

# EMMA STEWART

CURTAIN WORKROOM

## **Terms & conditions 2026**

These terms are governed by English Law.

### **Lead times:**

We always endeavour to meet client's deadlines but standard lead times average 12-14 weeks, depending on the complexity of an order and time of year.

Please note lead times commence from receipt/completion of **ALL** the following six points, not solely the receipt of a deposit or purchase order:

1. Receipt of deposit payment including installation and delivery costs.
2. Receipt of purchase order, including full details and descriptions of items being ordered from ESI Ltd
3. Receipt of spec sheet with fabric and trimming cuttings to enable us to identify deliveries and ensure that all items delivered meet expectations.
4. Receipt of lead times and details of meterages/cuts for all fabrics/trimmings etc, being ordered by the client
5. Receipt of all fabrics and trimmings and hardware and all these items passing our quality control.
6. Building/decoration works to be at a level where we can easily gain access to obtain final making sizes.

### **Estimates**

- Please refer to detailed estimates for all item specifications and ensure that your purchase order correlates with the latest version of the estimate and invoice. Receipt of deposit constitutes acceptance of this estimate.
- Items that are in addition to an order must be agreed and treated as a separate order and accepted by Emma Stewart Interiors Ltd. The lead time for additional items will be as stated above and not as part of the initial order.
- All estimates are exclusive of VAT at the current rate unless otherwise stated and are valid for a period of three calendar months.
- Note that if the rate of VAT changes between your quotation/order date and the date of supply, we will adjust the rate of VAT that you pay unless you have already paid in full before the change of the rate.
- It is advised that our estimating process will commence once all designs have been agreed upon by you and your client. Three revisions will be free of charge with further revisions charged at £80.00 + VAT per hour.

### **Terms of Payment**

- A 50% deposit is required on acceptance of the estimate.
- Interim payments may be invoiced at intervals during larger projects.
- Balances are strictly payable 14 days prior to the day of installation or delivery. Late payment may result in rescheduling of installation/delivery.
- We accept payment by BACS, debit card, credit card or cheque. Credit card payments will incur a surcharge relative to the credit card used. We do not accept American Express cards or cash payments.

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- The payment of invoices remains the responsibility of the person or business the invoice is addressed to. We do not accept payment directly from clients. Our contract is with the Interior designer placing the order.

## **Late Payments:**

- We will exercise our statutory right to claim interest at 8% over the Bank of England base rate per day as well as compensation for debt recovery costs under the Late Payment Legislation if payment is not received by the due date and according to our agreed credit terms.
- Late payment by end clients is not an acceptable reason for non-payment.

## **Ownership of goods**

- The soft furnishings (purchases of goods or services) will remain the property of Emma Stewart Interiors Ltd until payment has been received in full. All balances are to be paid 14 days before delivery or installation.
- If you receive an invoice which you believe to be incorrect, please raise the issue promptly to allow us to discuss and resolve the issue.

## **Your Right To Cancel**

- There is a 24-hour cancellation period (from receipt of deposit) after which the deposit amount is non-refundable.
- Within the first 24 hours clients who have cancelled orders will be entitled to a full refund provided items have not been ordered and work has not started.
- Once goods have been ordered and/or work has commenced, it is not possible to receive a full refund, a handling charge of 30% will be applied for return of any goods.
- Items that are bespoke (personalised or custom-made for you) are non-returnable and non-refundable.

## **Storage of goods:**

- If we are unable to install ordered items once they have been made storage will be chargeable at £25.00 per day (Plus VAT) per item and/or further delivery costs will be incurred.
- Items that have been made but cannot be installed will remain the property of Emma Stewart Interiors Ltd but will be your responsibility including insurance of the items.
- All items including fabric, trimming and objects sent directly to us remain the direct responsibility and property of the sender and any faults or issues found after the date of delivery to us will be your responsibility.
- Fabrics, trimmings and objects sent to us directly will be stored correctly but may not be covered by our insurance. Please ensure that suitable insurance is in place for all items that you are sending to us.

