



## TERMS AND CONDITIONS

### 1.1. ABOUT THESE TERMS

- 1.2. These are the terms and conditions on which we supply our products to you (the "Client"). These Terms and Conditions represent a legally binding contract between You and Absolute Rattan Limited ("Absolute Rattan").
- 1.3. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. ABOUT US

- 2.1. Absolute Rattan Limited is a company registered in England and Wales under company registration number 11868157.
- 2.2. Our registered address is Sterling House, Fulbourne Road, Walthamstow, London E17 4EE.
- 2.3. You can contact us by email to [info@absoluterattan.co.uk](mailto:info@absoluterattan.co.uk) or by post at Unit 4, Dundee Way, Brimsdown, Enfield EN3 7SX.
- 2.4. We shall use reasonable endeavours to ensure we meet Clients' expectations in accordance with these terms and conditions. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us when placing your order.

### 3. INTERPRETATION

- 3.1. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.
- 3.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 3.3. The term "including" does not exclude anything not listed.
- 3.4. References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

### 4. OUR CONTRACT WITH YOU

- 4.1. Our acceptance of your order will take place when we issue you with an order reference and we receive payment for the Goods. All products are subject to availability.
- 4.2. We will assign an order reference to all orders and it will help us if you quote this order reference whenever you communicate with us about your order.
- 4.3. There are restrictions on delivery in remote areas of the UK and certain international



delivery destinations. Please contact us before ordering products if you live outside of mainland UK.

4.4. Our products comply with Regulations and Safety Standards as applicable in the UK.

## 5. PRODUCT DESCRIPTIONS

5.1. The images of products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a users' device will display the colours of our products accurately.

5.2. We make every effort to be as accurate as possible with all sizes, weights, capacities, dimensions and measurements indicated on our website. Dimensions given are for guidance only.

5.3. The packaging of a product may vary from that shown by images on our website.

## 6. WARRANTY

6.1. All products have a 4 year structural warranty. This is on the frame only and offered to the original purchaser only. We will replace, repair or refund at our discretion.

6.2. All products have a 1 year warranty on the weave and cushions. Please note the cushions are shower proof only and they aren't intended to be stored outside.

6.3. On return of the product or collection Absolute Rattan reserve the right to reject any claim if we believe items have been tampered with/misused and anything else that may alter the product.

## 7. YOUR RIGHTS TO MAKE CHANGES

7.1. If you wish to make a change to the product you have ordered please contact us without delay. We will let you know if the change is possible and any changes to the price, the timing of supply or anything else which would be necessary as a result of the requested change.

## 8. OUR RIGHTS TO MAKE CHANGES

8.1. We may change the product and these terms to reflect changes in relevant laws, technical and regulatory requirements.

8.2. We reserve the right to withdraw any products from our website at any time and/or remove or edit any materials or content on the website. We shall not be liable to you or any third party by reason of our withdrawing any product from the website.

## 9. DELIVERY

9.1. We shall confirm the cost of delivering your Goods at the time an order is placed with us.

9.2. Delivery charges and timescales will vary depending on the type of products ordered, the service you select and the delivery address.

9.3. All deliveries must be signed for and the contents should be inspected at the time of delivery.

- 9.4. If your order is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
  - 9.5. If no one is available at your address to take delivery of the products, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
  - 9.6. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.
  - 9.7. You shall have responsibility for products from the time we deliver these to the delivery address or at the time the product is collected from us.
  - 9.8. You shall be responsible for ensuring that products ordered can be delivered and will fit into the property and that any entranceways, hallways, corridors etc are wide enough for the products to pass through and will fit in the required location. We do not accept the return of products that do not fit into your property and shall reserve the right to refuse any such returns. Any refund shall be solely at our discretion.
  - 9.9. In the event that Goods are undelivered we shall notify you to rearrange a delivery date. We reserve the right to make an additional charge to you for re-delivery.
  - 9.10. We reserve the right to cancel any contract if we are unable to deliver the Goods within a reasonable time period and this is due to circumstances beyond our reasonable control.
  - 9.11. At the time of delivery, you should ensure that there is sufficient space for a delivery vehicle to unload the Goods. If a residents' parking permit is required you should arrange for this to be available to the delivery vehicle.
  - 9.12. You will have title to any goods supplied by us once we have received payment in full.
  - 9.13. We may suspend the supply of a product in the following circumstances:
    - to deal with technical problems or make minor technical changes;
    - to update the product to reflect changes in relevant laws and regulatory requirements;
    - make changes to the product as requested by you or notified by us to you.
10. **YOUR RIGHTS TO END THE CONTRACT**
- 10.1. We shall uphold your rights in accordance with the Consumer Rights Act 2015.
  - 10.2. If any product supplied by us is faulty or mis-described you should contact us to discuss the options. We may offer you a full or partial refund, or arrange to get the product repaired or replaced, depending on the circumstances.
  - 10.3. If on delivery you find that Goods are faulty, you must notify us of the defect within 7

