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## TERMS OF SALE

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### BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Bespoke Goods are sold by Us to consumers through this website, [www.patternandpicture.com](http://www.patternandpicture.com) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Bespoke Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Bespoke Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Bespoke Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Bespoke Goods"</b>	means goods made and/or customised to order, sold by Us through Our Site;
<b>"Contract"</b>	means a contract for the purchase and sale of Bespoke Goods
<b>"Goodwill Guarantee"</b>	means the goodwill guarantee offered by Pattern and Picture Ltd, a limited company registered in England under 11711233, whose registered address is 1 Victoria Court, Bank Square, Morley, Leeds, West Yorkshire, England, LS27 9SE and whose main trading address is Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX, which exists to enhance the legal rights of Our customers to change their mind and return Goods to Us;
<b>"Order"</b>	means your order for Bespoke Goods;
<b>"Order Confirmation"</b>	means our acceptance and confirmation of your Order;
<b>"Order Number"</b>	means the reference number for your Order; and
<b>"We/Us/Our"</b>	means Pattern and Picture Ltd, a company registered in England under 11711233, whose registered address is 1 Victoria Court, Bank Square, Morley, Leeds, West Yorkshire, England, LS27 9SE and whose main trading address is 152-160 City Road, London, EC1V 2NX.

### 2. Information About Us

2.1 Our Site, [www.patternandpicture.co.uk](http://www.patternandpicture.co.uk), is owned and operated by Pattern and Picture Ltd, a limited company registered in England under 11711233, whose registered address is 1 Victoria Court, Bank Square, Morley, Leeds, West Yorkshire, England, LS27 9SE and whose main trading address is Pattern and

Picture Ltd., 152-160 City Road, London, EC1V 2NX. Our VAT number is 316 9644 92.

### **3. Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use [www.patternandpicture.com](http://www.patternandpicture.com). Please ensure that you have read them carefully and that you understand them.

### **4. Goods, Pricing and Availability**

- 4.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Bespoke Goods available from Us correspond to the actual Bespoke Goods that you will receive. Please note, however, the following:
  - 4.1.1 Images of Bespoke Goods are for illustrative purposes only. There may be slight variations between the image of a product and the actual product sold due to differences in computer displays and lighting conditions and, in the case of Bespoke Goods, variations resulting from your specific requirements;
  - 4.1.2 To ensure best fit during installation, the Bespoke Goods will be sized up to 100mm larger in width and height to allow trimming on site .
- 4.2 Please note that sub-Clause 4.1 does not exclude our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Bespoke Goods, not to different ones altogether. Please refer to Clause 8 if you receive incorrect Bespoke Goods.
- 4.3 Where appropriate, you will be required to select the required size, colour and installation method of the Bespoke Goods that you are purchasing.
- 4.4 If you order Bespoke Goods from us, we will make them to your specifications and requirements, as detailed in the descriptions accompanying such products on Our Site. When you place an Order for Bespoke Goods, we will provide details of the information required from you.
- 4.5 When placing an Order for Bespoke Goods, please ensure that all information that you provide to Us is correct, accurate, and complete. We cannot accept the return of any Bespoke Goods if that return is due to incorrect information provided by you. Please note that this does not affect your legal rights.
- 4.6 Minor changes may, from time to time, be made to certain Bespoke Goods between your Order being placed and Us processing that Order and dispatching the Bespoke Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Bespoke Goods and will not normally affect your use of those Bespoke Goods. However, if any change is made that would affect your use of the

Bespoke Goods, suitable information will be provided to you.

- 4.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 4.10 regarding VAT, however).
- 4.8 All prices are checked by Us before we accept your Order. In the unlikely event that We have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, we will give you the option to purchase the Bespoke Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 24hrs, We will treat your Order as cancelled and notify you of this in writing
- 4.9 In the event that the price of Bespoke Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 4.10 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 4.11 Delivery charges are included in the price of Bespoke Goods displayed on Our Site.

