

# TERMS & CONDITIONS

## Bespoke Pine n Oak Ltd

### Terms & Conditions of Sale for purchases made in our store or via the telephone

#### Introduction

1.1 Bespoke Pine n Oak Ltd is a privately owned and operated business. Our company is registered in England with company no. 7818811. Our address is Bespoke Pine n Oak Ltd, Hamlin Way, Hardwick Narrows Industrial Estate, Kings Lynn, Norfolk. PE30 4NG. VAT registration number: GB124598204.

1.2 Terms and Conditions apply to Your purchase of any Products from Us in our store or via the telephone. We may amend these Terms at any time to ensure that We remain compliant with relevant laws and regulations and to ensure that We are constantly improving your experience.

1.3 All purchases made are governed by these Terms & Conditions at any time, although the Terms & Conditions governing any purchase will be those in effect at the date of your order. If You order goods after we have published any changes you will be bound by those changes. Accordingly, you should check prior to each order to ensure that you understand the precise Terms & Conditions applicable to your site visit or purchase. Please read these Terms and Conditions and the documents linked to these Terms and Conditions carefully. You will need to accept these Terms and Conditions before We will accept your order. By making a purchase, via any method, you are deemed to have read and understood our Terms and Conditions fully.

1.4 We have tried to make these Terms and Conditions easy to understand but We do understand that you may feel uncertain about some sections when you read them. Our staff are here to help and will be more than happy to assist You with any query you may have.

1.5 If You have a query about these Terms and Conditions or do not accept them, please contact us before placing an order :

Telephone – 01553 277515

Online – [www.bespokepinoakltd.com](http://www.bespokepinoakltd.com) ( send a message via our “Contact Us” page)

Email – [info@bespokepinoakltd.com](mailto:info@bespokepinoakltd.com)

#### Definitions and Interpretation

To make these Terms and Conditions easy to read We have defined some of the words. If a word begins with a capital letter then this means that the word has been defined. A list of the defined words is set out below:

“Product(s)” means the product(s) which are available for purchase, and described, on Our Website and in our store.

“Terms and Conditions” means these terms and conditions of sale which you can access on Our Website;

“Website” means [www.bespokepinoakltd.com](http://www.bespokepinoakltd.com).

“Working Day” means any week day excluding public holidays; and

“You” / “Your” means you as Our customer.

“We” / “Us” means our company, Bespoke Pine n Oak Ltd, and not an employee as an individual

### Placing an order

2.1 This section sets out how a legally binding contract will be formed between You and Us.

2.2 You may purchase Product(s) from Us by placing an order in our store or by calling Our sales team on 01533 277515. You must be 18 years or over to place an order and be authorised to purchase the Products.

2.3 You are responsible for ensuring that the information You provide to Us is correct (including Your email address, contact telephone number and delivery address for the Products ordered), otherwise We may not be able to confirm Your order and deliver the Products to You.

2.4 We will provide you with a written receipt initially upon placement of an order, when placed in person in our store. We can also email to you a copy of our VAT invoice for the order placed by You – upon request. Your receipt will be sent to the email address that you have provided to us.

2.5 Your order has not been accepted by Us until We have received payment from You, be it in full or as an agreed deposit amount, either directly or via a third-party finance provider. A contract will be formed when We accept Your order in accordance with this paragraph, but You will still have the right of cancellation in accordance with section 9 below.

All goods remain the property of Bespoke Pine n Oak Ltd until fully paid for in any case.

2.6 We will contact You if Your order has not been accepted. This will usually be because the Product(s) are unavailable.

However, there may be other reasons such as,

- We cannot authorise Your payment.
- You are not allowed to purchase the Products from Us.
- We are not allowed to sell the Products to You.
- You have ordered too many Products.
- there has been a mistake on the pricing or description of the Products; or
- matters have arisen in respect of an application by You for credit and / or finance.