days of the date of delivery or within a reasonable period of time of discovery (if the defect was not readily apparent). We may inspect the Goods, either by:

- asking you to return the products to us; or
- by sending a nominated person to inspect the Goods in your possession to assess whether the Goods are faulty.

If we agree with you that the Goods are faulty, and that the fault was not caused by your neglect or misuse of the Goods, or fair wear and tear, we will (depending on the circumstances) replace, refund or repair (if possible) the faulty Goods at no cost to you.

10.4. If we send you incorrect Goods, you must notify us as soon as you discover the mistake and within a reasonable period of time. We will either:

- arrange for our carrier to collect the Goods from you; or
- ask you to return the Goods to us by post at our cost.

We will either, at your choice:

- send you the correct items as soon as possible after receipt of the returned Goods; or
- refund the price of the Goods and delivery.

10.5. You have the right to end your contract with us because of something we have done or have told you we are going to do. If any of these reasons apply you shall be entitled to receive a full refund for Goods not yet provided:

10.5.1. we have told you about an upcoming change to the Goods or these terms which you do not agree to;

10.5.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

10.5.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;

10.5.4. you have a legal right to end the contract because of something we have done wrong.

10.6. If you have changed your mind about an order placed or part-of, you should contact us to discuss your options. We are not obliged to offer you a refund or accept the return of Goods in these circumstances.

10.7. If you are returning an order for any reason other than specified in clauses 9.2 or 9.3, you will be responsible for the cost of returning the item.

10.8. We shall not accept the return of any products in respect of:

- goods that are made to your specification or personalised; or
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.

## 11. ENDING YOUR CONTRACT

11.1. To end your contract with us, please notify us before returning any products to us. You

can email us at [info@absoluterattan.co.uk](mailto:info@absoluterattan.co.uk). Please provide your name, home address, details of the order including order reference number and, where available, your phone number and email address.

- 11.2. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. While in your possession, you must keep any products you intend to return to us in the condition you received them from us.
- 11.3. We will pay the costs of return:
- if the Goods are faulty or incorrect or
  - if you are ending the contract because of something we have done or are going to do.
- In all other circumstances you must pay the costs of return.
- 11.4. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will depend on the product and will be agreed with you in advance of the collection.
- 11.5. For all collections by us you shall be responsible for ensuring that all furniture is de-assembled prior to our collection.
- 11.6. All refunds will be processed and if accepted by us will be paid within 30 days, by the method used for original payment.

## 12. OUR RIGHTS TO END THE CONTRACT

- 12.1. We may end the contract for an order placed if:
- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide/deliver the products;
  - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

## 13. DEFECTIVE PRODUCTS

- 13.1. If you have any questions or complaints about a product, please contact us by email to [info@absoluterattan.co.uk](mailto:info@absoluterattan.co.uk) or by post to Unit 4, Dundee Way, Brimsdown, Enfield EN3 7SX.
- 13.2. If you have a concern regarding defective goods you should notify us as soon you are aware of the defect. You can do this by email to [info@absoluterattan.co.uk](mailto:info@absoluterattan.co.uk). We may offer a refund (including part-refund), repair or replacement depending on the circumstances and any assessment of the product we determine is necessary.
- 13.3. We are under a legal duty to supply products that conform with this contract and in accordance with the Consumer Rights Act 2015. Nothing in these terms and conditions shall affect your statutory legal rights.