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## Fitting and site visits:

- If we are installing products or providing other services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the repair of (or the cost of repairing) any pre-existing faults or damage to your property that we discover while providing the services.
- The services of individual fitters are arranged by Emma Stewart Interiors Ltd but Emma Stewart Interiors Ltd is not being responsible for the fitters work or any damage they may cause.
- Details of curtain pole dimensions and components are given as a guide only. We are not responsible should the poles etc supplied by you, be incorrect, nor are we responsible for any differences in finishes.
- Rooms in which we are installing must have access to water and electricity and must be clean and free from building materials and dust. If the site does not meet these standards, we reserve the right to refuse to fit the items and a day rate of £550.00 per fitter sent to site is chargeable.
- Clients must inform Emma Stewart Interiors Ltd of any electrics, pipes, alarm cables, steels etc. hidden in walls or recesses that may prevent the successful fitting of hardware. Emma Stewart Interiors Ltd is not responsible for any problems that may arise through not having access to this information.
- If it is not possible to install the order due to unsuitable or unsound walls the balance of the order may still be charged. It is the customers' responsibility to ensure that their walls/recesses are sound and strong and prepared prior to the fitter's arrival. If the order cannot be fulfilled due to structural issues the balance payment of the entire order will be retained. We are not responsible for unsound walls or structures that have not been pattressed.
- Please ensure parking is available near the entrance to the property on site for deliveries, installations and site visits.
- Parking permits must be supplied if necessary. Parking penalty charges are to be paid for if permits are not provided.
- If you fail to allow us access to your property at a pre-arranged time, we reserve the right to charge for the visit per attendee.
- All site visits and any costs associated with them are included within the scope of our services and are fully chargeable. Such costs are not optional and cannot be excluded or deducted at the client's discretion.

## Force majeure

- We are not responsible for delays outside our control. If delivery or fitting of products is delayed by an event outside our control, then we will contact you to let you know and will take steps to minimise the effect of the delay.

## Inspection of installed products:

- It is the client's responsibility to inspect goods at the time of supply and inform us of any issues within 24 hours of installation.

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## **Fabric supplied by us and Fabrics supplied by you the client.**

- Every effort is made to ensure that fabric is a close representation to the fabric swatches in the pattern books. However, if a true and accurate match is essential, we strongly recommend that a 'stock cutting' is requested at the time of order. We cannot be held responsible for fabrics sent to us not matching the cuttings/samples that you are working from.
- Fabrics can react in different ways during the making process of making soft furnishings meaning that the item is not as expected. This is not the responsibility of Emma Stewart Interiors Ltd.
- All fabrics behave in a different manner depending on their composition. Embroideries will cause tension on the base cloth ergo creasing and puckering that cannot be remedied and fabrics of different compositions will also react differently which includes unavoidable creasing and bagging – this is not the responsibility of Emma Stewart Interiors Ltd.
- Due to variations in atmospheric conditions such as humidity and temperature, there may be a possibility of shrinkage or relaxation of curtains and bespoke items once fitted. As such conditions are beyond the control of Emma Stewart Interiors Ltd, we are unable to accept any responsibility for the movement of curtains and blinds once installed. However, we do ensure that adequate hems will have been allowed during the making of your curtains to allow for alterations, should this be required. The cost of these alterations remains the responsibility of the you the client.
- A sample of fabric and trimmings are required before your order can be accepted and we reserve the right to refuse to work with your choice of fabric if we do not think it will give a good result. If advice you choose not to accept our advice all alterations will be chargeable.
- Please inform us of any orders that are being sent directly to us along with cuttings and a reference as we cannot be held responsible for fabrics sent to us without prior advice or those lost in transit.
- Inspection of your fabric by us prior to making is charged at £25 + VAT per fabric and it is not guaranteed that all faults will be noticed prior to making. We will not check fabrics sent to us without prior notification and payment of the fee. We are not able to inspect wide-width, room high or creased and lapped fabrics, velvets, trimmings or linings.
- Fabrics and trimmings will be identified against samples supplied by you. Fabrics and trimmings will be checked for flaws. We will not check the meterage.
- Occasionally an unexpected flaw or aspect of a fabric can only been seen once the items have been made. We cannot be held responsible for this.
- Our workroom is unable to quality check wide width fabrics and velvets and therefore it is not the responsibility of Emma Stewart Interiors Ltd if a flaw or fault is found following manufacture once the fabric has been cut.
- All fabric companies have a level of tolerance with regard to what is a fault and what is a characteristic of the fabric which means we are unable to return a fabric as faulty. This is not the responsibility of Emma Stewart Interiors Ltd.
- Occasionally we will require more fabric than is used to help with pattern placement and allowances. Please arrange collection of overs within one week. Overs will be disposed of after that. If we require additional meterage due to a change in the way a fabric is to be used or if the widths and dimensions are not as stated, you the client or the supplier of the fabrics will cover all costs.

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- Fabrics supplied to us to be used for upholstery purposes must comply with the British Standard fire regulation pertaining to the order or the client must request the use of a suitable interliner. It is the client's responsibility to use fabrics in compliance with the law and supply appropriate instruction.
- All fabrics, lining and interlining are subject to damage of when exposed to UV light and can perish quickly. We recommend that a UV filter film is applied to your windows and doors. We are not responsible for the damage to fabrics and linings (however short a period) if conditions are such that fabrics will perish.

