



Terms & Conditions

PLEASE READ ALL THESE TERMS AND CONDITIONS.

You must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, please contact us by phone on 07824 858 620 or by email at info@stitchingsmalldelights.co.uk.

APPLICATION

1. These Terms and Conditions will apply to the purchase of the Goods and/or Services by you (the Customer or you) from Kazuko Takano Pasbola trading as Stitching Small Delights of 29 Welbeck Avenue, Tunbridge Wells, Kent TN4 9BD with email address info@stitchingsmalldelights.co.uk; telephone number 07824 858 620 (SSD, we or us).
2. These are the Terms on which we sell all Goods and/or Services to you. By ordering any of the Goods and/or Services, you agree to be bound by these Terms and Conditions.
3. These Terms and Conditions will not apply to ready-made goods that are sold on our Website and online marketplaces.

INTERPRETATION

4. **Contract** means the legally-binding agreement between you and us for the sale and purchase of the Goods and/or Services;
5. **Suppliers** means any traders who supply us with materials we require to make the Goods as set out in the Order.
6. **Delivery Location** means any location where the Goods and/or Services are to be supplied, as set out in the Order;
7. **Goods** means any goods that we supply to you, of the number and description as set out in the Order;
8. **Services** means any services that we supply to you, of the number and description as set out in the Order;
9. **Order** means the Customer's order for the Goods and/or Services from SSD as set out in the quotation.

CONSULTATION AND QUOTATION

10. The decision maker(s) about the Goods/Services should be present for the full duration of the estimating or consultation.
11. We will consult your requirements on request and the initial consultations are free of charge with no obligation.

12. The initial consultations mean online estimate request via our website, by email/telephone, the first consultation at the Delivery Location within a 15 miles radius of TN4 9BD, and/or a quotation provided subsequently.
13. As the information provided is limited and the window measurements are not taken by ourselves, the estimate generated in response to an online estimate request via our website or by email/telephone is for your reference only. This is only for the Customer to merely get a rough idea of the cost and not to guarantee the estimated cost of the Goods and/or Services on which we will carry out based.
14. At the first consultation at the Delivery Location, although we will try to understand your requirements, agree the scope of the work, provide design advice and take accurate window measurements to be able to provide bespoke products, it is your responsibility to ensure that any information you provide is accurate.
15. Any measurements taken and plans created by us remain the intellectual property of SSD.
16. Please advise if you are planning any building or redecoration work on the area where the Goods is to be installed, as it may be necessary to delay the appointment until the work is completed. Window sills, skirting boards and flooring should be in place at the time of the appointment.
17. Follow up visits and call outs after the first consultation at the Delivery Location may be subject to a charge of £20/hour.
18. If you provide the required measurements for us to make the Goods based on, then all items subsequently will be made in accordance with them. We will take no responsibility for any mistakes arising from inaccurate measuring by you. Such errors may be rectified, but this will be at an additional cost to you.
19. You will receive a quotation by email after the first consultation at the Delivery Location.
20. The quotation will be issued in a written format of our letter-headed document.
21. In the case you provide your own measurements as “accurate measurements” without the consultation at the Delivery Location, the quotation will be issued in the same format as above based on the information provided by you.
22. Prices quoted for materials and hardware are correct at the date of the quotation and are subject to change if the Suppliers change their prices. If there are any changes to prices before the orders are placed with the Suppliers, you will be notified of the changes beforehand.
23. Any quotation is valid for a maximum period of 28 calendar days from its date inclusive, unless we expressly withdraw it at an earlier time or extend it on or after the validity date.
24. You can borrow our fabric sample books/boxes and/or request us to order samples from the Suppliers.
25. For borrowing our fabric sample books, deposit of £20/book will be required which will be fully refunded to you upon return of the fabric sample book/box to us in the same condition as when it was lent out to you.
26. If the fabric sample books/boxes are returned damaged or with samples cut off or removed off the book/box so that they are not able to be used for its purpose, we will charge you with the full amount of the cost which was required for us to purchase the fabric sample book/box in question.
27. By your borrowing our books/boxes and/or requesting samples through our workroom, website or via email, we consider you to be a customer. By supplying us with personal details, we will process the Personal Data in the manner set out Privacy and Data Protection.
28. No variation of the Contract, whether about description of the Goods, price or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and us in writing.

HARDWARE FITTING

29. We are unable to undertake any hardware fittings ourselves and are happy to recommend an independent professional fitting service provider, or a fitter, for all hardware on request.
30. Although we will contact a fitter and obtain a price for works, the contract for the work and the payment are to be made directly by you to the fitter.
31. We will take no responsibility for any damage to property during or after the attachment of fixtures or fittings by either you or the fitter.
32. We are not responsible for the actions, omissions or conduct of any third party supplier, fitter or other contractor appointed by you, including any failure to meet timetable specified.

