

BARBI & BARBI LONDON

TERMS & CONDITIONS

DELIVERY AND RETURNS

DELIVERY POLICY

UK DELIVERY OPTIONS

We intend to make the delivery and returns processes as simple and easy for you to use as possible, enhancing your experience of using the website, and ensuring that you receive your order safely and promptly; and our team are committed to making this happen for you.

In the event that an item is out of stock, we will communicate with you and offer an alternative if one is available or keep in touch and advise when that product is available once more.

Orders received by 2.30pm, will be processed for dispatch that day, subject to confirmation of payment and stock availability.

Our partner courier services aim to deliver within 3 working days for our standard delivery option. Other options are available upon request, please contact us by email when placing your order. We are committed to providing clear expectations of delivery times and to communicate with you as quickly as possible should we be aware of any difficulties, However, as hard as we may try there may be circumstances outside of our control which mean that quoted delivery dates cannot be maintained, i.e. bad weather, vehicle breakdown etc. This will not happen often but if it does, we will communicate with you; but we cannot accept any liability for any loss or damage, whether direct or indirect, caused by a delayed or failed delivery.

Currently, we have the following delivery option:

- Standard Delivery - Monday to Friday via Parcelforce/DHL or other partner within 3 working days at £5.95 per consignment, for UK only.

FREE UK STANDARD DELIVERY ON ALL ORDERS OVER £50* EXCLUDING UK FURNITURE DELIVERIES.

Please note: Due to shipping regulations we cannot deliver diffusers or room sprays overseas. We apologize for any inconvenience this may cause.

You will be able to track your order via a tracking code generated by the courier and attached to the despatcher confirmation email that will be sent to you. The status of your order can also be seen by logging into the My Account area of the website if you have set up an account. Sometimes tracking information may not be available, this will usually be due to the time of arrival of the package with the courier and the updating of their systems. Please contact us by email if you have any questions or concerns.

We will deliver to any address nominated by you - home, work or anywhere convenient for you, but not to a P.O Box address. Orders will be delivered to the address provided on the order, and a signature is required when they leave a parcel so that a record of all deliveries is maintained. If there is no one in at the nominated address the courier will try and leave with a neighbor and put a card through your door. If that fails, the package will be returned to the warehouse and you will be carded to arrange re-delivery or for you to collect (please contact us by email to arrange collection).

We do not schedule the delivery routes or times, but we partner with professional couriers and if your delivery is time critical please contact us and we will aim to help.

INTERNATIONAL DELIVERY OPTIONS

Unfortunately, at the moment we are unable to offers orders from international customers, delivery currently available within the UK only.

RETURNS POLICY

Returns and Exchanges we hope and anticipate that you will be delighted with the goods you have purchased from us but with our returns and exchange policy you can feel confident in buying from us, knowing that you can return goods if they are not suitable in any way nor as you have expected.

Should you not be delighted with your purchase or if you need to return them for any reason, you are able to do so within 30 days of receipt. We are happy to offer you an exchange or if you wish a refund, provided that the goods are returned intact and in the same condition as when they were received, unused, un-washed and in their original packaging with any garment tags still attached.

Please also note that in line with the United Kingdom's Distance Selling Regulations 2000 you have the absolute right to cancel your order at any time up to the end of the fourteenth (14) working day following the day on which you received the goods. No reason for cancellation needs to be provided, and you

have the right to a full refund of all charges if you return the goods within these timescales. Parcels are returned at your own cost. You may exercise this right in writing or by contacting us by email.

HOW TO RETURN GOODS

Please obtain a Returns Authorization Number which can be done through by contacting us by email. Please write this on your delivery note and include within your parcel to return to our warehouse. Once goods have been received all appropriate refunds will be applied as quickly as possible to your original method of payment and within 5 days of goods being received. It can take 3 or 4 days after we have processed a refund payment for it to appear on your credit/debit card statement. To ensure you will be credited in full goods must be returned within the appropriate timescales, in perfect condition, unused and unwashed and in the original packaging with any garment tags still attached. Please ensure that you also enclose your contact details in case we should need to be in touch regarding your return.

