



# The Tailored Workplace Ltd

Terms and Conditions of Sale (applicable to rug and carpet trade sales)

## 1. General Conditions

### 1.1. Application of Conditions

These Terms and Conditions (herein referred to as the "Conditions") shall exclusively apply to all orders for Goods placed with The Tailored Workplace Ltd (herein referred to as "Us" or "We"), whether placed via email, or in writing. Any supplemental or special terms shall only be deemed valid if explicitly confirmed by Us in writing prior to the acceptance of the order.

### 1.2. Amendments to Conditions

We reserve the right to amend these Conditions at any time. Such amendments shall take immediate effect upon implementation. However, any orders accepted by Us prior to such amendments shall remain governed by the Conditions in effect at the time of acceptance.

### 1.3. Errors and Omissions

Any typographical, clerical, or other error or omission contained in our catalogue, sales literature, website information, price list, quotation, order confirmation, invoice, or any other issued document or information may be corrected by Us without incurring any liability.

### 1.4. Illustrations and Descriptions

No illustrations, photos, videos, descriptions, or other advertising materials produced by Us shall be deemed as forming part of any contract for the Goods. Such materials are provided solely for general informational purposes and should not be relied upon for any contractual obligations.

### 1.5. Colour Accuracy

Physical samples or goods of the precise colour must be requested and reviewed prior to placing an order. We disclaim all responsibility for orders placed solely based on photos or website images. Such images are provided for reference purposes only.

### 1.6. Bespoke Goods

Bespoke goods shall require an approved sample or POM (Point of Match) colour, physically signed by the Buyer, prior to the placement of the order. We cannot accept

liability for orders placed where no specific colour sample or POM colour has been reviewed and approved.

### **1.7. Design Copyright**

The Buyer assumes full responsibility for the bespoke textile designs submitted for production and assumes full responsibility for any copyright issues related to bespoke textile designs. The Tailored Workplace Ltd does not permit the reproduction of any rug or design without adaptation to ensure differentiation. The bespoke rug design is intended for the Buyer's exclusive use and shall not be resold for commercial purposes.

### **1.8. Employee Representations**

Our employees or agents are not authorised to provide any warranty or representation regarding the Goods unless explicitly confirmed by Us in writing. By placing an order, the Buyer acknowledges that no reliance has been placed on any such unauthorised warranty or representation, and any claims thereof are expressly waived.

## **2. Quotations**

### **2.1. Nature of Quotations**

Quotations issued by The Tailored Workplace Ltd are non-binding and shall not constitute a contractual offer. Quotations will only be deemed valid upon our written confirmation via Proforma invoice and receipt of payment in full.

### **2.2. Descriptions and Specifications**

It is the Buyer's responsibility to request physical samples of the exact colour prior to ordering. All descriptions, specifications, and related details regarding the Goods, including but not limited to colour, dimensions, and weights, provided in or attached to quotations are approximate. We provide no express or implied warranty regarding the accuracy, completeness, or suitability of these details for any specific purpose or condition. We shall not be liable for any loss or damage arising from reliance on or utilisation of such information by the Buyer.

### **2.3. Written Orders**

All orders must be submitted to Us in writing. Orders placed in person or via telephone will only be accepted if subsequently confirmed in writing by the Buyer. \*\*We reserve the right to reject orally placed orders that are not confirmed in writing.\*\*

### **2.4. Accuracy of Orders**

The Buyer assumes full responsibility for ensuring the accuracy of all orders placed with Us. No liability shall accrue to Us for errors resulting from inaccuracies in the Buyer's order submission.

## 2.5. Offer to Purchase

All orders submitted by the Buyer shall constitute an offer to purchase the Goods in accordance with these Conditions and shall be subject to acceptance by Us. We reserve the absolute right to accept or decline such offers at our sole discretion.

## 3. Orders

### 3.1 Order Submission

All orders must be submitted in writing and confirmed by The Tailored Workplace Ltd. Orders placed orally or via telephone will not be accepted unless confirmed in writing by the Buyer.

### 3.2 Accuracy of Orders

The Buyer assumes full responsibility for the accuracy of orders submitted. No liability shall accrue to The Tailored Workplace Ltd for errors resulting from inaccuracies in the Buyer's order submission.

### 3.3 Offer

Orders submitted constitute an offer to purchase and are subject to acceptance at our discretion. Each accepted order forms a separate contract under these Terms and Conditions. Any default by us in relation to any one order shall not entitle you to treat these Conditions as terminated.

### 3.4 Acceptance

Orders will not be accepted, nor the Contract made until we send you a confirmation email or Proforma Invoice.

### 3.5 Order Decline

If we decline your order for any reason (e.g., if payment has not been authorised, the price/product changed, or Goods ordered are not available) we will telephone/email you to let you know.

### 3.6 Substitutions

If Goods ordered become unavailable, The Tailored Workplace Ltd reserves the right to substitute similar Goods of equal or greater value and specification.