## Linings

- Standard linings of ivory coloured cotton sateen, ivory blackout lining and natural domette interlining will be used unless otherwise requested or stated.
- Use of client's own linings will be subject to a 10% surcharge.

## Creasing

- All fabrics will crease to some degree; most creases can be removed by hanging and leaving or ironing and/or the application of steam. Fabrics with a natural content are particularly susceptible to creasing, this is a characteristic feature not a fault.
- Please note that during the making process creasing is unavoidable and it is not possible to remove all creasing.
- Please note that it is not suitable to iron or steam certain fabrics. The texture and design of the cloth can be changed by steaming or ironing. It is the responsibility of you the client to inform us of the care and treatment advised for the fabrics that you are sending.

## Pattern placement

- Please note that curtains and blinds are pattern matched from the top down, if you require anything different from this please let us know prior to any work commencing - any changes as a result of failing to communicate your preferences will be charged at the standard rate of £25 per hour.
- Any items that require more than one width of fabric will have joins and seams. Note, all pattern repeats vary, they can be mirrored image, side matched or half dropped across the width of the fabric. Every effort is made to ensure that the seams are pattern matched but this is not always possible.
- It is the client's responsibility to communicate or confirm any specific requirements in the way fabric is to be used i.e. side/direction/pattern/etc. Your order will be made up to this specification. We will not be held liable for any issues due to non or miscommunication of specific requirements but any necessary corrective work arising for these reasons will be charged at the standard rate of £25 per hour.
- The design and pattern of a fabric cannot be guaranteed to work with the design or pleats of a product. Striped fabrics cannot line up with pleats or folds. If you require us to pleat to the horizontal pattern repeat this can add to the fabric and making costs. You must inform us of this prior to ordering the fabric and placing your order.
- Natural fabrics, embroidered fabrics and hand blocked patterns do not always have perfect alignment of the design straight across the width and we cannot guarantee pattern matching or that the fabric once made will behave/move/hang as expected, neither is the responsibility of Emma Stewart Interiors

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## **Manufacturing Variations and Acceptable Limits:**

- Even when using precision machinery and hand sewing methods, slight variations can occur during cutting, sewing, and other production stages with all soft furnishings, These variations are the accepted norm across the industry.
- The industry generally accepts a tolerance range, often around + or - 5%, to account for these variations.

## **For information**

- All roman blind head rails are fitted and supplied with child safety features in accordance with EN 13120 guidelines. Child safety components such as toggles, handbag clips and break aways will come apart if the blinds are not used correctly as per purpose. Please note that a fee will be chargeable to attend if the client is not able to understand how the components are to be put back together.
- All romans blinds will be a standard stack as opposed to waterfall or cascade, unless requested or stated otherwise.
- All roman blinds will have a standard white cord or antique brass chain unless requested or stated otherwise.
- Blackout lining will not guarantee a total black out of the room and light will show though essential stitching and at the sides and edges of the curtains or blinds. Only a cassette blackout blind will give 99% effective blackout of a room.
- Standard width fabrics will be centralised and joined either side of a central width.
- If a design is selected from an image of other work, please note that window treatments will look different at a window of different proportions and fabrics specified.
- Additional delivery and courier costs are chargeable.
- Emma Stewart Interiors Ltd is not responsible for specified linings, fabrics and/or trimming pairings that do not work well together, causing puckering, bagging or creasing. Please check with us before specifying and ordering that the end result will be as you would like.
- Emma Stewart Interiors Ltd reserves the right to refuse service or to continue with an order in relation to unacceptable or aggressive behaviour. The balance of the order will be due immediately upon request and goods in manufacture including fabrics you have supplied will be delivered at our discretion.
- It is not possible to return or refund any bespoke soft furnishing items once the order has been placed unless agreed by Emma Stewart Interiors Limited.
- We will always endeavour to resolve any issue to a client's satisfaction, but this is at our discretion. If we are required to replace a fabric, the maximum amount to be covered by us is £35.00 including VAT, per metre.

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## **Returns of fabrics and trimmings**

- Supply only fabric and trimming may be returned if it has not been cut, is over 5 meters in length.
- All returns will incur a 30% handling charge plus collection fee and are dependent on the agreement of the manufacturer. You the client will be charged for any courier costs incurred by us.
- Faulty fabrics that are sent to us must be collected at the sender's expense.

## **Statutory Rights**

- All goods shall conform to the description set out in the estimate relating to the purchase order, including all tolerances and information specified above.
- All services shall be carried out with reasonable skill and care.
- The client is responsible for ensuring that the purchase order corresponds with our invoice and accurately reflects any amendments made during the estimating process.

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