

Terms and Conditions for The Botanical Chair Company

This Contract shall exist between The Botanical Chair Company and the Client.

1. Pricing & Payment

1.1 Our quotes are valid for one month, or the date specified on the quote email.

1.2 Upon contract signing, a deposit payment for the fabric will be required and will form an acceptance of the terms and conditions stated here.

1.3 After the job is complete, we will send you a photo to show you the work and will require the balance to be paid prior to delivery.

1.4 Any additional work, which may not be apparent when the quote was provided, will be advised to the client on discovery, and a course of action agreed. This includes frame repairs, which are hidden by upholstery. Any additional instructions must be confirmed in writing and a price agreed for the additional work and materials before the work can proceed.

1.5 If a booking is cancelled by the customer, deposits are non-refundable. Any cases where a refund of the deposit is carried out is done fully at our discretion. In this circumstance, if the deposit has been used to order your fabric we will offer you the fabric purchased and any remainder of the deposit.

1.6 We do not offer payment plans, credit or accounts at this time. All payments must be made in a timely manner. Payments can be made in cash, by debit or credit card or via BACS.

2. Other Fees

2.1 Any problems with an order, whether yours (the Client's) fault or ours must be brought to our attention within seven days of receipt of the order. Thereafter charges will be made for any corrections. We will not be held responsible for charges if you have another company make corrections – you will still be responsible for the original bill. Charges will be made to corrections that are not our fault.

2.2 We reserve the right to apply a minimum of £50.00 charge to repair accidental damage not caused by ourselves.

2.3 If the item left in our workshop and the Client does not respond for 4 weeks then we charge the storage for the item at £5 a day.

2.4 In case the delivery is operated by a third part company some extra charges may apply. Were some damage to occur during this delivery, we don't have 100% responsibility for the van driver; the delivery company has its own insurance.

3. Fabrics

3.1 With regards to the Client's own material: When the Client supplies her/his own materials, it is their responsibility to ensure that the fabric is suitable for the purpose for which they intend to use it and that it complies with the relevant regulations in force with regard to Fire and Safety (as described in the paragraph below).

3.2 All new fillings applied to furniture manufactured after 1950 will be in compliance with the Furniture and Furnishings (Fire) (Safety) Regulations 1988. All new covering fabric supplied by us will comply with the regulations with the exception of covers which contain 80% natural fibres, when it is acceptable to use an inter-liner which complies with the regulations. Furniture manufactured prior to 1950 does not come within the scope of the 1988 Regulations with regard to filling or cover.

3.3 We will do our best to advise customers of the suitability of fabrics, whether supplied by us or not, however, we can only take responsibility for materials which are supplied by ourselves ONLY; covering fabric supplied by the Client is at their own risk. Shortage of covering fabric supplied by the Client is the Client's responsibility and not ours.

3.4 Printed and woven fabrics: Where printed and woven fabrics will not pattern match accurately we will inform you for further instructions.

3.5 We can provide information and make recommendations regarding the durability and suitability of different materials. However, the final decision rests with the customer and we will not take any responsibility for issues that arise from choosing a fabric we have advised against. If there are issues with a fabric we recommended/provided, we can liaise with the fabric company who supplied it to resolve the situation.

3.6 All fabrics should be used as advised. We do not take any responsibility for misuse, non-standard use, deliberate damage or accidental damage. Fabrics with a pile, for example velvet, chenille, velour, etc- will get pile marks through use. This is the nature of the fabric and not a fault.

3.7 Fabric produced in different batches may vary slightly from each other. If you want matching/additional items in the same fabric at a later date, there may be a shade difference. Ask us to order you a free sample from the batch available to confirm that they match what you have already received. If this service is waived we cannot take responsibility for any slight differences between the batches of fabric.

3.8 We can make suggestions/recommendations on fabrics, however the final decision always rests with the customer. We will not provide a discount or free replacement service because the fabric does not match decor/is not liked. If work needs to be redone or alternative fabric ordered, it will be charged at full price.

3.9 Whilst we can liaise with a wood polisher to refurbish/repair your furniture, if there are any issues with this service it is up to the customer to resolve this with the polisher directly as we are not able to rectify, refund or discount this service on their behalf.

3.10 Sometimes events beyond our control, such as out of stock fabrics or effects of COVID19 on production/availability of materials, will affect the start/completion date of a job. We apologise for this, however if you choose to cancel your booking due to this your deposit is still non-refundable and we do not offer a 'delay' discount.

4. Old Covers

4.1 All old covers will be removed prior to upholstery, these covers will be discarded unless the Client advises that they are to be returned, and this advice must be written into the order.

5. Photos

5.1 By signing a contract (with The Botanical Chair Company) the Client agrees to authorise the company to share photos of the work done. Should the Client wish not to authorise this, this should be made in writing prior to the beginning of the work.

6. Pets

6.1 Pets should not be allowed on upholstered furniture, as they can cause more damage in a few months than multiple years of normal use. If you are intending to allow your pets on your furniture, please be aware that the stated durability of the fabric will not be accurate to that treatment. We will not take any responsibility for the reduced lifetime of your upholstery caused by pets.

7. General Complaints

7.1 We do not want any of our customers to be unhappy with any work they receive from us. As the nature of our work can vary piece by piece, all complaints and issues will be dealt with on a case by case basis. We will endeavour to come to a solution that is agreeable to all parties.