square, Lincoln's Inn, London WC2A 3QG. Our VAT number is 343 4340 25. We operate the website <https://morrisespoke.com> (launching Summer 2023).

2.2 You can find everything you need to know about us, Richard A. H. Morris Limited trading as Morris Bespoke, and our products, by contacting us before you order. We confirm the key information to you in writing by email before you order.

2.3 You can contact us by telephone on +44 (0)20 7731 4772 or on our website [morrisespoke.com](https://morrisespoke.com) or by email at [info@morrisespoke.com](mailto:info@morrisespoke.com) or by post at 3 Avondale, Vera Road, London, SW6 6HQ.

### 3. WE DON'T GIVE BUSINESS CUSTOMERS ALL THE SAME RIGHTS AS CONSUMERS

For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

### 4. IF YOU ARE A BUSINESS CUSTOMER THIS IS OUR ENTIRE AGREEMENT WITH YOU

If you are a business customer, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### 5. PLACING YOUR ORDER

5.1 Please contact us by telephone on +44 (0)20 7731 4772 or by email at [info@morrisespoke.com](mailto:info@morrisespoke.com) to place an order for products. We will provide you with a written quotation for the price of the product you have requested.

5.2 Where you are placing an order for bespoke goods or services, we will only provide you with a written quotation once we have received all the approvals, information and materials (as relevant) that we need from you.

5.3 Our price quotations are valid for 30 days.

5.4 We do not normally charge for furniture samples or standard material samples, but that is at our discretion.

### 6. YOUR RESPONSIBILITIES

6.1 If we are making or supplying the product to measurements you provide, you are responsible for making sure those measurements are correct.

6.2 If we are making or supplying the product with fabric or other materials you provide, you are responsible for making sure that fabric or other material is free from defects and compliant with all current fire, safety and all relevant regulations. We will not accept any liability for any defect in the product caused by defective fabric or other materials provided by you.

## 7. ACCEPTING YOUR ORDER

7.1 Please let us know if you wish to proceed following receipt of our price quotation. We will then contact you to confirm that we have accepted your order and will send you an invoice requesting payment. The contract between us is formed when we accept your order.

7.2 You are responsible for ensuring that your order and specification are complete and accurate.

## 8. PAYMENT

8.1 We accept payment by card, cash, cheque or bank transfer. We will provide you with further information about how to pay when we send you our invoices.

8.2 All payments must be made in pounds sterling.

8.3 Payment for goods and services and all applicable delivery charges is in advance, subject to the rest of this Clause 8.

8.4 If you place an order for a product made in accordance with your specification:

8.4.1 a deposit of 70% of the total price of the furniture is due and payable when you place your order. We may choose, at our discretion, to deduct the cost of any drawing and design services, colour matching services or samples previously paid for by you and provided by us to you from the deposit. The deposit is non-refundable; and

8.4.2 the balance (equalling 30% of the total price of the furniture) plus delivery charges is due and payable prior to delivery of the furniture, which will be the subject of a separate invoice.

## 9. DELIVERY CHARGES

9.1 The price of the products does not include delivery charges.

9.2 We may choose not to charge delivery charges for our products, sample furniture and bespoke furniture made in accordance with your specification, but at our discretion.

9.3 Where you have placed an order for sample furniture or bespoke furniture made in accordance with your specification, we will advise you of our delivery charges when you confirm the delivery address to us in writing after we contact you to tell you that your furniture is ready for delivery.

## 10. PRICE OF PRODUCTS

10.1 The prices of the products will be as set out in our written price quotation referred to in Clause 5 (Placing your order) above. Prices for our products may change from time to time, but changes will not affect any order you have already placed.

10.2 The price of products includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

## 11. VAT

11.1 We charge VAT on our products (where applicable) at the applicable current rate chargeable in the UK for the time being.

11.2 If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the products in full before the change in VAT takes effect.

## 12. IF YOU ARE A BUSINESS CUSTOMER YOU HAVE NO SET-OFF RIGHTS

If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counter-claim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 13. WE CHARGE INTEREST ON LATE PAYMENTS

If we are unable to collect any payment you owe us we reserve the right to charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## 14. DELIVERY, TRANSFER OF RISK AND TITLE

14.1 We will advise you of an approximate delivery date when we confirm receipt of payment or, in the case of bespoke furniture, the deposit. In the case of bespoke furniture, lead times are always calculated from the date of receipt of deposit.

14.2 Occasionally our delivery to you may be affected by an event outside our control. See Clause 21 (We are not responsible for delays outside our control) for our responsibilities when this happens.

14.3 Delivery is complete once the products have arrived or been unloaded at the delivery address you have confirmed to us in writing and the products will be at your risk from that time.

14.4 If your product is goods (rather than services), you will own it once we have received payment in full, including all applicable delivery charges.

