



TERMS & CONDITIONS

Coles Sewing Centre Ltd (the Seller) supply service and repair Husqvarna Viking and other similar sewing machines and accessories (the Goods) and supply general training services (the Services) on the following terms which can only be varied in writing by an authorised representative of the Seller.

1. THE SELLER'S OBLIGATIONS

- 1.1 The Seller will provide its services with reasonable care and skill. In the absence of prior written instructions to the Seller giving sufficient detail no particular precautions nor any special treatment need to be taken or provided for The Goods.
- 1.2 The Seller's duty is to the Buyer only and not to any third party. Any advice given is for the Buyer only.
- 1.3 Unless it states otherwise in writing where the Seller provides additional services it operates as the Buyer's agent in engaging other contractors to deal with The Goods.
- 1.4 A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance in writing of the Buyer's order.
- 1.5 Quotations to supply from stock are subject to the Goods remaining unsold prior to receipt of order. Every care has been taken to ensure the accuracy of descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet, website or any other descriptive matter, but they are given as a guide only and do not form part of any order or contract or amount to any representation, guarantee or warranty. The Seller reserves the right to modify the design and specification of goods without notice.

2. BASIS OF THE SALE

- 2.1 Any quotation given by the Seller to the Buyer shall not be an offer but an invitation to treat only. No contract between the Buyer and Seller shall arise unless and until any order of the Buyer is confirmed by the Seller in writing.
- 2.2 Any written order of the Buyer which is accepted by the Seller shall be subject to these conditions which shall govern the contract to the exclusion of any terms and conditions subject to which any order or acceptance of any quotation is purported to be accepted by the Buyer.
- 2.3 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employers or agents as to the use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. QUOTATIONS, PRICING AND PAYMENT

- 3.1 The prices quoted and/or confirmed are in UK Pounds Sterling, and unless stated otherwise include the cost of packing and transport, VAT as appropriate and any other UK tax or duty and are based on acceptance of these terms and conditions. Whilst every effort will be made to maintain prices quoted, the Seller reserves the right to execute orders at the list prices ruling at time of delivery.
- 3.2 All prices quoted shall be subject to market fluctuation and/or changes in foreign currency exchange rate and costs of materials and components. Should no price have been quoted, the price shall be the Seller's price ruling at the date of despatch and the buyer will be invoiced accordingly.
- 3.3 Unless agreed otherwise by the Seller the price shall be paid in full prior to collection or delivery of the Goods. Payment is accepted in cash, by cheque, bank transfer, debit and credit card or American Express online or by phone directly to the Seller.

- 3.4 Independent finance plans are available subject to eligibility and should be agreed and confirmed by the lender before the Goods are despatched.
- 3.5 Unless otherwise agreed invoices for work performed by the service department are payable upon collection without any deduction whatsoever.
- 3.6 In the case of a trade sale or where a credit account has been previously agreed the invoice amount for goods supplied or services provided shall become due for payment 30 days from the date of invoice. The time for payment shall be of the essence of the Contract.
- 3.7 Without prejudice to the right of the Seller to payment in accordance with these terms of payment interest shall be payable on overdue invoices at the rate of 2% per month or part of a month to run from the due date for payment until receipt by the Seller of the full invoice amount whether or not after judgement.
- 3.8 In the event of failure by the Buyer to pay for the Goods or for any delivery or instalment or for the services provided the Seller shall be entitled without prejudice to any other right the Seller may have to suspend further deliveries on the same order and on any other order from the Buyer until payment has been made in full.
- 3.9 Payment or instalments thereof shall unless otherwise agreed in writing be made in full without any deduction or set-off except in respect of any payment already made by or credit issued to the Buyer relating to the Contract. Save as aforesaid no claim by the Buyer shall entitle the Buyer to withhold or delay payment of sums due to the Seller.
- 3.10 Any cheque stated to be in full and final settlement of an amount owed under the Contract can be accepted by the Seller as a part payment only on account of the full amount owed.

4. TAXES

- 4.1 All prices quoted are inclusive of Value Added Tax where applicable other than books which are zero rated.
- 4.2 Value Added Tax is added on all orders from the European Union.

5. DELIVERY

- 5.1 Up to 28 days should be allowed for delivery although the Seller will use its best endeavours to deliver as soon as the goods are available.
- 5.2 Any dates for delivery mentioned in any oral or written quotation acceptance or confirmation of order specification or elsewhere are given and intended as an estimate only and time is not of the essence and the Seller shall not be liable for any loss, damage or expense howsoever arising from any delay in delivery.
- 5.3 Delivery of the Goods shall be by 1st Class post or courier to the destination nominated by the Buyer.
- 5.4 The Seller reserves the right to make partial deliveries in the event that not all the Goods are immediately available and to invoice separately for any such partial deliveries and it is agreed that in the event of the breach by the Seller in relation to any partial delivery that breach shall be treated as subject to the terms of this contract and as having effect in relation to that partial delivery only.
- 5.5 In the event of the Buyer returning or failing to accept any delivery of the Goods in accordance with the Contract, the Seller shall be entitled at its option either to deliver and invoice the Buyer for the balance of the Goods then remaining undelivered, or to suspend or cancel further deliveries under the contract. The Seller shall be so entitled to store at the risk of the Buyer any Goods which the Buyer refuses or fails to accept and the Buyer shall in addition to the invoice price pay all costs of such storage and any additional costs carriage and loss incurred as a result of such refusal or failure.

