

The Comfy Workplace

Ergonomic - Sustainable - Acoustic - Office Furniture

Terms and Conditions of The Comfy Workplace Limited

1. All quotations and orders shall be subject to the terms and conditions which follow and to the exclusion of any other guarantees, conditions and warranties whether expressed or implied by statute or common law or otherwise. No addition to or variation from such terms and conditions shall have effect unless we expressly accept such variation or addition in writing.
2. Any quotation or similar document is not to be taken as an offer and no contract shall take effect unless and until a purchase order is accepted by us in the form of an order acknowledgement. Any acceptance by the company shall always be on the provisions of this agreement.
3. Cancellation or variation of orders in whole or part can only be accepted by agreement in writing and will be dependant on the customer indemnifying us against all losses and costs incurred. All goods are made to order and once manufacturing has commenced cannot be cancelled or returned.
4. We reserve the right to vary prices without prior notice, unless stated otherwise on a quotation. Orders are accepted on the understanding that the goods will be invoiced at the current prices at the date the order is received.
5. Whilst we do all within our power to meet and adhere to delivery dates, we shall bear no liability whatsoever for any delay in estimated delivery times or failure to deliver for any cause nor for any resulting loss or damage. Any time or date given for delivery is an estimate only.
6. Where part deliveries are made we will invoice accordingly and payment will be due on the same terms and in the same manner as to an invoice for full delivery.
7. Should the customer be unable to accept the goods for any reason or we are unable to deliver due to an error or inadequate delivery instructions, we will be entitled to charge if any additional costs are incurred.
8. The customer must notify us of damage to goods or short delivery in writing within 24 hours of delivery.
9. The goods shall remain our property until we have been paid in full. All invoices must be settled within 30 days net of the invoice date. We may exercise our statutory right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation, because we were not paid according to our agreed credit terms. This will include an amount for compensation. The customer shall also reimburse the company for any expenses reasonably incurred in the collection of sums due.
10. The Buyer shall make no deduction from the invoice price on account of any set-off, claim or counter-claim.
11. Manufacturer's warranties are given, subject to the products being used for the purpose for which they are designed, with the exception of fair wear and tear.

The Comfy Workplace Limited

Registered Office: Metropolitan House, Longrigg, Swalwell, Gateshead, NE16 3AS ♦ Telephone: 016977 47804

Company number 10286641 ♦ VAT registration number 335440224

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12. All contracts shall be governed by the law of England and no condition herein shall prejudice any statutory rights of the consumer or supplier.
13. All descriptions, illustrations, samples, drawings and information relating to the goods are provided in good faith; however, no responsibility is accepted by for their accuracy.
14. We cannot be held liable any way whatsoever for changes in specification or discontinuance of a particular product by our manufacturing suppliers.
15. We shall not be liable for any consequential or indirect damage arising out of any breach of this contract.
16. We shall not be liable, following any assessment or consultation, for special, direct, indirect, consequential or incidental damages or injuries whatsoever whether in action of contract, negligence or other tort arising out of or in connection with the use of the service, or the contents of the service.
17. Our terms and conditions shall always apply, to the exclusion of any terms and conditions contained in or referred to in a Purchase Order or any other document submitted by the Buyer unless the variation has been accepted, confirmed in writing and signed by a Director of the company.
18. Please refer to our Terms and Conditions of Sale (Online) for specific details of products purchased via our online store www.thecomfyworkplace.co.uk

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