

# Wells and White Bespoke Upholstery



## Terms and Conditions

The Contract shall exist between Wells and White and the client.

The contract will include those instructions written into the contract only.

1. Any additional instructions 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, which are hidden by upholstery.
2. Wells and White endeavour to deliver items forming part of this contract at the specified time, our 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. We will keep the client informed at all times 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, and this advice must be written into the order.
4. All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. All new covering fabric supplied by us will comply with the regulations with the exception of covers which contain 75% natural fibres, when it is acceptable to use an interliner which complies with the regulations. Furniture manufactured prior to 1950 does not come within the scope of the 1988 Regulations with regard to filling or cover.
5. We reserve the right to apply a 15% surcharge for handling fabrics not supplied by ourselves.
6. 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).
7. We will do our best to advise customers of the suitability of fabrics, whether supplied by us or not, however, we can only take responsibility for materials which are supplied by us ONLY; covering fabric supplied by the client is at their own risk. Shortage of covering fabric supplied by the client is the client's responsibility and not ours.
8. Printed and woven fabrics: Where printed and woven fabrics will not pattern match accurately we will inform you for further instructions.
9. Fabrics sent direct to us must have the clients name clearly marked on the delivery note so we can check, on your behalf, that we have received the correct fabric.

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[www.wellandwhite.co.uk](http://www.wellandwhite.co.uk)

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10. Please request fabric companies to roll all fabric on tubes, with no more than one fabric per tube. One continuous length of fabric should be used unless an extra amount is taken into account for pattern matching. We will do our best to remove creases but this cannot be guaranteed.

11. We cannot be held responsible for fabric flaws. If we cannot cut around them you will be notified.

12. Any problems with an order, whether your (the client) fault or ours (Wells and White), must be brought to our attention within seven days of receipt of the order. There after charges will be made for any corrections. We 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 our fault.

13. We reserve the right to apply a minimum of £50.00 charge to repair accidental damage not caused by ourselves.

14. Insurance Claims: We 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, we will undertake the work on the clear understanding that the account will be paid by the client, when the account becomes due.

15. 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

16. Rush orders will incur a surcharge of 20%

17. Carriage is extra

18 Complaints will be dealt with as quickly as possible and successful resolution will be our prime objective. Complaints, which cannot be resolved by ourselves, may be referred to The Association of Master Upholsterers, who will arbitrate and suggest a course of action, which is acceptable to both parties. The Association may charge a fee for this service.

19. Payment terms: A minimum 50% non-refundable payment is required for us to accept an order. The balance is due on full delivery/collection. Interest on overdue accounts will be charged at 10% per month or part thereof. Prices quoted stand for three months.

20. A minimum payment of 50% on signing of the contract will form an acceptance of the terms and conditions above

21. Storage

(a) The Company does not provide storage facilities.

(b) Any item delivered to or collected by the Company have to be collected or delivered back to the Buyer within 7 days from the day in which they became ready for despatch unless agreed otherwise.

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- (c) If the Buyer fails to collect the goods on agreed date the Company shall be entitled to compensation for storage of goods.
- (d) We will charge storage fee of £100 per month.
- (e) Uncollected items will be kept for 30 days from the day in which they became ready for despatch. After 30 days the item may be discarded and the Company shall not be liable to the Buyer for any loss or damage to the goods.
- (f) If the Company kept uncollected item for longer than 30 days, new storage fee of £100 will be added for every started month.
- (g) Storage fee will be added to the total bill.

## 23. Transport

The Company cannot provide any mean of transport.

The company can arrange collection and delivery through a third party removal firm for an additional fee. This is a separate contract between the customer and the removal firm and therefore Wells and White holds no liability.

## GDPR

To comply with the General Data Protection Regulation (GDPR), we need your permission before we can send you relevant information about events and other related material. By agreeing to these terms and condition you consent to us telling you about upcoming events and other company related information/activities. By agreeing to these terms and condition you consent to your image being used on official Wells and White Bespoke Upholstery website and social media accounts (e.g. Facebook & Instagram). You may withdraw your consent at any time by emailing us at [workshop@wellswhite.co.uk](mailto:workshop@wellswhite.co.uk)