For made to order (bespoke) items that are not in stock:

- We are unable to offer refunds or exchanges, unless faulty or not as described, for any made to order products such as furniture.
- Where a product has been specifically ordered for you, unless faulty, we are unable to refund or offer an exchange.
- We are also unable to accept cancellations for these orders unless we are notified in writing (or email) within 48 hours of the order being placed.
- We will make these procedures clear when you place your order with us.
- This does not affect your statutory rights.

ADDRESS FOR RETURNS IS:

62b, Grove Rd, Sutton, SM1 1BT, London/UK.

For your own security please ensure that you obtain proof of posting or dispatch and obtain appropriate insurance cover as we cannot accept responsibility for goods lost or damaged in transit.

We do want you to be delighted with your order so it will help us to help you if you consider the following before purchase:

The product you are ordering is compatible with other furnishings that the dimensions are correct, and the product is fit for the purpose you are happy that the fabric and/or finish is correct for you the delivery address requested can receive the product.

Goods received back for return or exchange outside of these conditions may be accepted at the discretion of the company, refunds may then be made as a store credit.

Our returns policy does not affect your legal and statutory consumer rights.

OUR FURNITURE DELIVERY AND RETURNS POLICY

Furniture delivery currently available within the UK only.

When you place an order for furniture, you will receive an initial email within 2 working days to confirm your order and to explain how the delivery process works.

- We will confirm the lead time for your item and provisionally arrange a delivery date.
- We will explain our delivery procedure and our returns procedure for furniture items.

OUR DELIVERY PROCEDURE

- You must be at home to accept delivery; we cannot leave the goods otherwise.
- A date and time window (AM or PM) will be arranged with you as soon as the product is ready. On the day of delivery, you will receive a phone call within an hour of our arrival time to confirm. On arrival, your goods will be unwrapped from the transit packaging, quality inspected and placed in the requested room position, and all packaging removed if required. You will be asked to check our Returns policy and to sign our delivery note to say you understand the policy and are happy with the product delivered.

OUR RETURNS PROCEDURE

We want you to be happy with your purchase, and the steps we have taken above, we believe, will ensure that you have full satisfaction.

For made to order (bespoke) items that are not in stock, such as furniture products:

- We are unable to offer refunds or exchanges, unless faulty or not as described, for any made to order products such as furniture.

- Where a product has been specifically ordered for you, unless faulty, we are unable to refund or offer an exchange.
- We are also unable to accept cancellations for these orders unless we are notified in writing (or email) within 48 hours of the order being placed.
- We will make these procedures clear when you place your order with us.
- This does not affect your statutory rights.

GUARANTEE

We provide a 12-month manufacturer's guarantee on all furniture items. The furniture we sell is for domestic use internal areas only and must be used for the intended purpose. The guarantee does not cover accidental damage or misuse of the product.

Damaged or Faulty Furniture Items If your furniture is faulty or damaged please contact us by email as soon as possible so that we can provide a resolution.

REPAIRS

We work with several furniture repair companies who will endeavour to complete a home visit within 14 days of being notified of an issue. They will evaluate the fault and provide us with their independent assessment. If the issue is confirmed as a product fault, we will instruct the company to go ahead and repair, or alternatively replace if uneconomical to repair.

Damaged or Faulty Goods Should you receive damaged or faulty goods please contact us by email within 48 hours of receipt of the goods and we will arrange collection of the goods. It would help us and speed the process if you could email a photo of the damage or fault.

Do ensure that you return the damaged or faulty goods in the original packaging as you received them, and our courier will collect, or you can return to us and we will refund all reasonable charges. Once our warehouse has received and inspected the goods, a refund including delivery charges, or replacement, will be arranged at our expense.

RETURNING GIFTS

A gift can be returned in line with the standard policy within the conditions. However, we can only communicate with the person who placed the order, and an email will be sent to them to confirm the

exchange or refund; and refunds can only be made to the payment method used for the original purchase.

We will refund the price paid for the goods once they have been returned to our warehouse but shipping costs and any other duties or taxes cannot be refunded.