### Product Specifications

3.1 We and Our suppliers have a policy of continuous product development and reserve the right to amend the specifications of any Products without prior notice in relation to future sales. This includes adjustments to sizes or ornamental detailing on individual items purchased.

Products supplied may differ slightly, therefore, from those on display or advertised online.

3.2 All Our furniture is made from natural wood and accordingly appearances may vary. Some woods will mellow with age and exposure to sunlight.

3.3 When You are purchasing Our furniture, You are buying pieces where no 2 pieces will ever be an exact match. This is due to the nature of the timbers and finishes used. Each piece is totally individual as designed by the manufacturers. On occasion due to the build of the furniture designs and the timbers used, you may have varying degrees of distressing from piece to piece; this may involve wood splits, wood filling, knots, purpose distress/scratch marks, antiquing etc. Certain degrees of filler will be used on Our solid Pine, solid Oak, Rustic Plank and Scaffold Board made furniture. This is common and part of the manufacturing process. Please note that Our rustic plank and scaffold board items are usually of a very rustic nature and a heavy distressing is usually applied. This may appear as a dulling or rubbing effect to the waxed finish. Knotty and grainy woods are used; this is as intended by the supplier. This does not affect Your statutory rights and as such, if You believe that the condition of the Product(s) delivered to be faulty or not as described, then please read section 10 below and / or contact Our customer services department.

3.4 Leather Products are made from quality natural leather and accordingly they may not be uniform in colour or texture and may exhibit traces of natural markings such as scars and bites. Every effort is made to display as accurately as possible the colours of Our Products that appear on Our Website and in other promotional materials. We cannot guarantee however the complete accuracy of the pictures or photographs that are shown. Many conditions such as Your monitor or screen settings and batching can affect the colouring of items in a picture. Colour shades may vary from those on a digital display due to the nature of computer-generated images.

3.5 Most of Our Products do not require any home assembly, however on occasions, to aid in delivery or to avoid damage Our designers have deemed it best that certain Products will need a small amount of home assembly. This includes all dining tables and beds and some wardrobes, occasional tables, and sofa Products. Our designers aim to ensure that any assembly is as straightforward as possible and that it in no way detracts from the quality or structural integrity of the Product. However, most of our orders are made by the customer, with a supply and delivery and a fitting option included. In this case, our staff will tend to the building of any items that require to be so.

3.6 Our furniture will require treating with wax or an appropriate finish, often a furniture polish will suffice, within 3 months of delivery to you. And again, at regular intervals, of say 6 months, to ensure Your furniture items remain in good order for many years to come.

We use different finishes on the furniture ranges we offer so You should know which finish is best for your items at the point of purchase. We will advise this information to you in any case. Central heating, wood burners etc will accelerate the drying process of the timbers used in the making of the furniture. Failure to treat Your wood furniture, as instructed, can result in problems that will not be covered by Your warranty. This does not affect Your statutory rights and as such if you believe the condition of your items is unacceptable then please contact the customer service department.

3.7 On rare occasions, due to extreme climate changes in shipping or storage, You may find slight swelling on doors or drawers, making them stiff to open. This will usually rectify itself within a week once the timbers adjust to their new environment and heating conditions. You may also find that simply swapping the drawers will remedy the issue. Timber is a hygroscopic material and will change in dimension with the changing atmosphere surrounding the item. You should contact Our customer service team to advise Us as to any such problems and We will agree with You the best and most appropriate remedy, which may include sending one of our skilled staff to inspect the item and, if You agree, effect a suitable repair. Please be aware that You are purchasing natural timber Products where

slight timber movement in shipping is a possibility. Stiff drawers or doors may rectify themselves in a short period of time.

3.8 For more information on the correct care procedures for the Products, please read Our Furniture Guides and Owner's Manual.