CHILD SAFETY

33. Regulations specify that blinds are supplied with child safety devices, regardless of location and whether children are present. All our Roman blinds are supplied with child safety fittings/devices to meet these requirements.
34. Should the Customer refuse the fitting of safety devices, or remove safety devices after deliver/installation, we will take no responsibility for injury or fatality suffered as a result.

MATERIALS

35. All materials supplied directly through us are guaranteed for quality of material and being free from damage and marks. They will all be unrolled and inspected before any cuts are made to ensure the fabric is fit for purpose.
36. Samples are intended as a representation of the fabric and not an exact match. There may be variations of colour between batches of fabric which we will not be held responsible. If you are not satisfied with the fabric provided by the Supplier based on this reason, it may not be possible for the fabric to be returned.
37. If you wish to purchase and supply materials through a third party, that fabric will need to be delivered directly to you and then delivered by you to us.
38. Where you supply the fabric we cannot be responsible for flaws, faults or inconsistency of pattern. You will check if the fabric received by you is what you have ordered. We will unroll and inspect the all fabric supplied by you before any cuts are made but extra work for it will be paid for by you as a surcharge as in Clause 39. Fabric should be checked for flaws, clearly marked with the right/wrong side and pattern direction and carefully rolled back on a tube without creases being made by you before forwarding it to us. If any flaws have been found either by you or us and if you wish to have the fabric replaced by the third party, you will be responsible to collect the fabric from us and handle all the exchange/return process.
39. There will be a 20% surcharge of the make-up charge where you choose to purchase fabric from another supplier.
40. We would like to make you aware that silk fabric if hung in a window with direct sunlight could cause the material to disintegrate and become threadbare. This is due to the fact that silk is a natural material. We therefore cannot be held responsible should you choose to use silk and for any disintegration that may happen over time.
41. When using blackout lining on curtains and blinds, please be aware that while we will endeavour to provide a total blackout, there may be an element of light that will possibly be able to make its way through. This could be down to the positioning of curtain tracks and poles and blind headrails and/or necessary stitches made

42. When ordering Roman blinds with blackout lining, to secure the fabric layers used we use stab stitches which can sometimes cause light to filter through where it has been stitched.

CUSHIONS

43. For scatter cushions, our service is to only make cushion covers and does not include provision of inserts unless requested.
44. For seat cushions, we will source all the materials required including inserts and make seat cushions if requested.
45. Fabric can be either sourced by me or by you. If you provide me with the fabric, the Clauses 37, 38 and 39 will be applied.

DELIVERY

46. At the time of providing our quotation, we will provide you with an estimated turnaround time for works to be completed based on information and it includes the information received from the Suppliers.
47. Turnaround time is normally 4 to 8 weeks from the date of the initial payment being received (unless otherwise agreed).
48. We will endeavour to meet the anticipated delivery time, but delayed deliveries by the Suppliers are beyond our control and your order may be delayed, and we cannot offer any financial compensation if such a case arises.
49. Please also be aware most products are bespoke and the turnaround time can vary and is dependent on order size and will be directly affected during our peak times.
50. The Customer will be notified when the Goods have been completed. This will be deemed as the completion date.
51. We will contact you to make arrangements to deliver/install them as necessary. We do not have the capacity to store the Goods on our premises, so please place orders with a view to being able to take delivery on completion.
52. The Goods will be delivered at an agreed time with you within 10 working days of the completion date.
53. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
54. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

RISK AND TITLE

55. Risk of damage to, or loss of, the Goods will pass to you when the Goods are delivered to you.
56. You do not own the Goods until we have received payment in full including any additional charges. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice, to cancel any delivery.

PAYMENT

57. If you wish to proceed with all or part of the quotation provided, an initial payment is required at the time your order is placed with us to secure your order.

58. The initial payment is the total amount of the cost of all the materials which will be required to produce the Goods and a non-refundable 50% of our service charge stated in the quotation provided.
59. Acceptance of the Order will take place when we confirm our receipt of the initial payment and email you to accept it, at which point the Contract will come into existence between you and us.
60. Any orders will not be placed with the Suppliers nor work will commence until we have received cleared payment.
61. At the completion of work, a written invoice is provided which details the overall amount of the work, the initial payment and/or interim payments, if any, already received and the final balance to be paid.
62. The balance of the payment must be made within 7 calendar days of the invoice AND before the Goods are delivered/installed.
63. We reserve the right to charge an additional 4% applicable on a weekly basis to the value of the balance invoice for accounts not settled after 14 calendar days of the balance invoice being sent to you.
64. Unless agreed otherwise, payment can be made either by cash, cheque or BACS. Please allow 5 working days for cheques to clear.

