



## **Business to Consumer – supply of goods, products, services and digital content**

### **Definitions**

<b>Seller</b>	Means A Box of tricks Ltd of Derby House 18 Churchfields road Salisbury SP2 7NH.
<b>Client</b>	The person who buys or agrees to buy the Goods/and or Services from the Seller.
<b>Goods or Products</b>	The items which the Client agrees to buy from the Seller as set out in the Order.
<b>Price</b>	The price for the Goods or services, excluding VAT and any carriage, packaging, and insurance costs.
<b>Force Majeure Event</b>	Means an event beyond reasonable control of the Seller.
<b>Order/Instruction</b>	The Client's order or instruction to the seller to supply products and/or Services, as set out [the clients written acceptance of the Seller's quotation OR in the clients purchase order, as the case may be].
<b>Contract</b>	a written or spoken agreement between the client and the Seller that is intended to be enforceable by law.
<b>Services</b>	The services supplied by the Seller to the client as set out in the Order.

### **Conditions**

1. **These Conditions**
  - 1.1 These are the terms and conditions on which A Box of Tricks Ltd Interior design will supply products to the client, whether these are goods, services, or digital content.
  - 1.2 Please read these terms carefully before you instruct A Box of Tricks Ltd Interior design. These terms tell the client who the seller is, how products will be provided to the client, how both the seller and the client may change or end the contract, what to do if there is a problem and other important information.

## 2. **Information about the Seller**

- 2.1 A Box of Tricks Ltd Interior Design is a company registered in England and Wales. The company registration number is 8395405 and registered office is at **Derby** House, 18 Churchfields road, **Salisbury** SP2 7NH. The registered VAT number is 158141710.
- 2.2 Contact A Box of Tricks Ltd by telephoning 07919124382 or by writing to elaine@aboxoftricks.com or the POSTAL ADDRESS Above.
- 2.3 If the seller needs to contact the client, they will do so by telephone or by writing to the client at the email address or postal address provided to the seller by the client.
- 2.4 When the seller uses the words "writing" or "written" in these terms, this includes emails.

## 3. **Sellers contract with the client**

- 3.1 The Sellers acceptance of the client's order/instruction will take place with an email to the client from the seller to accept it, at which point a contract will come into existence between client and seller.
- 3.2 If the seller is unable to accept the client's order/Instruction, the seller will inform the client of this and will not charge the client for the product. This might be because the product is out of stock, because of unexpected limits on resources which could not reasonably be planned for, because the seller has identified an error in the price or description of the product or because the seller is unable to meet a delivery deadline the client has specified.

## 4. **Products & Services**

- 4.1 The images of the products and product packaging on digital and 3D mood boards are for illustrative purposes only. Although the seller has made every effort to display the colours accurately, it is not a guarantee that a device's display of the colours accurately reflects the colour of the products. The client's product may vary slightly from those images.
- 4.2 If the seller is making the product to measurements the client has given, the client is responsible for ensuring that these measurements are correct.
- 4.3 Services are provided in the form of design, consultations or project management and are charged to the client either by the seller's hourly rate or an agreed flat fee.

## 5. **Clients' rights to make changes.**

- 5.1 If the client wishes to make a change to the product or service that the client has ordered please contact the seller. The seller will let you know if the change is possible. If it is possible the seller will let the client know about any changes to the price of the product, the timing of supply or anything else which would be necessary because of the clients requested change and ask the client to confirm whether the client wishes to go ahead with the change.

## 6. **The sellers' rights to make changes.**

- 6.1 The Seller may change the product to reflect changes in relevant laws, copy right and regulatory requirements and to implement minor technical adjustments and improvements. These changes will not affect the clients use of the product.

