

## DESIGN ODYSSEY TERMS AND CONDITIONS OF SALE FOR BESPOKE PRODUCTS

THESE TERMS AND CONDITIONS APPLY TO ANY PURCHASE YOU MAKE OF OUR **BESPOKE** PRODUCTS SO PLEASE TAKE TIME TO READ THEM. THEY DO NOT AFFECT YOUR STATUTORY RIGHTS.

1. **Supplier:** We are Design Odyssey Limited, a company registered in England and Wales under number 05096125. We are a retailer selling and delivering bathroom furniture and accessories for interiors to customers located in the United Kingdom and overseas. We have offices at the premises stated at the end of these terms and conditions.
2. **Conditions of supply:** These terms and conditions apply to all sales of bespoke products we design at your request, and our design services provided in respect of those bespoke products. Any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by us. Subject to the foregoing, the sale of our bespoke products shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document) other than terms, conditions and warranties implied by law that may not be excluded.
3. **Our bespoke offerings:** We are not obliged to design and/or sell you any bespoke products on these terms and conditions until we have accepted your order and a legally binding contract of sale is made between you and us.
4. **Our design services:** For the purposes of these terms and conditions bespoke products means products which we design in their entirety, or modifications of our standard products, which we design at your request and as specified on the confirmatory invoice attached to or accompanying these terms and conditions. We are not liable to carry out any design work until you have provided us with full payment detailed in Clause 7 although we may in our sole discretion carry out design work before that time. As each bespoke product is handmade our bespoke products may have slight differences in colour and/or dimensions from any samples that we may provide to you.

All copyright, design rights and intellectual property rights that we create or author in the course of providing design services shall be our exclusive property and you will not obtain any right, licence or other interest in the foregoing. We may supply the bespoke products you have ordered to any third parties.

5. **Minimum orders:** You hereby place an order for the bespoke products as stated on the attached confirmatory invoice.
6. **Accepting an order:** All our contracts are concluded in English.

Your order for bespoke products is at the product prices stated on the confirmatory invoice attached to or accompanying these terms and conditions. In all cases delivery, crating and handling charges for your order shall be our standard charges at the time you receive these terms and conditions.

We accept your order at the time we receive your payment in accordance with Clause 7 and it is only at this time that a legally binding contract of sale is made between you and us.

Contracts of sale will neither be filed by us nor accessible to you.

7. **Payment:** In order to begin production of the bespoke products, you must pay 100% of the price of the bespoke products you are ordering (including VAT if applicable) within 10 days of the date when you receive these terms and conditions.

If we do not receive payment within a relevant time period then there is no legally binding contract of sale between you and us or any such contract is automatically terminated with immediate effect.

We shall inform you (whether by letter, email, phone or fax) of when your bespoke products are ready for dispatch. Without prejudice to any other rights we may have, we are not liable to deliver the bespoke products to you until we receive full payment.

Without prejudice to your statutory rights, any price and other amounts payable by you to us is non-refundable.

8. **Delivery:** We shall aim to deliver the order of bespoke products to you within the order delivery period stated on the attached confirmatory invoice or as agreed by you and us in writing, such period to start from the date on which you approve our final design for the bespoke products.

Please note that we cannot, and do not, guarantee to deliver bespoke products by any particular date especially given that we would not usually keep stock of those bespoke products and would need to place specific orders for their manufacture with third parties.

We will deliver bespoke products to the delivery address you specify in your order, subject to the payment of delivery, crating and/or handling costs.

You must make all arrangements necessary to take delivery of bespoke products when we deliver them to you. If you do not accept delivery of bespoke products or we are unable to deliver or are delayed in delivering bespoke products because of your actions or omissions then we may charge you and you will be liable to pay us for all costs we incur as a result (including, without limitation, storage costs at a rate of 1% of the price of the bespoke products for every week or part of a week).

We may supply bespoke products either all on one date or by separate batches on different dates. Either you or we can, by notice, cancel an order if we are unable to supply the bespoke products within a reasonable time.

9. **Method of payment:** All payments are to be made by cheque or electronic bank transfer to our bank account which we inform you of from time to time. Unless we agree otherwise, payment must be made in GB pounds sterling and no payment shall be deemed to have been received until we have received cleared funds.
10. **Title and risk:** Bespoke products that you order remain our property until we receive payment for them in full from you. Risk in the bespoke products pass to you on delivery. Title reverts to us in the event that you or we cancel your order in accordance with these terms and conditions.
11. **Data protection:** We may use your personal information to: (i) fulfil orders placed by you; (ii) process your payments; (iii) carry out credit checks; (iv) disclose information about you to any relevant regulator if they require it or to anyone else if we have a legal duty to do so; (v) help you to use this our website; (vi) analyse your purchasing preferences; and (vii) contact you by post about our or our group companies' goods, services, special offers and events that we think may be of interest to you. We may disclose your information to our employees, agents, group companies and service providers for these purposes.

In order to protect against fraud and theft we may also share information about the way in which you conduct your account with lenders and credit reference agencies. You have the legal right to ask for a copy of the personal information we hold about you (for which we may charge a small fee) and to correct any inaccuracies in your information.

12. **Illegality:** If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.

**Governing law:** These terms and conditions and each contract of sale are governed by English law.

**Contacting us:** To contact us or place your order for bespoke products please contact:

Design Odyssey Ltd  
Studio 15  
Ray Street Enterprise Centre  
Ray Street  
Huddersfield  
HD1 6BL

Email: [paul@designodyssey.co.uk](mailto:paul@designodyssey.co.uk)  
Telephone: 0776 504 8990  
Web: [www.designodyssey.co.uk](http://www.designodyssey.co.uk)