







## TERMS AND CONDITIONS

This document tells you information about us and the legal terms and conditions ("Terms") on which we sell any of our interior design products ("Products") to you.

These Terms will apply to any contract between us for the sale of Products to you ("Contract"). Please read these Terms carefully and make sure that you understand them, before ordering any Products from us. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

We amend these Terms from time to time as set out in clause 4. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 12 February 2019.

**Please note that some of the terms below (where specified) only apply to you if you are a consumer (i.e. not a business) and other terms only apply to you if you are a business customer.**

**As a guide:**

- **Clauses 1 to 6 (inclusive) will apply regardless of whether you are a consumer or a business customer (the "General Terms");**
- **Clauses 7 to 14 (inclusive) will only apply if you are a consumer i.e. not a business (the "Consumer Terms"); and**
- **Clauses 15 to 21 (inclusive) will only apply if you are a business (the "Business Terms").**

THE CONSUMER'S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 12 IN RELATION TO LIMITATION OF OUR LIABILITY AND OUR PRODUCT WARRANTIES.

## GENERAL TERMS

1. **These clauses 1 to 6 (inclusive) shall apply regardless of whether you are a consumer or a business customer.**
2. **Confirmation of Order & Cancellations**
  - 2.1 **Our Products - Hand Made Production & Exact Matching**

The images or examples of the Products on our website (<http://coxlondon.com/>), at our workshop at: 47 Millmead Industrial Estate, Mill Mead Road, London, N17 9QU (the "Workshop"), or in catalogues or other sales literature are for illustrative purposes only. Although we have made every effort to display the finishes and patinations accurately, we cannot guarantee accurate reproduction.
  - 2.2 The finishes and patinations at Cox London are applied by hand with care to each individual piece. We combine traditional techniques with fine hand done applications to achieve unique patinas. It is worth noting that hand finishes may vary slightly. If you require a higher level of uniformity or finish than these techniques may allow, please discuss your requirements with us before confirming your order.
  - 2.3 We reserve the right to stop selling, or make changes to the specification of, the items shown on our website, at our Workshop, catalogues, or other sales literature at any time.
  - 2.4 You are responsible for checking the accuracy of any order that you place, and the completeness and accuracy of any specification which we may agree with you.
  - 2.5 **Non Account Customers**
    - 2.5.1 All orders must be confirmed in writing by you, and we cannot accept responsibility for errors that may occur with a telephone order which has not subsequently been confirmed in writing.
    - 2.5.2 Upon receipt of your order we will issue you with a 100% pro-forma invoice (setting out our payment details) and your order is only accepted by us upon our issuance of this invoice.
    - 2.5.3 Production of your Product will not start until payment is received in advance. A delay in receipt of your payment may in turn lead to a delay in the completion date of your Product. Any amendments or alterations to your order may incur an upcharge and we will notify you of these by way of an amended invoice.
  - 2.6 **Account Customers**
    - 2.6.1 All orders must be confirmed in writing by you and we cannot accept responsibility for errors that may occur with a telephone order which has not subsequently been confirmed in writing.
    - 2.6.2 Upon receipt of your order a 50% deposit invoice will be issued by us; your order is only accepted by us upon our issuance of this invoice. Production of your Product will not start until payment of your deposit is received by us. A delay in receipt of your deposit payment may in turn lead to a delay in the completion date of your Product.
    - 2.6.3 Any amendments or alterations to your order may incur an upcharge and we will notify you of these by way of an amended invoice.
    - 2.6.4 The balance of your order must be paid within the payment due date on your balance invoice, this is 60 days from deposit payment
3. **Bespoke Products**
  - 3.1 All of our products are unique and as such are made for you on a bespoke basis and will all include made-to-measure or bespoke elements.
  - 3.2 You shall be responsible for ensuring the accuracy and correctness of the specification to which we work.

- 3.3 You agree that you have obtained all necessary licenses, consents, and permissions required in order to commission us to supply Products to you.
- 3.4 For the avoidance of doubt, nothing in these Terms assigns any of our intellectual property rights in any Products to you.
- 3.5 You should also note that the manner in which your request for bespoke elements to be added or incorporated into your Product will be at our absolute discretion, we are only able to work in our own style and to the physical limitations of the materials we work with. In other words, if the bespoke elements to your Product are to your specification but not to your liking then that is not a cause we are able to accept for rejection.
- 3.6 Where you require us to produce samples or test work for you, we shall charge you a fee for such samples and test work and will agree the amount of that fee with you in advance.
4. **Our right to vary these terms**
- 4.1 We may revise these Terms from time to time for any reason.
- 4.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
- 4.3 Whenever we revise these Terms, the most up to date version of them will be uploaded to our website.
5. **Force Majeure**
- 5.1 We shall not be liable for delay in delivery arising from circumstances beyond our reasonable control (including without limitation strikes, lockouts or other industrial action by third parties, civil commotion, riot, fire, explosion, storm, flood, earthquake, subsidence, natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport).
- 5.2 If an event as described at clause 5.1 above takes place that affects the performance of our obligations under a Contract:
- 5.2.1 We will contact you as soon as reasonably possible to notify you; and
- 5.2.2 Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of such event. Where the event affects our delivery of Products to you, we will arrange a new delivery date with you after the event is over.
6. **Other important terms**
- 6.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- 6.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 6.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