### Clearance Products

4.1 From time to time We have a specifically marked section in our store marked as "clearance" or "Mega-Deal". Our clearance range may be products from discontinued ranges, clearance products or overstocked products. All of these items are otherwise as new and Our clearance range does not contain any items which have previously been delivered to and returned from other customers. This does not affect Your statutory rights and as such, if You believe that the condition of the items delivered to be faulty or not as described, then please read section 10 below and / or contact Our customer services department.

### Prices

5.1 The price of the Product(s) is as notified on our website or in our store. All prices are in Pounds Sterling, include VAT, where appropriate, at the prevailing rate and are subject to any promotional offer or discount agreed. In the case of our bespoke, handmade, furniture our pricing will be quoted as a Net price with the VAT to be added. This will be reflected in any quotes we make and subsequently on the invoice raised against the order.

5.2 The prices displayed on Our Website are for information and will reflect the pricing in the store also. Prices relating to any online promotion are valid strictly until midnight on the day on which the promotion expires.

5.3 We take all reasonable care to ensure that the price of the Product advised to You is correct. However, it is always possible that, despite Our best efforts, some of the prices for the Products may be incorrect. If We accept and process Your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as mispricing, We may end Our contract with You, refund You any sums You have paid and require the return of the Products from You.

### Payment

6.1 You can pay by finance, credit card, debit card and via online banking transfer at the time of order. The price of any Product is the price in place at the date and time of Your order. You undertake that all details You provide to Us for the purpose of purchasing Products will be correct; that the credit, charge or debit card which You use is Your own and that there are sufficient funds or credit facilities to cover the cost of any Products. We reserve the right to obtain validation of Your finance, credit, charge or debit card details before accepting Your order.

6.2 Payment will be taken in full at the time of the order – Unless otherwise agreed.

6.3 An additional option of consumer finance may be taken by You, subject to status. The contract shall not have been concluded until any documents that require signatures are returned and completed. We cannot be responsible for delays to Your delivery date caused by the late return of signed finance agreements.

## Delivery

7.1 Please check the measurements and delivery access to Your home. It is important to check the measurements of Your Products by visiting Our Website or by calling Our customer service team. Please ensure that there is adequate doorway and stair access. We cannot accept any liability for any extra costs incurred by You due to incorrect or incomplete measurements or information supplied by You.

7.2 Please check that the route from the delivery van to Your room of choice is safe and free from potential problems or hazards as Our staff will probably not have visited Your home and therefore may not be able to advise whether Your Products will fit. We ask that You take reasonable steps to ensure that the Products can be successfully delivered to You. This includes making sure that our delivery van can get to You and measuring any door or ceiling heights, plus twists and turns into the room from hallways, landing, access doors etc (including Your stair banister) that might cause difficulties when We deliver. Your order will typically be delivered via a large Luton type van, so please be sure Your property is accessible for this type of vehicle. If You think there may be an issue, please call Us prior to delivery.

7.3 It is helpful if You can be at Your home to accept the delivery, because no one knows it better than You. If You are unavailable to accept the delivery, please note that there must be someone over the age of 16 at Your property to take the delivery for You.

We run a delivery system where you will be given a day/date and estimated time of delivery. Whilst we are quite accurate on our delivery time estimates, we can of course be early or indeed late subject to the prevailing traffic conditions on the day. Please bear this in mind when we provide you with an estimated delivery time.

7.4 Please take reasonable steps to remove any internal or external tripping hazards, furniture, ornaments, wall fixtures or cables that will obstruct the route to Your room of choice. We cannot be held responsible for any damage to these items if they are not removed, unless caused by our negligence. Please note that Our drivers are not allowed to remove their shoes (for health and safety reasons) when delivering such heavy items, but they do have overshoes available where required to avoid unnecessary marks to floors and carpets. You should take care to ensure that the route is safe and accessible before the delivery team arrive. We recommend you take steps to cover floors and carpets if necessary, and where possible secure temporary coverings to avoid tripping hazards. We cannot be liable for failure to deliver due to inaccessibility or for marks, scratches or damage caused to Your property, internally or externally, unless such damage is caused by Our negligence

7.5 Our current delivery areas are within 50 miles radius of our store at PE30 4NG. We can deliver further afield subject to a delivery charge being quoted, agreed, and paid for prior to the delivery taking place.

