

This page (together with the documents referred to on it) tells you the terms and conditions ("**these Terms**") on which we supply any of our standard products ("**Standard Products**") or made up curtains and cut to measure fabrics ("**Bespoke Products**") in each case as listed on our website [www.thefabricwarehouseltd.com](http://www.thefabricwarehouseltd.com) ("**Our Site**") to the consumer ("**You**").

Please read these Terms carefully before ordering any Standard Products or Bespoke Products from Our Site. You should understand that should We accept Your order of our Standard Products or Bespoke Products, You agree to be bound by these Terms.

You should print a copy of these Terms for future reference.

Please click on the button marked "**I Accept**" at the end of these Terms if You accept them. Please understand that if You refuse to accept these Terms, You will not be able to order any Standard Products or Bespoke Products from Our Site.

#### **INFORMATION ABOUT US**

1.1 [www.thefabricwarehouseltd.com](http://www.thefabricwarehouseltd.com) is a site operated by The Fabric Warehouse Limited (**We/ Us/Our**). We are registered in England and Wales under company number 03681066 and with our registered office at Clarendon House, 20/22 Aylesbury End, Beaconsfield Buckinghamshire HP9 1LW. Our main trading address is Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP. Our VAT number is 730676825.

#### **SERVICE AVAILABILITY**

2.1 Our Site is intended for use by people worldwide. However please note that a premium will be charged for postage deliveries to countries outside the United Kingdom.

#### **YOUR STATUS**

3.1 By placing an order through Our Site, You warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

#### **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

1.2 After placing an order, You will receive an e-mail from Us acknowledging that We have received Your order. Please note that this does not mean that Your order has been accepted. Your order constitutes an offer to Us to buy a Standard Product or Bespoke Product (as the case may be). All orders are subject to acceptance by Us, and We will confirm such acceptance to You by sending You an e-mail that confirms that the Standard Products or Bespoke Products (as the case may be) have been dispatched ("**the Dispatch Confirmation**"). The contract between us ("**Contract**") will only be binding when We send You the Dispatch Confirmation.

1.3 We are under no obligation to accept all the items in Your order and where we have sent You a Dispatch Confirmation for some items only the other items are not accepted by Us unless confirmed in a separate Dispatch Confirmation.

4.3 We can provide You with samples of any of the cut to measure products featured on Our Site, if requested. However, such samples are solely provided to give an approximate idea of the cut to measure products featured and as a result they shall not form part of the Contract and this does not constitute a sale by sample.

#### **BESPOKE PRODUCTS:**

##### **1.4 Made up Curtains**

- (a) When placing an order for bespoke made up curtains (including design) ("**the Made up Curtains**"), We will offer You an initial consultation to take place at Your home ("**Initial Consultation**") in order for Us to get an idea of the amount of material and design required ("**the Specifications**") as well as location for putting up the Made up Curtains. We will only carry out the Initial Consultation if Your property is within a 25 mile radius of Our trading address.
- (b) During the Initial Consultation We will discuss with You matters that in Our opinion ("**Our Advice**") You should take into account in respect of Your choice of Specifications such as design of the Made up Curtains, inappropriate choice of fabric, effect of hanging the Made up Curtains in certain places i.e. direct heat, damp conditions, direct sunshine. These may be noted and, if so, You will then be provided a copy of the note to sign in order to confirm Your understanding.

- (c) Following the Initial Consultation if required We will provide You with a drawing of the Made up Curtains, along with an estimate (“**the Estimate**”) based on the Specifications and giving estimated dates for delivery and hanging of the Made up Curtains at Your home.
- (d) If You decide to amend or alter any of the Specifications We reserve the right to revise the Estimate. We will not be liable for any loss or damage arising out of Your alteration of any of the Specifications or anything undertaken on Your instructions, which is against Our Advice.
- (e) Should You decide to waive the Initial Consultation and provide the Specifications Yourself You do so at Your own risk. We will be reliant on the instructions given by You and will carry out the making up of the Made up Curtains to Your Specifications. We are not liable for any loss or damage resulting from inaccuracies in any Specifications given by You.
- (f) When placing an order for Made up Curtains You will have to pay 50% of our Estimate (“**the Deposit**”) for the Made up Curtains. The remaining 50% will become due prior to the delivery and hanging of the Made up Curtains at your home. Should You cancel the order once we have accepted it, You agree that the Deposit is not refundable and will be in part settlement of Our claim against you for breach of the Contract.