#### 14. RICE AND PAYMENT

- 14.1. The price of the product will be the price indicated when an order is placed. We take all reasonable care to ensure that the price of product advised to you is correct.
- 14.2. We accept payment with Visa and MasterCard debit and credit cards. All orders must be paid for before dispatch. All cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will cancel the order unless you make alternative payment arrangements.
- 14.3. If you think you have been charged wrongly please contact us promptly to let us know.

#### 15. FORCE MAJEURE

- 15.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under the Agreement. The affected party shall notify the other party without delay and inform the other of the period for which it is estimated that such failure or delay will continue. The party agrees to take all reasonable steps to resume performance of its obligations as soon as possible. The affected party agrees to take reasonable steps to mitigate the effects of the force majeure event.

#### 16. LIMITED LIABILITY

- 16.1. Our liability to the Client for death or personal injury resulting from fraud or negligence shall not be limited.
- 16.2. We shall not be liable to the Client in any civil proceeding brought by the Client against the Company under any Health and Safety Regulations, except where such exclusion of liability is prohibited by law.
- 16.3. We only supply the products for domestic and private use. If you use the products 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.

#### 17. OUR WEBSITE

- 17.1. Our website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 17.2. Our website may include links to other websites which are provided for your convenience. Such links do not signify that we endorse the website(s). We shall have no responsibility for the content of any linked website.



**18. DATA PROTECTION**

- 18.1. We will use the personal data you provide to us to enable us to process your order including taking payment for products.
- 18.2. We will take all reasonable steps to ensure all personal data remains confidential in accordance with data protection legislation including the Data Protection Act 2018 and General Data Protection Regulation (GDPR). You are advised to refer to our Privacy Policy for further details including your rights.
- 18.3. We shall put in place the technical and organisational measures necessary to ensure that Personal Data is protected against accidental or unlawful loss, destruction, damage, unauthorised access, use, modification, disclosure or other misuse.
- 18.4. We shall only transfer Personal Data to a country outside of the EU if a finding of adequacy has been made in respect of the relevant country or, in the absence of a finding of adequacy, use an approved means to safeguard data as permitted under the GDPR.
- 18.5. The Client acknowledges and accepts that third party contractors may provide certain Services to the Company and the Client consents to Personal Data being processed by such third parties. The Company shall ensure that all third-party contractors are under a contractual obligation to process Personal Data in accordance with Data Protection Legislation. The Company will remain liable to the Client for the acts and omissions of such third-party contractors as if such acts and omissions were those of the Company.
- 18.6. We retain the right to respond to legal requests as necessary, which may include the disclosure of Personal Data.

**19. TRANSFER OF RIGHTS**

- 19.1. We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about the transfer. We will refund you any payments you have made in advance for products not provided.

**20. ASSIGNMENT OF RIGHTS**

- 20.1. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.2. No other person shall have any rights to enforce any of the terms under this Agreement. Neither us or you will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**21. SEVERENCE**

- 21.1. If at any time one or more clause, paragraph, subparagraph or any other part of this Agreement is held to be, or becomes, void or otherwise unenforceable for any



reason under any applicable law the same shall be deemed omitted and the validity and / or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired.

## 22. WAIVER

- 22.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
- 22.2. The rights and remedies of either party under an Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the other party nor any failure or delay by the other party in asserting or exercising any such rights or remedies.

## 23. NOTICES

- 23.1. Any notice pursuant to the Agreement shall be in writing signed by an officer of the Company or other authorised representative. Notices shall be delivered personally, sent by prepaid recorded delivery or by fax to the party due to receive such notice at the address of the party as notified when entering into the Agreement.
- 23.2. Any notice delivered personally shall be deemed to be received when delivered. Any notice sent by prepaid recorded delivery shall be deemed (in the absence of evidence of earlier receipt) to be received 48 hours after posting.
- 23.3. Any notice sent by fax shall be deemed to have been received upon receipt by the sender of the correct transmission report.

## 24. GOVERNING LAW AND JURISDICTION

- 24.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 24.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.