7.6 Although we carry large stocks of furniture in our store always, we have even more stock to offer from our ranges. Our Products that are in stock and can usually be delivered to You within 7 working days, within our usual delivery areas. Certain items, not in stock, generally take between 2 and 6 weeks to deliver. We will advise You of the current lead times at the point of ordering. This applies to our own in-house bespoke furniture items also

7.7 Your order confirmation shows your estimated delivery date/lead time.

7.8 Any changes made to Your order, after it has been placed, might impact the delivery date. We may be unable to deliver Your Products on Your original confirmed delivery date,

should changes occur. If We are unable to deliver Your entire order on the same day. We may deliver Your order in instalments, at our discretion. We will not charge You for deliveries in instalments unless this is a result of Your request to make multiple deliveries for the order.

7.9 If We are not able to make the delivery at the pre-arranged time due to factors under Your control, (e.g. the Products do not fit, you are not at home at the pre-agreed time slot), We may charge You for a failed delivery and return to stock fees to cover Our direct costs. These are based on the size and number of items. A £50 redelivery fee will be payable by You where deliveries are aborted through no fault of Ours but of Yours.

7.10 An estimated time of delivery will be given to you when we book in with you to deliver your items. We will not be liable for any loss or damage suffered by You through any reasonable delay due to unforeseen circumstances, such as prevailing traffic conditions en-route.

7.11 In the unlikely event that there is an issue with Your Product(s) on arrival, please notify Us upon becoming aware of it and Our customer service team will help to resolve the matter for You as quickly as possible. Once Your service case has been raised, a member of Our customer service team will investigate the best way to resolve the situation. We will aim to contact You within five Working Days. Product issues are only dealt with by Our customer services team. Please do not report them to Our home delivery team or shop staff and please do not return Products to the store. We will require You to provide certain information about the reported fault (including a photograph of the damage that You can load onto the Website) to enable us to investigate and resolve the issue. Nothing in this paragraph affects Your statutory rights.

7.12 If You choose to have Your Products delivered to or by Your own third-party carrier, We will not accept any responsibility or liability for any damage to Your Product(s) once they are out of Our control. Any forwarding delivery is at Your own risk.

7.13 For orders containing multiple items, the delivery date offered to you is based on the availability of the product with the longest delivery.

7.14 The Product is Your responsibility from the time that We deliver the Product to: (i) the address You gave Us; or (ii) to Your own third-party carrier.

7.15 You own the Product once We have received payment in full and have delivered it to You or Your own third-party carrier.

## Cancellation

8.1 Cancelling before delivery You can cancel an order by contacting us, but should You wish to cancel an order please try and give Us as much notice as possible before the arranged delivery because Our Products begin their journey to You sometimes weeks, from our suppliers warehouses, before you are due to receive the delivery.

8.2 Your rights to cancel, where You change Your mind

8.3 If You are a consumer i.e. not buying the product(s) in the course of Your business, trade or profession), then You have the right to cancel Your order within 14 days after delivery of all the Product(s) You have ordered without giving any reason – the “cancellation period”.

8.4 The cancellation period will expire after 14 days from the delivery date or if You use Your own third-party carrier, the date of Our delivery to such third-party carrier. After this 14-day period has expired We do not accept returns of any Products purchased unless faulty or not as described.

8.5 To exercise Your right of cancellation, You must contact Us within 14 days from delivery with Your intention to return the Product. You must advise us in writing, either via email or post, of your wish to cancel and return the order to us. You should include the following information on your letter of cancellation,

To: Customer Services, Bespoke Pine n Oak Ltd, Hamlin Way, Hardwick Narrows Industrial Estate, Kings Lynn, Norfolk. PE30 4NG  
Email: [info@bespokepinenoakltd.com](mailto:info@bespokepinenoakltd.com)

Name, Address, Order Date, Received Date, Reason for Cancellation, Your Signature (if posting) and Date of Correspondence.