## 5.2 **Cut to Measure Products**

- (a) When placing an order for cut to measure products (i.e. fabrics, foam, ribbons, trimmings and craft kits) that are required to be cut to Your specifications) (“**Cut to Measure Products**”) You will be given the opportunity to review online photographs of available stock to choose from before placing an order confirming Your specifications as to type, design and measurements on a per/meter basis (“**Specifications**”).
- (b) The accuracy of the information given by You to Us (including but not limited to the Specifications) is entirely Your responsibility and You will have no right to return the Cut to Measure Products unless We have not adhered to Your Specifications or the products delivered are defective as a result of Our fault.

## CONSUMER RIGHTS

### 1.5 **Standard Products**

- (a) If You are making an order through Our Site as a private individual (that is a person who is not using Our products in the course of Your trade or for commercial operations) You may cancel the Contract at any time within seven (7) working days, beginning on the day after You received the Standard Products. In this case, You will receive a full refund of the price paid for the Standard Products in accordance with Our refunds policy (set out in clause 10).
- (b) To cancel a Contract, You must inform Us in writing. Please refer to the cancellation form that will be delivered with the Standard Products that You must sign and return with the Standard Products for a full refund . You must also return the Standard Product(s) to Us immediately, in the same condition in which You received them, and at Your own cost and risk. You have a legal obligation to take reasonable care of the Standard Products while they are in Your possession. If You fail to comply with this obligation, We may have a right of action against You for compensation.

### 1.6 **Bespoke Products:**

- (a) All our Bespoke Products are either made and/or cut to measure and are bespoke in accordance with your Specifications and as a result they are not subject to the Consumer Protection (Distance Selling) Regulations 2000 and Your rights to cancel are set out below
- (b) You will not have any right to cancel a Contract for the supply of:
  - (i) **Cut to Measure Products** unless they are defective as a result of Our fault or they do not meet Your Specifications; and
  - (ii) **Made up Curtains** – the provisions of Clauses 5.1 (a)-(e) above will apply.

1.7 The provisions of this clause 6.1 and 6.2 do not affect Your statutory rights.

## AVAILABILITY AND DELIVERY

7.1 Your Standard Products order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 7 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

7.2 Availability and Delivery of Bespoke Products will be advised at the point of the Dispatch Confirmation.

#### **RISK AND TITLE**

- 1.8 The Standard Products or Bespoke Products will be at Your risk from the time of delivery.
- 1.9 Ownership of the Standard Products or Bespoke Products (as the case may be) will only pass to You when We receive full payment of all sums due in respect of the Standard Products or Bespoke Products (as the case may be), including delivery charges.

#### **PRICE AND PAYMENT**

- 1.10 The price of any of the Standard Products and Bespoke Products (as the case may be) will be as quoted on Our Site from time to time, except in cases of obvious error.
- 1.11 Prices are liable to change at any time, but changes will not affect orders in respect of which We have already sent You a Dispatch Confirmation.
- 1.12 Our Site contains a large number of Standard Products and Bespoke Products and it is always possible that, despite Our best efforts, some of the Standard Products or Bespoke Products listed on Our Site may be incorrectly priced. We will normally verify prices, as part of Our dispatch procedures so that, where a Standard Product or a Bespoke Product's correct price is less than Our stated price, We will charge the lower amount when dispatching the Standard Product or Bespoke Product to You. If a Standard Product or Bespoke Product's correct price is higher than the price stated on Our Site, We will normally, at Our discretion, either contact You for instructions before dispatching the Standard Product or Bespoke Product, or reject Your order and notify You of such rejection.
- 1.13 We are under no obligation to provide the Standard Product or Bespoke Product to You at the incorrect (lower) price, even after We have sent You a Dispatch Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by You as a mis-pricing.
- 1.14 Payment for all Standard Product or Bespoke Products must be by credit or debit card. We accept payment with Pay Pal and all major credit and debit cards including: Visa, Mastercard, Solo, or Maestro We will not charge Your credit or debit card until We despatch Your order. Please note We do not accept payment by American Express.