- 6.2 In addition, the seller may make changes to these terms or the product, but if the seller does this the seller will notify the client of this and the client must notify the seller to end the contract before the changes take effect to receive a refund for any products paid for but not received if they wish to do so.
7. **Providing the products**
- 7.1 The costs of delivery will be as quoted **OR** notified to the client in writing before placing any order.
- 7.2 During the order process the seller will confirm to the client when the products will be provided.
- (a) If the products are goods, the seller will deliver them to the client as soon as reasonably possible. The seller will contact you with an estimated delivery date.
- (b) If the products are services, the seller will begin the services on the date agreed with the client during the instruction process.
- (c) Bespoke products are non-refundable and cannot be cancelled once the order has been placed.
- 7.3 If the supply of products are delayed by an event outside of the sellers control, then the seller will contact the client as soon as possible and will take steps to minimise the effect of the delay. Provided the seller does this there will be no liability for delays caused by the event, but if there is a risk of substantial delay the client may contact the seller to end the contract and receive a refund for any products paid for but not received provided, they are not Bespoke items.
- 7.4 If the client does not allow the seller access to the property to perform the services as arranged (and the client does not have a good reason for this) The seller may charge the client additional costs incurred as a result. If, despite the sellers' reasonable efforts, they are unable to contact the client or re-arrange access to the property the seller may end the contract.
- 7.5 The client owns a product which is goods once the seller has received payment in full.
- 7.6 The seller may need certain information from the client to supply the products to the client. If so, the seller will contact the client to ask for this information. If the client does not give this information within a reasonable time of us asking for it, or if it is incomplete or incorrect information, the seller may either end the contract or make an additional charge of a reasonable sum to compensate for any extra work that is required as a result. The seller will not be responsible for supplying the products late or not supplying any part of them if this is caused by the client not providing the information needed within a reasonable time of us asking for it.
- 7.7 The seller may have to suspend the supply of a product:
- (a) The supplier needs to deal with technical problems or make minor technical changes.
- (b) The supplier wishes to update the product to reflect changes in relevant laws and regulatory requirements.
- (c) The Supplier needs to make changes to the product as requested by the client and notified by the seller.
- 7.8 The seller will contact the client in advance to advise if there will be a suspension of supply of the product unless the problem is urgent or an emergency. If the seller must suspend the product for longer than 2 months the client may contact the seller to end the contract for a product and the seller will refund any sums paid in advance for the product in respect of the period after the end of the contract unless the product is bespoke.
- 7.9 If the client does not pay the seller for the products when asked and payment is not made within 7 days of a reminder that payment is due, the seller may suspend supply of the products or services until the client has paid the outstanding amounts. As well as suspending the products the seller may also charge the client interest on any overdue payments.

**A Box Of Tricks Ltd Interior Design**

**Derby** House, 18 Churchfields road, **Salisbury** SP2 7NH **M:** 07919 124382  
**elaine@aboxoftricks.com** Registered England & Wales no: 8395405 VAT number: **GB** 158141710  
[www.aboxoftricks.com](http://www.aboxoftricks.com)

## 8. **Client's rights to end the contract.**

8.1 When the client wishes to end the contract this will depend on what has been ordered and bought, whether there is anything wrong with it, if it is a service, how the seller is performing and when the client decides to end the contract:

- (a) If the product is faulty or misdescribed the client may have a legal right to end the contract or to get the product repaired or replaced or a service re-performed or to get some or all the money back. Except for made to order bespoke goods.
- (b) If the client wants to end the contract because of something the seller has done or told the client, they were going to do.
- (c) If the client has just changed their mind about the product the client may be able to get a refund if the contract is within the cooling-off period of 14 days, but this may be subject to deductions and the client will have to pay the costs of return of any goods.
- (d) In all other cases (if the seller is not at fault and there is no right to change the clients mind)
- (e) The client cannot cancel the contract if the goods ordered are bespoke (i.e., made to order)

8.2 If the client is ending a contract for a reason set out above the contract will end immediately and the seller will refund the client in full for any products which have not been provided if the reasons are:

- (a) The seller has told the client about an upcoming change to the product and these terms which the client does not agree to.
- (b) The seller has informed the client of an error in the price or description of the product ordered and the client does not wish to proceed.
- (c) There is a risk that supply of the products may be significantly (over 2 months) delayed because of events outside of the seller's control.
- (d) The seller has suspended supply of the products for technical reasons or have notified the client they are going to suspend them for technical reasons, in each case for a period of more than 2 months.

8.4 The client does not have a right to change their mind in respect of:

- (a) Bespoke and custom made to order items ordered and supplied by A Box of Tricks Ltd Interior design.
- (b) Services, once these have been completed, even if the cancellation period is still running.

8.4.1 How long the client has to change their mind depends on what has been ordered/instructed and how it is delivered.

8.4.2 If the client has bought services, the client has 7 days after the day the seller contacts the client to confirm acceptance of the client's order. However, once the seller has completed the services the client cannot change their mind, even if the period is still running. If the client cancels after the seller has started the services, the client must pay for the services provided up until the time the client informs the seller that they have changed their mind.

9. How to end the contract with A Box of Tricks Ltd (including the clients change of mind)

9.1 To end the contract with A Box of Tricks Ltd Interior design, please inform us within 7 days and by doing one of the following:

9.2 Phone call on 07919124382 or in writing at [elaine@aboxoftricks.com](mailto:elaine@aboxoftricks.com).

## 10. **The seller will pay the costs of return.**

- (a) If the products are faulty or misdescribed.
- (b) If the client is ending the contract because the seller has told the client of an upcoming change to the product or these terms, an error in pricing or description, a substantial delay in delivery due to events outside of the seller's control.