8.6 If You have received the Products relating to the order You wish to cancel You must return these Products to Us within 14 days from the date of Your cancellation. We ask that You try to return Your Products to Us in or with their original packaging, if supplied, to protect the Products while they travel back to Us. If You wish to use Your own packaging, please ensure that this provides adequate protection for the Products. If We deem that Your packaging is not appropriate for transit, We may: (a) charge You a reasonable sum to repackage the Products to a sufficient standard on arrival of the Products to us; or (b) accept the Products and make a deduction where the inappropriate packaging or unreasonable handling has diminished the value of the Products. Nothing in this paragraph affects Your statutory rights.

8.7 Except where Your Products are faulty or not as described, You will have to bear the direct cost of returning any Products to Us. Please return the Products to Bespoke Pine n Oak Ltd, Hamlin Way, Hardwick Narrows Industrial Estate, Kings Lynn, Norfolk. PE30 4NG.

If You would like Us to collect the Products from You, then You agree that We may charge You return fees based on the size of each product to cover our direct costs. The costs to do so, will be advised and payment taken prior to the collection of the items being made by Us.

Please note the largest item will always be considered the first item and any smaller items will make up the balance of the fees:

Nothing in this paragraph affects Your statutory rights.

8.8 To meet the cancellation period deadline, it is sufficient for You to send Your notice of cancellation before the cancellation period has expired. If You send Us a notice of cancellation by post and / or return the Product to Us, We advise You keep proof of postage.

8.9 If You decide to cancel Your order, We will reimburse You for all payments which We have received from You in relation to Your order, including the cost of delivery (except for the supplementary costs arising if You chose a type of delivery other than the least expensive option offered by Us), less any return/collection fees.

8.10 We may make a deduction from the reimbursement for loss in value of the Products supplied up to the total price of the Product, if the loss is the result of damage caused whilst the Product was under Your care.

8.11 We will make the reimbursement without undue delay, and no later than: 14 days after we receive back from you the Products supplied; or (if earlier), 14 days after the day You provide evidence that You have returned the Products to Us; or if no Products were supplied to You, 14 days after the day on which We are informed about Your decision to cancel the order.

8.12 We will make the reimbursement using the same means of payment as You used for the initial transaction. You will not incur any fees as a result of the reimbursement. We may withhold reimbursement until We have received the Products back or You have supplied evidence of having sent the Products back, whichever is the earliest.

8.13 Return of items subject to Credit. The purchase of any Products on credit terms is made concurrently with a finance agreement between You and the finance company. In the event that You seek to return Products that have been purchased under a finance agreement, We will return to the finance company any and all sums advanced by the finance company in relation to their agreement with You once We have received the returned Products (if applicable) plus any return/collection fees applicable.

#### Your rights where We deliver faulty Products

9.1 By law, We are required to supply Products which are as described by Us, fit for purpose and of satisfactory quality.

9.2 Please contact Us to discuss a resolution including providing a repair, a replacement Product, an allowance, or a refund. We will ask You to provide certain information about the Product in question to enable us to investigate and resolve the issue.

9.3 Any refunds made to You in respect of faulty products will be subject to Us collecting the Product(s) from You which we will do at Our cost. We will agree a time with You to collect any faulty Products. Please contact Us if You would like to return Your Products using an alternative return method.

9.4 For more detailed information on Your rights and what You should expect from Us, You can visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 040506.

#### Guarantees and claims under guarantee

10.1 The provisions of this section apply in addition to Your statutory consumer rights in relation to faulty or not as described Products. These rights are not affected by the guarantee.

10.2 The guarantor is Bespoke Pine n Oak Ltd, Hamlin Way, Hardwick Narrows Industrial Estate, Kings Lynn, Norfolk. PE30 4NG. This is also our store and postal address. Telephone 01553 277515.