## 4. Pricing and Payment

### 4.1 Prices

Prices quoted are subject to VAT and may be adjusted prior to dispatch. Adjustments may occur due to but not restricted to changes in manufacturer price increases, product specification, specific delivery requirements, incorrect delivery details provided by the Buyer, unexpected delivery site restrictions or fitting requirements. We will

endeavour to notify you of any price increase before payment is taken and give you the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact you, your order will be cancelled.

#### **4.2 Payment Terms**

Payment must be made at the time of order placement.

#### **4.3 Refunds**

If The Tailored Workplace Ltd cancels an order after payment, a full refund will be issued.

### **5. Delivery**

#### **5.1 Delivery Conditions**

Goods are delivered to the address provided by the Buyer. The Buyer must notify us of any restrictions regarding access (e.g., vehicle weight, width or height, loading hours, parking restrictions). Deliveries will be made to the nearest convenient unloading point.

#### **5.2 Delivery Times**

Delivery dates and times are approximate and not guaranteed. Normal delivery times are between Monday to Friday (excluding Bank Holidays) 8am to 6pm. Orders placed after 3pm shall be deemed to have been placed the following working day.

#### **5.3 Multiple Deliveries**

If orders are to be fulfilled over an extended period, each consignment may, at our discretion, be treated as a separate contract and invoiced individually. Failure to deliver one or more consignments shall not constitute grounds for repudiating the contract in its entirety.

#### **5.4 Non-Acceptance or Delays**

Failure to accept delivery, postponements, or inadequate delivery instructions may result in storage charges and additional redelivery costs.

#### **5.5 Proof of Delivery**

All deliveries shall require a signature upon receipt. The Customer shall ensure that an authorised signatory (a specific individual rather than a general title such as 'Reception') is present at the delivery address to accept the goods. The Company shall not assume responsibility for goods released to an unauthorized signatory at the delivery address, including signatures obtained by the courier. Signing for delivery shall serve as simple proof of receipt and shall not affect any other rights of the Customer.

## 5.6 Late or Missing Delivery

The Buyer is responsible for including sufficient time prior to fitting or installation to accommodate potential late or missing deliveries. The Tailored Workplace Ltd accepts no liability for any delays in delivery and their potential impact on subsequent tasks or schedules. All efforts will be made to delivery the ordered goods to the Buyer in a reasonable timeframe.

## 5.7 Non-Delivery

If you do not receive the Goods by the stated date you must notify us via email us as soon as possible and in any event within 3 working days of the expected delivery date.

## 5.8 Deliveries Outside the UK

For deliveries outside the United Kingdom, each order will be assessed on its own merit and priced accordingly. Delivery charges will be applied separately. Additional export/import duties, tariffs, and paperwork required for the goods will be organised and paid for by the Buyer unless prior agreement has been made in writing. The Buyer must ensure that all necessary information for customs and import clearance is provided in a timely manner to avoid delays.

## 6. Risk and Title

### 6.1 Risk

Risk in the Goods passes to the Buyer upon delivery.

### 6.2 Title

Title to the Goods remains with The Tailored Workplace Ltd until payment is received in full.

## 7. Defects and Returns

### 7.1 Inspection

The Buyer must inspect the Goods upon delivery or as soon as is practicable and report defects, shortages, or damages within three working days from receipt of goods. Failure to report within this timeframe will be deemed acceptance of the Goods. The Tailored Workplace Ltd accept no responsibility for damage applied by the Buyer's representative or the delivery company.

### 7.2 Faulty Goods

Faulty or incorrectly sized Goods must be reported within three working days of receipt and made available for our or the manufacturers inspection and investigation. In the absence of written notice, the Goods will be deemed to have been received in the

correct quantity and free of defects, which would have been apparent on inspection. We reserve the right entirely at our discretion to arrange for damaged/faulty Goods (or any parts/quantity) to be repaired or replaced or if neither is feasible a full refund of the price may be given on return of the goods (so inspections can be made) at our or the manufacturers discretion.

### **7.3 Cleaning and Maintenance**

The Tailored Workplace Ltd will provide relevant cleaning and maintenance documentation post fitting. The Buyer is responsible for following these guidelines. The Tailored Workplace Ltd accepts no responsibility for misuse, incorrect cleaning and maintenance, or any damage caused as a result of non-compliance with the provided instructions.

### **8. Limitation of Liability**

The Tailored Workplace Ltd.'s liability is limited to the supply of goods only, price, delivery charges, and amounts payable under the contract. We shall not be liable for indirect, special, or consequential losses to the Buyer or associated Third Parties.

### **9. Intellectual Property**

The Buyer agrees to indemnify The Tailored Workplace Ltd against claims arising from intellectual property disputes related to bespoke designs.

### **10. Amendments**

The Tailored Workplace Ltd reserves the right to amend these Terms and Conditions at any time without notice.

By placing an order, the Buyer agrees to these Terms and Conditions in full. These Terms and Conditions are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the UK courts.