6. RISK AND TITLE

- 6.1 The Sellers risk in the Goods shall pass to the Buyer immediately upon delivery to the premises nominated by the Buyer. In all other cases the Goods shall be deemed delivered and the risk therein to have passed to the Buyer upon transfer to the Buyers own transport or to the Carrier named by or arranged on behalf of the Buyer.
- 6.2 Title to the Goods shall not pass to the Buyer until payment in full of all sums due under the Contract has been made. Until such payment the Buyer has possession of the Goods as bailee for the Seller only and shall not without the Seller's consent in writing use, dispose of, charge or otherwise deal in the Goods in any way inconsistent with that relationship.
- 6.3 The Seller reserves the right to repossess the goods (including if necessary demounting any goods which may have been installed) in respect of which or part of which payment is overdue and thereafter to resell the same and for this purpose the buyer hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without a vehicle during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.
- 6.4 Until the Seller has been paid for in full for the Goods and title has passed to the Buyer the Buyer shall store the Goods for the Seller in a proper manner and separately from its own goods or those of any

- third party and will ensure that the Goods remain clearly identifiable as the property of the Seller and will insure the Goods for the full replacement value thereof for the benefit of the Seller and will on request provide proof of such insurance noting the Seller's interest.
- 6.5 If the Buyer is a Company it must give fourteen days' notice to the Seller before applying to the Court for the appointment of an Administrator. The Buyer will not be entitled to remain in possession of the Seller's Goods from the date of notice and the appointment of an Administrator without giving notice shall be deemed to be a fundamental breach of contract.
- 6.6 The Seller will be entitled to maintain an auction for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

7. WEBSITE

- 7.1 Full details of the Seller's range of goods, services and training are available at www.colessewingcentre.co.uk.
- 7.2 The Seller has made every effort to ensure the accuracy of the information contained on this site. Whilst every effort is made to produce up to date product or service specifications this site should not be regarded as an infallible guide to the Sellers products and services nor does it constitute an offer for the sale of any particular product or service.
- 7.3 In using the website, the buyer agrees to be bound by these Terms and Conditions which take effect from the moment to website is first used.
- 7.4 Notwithstanding anything else in these Terms & Conditions the Seller will not be liable for any claims arising from the functionality or availability of this website.
- 7.5 All rights including copyright and database right are owned and licensed to the Seller and may not under any circumstances be reproduced, modified, or re-published without the express prior consent of the Seller.
- 7.6 If a dispute between the Buyer and Seller which cannot be satisfactorily resolved arises from use of this website the Seller will agree to the use of the European Online Dispute Resolution Platform to resolve such disputes. Details are available from the EU website. ec.europa.eu/consumers

8. INSURANCE AND THE SELLERS LIABILITY FOR LOSS

- 8.1 The Seller shall not be liable to the Buyer:
- 8.1.1 For damage to or loss of the Goods or any part thereof in transit unless the Buyer shall notify the Seller (and where relevant the Carrier) of any such claim within 3 days of receipt of the Goods or within a reasonable time after discovery where the shortage, damage or loss was not immediately apparent on reasonable inspection.
- 8.1.2 For non-delivery unless the Buyer shall notify the carrier and the Seller of any claim for non-delivery within 14 days of sending of the invoice/despatch note.
- 8.1.3 For defects in the Goods caused by the act, neglect or default of the Buyer or any third party.
- 8.1.4 For the quality fitness or suitability of the Goods for any particular purpose or use under specific conditions unless specifically agreed and confirmed in writing.
- 8.1.5 For items which do not form part of the contract and technical information recommendations statements or advice furnished by the Seller its employees or agents or given in writing to the Buyer before an order is placed unless specifically agreed and confirmed in writing after the placing of the order.
- 8.2 Subject to the aforementioned, if the Goods or any part of them are lost or damaged in transit the Seller may at its option make good any shortage or non-delivery and/or as appropriate replace repair or procure the repair free of charge any Goods found to be damaged and in such event the time for delivery shall be extended for such period as the Seller shall reasonably require for such replacement or repair. Save as provided in this condition the Seller shall have no liability whatsoever to the Buyer for or in connection with any loss or damage to the Goods in transit howsoever arising.
- 8.3 The Seller's total liability to the Buyer (including liability in respect of its employees or agents or otherwise) shall be limited to the Contract price of the Goods sold and services provided by the Seller and except for death or personal injury caused solely by the Seller's negligence and except also for warranty of title and quiet possession (subject to the Seller's right to repossess as provided in Condition 6 hereof) the Seller's liability shall not extended to any other expenditure whatsoever and the Seller shall not be liable for consequential loss or damage (including but not limited to loss of profit) howsoever arising.
- 8.4 The Seller's prices are based on the limits of liability set out in these conditions. The Seller will if requested accept a higher limit of liability subject to the availability of insurance cover. The costs of such insurance shall be for the Buyer's account.