10.3 We guarantee all Products against faulty workmanship and/or faulty materials for a period of 12 months from the actual date of delivery. In all cases We reserve the right to inspect the Product and verify the fault.

10.4 These guarantees do not cover fair wear and tear and natural characteristics of wooden Products including movement in wooden Products; neglect; abuse or misuse of Your Products in failing to follow correct care procedures as outlined in the Owner's Manual including the waxing of furniture; loss or damage due to fire, smoke, water, lightning,



sunlight, weather, rusting, corrosion, theft or explosion; accidental damage or loss or damage caused by a third party.

10.5 Should You agree, We will arrange to repair a defective Product free of charge. We reserve the right to offer a full refund if a repair is not acceptable. If a repair is not possible or practical, We will offer You, at Our discretion, a replacement or a full refund. Should a replacement no longer be available, or circumstances determined by Us make a replacement impractical, it may be replaced with a part that closely matches it.

10.6 If a refund is given under the terms of the 12 month guarantee, We reserve the right to deduct from the refund a reasonable amount in line with the amount of use You have had from the Product, prior to reporting the fault.

10.7 Mattresses - Try before you buy in store. We will only accept returns if the mattress is unused, so it will need to be in perfect condition, undamaged and in its original packaging. That means you won't be able to change your mind once you've slept on it.

#### Our liability to You

11.1 These Terms and Conditions do not exclude or limit Our liability (if any) for:

11.2 death or personal injury caused by Our negligence.

11.3 fraud.

11.4 fraudulent misrepresentation; or

11.5 any matter which it would be illegal for Us to exclude or attempt to exclude Our liability.

11.6 We are only liable to You for losses which You suffer as a direct result of Our breach of these Terms and Conditions and which are reasonably foreseeable. We are not liable for any other losses.

11.7 We are not responsible to You for loss of earnings or any business losses that You may incur, including but not limited to lost profits, lost revenues, business interruption or lost data.

11.8 You may have other rights granted by law and these Terms and Conditions do not affect these.

#### Alternative Dispute Resolution

12.1 If You are not happy with how We have handled any complaint, Alternative Dispute Resolution (ADR) is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. You can access the online Alternative Dispute Resolution platform here: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>

## Privacy & Confidentiality

13.1 Bespoke Pine n Oak Ltd, is a registered Data Controller responsible for any personal information You may provide to Us. Information You provide to Us remains confidential. We are committed to protecting Your privacy. We will only use the information that We collect about You in accordance with applicable data protection legislation and Our Privacy Policy available on our website. Please note that when You agree to these Terms and Conditions, We shall consider that You have also read and understood Our Privacy Policy in its entirety.

## General terms

14.1 In purchasing a Product, You represent and agree that You are buying the Product solely for Your personal use, and not for business reasons (for example resale or commercial distribution).

14.2 These Terms and Conditions are only available in English. No other languages will apply to these Terms and Conditions.

14.3 You may not transfer any of Your rights under these Terms and Conditions to any other person.

14.4 We may transfer any of Our rights under these Terms and Conditions to any person or ask any person to fulfil any aspect of them so long as the performance of these Terms and Conditions is not affected.

14.5 Only You and Us have any rights under these Terms and Conditions. No other person shall have any rights under these Terms and Conditions.

14.6 You may not use Our trademarks or intellectual property without Our prior written consent.

14.7 If You are a consumer, then nothing in these Terms and Conditions will affect Your statutory rights.

14.8 If any of these Terms and Conditions are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms and Conditions shall remain in full force and effect.

14.9 The laws of England and Wales apply to these terms and conditions and any dispute between You and Us and You hereby agree to the non-exclusive jurisdiction of the Courts of England and Wales.

14.10 These terms and conditions together with Your order form set out the whole of Our agreement relating to the supply of Products to You by Us.