#### **OUR REFUNDS POLICY**

- 1.15 When you return a Product to Us:
- (a) in the case of cancellation, because You have cancelled the Contract between us, for the purchase of Standard Products only, within the seven-day cooling-off period (see clause 6.1 above), We will process the refund due to You as soon as possible and, in any case, within 30 days of the day You have given notice of Your cancellation. In this case, We will refund the price of the Standard Product in full, including the cost of sending the item to You. However, You will be responsible for the cost of returning the item to Us.
  - (b) for any other reason if You claim that the Standard or Bespoke Product (as the case may be) is defective or in the case of Bespoke Products has not been cut to Your Specification, We will examine the returned Standard Products or Bespoke Product (as the case may be) and We will notify You of Your refund via e-mail within a reasonable period of time. We will usually process the refund due to You as soon as possible and, in any case, within 30 days of the day We confirmed to You via e-mail that You were entitled to a refund for the defective Standard Products or Bespoke Product (as the case may be). Standard Products or Bespoke Products (as the case may be) returned by You because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to You and the cost incurred by You in returning the item to Us.
- 1.16 We will refund any money due to You using the same method originally used by You to pay for Your purchase.

#### **OUR LIABILITY**

- 1.17 We warrant to You that any Standard Products or Bespoke Products (as the case may be) purchased from Us through Our Site will be of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 1.18 From time to time there may be discrepancies between the fabric shown on Our Site and the actual Standard Products or Bespoke Products (as the case may be) purchased, as there can be variations in the dyes used from one fabric roll to another, and in the actual fabrics and craft kits themselves (for instance silk, linen and other woven fabrics may have more slubs in them).
- 1.19 Our liability for losses You suffer as a result of Us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Standard Products or Bespoke Products (as the case may be) purchased

by You and any losses, which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by You and Us at the time your order is accepted by Us.

- 1.20 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any deliberate breaches of these Terms by Us that would entitle you to terminate the contract between us.
  - (e) For any matter for which it would be illegal for Us to exclude, or attempt to exclude, our liability.
- 1.21 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and Us including but not limited to:
- (a) loss of income or revenue
  - (b) loss of business
  - (c) loss of profits or contracts
  - (d) loss of anticipated savings
  - (e) loss of data
  - (f) loss of data, or
  - (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;
- provided that this clause 11.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.5.

#### **IMPORT DUTY**

- 1.22 If You order Standard or Bespoke Products (as the case may be) from Our Site for delivery outside the UK, they may be subject to import duties and taxes, which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that We have no control over these charges and cannot predict their amount. Please contact Your local customs office for further information before placing Your order.
- 1.23 Please also note that You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by You of any such laws.

#### **WRITTEN COMMUNICATIONS**

- 13.1 Applicable laws require that some of the information or communications We send to You should be in writing. When using Our Site, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Website. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

#### **NOTICES**

- 14.1 All notices given by You to Us must be given to The Fabric Warehouse Limited at [www.thefabricwarehouseltd.com](http://www.thefabricwarehouseltd.com). We may give notice to You at either the e-mail or postal address You provide to Us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on Our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

#### **TRANSFER OF RIGHTS AND OBLIGATIONS**

- 1.24 The Contract between You and Us is binding on You and Us and on our respective successors and assigns.
- 1.25 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without Our prior written consent.
- 1.26 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

#### **EVENTS OUTSIDE OUR CONTROL**

- 1.27 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 1.28 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
  - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - (e) Impossibility of the use of public or private telecommunications networks.
  - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 1.29 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **WAIVER**

- 1.30 If We fail, at any time during the term of a Contract, to insist upon strict performance of any of Your obligations under the Contract or any of these Terms, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.
- 1.31 A waiver by Us of any default shall not constitute a waiver of any subsequent default.
- 1.32 No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12.

#### **SEVERABILITY**

- 18.1 If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **ENTIRE AGREEMENT**

- 1.33 These Terms and any document expressly referred to in them represent the entire agreement between Us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between Us, whether oral or in writing.
- 1.34 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms.
- 1.35 Neither of Us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of Contract as provided in these Terms.

#### **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 1.36 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 1.37 You will be subject to the policies and Terms in force at the time that you order Standard or Bespoke Products from Us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if We notify You of the change to those policies or these Terms before We send You the Dispatch Confirmation (in which case We have the right to assume that You have accepted the change to the Terms, unless You notify Us to the contrary within seven working days of receipt by You of the Standard or Bespoke Products).

**LAW AND JURISDICTION**

21.1 Contracts for the purchase of Standard or Bespoke Products through Our Site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.