## **5. Orders – How Contracts Are Formed**

- 5.1 Our Site will guide you through the ordering process. Before submitting your order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it. When ordering Bespoke Goods, please check the details you have provided carefully as we will not be able to accommodate changes once we have begun making and/or customising your Bespoke Goods.
- 5.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If we are unable to process your order due to incorrect or incomplete information, we will contact you to ask you to correct it. If you do not give us accurate or complete information within a reasonable time of our request, we will cancel your order and treat the Contract as being at an end. If we incur any costs as a result of your incorrect or incomplete information, we may pass those costs on to you.
- 5.3 During the order confirmation process we will require approval of the visual proof of your bespoke product which has been provided. This must be received by Pattern and Picture Ltd within 3 days of receiving your visual proof. Should we not receive this we will contact you after the 3 days however if we are unable to contact you we will deem the contract as cancelled.
- 5.4 No part of our site constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by us sending you an order confirmation by email. Only once you have confirmed you are happy with the

bespoke goods and we have confirmed receipt of this will there be a legally binding Contract between Us and you.

5.5 Order Confirmations shall contain the following information:

5.5.1 Your Order Number;

5.5.2 Confirmation of the Bespoke Goods ordered including full details of the main characteristics of those Bespoke Goods;

5.5.3 Fully itemised pricing for the Bespoke Goods ordered including, where appropriate, taxes, delivery and other additional charges;

5.6 We will also include a paper copy of the Order Confirmation with your Bespoke Goods when they are delivered.

5.7 In the unlikely event that we do not accept or cannot fulfil your Order for any reason, we will explain why in writing. No payment will be taken under normal circumstances. If we have taken payment any such sums will be refunded to you as soon as possible and in any event within 5 working days of purchase.

5.8 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Bespoke Goods.

## 6. Payment

6.1 Payment for Bespoke Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process.

6.2 We accept the following methods of payment on Our Site:

6.2.1 Credit/Debit Cards

6.2.2 PayPal.

## 7. Delivery, Risk and Ownership

7.1 All Goods purchased through Our Site will normally be delivered within 3 to 4 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control, for which see Clause 10).

7.2 If We are unable to deliver the Bespoke Goods on the delivery date, the following will apply:

7.2.1 If no one is available at your delivery address to receive the Bespoke Goods, we will leave a delivery note explaining how to rearrange delivery or where to collect the Bespoke Goods;

7.2.2 If you do not rearrange delivery within 5 working days we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, we will treat the Contract as cancelled and recover the Bespoke Goods. If this happens, you will be not refunded the purchase price of those Bespoke Goods themselves, or the cost of delivery. We may also bill you for any reasonable additional cost that we incur in recovering the Bespoke Goods.

7.3 In the unlikely event that we fail to deliver the Bespoke Goods within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 7.1), if any of the following apply you may treat the Contract as being at an end immediately:

- 7.3.1 We have refused to deliver your Bespoke Goods; or
- 7.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
- 7.3.3 You told Us when ordering the Bespoke Goods that delivery within that time period was essential.
- 7.4 If you do not wish to cancel under sub-Clause 7.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 7.5 You may cancel your Order under sub-Clauses 7.3 or 7.4. Any sums that you have already paid for cancelled Bespoke Goods and their delivery will be refunded to you within 14 calendar days if we have not started making your bespoke goods.
- 7.6 Delivery shall be deemed complete and the responsibility for the Bespoke Goods will pass to you once We have delivered them to the address you have provided.
- 7.7 Ownership of the Bespoke Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 7.8 Any refunds due under this Clause 7 will be made using the same payment method that you used when ordering the Goods and/or Bespoke Goods.

