

# EMMA STEWART

CURTAIN WORKROOM

## Terms & conditions 2022.

- 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 complexity of order and time of year.
- The lead time stated for an order starts from receipt of **ALL** five of the following items and not solely the deposit or purchase order. Lead times may vary depending on the time of year.
  1. Deposit payment.
  2. All fabrics and trimming arrived and quality control passed.
  3. All accurate making sizes where walls, floors and windows are at the finished dimension.
  4. Purchase order.
  5. Specification (spec) sheet with fabrics cuttings rather than images, description of goods on order, meterage and confirmed lead times.

### **Quotations**

- Please refer to detailed quotations for all item specifications. Receipt of deposit constitutes acceptance of the quotation or order.
- Additional items not on the accepted quotation will be charged at an additional cost and must be agreed and treated as a separate order and accepted by Emma Stewart Interiors Ltd.
- All quotations 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 in rate of VAT takes effect.

### **Terms of Payment**

- A 50% deposit is required on acceptance of the quotation.
- Interim payments may be invoiced at intervals during larger projects.
- Balances are strictly payable prior to the day of installation or delivery.
- We accept payment by BACS, debit and credit card or cheque. Credit card payments will incur a surcharge relative to the credit card used.
- Cash payments need to be pre-arranged and may incur a surcharge. A maximum cash amount of £8000 will be accepted per project.

### **Ownership of goods**

Emma Stewart LTD  
201-203 High Street – Potters Bar – Herts – EN6 5DA  
01707 663433  
enquiries@emmastewart.co.uk

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- The soft furnishings (purchases of goods or services) will remain the property of Emma Stewart Interiors Ltd until payment has been received in full.
- 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.
- If we do not receive payment by the due date we reserve the right to charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank PLC . Interest will accrue on a daily basis from the due date until the date of payment of the overdue amount. Accrued interest is payable with any overdue amount.

### **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 £100.00 per day (Plus VAT) 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.
- 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 Items that you are sending to us.

### **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 cause.

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- 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 onsite 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 of the order is still payable and will be settled the same day.
- 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.

### **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.

### **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.
- 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

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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 customer.

- 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.
- 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.
- Occasionally an unexpected flaw or aspect of a fabric can only be seen once the items have been made. We cannot be held responsible for this.
- 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 with in one week. Overs will be disposed of after that.
- 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 of time) 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. Linen is 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.

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## Pattern placement

- Please note that curtains are pattern matched from the bottom up and for blinds 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 ie 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.
- 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

## For information

- All roman blind head rails are fitted and supplied with child safety features in accordance with EN 13120 guidelines.
- 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.
- Additional delivery and installations 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.

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- 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.

### **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.
- Faulty fabrics that are sent to us must be collected at the senders expense.

### **Statutory rights:**

- All goods will match the description on the quotation related to the order
- All goods will be of a good standard and fit details in the quotation related to the order
- All services will be carried out with great skill and care.

**Emma Stewart Interiors Limited 2022.**