

# THE DESIGN ARCHIVES

## Terms & Conditions

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### 1. **Definitions**

- 1.1 “Seller” means Sharon Crowson Limited trading as The Design Archives whose registered office is Studio 008, Worlds End Studio, 132-134 Lots Road London SW10 0RJ.
- 1.2 “Buyer” means the person who buys or agrees to buy the goods from the Seller.
- 1.3 “Goods” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.4 “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

### 2. **Conditions applicable**

- 2.1 These conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order, confirmation order or sum of documents.

### 3. **Price**

- 3.1 The Minimum order for Fabric is 1 metre in increments of 10cm  
The Minimum order for Paper-back Fabric is 10 metres to order only
- 3.2 The price quoted is exclusive of delivery charges, Value Added Tax, custom duties and all other taxes.
- 3.3 The prices quoted are based on the current cost of the Goods as published in our price list. The Seller is able at any time prior to the delivery of the Goods to adjust the price to take account of any factor beyond the Seller’s control such as an increase in the cost of raw materials, or an increase in labour charges, and shall notify the Buyer of any such increase in writing.
- 3.4 The above charges may be varied without notice and you should check at the time of ordering.

### 4. **Payment**

- 4.1 The Seller may raise an invoice for the Goods at the any time following receipt of an order from the Buyer.
- 4.2 All sums due to the Seller under the Contract shall be paid on the 20th of the month following the month of the invoice.
- 4.3 In the case of late payment the Seller reserves the right to charge interest at the daily rate equivalent to 4% per annum above the base rate of NatWest plc from time to time in force and such interest shall accrue on the balance outstanding at such a rate after as well as before judgement.

### 5. **Delivery**

- 5.1 Upon receipt of an order, the Seller shall agree with the Buyer a date for delivery. The time of the delivery of the Goods shall not be of the essence.
- 5.2 The Buyer is required to acknowledge receipt of all Goods by signing delivery notes supplied by the Seller. The delivery notes should then be returned to the Seller.
- 5.3 Any claim for non-delivery of Goods shall be made by telephone within 10 days of the delivery date and confirmed by recorded delivery letter within 14 days of the delivery date.

- 5.4 The Buyer shall notify the Seller of any defects/or shortages within 14 days of delivery of the Goods.
- 5.5 The Design Archives fabrics are stocked in the UK therefore if in stock will be despatched immediately.

## 6. **Returns**

- 6.1 All goods to be returned for credit must be received within 30 days from date of invoice. For non-faulty goods, there will be a handling charge of 25% of the invoice value. If non-faulty goods are returned for an exchange, the handling charge will be reduced to 15%. The fabrics must be uncut and in the same condition that they were received. Returned items that are received damaged due to insufficient packaging and are not suitable for re-sale may forfeit credit. A collection service is available, please contact our office to arrange this. However, examine carefully before cutting. Claims will not be accepted for any reason whatsoever after the customer, their staff, agents or makers up, has cut the fabric. No claims will be accepted in respect of any costs of making up.
- 6.2 For velvet qualities any fabric for return must be sent back to us in the original velvet boxes and must be received in a condition suitable for re-sale, otherwise we are unable to consider a refund.

## 7. **Retention of title**

- 7.1 The buyer shall own the goods only after:
- a) They have been paid for in full; and
  - b) All other Goods supplied by the Seller either previously or subsequently have been paid for in full until then they belong to the Seller and the Buyer shall deal with them only in the way set out in the clause.
- 7.2 The Buyer shall ensure that the Goods can be identified and separated easily from other Goods held by the Buyer by storing them separately or labelling them and by keeping stock records.
- 7.3 The Buyer shall keep the Goods stored properly and protected from damage and shall insure them to their full reinstatement value. The proceeds of any insurance claim shall belong to the Seller.
- 7.4 The Buyer shall not sell, give, pledge, lend or otherwise dispose of the Goods except that it may sell the Goods on behalf of the Seller in the ordinary course of its business.
- 7.5 Until the Buyer has satisfied the conditions in 7.1 above:
- a) The Seller shall own the proceeds to the Seller immediately on demand.
  - b) The Buyer shall transfer the proceeds to the Seller immediately on demand.
  - c) The Buyer shall at the Sellers request notify Buyers or potential Buyers of the Sellers ownership of the Goods.
  - d) The Buyer shall at the Sellers request immediately assign to the Seller any debts arising from the sale until notified by the Seller, the Buyer may collect these debts on behalf of the Seller. If the Seller so requests, the Buyer shall promptly take such actions as are necessary to perfect the assignment.
- 7.6 The Buyer shall allow the Seller to enter its premises without notice at any time within normal business hours to inspect the Goods and to remove them (any may use reasonable force to do so). The Seller shall make good any damage caused to property belonging to the Buyer during the removal of the Goods.
- 7.7 The Seller may sue for the price of the Goods even if the Buyer does not own them.
- 7.8 The Buyer shall immediately notify the Seller in writing if anyone threatens to issue any form of insolvency proceedings against the Buyer to seek to appoint a receiver or manager over any of the Buyer's property, and shall notify the Seller in writing before initiating such proceedings or entering into any voluntary arrangement or competition with its creditors.

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