



# Bonsai Home

## Furniture purchasing Terms and Conditions

This page sets out the terms and conditions on which we supply any of the products through our 'Home' showroom. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

### 1. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

**1.1** After placing an order, you will receive an e-mail from us with your receipt of the deposit and an acknowledgment that we have accepted your order. The contract between us will only be formed when we have had confirmation of the order from the appropriate supplier.

**1.2** Once we have been advised items are ready to be dispatched from the supplier you will receive an email from us with your invoice for the remaining amount.

### 2. CANCELLATION RIGHTS

**2.1** If you decide to cancel an order with us before the contract has been formed we require you to do so within seven working days beginning on the day you place the order with us. Some exceptions apply – see below.

**2.2** Due to the fact that a large number of items available through our Home showroom are made to order and/or highly customisable we do not allow cancellation of an order once we have received confirmation from the supplier that the goods are in production as the contract has been formed.

**2.3** If the item is standard, stocked, non-customisable or a handmade item, an exception may be made, providing the item has not been produced to order and/or dispatched from the supplier by special delivery.

**2.4** To cancel a Contract, once receiving the item, you must contact us within 24 hours of it being delivered and have a valid reason for it to be returned. You must also return the products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation we may have a right of action against you for compensation.

**2.5** The right of cancellation once an item has been delivered can only be made use of if the item is returned in its original condition. The right of cancellation lapses if you use the item in a way that reduces its sales value.

### 3. DESCRIPTION

**3.1** Bonsai has gone to great lengths to illustrate our products within our showroom, with samples of materials and fabrics. It is not our responsibility if you are not happy with the fabric or material choices you have made, if we have provided you with sufficient samples and advice.

**3.2** Measurements of each product will be provided to you. It is not our responsibility if a product does not fit into a space, which you have measured yourself. We are more than happy to come and measure up for you, prior to ordering.

### 4. DELIVERY

**4.1** Your order should be fulfilled by the estimated date for delivery set out in your original quotation unless there are exceptional circumstances, eg the product is out of stock. To which we will contact you as soon as we find out.

**4.2** All orders must be checked upon reception. If freight damage has occurred, please inform us immediately.

**4.3** There are 2 delivery options:

(a) Delivery & Assembly (recommended) (b) Delivery

**4.4** You will be contacted when we have received the product to arrange delivery day and time.

**4.5** Upon delivery please inspect your order to ensure that all components have been delivered and are intact. In the case of delivery & assembly please go over the order with our staff to ensure your satisfaction.

### 5. RISK AND TITLE

**5.1** We are responsible for loss of or damage to your Products until delivered to you. Thereafter you are responsible.

**5.2** Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges. Until then we reserve the right to recover the Products from you and resell them to cover costs.

### 6. PRICE AND PAYMENT

**6.1** The price of the Products and our delivery charges will be as stated on the quotation given to you prior to order, except in cases of obvious error.

**6.2** All product prices exclude VAT

**6.3** Product prices within our showroom exclude delivery.

**6.4** Product prices and delivery charges are liable to change at any time, but changes will not affect quotations which have been sent in the last 3 months.

**6.5** We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an order confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

**6.6** Payment for all Products must be by credit or debit card, unless an alternative form of payment has been approved by a senior member of staff.

**6.7** When using cards a payment card fee may be added. The fee is determined by the issuer of the payment card, which also receives the fee amount directly. Bonsai does not profit from this.

### 7. OUR REFUNDS POLICY

**7.1** If you cancel your order within the first 7 days (see section 2), we will process the refund due to you as soon as possible and in any case within 30 days of the day you gave notice of cancellation. In this case we will refund the price of the Product and any applicable delivery charges in full.

**7.2** If an order is cancelled after we have had confirmation from the supplier you may lose your deposit or incur a charge depending on the nature of the item (see section 2)

**7.3** We will typically refund any money received from you using the same method of payment used by yourself to make your purchase.

### 8. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When first placing an order, you accept that communication with us will be mainly electronic unless otherwise specified. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### 9. EVENTS OUTSIDE OUR CONTROL

We will not be held liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

### 10. ENTIRE AGREEMENT

These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supercede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

### 11. LAW AND JURISDICTION

Contracts for the purchase of Products through our store and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Guernsey Law.