14.5 We will not be liable to the extent that any failure to deliver was caused by an event outside our control (see Clause 21 (We are not responsible for delays outside our control)), or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of products.

#### 15. BESPOKE FURNITURE

Where we are providing bespoke furniture:

15.1 we will contact you when your bespoke furniture is ready for delivery with a delivery date;

15.2 we will arrange delivery to you and, if agreed beforehand, will be responsible for unpacking and installing your bespoke furniture in your desired location on delivery; and

15.3 it is your responsibility to unpack your bespoke furniture (if you have requested that we do not unpack on delivery), inspect your bespoke furniture and notify us of any damage within 24 hours from delivery. We will not accept liability for damage notified after that time.

#### 16. FURNITURE SAMPLES AND MATERIAL SAMPLES

16.1 At your request, we will provide you with:

16.1.1 sample furniture for a period of up to 48 hours; and/or

16.1.2 standard material samples for a period of up to 14 days.

16.2 Charges may be applicable to the provision of sample furniture and standard material samples, to be agreed in writing.

16.3 We will arrange delivery to you of standard material samples. It is your responsibility to return standard material samples to us at 3 Avondale, Vera Road, London SW6 6HQ within 14 days of receipt, at your own cost.

16.4 We will arrange delivery to you and collection from you of sample furniture. We will be responsible for unpacking and installing sample furniture in your desired location on delivery, if within central London. We will be responsible for packing and removing sample furniture at collection.

16.5 It is your responsibility to inspect sample furniture when it is delivered to you and to notify us immediately of any existing damage at the time of delivery.

16.6 We will charge you for any damage caused to furniture samples or standard material samples while in your possession.

#### 17. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the products (including copyright and rights in designs) whether registered or not, are and will remain, owned by us.

#### 18. INTERNATIONAL DELIVERY

18.1 If you order products that require international delivery, international delivery will be arranged through a third party. We will recommend carriers to you and obtain quotes. We will only share your personal information with international carriers with your explicit consent.

18.2 If you order products that require international delivery your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

18.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

18.4 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

#### 19. WE CHARGE YOU IF YOU DON'T GIVE US INFORMATION WE NEED OR DON'T DO PREPARATORY WORK AS AGREED WITH US

We charge you additional sums if you don't give us information we have asked for about how we can access your property for delivery or installation of goods or if you don't do preparatory work for installation, as agreed with us. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule installation.

#### 20. WE MAY CHARGE YOU IF YOU FAIL TO TAKE DELIVERY

If you fail for any reason to take delivery within 14 days after the day on which we notified you that the products were ready for delivery and confirmed a delivery date (including that you have failed to pay the invoice for the balance submitted to you), we may (at our option):

20.1 store the products until delivery takes place and charge you for all related costs and expenses (including insurance); or

20.2 resell part of, or all, the products and, after deducting any reasonable storage and selling costs, account to you for any excess over the price of the products or charge you for any shortfall below the price of the products.

#### 21. WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not be liable or responsible for such delay and we won't compensate you for the delay.

## 22. OUR PRODUCTS

22.1 The images of products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's display of the colours accurately reflect the colour of the products. The colour of your products may vary slightly from those images.

22.2 Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website and/or in correspondence with you and/or on our invoices have a 2% tolerance.

22.3 Wood is a natural material that changes in size when the temperature it is stored at fluctuates. We will not be liable for any changes in the size of our wooden products after they have been delivered to you.

22.4 Some materials we use to make our products (for example, certain types of glass) can be damaged even by light handling during the manufacturing process. We will inform you before we accept your order if such materials will be used to make your product. We will not be liable for any defect in such materials where they have been used to make your product.

22.5 Our bespoke material samples are offered as a guide only. We cannot guarantee that your bespoke furniture will exactly match any bespoke material sample we have provided.

22.6 We reserve the right to amend the specification of the products if required by any applicable statutory or regulatory requirement.

## 23. CHANGING YOUR MIND: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

### 23.1 Your legal right to change your mind

If you are a consumer and you bought other than through a face to face meeting, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, excluding the deposit, but including the delivery costs. This is subject to some conditions, as set out below. Please read these very carefully.

### 23.2 When you can't change your mind

You can't change your mind about an order for:

23.2.1 goods that are made to your specifications (including bespoke furniture and bespoke material samples), so that once we have started work on an order, you are liable for the full purchase price (and any deposit is not refundable); and

23.2.2 services (including bespoke furniture drawing and design services and bespoke colour matching services), once these have been completed.

### 23.3 You have to pay for services you receive before you change your mind

If you bought a service (such as bespoke furniture drawing and design services and bespoke colour matching services) we don't refund you for the time you were receiving that service before you told us you'd changed your mind.

### 23.4 The deadline for changing your mind

If you change your mind you must let us know no later than 14 days after:

23.4.1 the day we deliver your product, if it is goods; and

23.4.2 the day we confirm we have accepted your order, if it is for a service.