## **8. Faulty, Damaged or Incorrect Goods**

- 8.1 By law, we must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided. If any Bespoke Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Bespoke Goods, please contact Us at +44 0333 577 5171 as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Please note that if Bespoke Goods are incorrect as a result of your provision of incorrect information, rather than them not matching Our description, as explained in sub-Clause 4.5, you will not be able to return those Bespoke Goods. Otherwise, your available remedies will be as follows:
  - 8.1.1 Beginning on the day that you receive the Bespoke Goods (and ownership of them) you have a 30 calendar day right to reject them and to receive a full refund if they do not conform as stated above.
  - 8.1.2 If you do not wish to reject the Bespoke Goods, or if the 30 calendar day rejection period has expired, you may request a repair or replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Bespoke Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

- 8.1.3 If, after a repair or replacement, the Bespoke Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep them at a reduced price, or to reject them in exchange for a refund.
- 8.2 Please note that you will not be eligible to claim under this Clause 8 if you have purchased the Bespoke Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Bespoke Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Bespoke Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for more details.
- 8.3 To return Bespoke Goods to Us for any reason under this Clause 8, please contact Us at +44 0333 577 5171 to arrange for a collection and return. This will be organised by Us using TNT. We will be fully responsible for the costs of returning Bespoke Goods under this Clause 8 and will reimburse you where appropriate.
- 8.4 Refunds (whether full or partial) under this Clause 8 will be issued within 14 calendar days of the day on which We agree that you are entitled to the refund.
- 8.5 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods and/or Bespoke Goods were originally purchased.
- 8.6 Refunds under this Clause 8 will be made using the same payment method that you used when making your Order.
- 8.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **9. Cancelling and Returning Goods if You Change Your Mind**

- 9.1 If you are a consumer in the European Union, you may have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, subject to the exceptions stated below. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 9.2 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our products and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 9.3 Please note that as our products are Bespoke Goods they do not qualify for a cooling off period. You may cancel after receiving Bespoke Goods if there is a problem with them, as set out in Clause 8, but you cannot cancel merely because you have changed your mind.
- 9.4 Refunds under this Clause 9 will be made using the same payment method that you used when ordering the Goods.

## **10. Our Liability to Consumers**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer

as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

- 10.2 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.3 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

## **11. Events Outside of Our Control (Force Majeure)**

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
  - 11.2.1 We will inform you as soon as is reasonably possible;
  - 11.2.2 We will take all reasonable steps to minimise the delay;
  - 11.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
  - 11.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods and/or Bespoke Goods as necessary;
  - 11.2.5 If the event outside of Our control continues for more than 30 calendar days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled;
  - 11.2.6 If an event outside of Our control occurs and continues for more than 30 calendar days and you wish to cancel the Contract as a result, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:
    - Telephone: +44 0333 577 5171 ;
    - Email: [hello@patternandpicture.com](mailto:hello@patternandpicture.com);
    - Post: Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX;In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a

result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 calendar days of the date on which the Contract is cancelled.

## **12. Communication and Contact Details**

- 12.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at +44 0333 577 5171, by email at [hello@patternandpicture.com](mailto:hello@patternandpicture.com), or by post at Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX.
- 12.2 For matters relating the Bespoke Goods or your Order, please contact Us by telephone at +44 0333 577 5171, by email at [hello@patternandpicture.com](mailto:hello@patternandpicture.com), or by post at Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX.
- 12.3 For matters relating to cancellations, please contact Us by telephone at +44 0333 577 5171, by email at [hello@patternandpicture.com](mailto:hello@patternandpicture.com), by post at Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX, or refer to the relevant Clauses above.

## **13. Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
  - 13.2.1 In writing, addressed to Karen Smith, Company Secretary, Pattern and Picture Ltd., 152-160 City Road, London, EC1V 2NX;
  - 13.2.2 By email, addressed to Karen Smith, Company Secretary at [hello@patternandpicture.com](mailto:hello@patternandpicture.com);
  - 13.2.3 By contacting Us by telephone on +44 0333 577 5171

## **14. How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy

## **15. Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party



who will remain bound by them.

- 15.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 15.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 15.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 15.5 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you will be affected and are not happy with them.

## **16. Law and Jurisdiction**

- 16.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales, Northern Ireland & Scotland.
- 16.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence.
- 16.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 16.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non-exclusive jurisdiction of the courts of England & Wales, Northern Ireland & Scotland.