

Terms and Conditions

- The Contract shall exist between myself (Dave Lynch Hibernian Upholstery Services) and the client.
 - The contract will include those instructions written into the quotation only.
1. Any additional instructions and work needed must be confirmed in writing and a price agreed for the additional work and materials before the work can proceed. Additional work, which may not be apparent when the estimate was provided, will be advised to the client on discovery, and a course of action agreed. This includes frame repairs, damaged foams etc which are hidden by upholstery.
 2. I (Dave Lynch Hibernian Upholstery Services) endeavour to deliver items forming part of this contract at the specified time. My obligation, however, is to deliver on time providing that the materials to complete the work are available at the time the work is to be undertaken. I will keep the client informed at all time of supply problems, or other factors, which can affect delivery times.
 3. All old covers will be removed prior to upholstery, these covers will be discarded unless the client advises that they are to be returned. This advice must be requested in writing prior to commencement of works.
 4. All new fabric supplied by us will comply with the current fire regulations.
 5. With regard to the client's own material: When a client supplies his/her own materials, it is their responsibility to ensure that the fabric is suitable for the purpose for which they intend to use it and that it complies with the relevant regulations in force with regard to Fire and Safety (as described in clause 4).
 6. I will do my best to advise customers of the suitability of fabrics, whether supplied by me or not, however, I can only take responsibility for materials which are supplied by myself covering fabric supplied by the client is at their own risk. Shortage of covering Fabric supplied by the client is the client's responsibility.
 7. Printed and woven fabrics: Where printed and woven fabrics will not pattern match accurately, I will inform the client for further instructions. If a client is supplying their own fabric, extra fabric must be supplied to allow for pattern repetition.
 8. I cannot be held responsible for flaws in any fabric supplied by the client. If I cannot cut around them you will be notified.
 9. Leather: When using leather, clients must bear in mind that leather is a natural product and flaws, for example scars and brand marks etc are classed as natural characteristics of the hide. Where care is taken to cut around these, this is not always possible. This is something that must be accepted when dealing with a natural product.

10. Any problems with an order, whether your (the client) fault or mine (Dave Lynch Hibernian Upholstery Services), must be brought to my attention within seven days of receipt of the order. Thereafter, charges will be made for any corrections. I will not be held responsible for charges if you have another company make corrections – you will still be responsible for the original bill. Charges will be made to corrections that are not my responsibility. I reserve the right to apply a minimum of £50.00 charge to repair accidental damage not caused by myself.
11. Insurance Claims: I undertake all work on behalf of the client named overleaf. However, it is they who are responsible for the payment of the account. In the case of insurance companies and insurance work, I will undertake the work on the clear understanding that the account will be paid by the client named overleaf, when the account becomes due.
12. Where the work is undertaken is in relation to an insurance claim. A 100% payment of materials and 50% payment of labour on acceptance of the estimate will be payable by the client, unless an agreement exists between us and the insurers to pay the account directly.
13. Carriage: carriage is free for local collection and delivery. Orders out of the local area will be subject to a carriage charge.
14. Complaints will be dealt with as quickly as possible and successful resolution of the same will be my prime objective.
15. Payment terms: A minimum 50% non-refundable deposit is required for us to accept an order and book you in. The balance is due in full, prior to delivery. This will form acceptance of the Terms and conditions. Hibernian Upholstery Services will furnish to client the invoice for the balance prior to the return of the finished job and this is due immediately.
16. I (Dave Lynch Hibernian Upholstery Services) take no responsibility for defect in any furniture or its frame prior to the work. If any defects are noted whilst carrying out the work the client will be notified.
17. If work is also required by another trade, ie a French polisher, I (Dave Lynch, Hibernian Upholstery Services) take no responsibility for the work carried out by that trade. The customer agrees that they are happy to use that trade on their own merit.