CANCELLATION/EXCHANGE

65. You have the right to withdraw the Order free of cancellation fees if it is before the initial payment is paid but it is subject to the amount of time spent and administrative work carried out for you.
66. You have the right to cancel the Order at any time subject to cancellation fees set out in Clauses 67, 68 and 69 if it is after the initial payment has been paid.
67. If you cancel the Order, we will only refund the amount paid for the cost of the materials if any orders have not been placed with the Suppliers.
68. If we have already placed order with the Suppliers, we cannot guarantee a full refund of the cost of the materials.
69. If we decide labour that has been already carried out by us at the time of cancellation exceeds that for which the non-refundable service charge has been paid, we will charge for the rest of the labour carried out.
70. Any work completed at the time of cancellation will be supplied to you.
71. In the case the materials are supplied to you in the middle of the Contract due to cancellation, we are not held responsible for the condition of the materials that have already been cut, modified or processed to carry out the Contract.
72. Once the Goods are complete, they cannot be cancelled, returned for replacement or refund unless proven to be faulty due to the nature that all the Goods are made-to-measure to the specification of the Customer.
73. In the event that you are not happy with the quality of your purchase, we will always endeavour to resolve any problems.
74. Changing your mind or preferences in choices of anything will not be accepted as a problem of the quality. If you wish your order to be altered by us due to this reason, we will do so at an additional cost to you. We will not be responsible for any costs involved if you have another contractor make alterations or changes to goods we have made.

WARRANTY AND LIABILITY

75. We give a twelve month warranty on all Goods starting on the day of the delivery inclusive.
76. The Goods are custom-made on condition that our liability for any fault or defect in the quality, condition, description or fitness for any purpose is limited in amount to a sum not exceeding the agreed price of the particular goods. In no circumstances whatsoever shall we be liable for indirect or consequential loss or damage of the Goods.
77. We shall have no liability in respect of any defect arising from (1) fair wear and tear, (2) customer's wilful damage, (3) customer's negligence in using or caring for goods, (4) customer's failure to follow the manufacturer's instructions and recommendations and (5) customer's misuse, alteration or repair of the Goods.
78. Once within its intended destination we can take no responsibility for fabric behaviour.
79. Most fabrics tend to shrink when laundered, cleaned or whilst in use in certain atmospheric conditions. Atmospheric conditions may vary in different weather, seasons and/or building where the fabric is used. These conditions are out of our control and therefore we will not be responsible for movement or the general appearance in curtains or blinds when hung. Fabrics may react to changing humidity and the control of humidity in a room remains your responsibility.
80. Fabric shrinkage, misshaping, staining or discolouration due to factors such as high humidity, inadequate ventilation, improper cleaning, mishandling, exposure to water or insect infestation will not be our fault.
81. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Consultations.
82. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Goods.
83. We are not liable for business losses. If you use the Goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

PRIVACY AND DATA PROTECTION

84. Your privacy is critical to us. We respect your privacy and comply with General Data Protection Regulation with regard to your personal information.
85. These Terms and Conditions should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found on our website.
86. For the purposes of these Terms and conditions;
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
 - b. 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
87. We are a Data Controller of the Personal Data we Process in providing the Goods and/or Services to you.

88. Where you supply Personal Data to us so we can provide Goods and/or Services to you, and we Process that Personal Data in the Course of providing the Goods and/or Services to you, we will comply with our obligations imposed by the Data Protection Laws;
 - a. Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. We will only Process Personal Data for the purposes identified;
 - c. We will respect your rights in relation to your Personal Data; and
 - d. We will implement technical and organisational measures to ensure your Personal Data is secure.
89. Your data will not be passed/sold onto any third parties, with the exception being for the fulfilment of the Order (i.e. courier service).
90. For any enquiries or complaints regarding data privacy, you can contact business owner at the following e-mail address: info@stitchingsmalldelights.co.uk.

GOVERNING LAW, JURISDICTION AND COMPLAINTS

91. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
92. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
93. We try to avoid any dispute, so we deal with complaints as follows; If a dispute occurs customers should contact us directly. We will endeavour to respond with an appropriate solution within an agreed duration of time.

I have read, understood and agreed with the terms and conditions set out above.

Signature:

Name (print):

Date signed: