

Furniture purchasing Terms and Conditions

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

1. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

1.1 After placing an order, you will receive an email from us acknowledging receipt of your deposit and confirming that we have received your offer to purchase. Please note, this acknowledgment does not constitute acceptance of your order. A separate email will be sent to confirm our acceptance once we have received confirmation from the relevant supplier. Until that point, no binding contract exists, and you are free to withdraw your offer without penalty.

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 14 working days beginning on the day you place the order with us.

3. DESCRIPTION

3.1 We take great care to accurately represent our products in our showroom and to provide material and fabric samples wherever possible. The goods you receive will match the description and any samples provided. While we're happy to offer guidance on choices, the final decision rests with you. If we have supplied sufficient samples and advice, we cannot accept responsibility if you are later unhappy with your selected materials.

3.2 We will provide full product measurements to help ensure suitability for your space. If you choose to carry out your own measurements, we cannot be held responsible if the item does not fit.

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 provided to you prior to order, except in cases of obvious error. If such an error is identified, we will notify you and offer the opportunity to cancel the order without penalty.

6.2 All product prices exclude VAT

6.3 Product prices 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 14 days (see section 2), we will process the refund due to you as soon as possible within the 14 days of cancellation.

7.2 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 are not liable for any failure or delay in performing our obligations under a Contract where this is caused by events beyond our reasonable control. If such an event occurs, we will inform you as soon as possible and take reasonable steps to minimise its effect. If the delay continues for more than 30 days, you may cancel the Contract and receive a refund for any goods paid for but not received.

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.