## THE CONSUMER TERMS

7. **These clauses 7 to 14 (inclusive) shall apply if you are buying our products for your own personal (non-commercial) use and should be read in addition to the General Terms.**
8. **Price and Payment**
- 8.1 The price of the Product (which shall either include VAT or it will be expressed clearly that the price does not include VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 8.3 for what happens if we discover an error in the price of the Product you order.
- 8.2 If the rate of VAT changes between your order date and the date we supply the Product, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 8.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the correct amount. If the Product's correct price at your order date is higher than the price stated to you, we endeavour to contact you for your instructions before we accept your order.
- 8.4 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.5 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 8.6 You should note that your full payment (including any deposit) is non-refundable should you not want the Product, unless the Product does not fulfil its technical function.
9. **Your Consumer Right of Return and Refund**
- 9.1 Given that our Products are all bespoke products that you accept that we have created for your own personal use, you accept that we may not be able to resell it and therefore you agree that you should not have certain statutory benefits under the Consumer Rights Act 2015 and the Consumer Contracts Regulations 2013.
- 9.2 Your legal right to cancel an order for a Product starts from the date of our issuance of an invoice to you (which is when the contract between us is formed) and will end on the date that we start work on creating your bespoke Product.
- 9.3 We will typically commence work on creating your product within 7 (seven) working days from the date when the contract is formed if funds due have been received. Once we have started work on creating your bespoke Product you will no longer be able to cancel the Contract. To the extent that we have not started work on creating your Product you may cancel the Contract by telling us, in writing, by sending an email to [sales@coxlondon.com](mailto:sales@coxlondon.com). You may wish to keep a copy record.

- 9.4 In the event that you cancel your Contract with us following the procedure and timings set out in clause 9.3, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.3.
- 9.5 Subject always to clause 3.5, if you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 9.6 We will refund you on the credit card or debit card used by you to pay or by Bank Transfer if that was your payment method.
- 9.7 If the Products were delivered to you:
- 9.7.1 You must return the Products to us as soon as reasonably practicable. If the Products require collection, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;
- 9.7.2 Unless the Products are faulty or not as described (in this case, see clause 9.5) you will be responsible for the cost of returning the Products to us or, where relevant, the cost of us collecting the Products from you. We will charge you what it costs us to pack and send you the Products and no more;
- 9.7.3 You have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
10. **Delivery & Storage**
- 10.1 Your quoted price does not include delivery or shipping. You are welcome to make arrangements for collection of your Product from our Workshop directly on date to be agreed between us.
- 10.2 If you wish your order to be kept at the Workshop for more than two weeks after the agreed despatch date, weekly storage charges will apply and are payable in advance of the eventual despatch date. Your order will be kept in our Workshop with a protective cover, but no items will be packaged sufficiently for transit.
- 10.3 Please note that we bear no responsibility for orders damaged in transit once they have left our Workshop if you arranged for their delivery, however we will replace them if we arranged for their delivery and they were damaged.
- 10.4 We are happy to provide quotations for carriage upon confirmation of the delivery address.
- 10.5 We are happy to provide an export packing and shipping service including insurance; please ask for a quotation. Alternatively, you are welcome to handle your own shipping, which means responsibility for collecting your order from our Workshop, export packaging, arranging customs documentation and organizing the freight.
- 10.6 We endeavour to ensure that delivery of our Products to your order takes place within thirty (30) days from the date of dispatch, however, you acknowledge by making an order that occasionally the delivery of our Products may be delayed as a result of factors that are beyond our control. In order to minimise your costs we leave you to choose the precise nature of the means by which your goods are shipped, and because of the delicate nature of our designs, we therefore strongly recommend the use of our preferred professional shipping company that offers an all-round service.
11. **Acceptance**
- 11.1 You should unpack and inspect your Product immediately on delivery. Within 3 days of delivery please give us notice in writing if you believe any of the Products are not in accordance with the written order, damaged or defective. Nothing in this clause affects your statutory rights as a consumer.