This does not affect your legal and statutory rights as a consumer.

OTHER IMPORTANT TERMS

BESPOKE ORDERS. NOTE THE FOLLOWING:

We do not guarantee an exact match for bespoke made to order products.

If you are supplying us with an image, we cannot guarantee an exact match unless we are given complete technical drawings. Even so, we will guarantee a 99% match. Drawings produced by us for signing off will be chargeable and payable by you.

Slight differences in dimensions may occur due to the materials within the build. If the furniture is intended for a specific place or location, you must inform us at the time of ordering.

Once we have confirmed an order, any further changes you wish to bring will be subject to a charge payable by you. Any changes at this stage may affect both the cost of the product and/or the delivery schedule.

Products are all made to order, therefore without affecting your statutory rights, can only be returned should the product contain faults. See clause 8.

Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 10 in respect of our guarantee. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. 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.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if

you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

FURTHER ADVICE

We reserve the right to reject any fabric supplied by you, if deemed to be unsuitable for production. It is your responsibility to provide the agreed quantity required.

Any fabric supplied by you must meet British Fire regulations. You must provide a fire-retardant certificate for any such fabric supplied before production can commence.

If treatment is not possible, we can provide a barrier cloth inter-liner (depending on the location of use) if required. This service is chargeable.

If we supply the fabric to be used in manufacture, it is your responsibility to look after it as per the manufacturers guidelines as normal wear or tear is not warrantied.

It is your responsibility to ensure the fabric is suitable for the use for which it is intended.

Some fabrics (such as silks and velvets) and leathers can be marked by the slightest touch also known as pressure marks. Pressure marking is considered a natural characteristic of any piled fabric. In addition, all our furniture is handmade, the handling of fabric is unavoidable and therefore we cannot accept any responsibility or liability for the condition of these fabrics when used during manufacture.

As leather is a natural product, some of the hides may show natural marks or scars. Depending on the supplier, variation on both texture and colour may occur different from the samples you look at. We cannot be held responsible for such markings that are visible on the final product. Sizes of hides may vary due to the nature of the product, this may result in additional costs, advisable on receipt of purchase from the supplier.

All Product measurements are approximate. For readymade curtains and blinds, fabric by the metre and pattern repeats, allow +/- 3 cm variance on sizes stated.

We reserve the right to make any changes to the Product specifications (external and/or internal) and any other changes where necessary.

Product specifications will vary from range to range as reflected in the design and price; however, all our Products are manufactured to the same high-quality standards.

For fabric by the metre, before cutting, please check you have the required amount and there are no defects as we will not be liable for third party costs and other losses once cut and made up.

Any goods that require more than one width of fabric will have joins and seams.

For made to measure, whilst every effort is made to make your items to the exact measurements given; the make-up can vary by up to 3cm, which is the standard industry tolerance allowance.

Product colour and shade may vary from one manufacturing batch to another. This will be more apparent if orders are placed at different times.

Our fabrics are constructed with various natural yarns and synthetic fibres. Often there are slubs and natural weave irregularities, which enhance the final appearance of the fabric. It should be noted that this is not a defect and is an inherent characteristic of the cloth. Please note that an inherent characteristic of the Suede Collection is the 'bruised' appearance that may appear as slight creasing.

Please be aware that up to 3% shrinkage may occur due to variations in atmospheric conditions whilst in situ at the window, or during the first wash or dry clean. There is sufficient fabric available within the hems to enable any necessary adjustment in length.

Our curtains are carefully packed and despatched. Any folding of material will cause certain creases; in the case of velvet and man-made fibre material, these will drop out after hanging. Any folding of material for prolonged periods or any items left in the packaging for long period in times may result in long term creasing or may affect the fabric permanently. Cotton prints may need a cool iron.

The sale of our products to you does not confer any right of license upon you to use, exploit, or to otherwise utilise any intellectual property right subsisting in or relating to the goods of which we are otherwise entitled to. The unauthorised copying of any of our designs, which are protected by design copyright, may give rise to legal action.