

Terms & Conditions

1. Definitions

1.1 The 'Company' shall mean Homestyle Direct Limited, Registered Address - 543 Green Lanes, London N13 4DR, Registered in England No. 2912917, Principal Trading Address – Unit 21 Hainault Works, Hainault Road, Little Heath, Romford, Essex RM6 5SS

1.2 The 'Customer' shall mean the person or any company that purchases or agrees to purchase Goods.

1.3 The 'Goods' shall mean all goods that the Customer agrees to buy from the Company.

1.4 The 'Contract' shall mean the Contract between the Company and the Customer for the sale of Goods by the Company to the Customer.

1.5 The 'Price' shall mean the price for the Goods including carriage for standard delivery to the UK Mainland (excludes Scottish Highlands) but excluding packaging, insurance and VAT unless otherwise specified.

1.6 'Special Orders' shall mean either goods not specified within the Company's official price list or special order quantities outside the Company's stock level requirements.

2. General

2.1 All orders are accepted and executed subject to the following terms and conditions.

2.2 The Company will not accept any terms and conditions other than those specified nor any addition or variation thereto unless agreed in writing by the both the Company and the Customer.

3. Prices

All prices shown are exclusive of VAT (at the prevailing rate). Whilst every endeavour is made to invoice goods at the prices quoted and / or acknowledged at the date of the order, the Company reserves the right to invoice at prices ruling at the date of despatch.

4. Terms of Payment

4.1 30 days end of month for approved accounts unless otherwise agreed and confirmed in writing by the Company

4.2 The Company reserves the right to withdraw or alter the settlement discount without prior notice.

4.3 All new accounts are by proforma invoice.

4.4 The Company reserves the right to withdraw the credit facilities of approved accounts and suspend future deliveries on any outstanding balances until payment is made in full.

4.5 Where a Customer defaults on a payment when due, interest under the Late Payment of Commercial Debts (Interest) Act 1998 will be charged at the official dealing rate of the Bank of England + 8%. The customer will also be liable for any legal and court fees.

5. Retention of Title

5.1 In spite of delivery having been made, property in the goods shall not pass from the Company to the Customer until payment is made in full.

5.2 Notwithstanding delivery, property in the goods shall not pass from the Company until all other sums owed by the Customer to the Company have been paid in full.

5.3 Until payment in full of goods, the Customer shall hold the goods on a fiduciary basis as bailee for the Company.

5.4 Whilst the Customer has the right to dispose of the goods in the ordinary course of business on a bona fide sale without notice to the Customer of the Company's rights hereunder, the entire proceeds of the sale or otherwise of the goods shall be held in trust of the Company until payment in full of the goods.

5.5 Until payment is made in full for the goods the Customer hereby grants to the Company the right to enter any premises where the goods are stored to re-possess or inspect them.

6. Carriage

6.1 Carriage is included within the price for standard delivery to the UK Mainland (excludes Scottish Highlands) unless otherwise confirmed at time of ordering.

6.2 Where goods are returned to the Company by our couriers due to a failed delivery (for example delivery address closed or no one to sign for the goods) a Carriage return charge of £16.00 will be levied unless otherwise agreed in writing by the Company.

7. Delivery

Whilst every endeavour will be made to deliver goods in accordance with Customer's requirements, any times quoted for despatch are to be treated as estimates only and the Company shall not be liable for any loss for failure to despatch within such time.

8. Force Majeure

The Company shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused wholly or partly by any circumstance or circumstances outside the Company's control.

9. Returns

9.1 In no circumstances may goods be returned without the Company's prior written consent.

9.2 A handling charge of £20.00 per carton will be levied unless otherwise agreed and confirmed in writing by the Company. A restocking charge may also be levied in special circumstances, which will be confirmed in writing at time of ordering.

9.3 Items being returned must be accompanied by an advice note stating reason for return and relevant invoice number.

9.4 All goods must be returned in their original packaging without stickers, markings or tape.

9.5 Failure to observe these requirements will result in the return being refused.

9.6 Any items returned in an unsaleable condition (other than claims for faulty products) will be refused.

9.7 The Company cannot accept returns for Special Orders (other than claims for faulty products).

10. Loss or Damage

Claims for shortage or damage in transit cannot be entertained unless notified in writing within 3 days of receipt of goods, or in the case of non-delivery within 7 days from date of invoice.

11. Cancellations

11.1 The Company reserves the right to refuse cancellation of orders in the case of goods ready for despatch or in transit.

11.2 The Company cannot accept cancellation on Special Orders.

12. Modifications & Discontinued Items

The Company reserves the right to modify specifications or to discontinue items without prior notice.

13. Legal Construction

13.1 The terms of any contract to which these conditions relate shall in all respects be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction.

13.2 If any part of these terms and conditions shall be found to be unlawful, it shall not affect the validity or enforceability of the remainder of the conditions.

April 2008