- 11.2 We cannot accept claims for non-delivery of the order unless notified in writing (by sending an email to: [sales@cox london.com](mailto:sales@cox london.com)) within 5 days of the agreed delivery date.
12. **Warranty and liability for the Products**
- 12.1 By looking after your Product in accordance with our care instructions it should give you many years of use.
- 12.2 We warrant that our products comply with their general description and the narrative on our quotations and invoices. To our knowledge, your order will be free from material defect at the time of delivery.
- 12.3 The warranty in clause 12.2 does not apply to any defect in the Products arising from:
- 12.3.1 Fair wear and tear;
- 12.3.2 Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- 12.3.3 If you fail to use the Products for their intended purpose, or if you use them other than in accordance with any care or usage instructions accompanying them or our care instructions;
- 12.3.4 Any alteration, repair, or modification carried out by you or by a third party; or
- 12.3.5 Any specification provided by you.
- 12.4 Given that you are a consumer, the warranty in clause 12.2 is in addition to your legal rights in relation to Products that are faulty or not as described.
- 12.5 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.
- 12.6 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business opportunity.
- 12.7 We do not in any way exclude or limit our liability for:
- 12.7.1 Death or personal injury caused by our negligence;
- 12.7.2 Fraud or fraudulent misrepresentation;
- 12.7.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 12.7.4 Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 12.7.5 Defective products under the Consumer Protection Act 1987.
13. **Your personal information**
- 13.1 We will only use your personal information as set out in our privacy policy: [here](#)
14. **Governing law and jurisdiction**
- 14.1 These Terms are governed by English law. This means a Contract for the purchase of Products and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.



## THE BUSINESS TERMS

15. **These clauses 15 to 21 (inclusive) shall apply if you are a business and should be read in addition to the General Terms.**
16. **Pricing**
- 16.1 Prices charged shall be our quoted price at the date of your order. All quotations are valid for 3 months from the date of quotation. All prices quoted exclude VAT. No VAT will be added to your invoice if the Products are to be sent to a country outside the United Kingdom, this is provided that we receive correct Proof of Export from the shipper within 3 months of goods ex works.
17. **Late Payment**
- 17.1 If you are have not made any payment due to us under the Contract by the due date for payment:
- 17.1.1 We may suspend or cancel future deliveries of Products;
- 17.1.2 We may cancel any discount offered to you under this or any other agreement we may have with you;
- 17.1.3 You shall pay interest on the overdue amount at the rate of statutory interest under the Late Payment of Commercial Debts (interest) Act 1998 from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay us interest together with the overdue amount; and,
- 17.1.4 We may charge you a reasonable administration fee in respect of any costs incurred by us in relation to the collection of any payment which is due to us and which you have not paid within 45 days of the due date for payment.
18. **Delivery**
- 18.1 You shall collect the Products from the Workshop or such other location as may be advised to you prior to delivery within three business days of us notifying you that the Product is ready for collection. We will not be liable for any damage to the Product that occurred in transit.
- 18.2 If three working days after the date on which we inform you that the Product is ready for collection you do not make collection of the Product then we shall store the Product until delivery takes place and will charge you for all related costs and expenses except where such failure or delay is caused by a force majeure event (as described in clause 5) or our failure to comply with our obligations under the Contract.
- 18.3 We may deliver the Products by instalments. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
19. **Warranty and Liability for the Products**
- 19.1 By looking after your Product in accordance with our care instructions it should give you many years of use.
- 19.2 We warrant that our products comply with their general description and the narrative on our quotations and invoices. To our knowledge, your order will be free from material defect at the time of delivery.
- 19.3 The warranty in clause 19.2 does not apply to any defect in the Products arising from:
- 19.3.1 Fair wear and tear;
- 19.3.2 Wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- 19.3.3 If you fail to use the Products for their intended purpose, or if you use them other than in accordance with any care or usage instructions accompanying them or our care instructions (which can be found on our website under 'technical information');

- 19.3.4 Any alteration, repair, or modification carried out by you or by a third party; or
- 19.3.5 Any specification provided by you.
- 19.4 By accepting these Terms you confirm that you have authority to bind any business on whose behalf you order Products.
- 19.5 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 19.6 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 19.7 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 19.8 Nothing in these Terms limits or excludes our liability for:
- 19.8.1 Death or personal injury caused by our negligence;
- 19.8.2 Fraud or fraudulent misrepresentation; or
- 19.8.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 19.9 Subject to clause 19.8, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising for:
- 19.9.1 Any loss of profits, sales, business, or revenue;
- 19.9.2 Loss of business opportunity;
- 19.9.3 Loss of anticipated savings;
- 19.9.4 Loss of goodwill; or
- 19.9.5 Any indirect or consequential loss.
- 19.10 Subject to clause 19.8 and clause 19.9, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise howsoever arising, shall in no circumstances exceed the purchase price of the Products.
- 19.11 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
20. **Third Party Intellectual Property Rights**
- 20.1 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of any specification provided by you. This clause 20.1 shall survive termination of the Contract.
21. **Governing law and jurisdiction**
- 21.1 Each Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.
- 21.2 We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).



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