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- (c) In all other circumstances, the client must pay the costs of return.
- 10.1 The seller will refund the client the price paid for the products including delivery costs, by the method the client used for payment. However, the seller may make deductions from the price, as described below.
- 10.2 If the client is exercising their right to change their mind:
- 10.3 The seller may reduce the clients refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by the clients handling of them in a way which would not be permitted in a shop. If the seller refunds the price paid before the seller can inspect the goods and later discover the client has handled them in an unacceptable way, the client must pay an appropriate amount.
- 10.4 Where the product is a service, the seller may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when the client told the seller they had changed their mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 10.5 The seller will make any refunds due to the client as soon as possible. If the client is exercising their right to change their mind, then:
- (a) If the products are goods and the seller has not offered to collect them, the clients refund will be made within 14 days from the day on which the seller receives the product(s) back from the client or, if earlier, the day on which the client provides evidence that the product (s) has been sent. In all other cases, the clients refund will be made within 14 days of the client informing that they have changed their mind.

## 11. The sellers' rights to end the contract.

- 11.1 The seller may end the contract for a product at any time by writing to the client if:
- (a) The client does not make any payment when it is due, and no payment has been made within 7 days of a reminder notice.
- (b) The client does not, within a reasonable time of us asking for it, provide the seller with information that is necessary for the seller to provide the products.
- (c) The client does not, within a reasonable time, allow the seller to deliver the products to the client.
- (d) The client does not, within a reasonable time, allow the seller access to the client's premises to supply the services.
- 11.2 The seller may write to the client to advise that the seller is going to stop providing the product. The seller will let the client know at least 1 week in advance of the seller stopping the supply of the product and will refund any sums the client has paid in advance for products which will not be provided.

## 11.4 Availability of products.

All orders are subject to acceptance and availability. If the goods ordered are not available, the client can choose to wait until the item is available from stock or to cancel the order.

## 12. Price and payment

- 12.1 The seller must receive 50% payment in advance of the whole of the price for the goods or services that the client orders/instructs before it can be accepted. Payment of the price for the goods represents an offer on the client's part to purchase the goods or services, which will be accepted by the seller at this point is a legally binding contract created between The Seller and the Client.
- 12.2 The price of the product (which includes VAT) will be the price set out in the Order or the seller's acceptance of it. The Seller takes all reasonable care to ensure that the price of the product advised to the client is correct.

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- 12.3.1 If the rate of VAT changes between the client's order date and the date the seller supplies the product, the seller will adjust the rate of VAT that the client pays, unless the client has already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3.2 It is always possible that, despite the sellers' best efforts, some of the products may be incorrectly priced. The seller will normally check prices before accepting the clients order so that, where the product's correct price at the client's order date is less than the stated price at the client's order date, the seller will charge the lower amount. If the product's correct price at the client's order date is higher than the price stated to the client, the seller will contact the client for instructions before the seller accepts the order.
- 12.3.3 The Seller will accept payment with Cheque or by BACS. When you must pay depends on what product you are buying:
- (a) For goods and services, the client is required to make an advance payment of 50% of the price of the goods and services, before the seller starts providing them. The seller will invoice the client for the balance of the price of the goods and services when the seller has completed the services and delivery of the goods. The client must pay each invoice within 7 calendar days after the date of the invoice.
  - (b) For soft furnishings, the client is required to make an advance payment of 75% of the whole price of the goods.
- 12.3.4 If the client does not make any payment to the seller by the due date of an invoice the seller may charge interest to the client on the overdue amount at the annual rate of 4%. 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. The client must pay the seller interest together with any overdue amount.
- 12.4 If the client believes an invoice is incorrect, please contact the seller promptly.

### 13. Other important terms

- 13.1 This contract is between the seller and the client. No other person shall have any rights to enforce any of its terms.
- 13.1.1 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### 14 Data Protection

- 14.1 A Box of Tricks Ltd Interior Design will only use any personal information provided by the client for the purpose of providing the Services, or for informing the client of the availability of similar services, unless the client agrees otherwise.
- 14.2 The Client can correct any information or ask for information about the Client to be deleted, by giving written notice to A Box of Tricks Ltd Interior Design.
- 14.3 A Box of Tricks Ltd Interior Design protects the Clients personal data. No information will ever be forwarded onto third parties, suppliers and subcontractors unless agreed with the Client.
- 14.4 Any personal data provided by the Client to A Box of Tricks Ltd Interior Design will be stored securely with access only for staff members.
- 12.3 Data will never be visible to other Clients of A Box of Tricks Ltd Interior Design

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