### 23.5 How to let us know

To let us know you want to change your mind, contact us by telephone on +44 (0)20 7731 4772 or by email at [info@morrisbespoke.com](mailto:info@morrisbespoke.com) or by post at 3 Avondale, Vera Road, London, SW6 6HQ.

### 23.6 When and how we refund you

We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

## 24. YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT

### 24.1 Return the product to us

24.2 If you think there is something wrong with your product, please contact us as soon as possible after delivery by telephone on +44 (0)20 7731 4772 or by email at [info@morrisbespoke.com](mailto:info@morrisbespoke.com) or by post at 3 Avondale, Vera Road, London, SW6 6HQ.

### 24.3 Your rights and remedies if you are a consumer

We honour our legal duty to provide you with products that are as described to you on our website and/or in our correspondence with you and/or on our invoices and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us – see Clause 29 (You have several options for resolving disputes with us).

## Summary of your key legal rights

If your product is goods (for example, bespoke furniture and bespoke material samples), the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you are entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is services (for example, bespoke furniture and drawing design service or bespoke material colour matching service), the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

It is your responsibility to pay the costs of returning any goods to us, but if the goods are faulty, we will reimburse you those costs.

### 24.4 Your rights if you are a business

We warrant that on delivery, and for a period of six months from the date of delivery ("warranty period"), any products which are goods will, subject to Clause 22 (Our Products) and Clause 25 (We can change products):

- conform in all material respects with their description and any relevant specification;
- be free from material defects in design, material and workmanship;
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- be fit for any purpose held out by us.

### 24.5 Your remedies if you are a business

Unless an exception applies (see Clause 24.6 (Exceptions to business customers' warranty)) if:

- you give us notice in writing during the warranty period within 30 days of delivery or 7 days of discovery, whichever is the earlier that a product does not comply with the business customer warranty (see Clause 24.4 (Your rights if you are a business));
- we are given a reasonable opportunity of examining such product; and
- you return such product to us at your cost,

we will, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms will apply to any repaired or replacement products supplied by us.

### 24.6 Exceptions to your rights and remedies if you are a customer and the business customers' warranty

We will not be liable for a product if:

- you make any further use of such product after telling us it does not comply with the business customer warranty (if you are a business);
- the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- the defect arises because we followed any drawing, design or specification supplied by you;
- you alter or repair the product without our written consent; or
- the defect arises because of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions (including over-exposure to heat and light).

## 25. WE CAN CHANGE PRODUCTS

We can always change a product to make minor adjustments to the design or specification. It is your responsibility to let us know when ordering if the product is for a specific use to ensure we do not make any changes that could affect that specific use of the product.

## 26. WE CAN END OUR CONTRACT WITH YOU

26.1 We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to make or provide the product; or
- you don't, within a reasonable time, allow us to deliver the product to you.

26.2 If the product is made to your specifications we may (at our option) treat your order as cancelled and retain all or any part of the purchase price already paid by you.

27. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

27.1 Our liability to consumers

We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- Caused by a delaying event outside our control. As long as we have taken the steps set out in Clause 21 (We are not responsible for delays outside our control);
- Avoidable. Something you could have avoided by taking reasonable action;
- A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Our liability to businesses; or
- Third party parts. A part or component we have purchased from a third party (such as an electrical component) and incorporated in a product.

27.2 Our liability to businesses

If you are a business, then, except in respect of the losses described in Clause 27.3 (Losses we never limit or exclude):

- we will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us, or as a consequence of any part or component we have purchased from a third party (such as an electrical component) and incorporated in a product; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited as set out in Clause 27.5.

27.3 Losses we never limit or exclude

Nothing in these terms will limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

27.4 No implied terms about goods

Except to the extent expressly stated in Clause 24.4 (Your rights if you are a business), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

27.5 Total liability

Our total liability to you (whether a consumer or a business) will not exceed the sums paid by you to us for products, subject to Clause 27.3

28. WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice.

29. YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

29.1 Our complaints policy

29.2 Please contact us if you have any problems with us or our products by telephone on +44 (0)20 7731 4772 or by email at [info@morrisbespoke.com](mailto:info@morrisbespoke.com) or by post at 3 Avondale, Vera Road, London, SW6 6HQ. We will do our best to resolve any problems you have with us, or our products.

29.3 You can go to court

These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

30. OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

30.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your product

We will tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract. If you are a consumer and you are unhappy with the transfer you can contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided, unless the products are made to your specifications.

30.2 You can only transfer your contract with us to someone else if we agree to this

If you are a consumer, we may not agree. If you are a business you need our agreement to transfer your contract with us and it's entirely up to us whether we give it.

30.3 Nobody else has any rights under this contract

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

30.4 If a court invalidates some of this contract, the rest of it will still apply

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

30.5 Even if we delay in enforcing this contract, we can still enforce it later

We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that doesn't mean we can't do it later.