9. SERVICE & REPAIRS

- 9.1 The Seller offers facilities for the servicing and repair of Husqvarna Viking and other similar sewing machines and accessories.
- 9.2 At the time of booking a Service Job Report will be supplied showing details of the maintenance, fault or defect and the parts being repaired or replaced. The booking form will also show the estimated cost of the work together with an estimated delivery date.
- 9.3 In addition, the Service Job Report will list the electrical leads, connections and accessories left with the machine at the time of the repair and the Seller will not be responsible for the loss of any such items once the Goods have been repaired and collected. The Buyer should therefore carefully check these items are all present with the machine when collecting or otherwise within 14 days of receipt.
- 9.4 Notwithstanding anything in Condition 11 below, the repair work carried will be warranted for a period of 3 months.
- 9.5 Should any further work be needed or should some other unconnected fault come to light this will not be included in the above warranty and any repairs will be quoted and charged for separately.
- 9.6 After due notification by the Seller, should any repairs not be collected with 90 days from the date of notification then the Seller can dispose of these goods by auction or any other suitable method.

10. TRAINING

- 10.1 The Seller provides training courses in general sewing and the specific use of Husqvarna Viking machines (the Services).
- 10.2 Husqvarna Viking Owners Courses are available free to buyers who have purchased selected models of machine or software packages from the Seller.
- 10.3 Bookings for free places are only available if made by phone and a booking fee is payable when booking to secure the free place. This will be fully refundable upon attendance of the course.
- 10.4 No refund or transfers are available in respect of cancellation of free training courses.
- 10.5 For courses where charges apply then in the event of cancellation a scale of refunds is allowable as set out in the separate booking conditions.
- 10.6 In the unavoidable event of a course being cancelled by the Seller, course attendees will be informed immediately of an alternative date or a full refund will be given.

11. WARRANTY

- 11.1 New Goods supplied by the Seller are warranted in accordance with the manufacturer's warranty against failure due to poor workmanship or structural faults or assembly faults if assembly is carried out by the Seller or functional faults for the period stated on the Seller's quotation and order confirmation and is limited to Goods and Services despatched to and which remain in the United Kingdom and the Republic of Ireland so long as the Buyer informs the Seller in writing within the warranty period. If such a warranty claim by the Buyer is accepted by the Seller the Seller will at their utmost discretion alter repair or replace any defective parts at no cost to the Buyer provided always that no liability is accepted by the Seller as aforementioned.
- 11.2 In respect of Goods and Services supplied to the Seller by sub-contractors or other suppliers save to the level of warranty offered to the Seller by the sub-contractor or other suppliers.
- 11.3 In respect of Goods and Services that have been altered repaired or replaced by parties other than the Seller or without the Sellers approval.
- 11.4 In respect of Goods that are supplied by the Seller as refurbished the Goods will have been examined or tested to ensure that the Goods will satisfy the Buyer's needs. An appropriate guarantee or warranty may be included depending on the age and condition of the Goods. The order will only be accepted by the Seller on receipt of an acknowledging these terms.
- 11.5 Any parts replaced under warranty free of charge remain the property of the Seller. Any alteration repair or replacement of parts under warranty do not extend the original warranty period under which claims can be made under these conditions. Under no circumstances does the Seller accept liability for consequential loss or damage (including but not limited to loss of profit) as a result of malfunction breakdown or misuse.

12. RETURNS

- 12.1 Where the Goods are purchased via The Seller's website or by mail order, European Distance Selling Regulations apply and the Seller must be notified in writing within 14 days of any intention to return the goods purchased.
- 12.2 A refund will be made via the means of payment within 28 days.
- 12.3 The buyer undertakes to take reasonable care of the Goods whilst in their possession.
- 12.4 The Buyer should make the goods available for collection by the Seller or the Sellers agent at the time and date agreed unless the Goods are returned directly to the Seller's premises by the Buyer or shipped at the Buyer's expense where we recommend a recorded delivery service be used. The Goods to be returned should be securely packaged preferably in the original packaging supplied and a fully insured service used.

- 12.5 The cost of collecting the Goods will be deducted from any refund allowed together with the cost of any transit damage if not covered by insurance.
- 12.6 Design disks are not covered if the packaging seal is broken.
- 12.7 Goods supplied as 'special orders' and any needles, threads or patterns cannot be returned and no refunds are allowed.
- 12.8 Any goods returned from abroad must be marked "returned goods - unsuitable" as failure to do this may result in a customs charge which will not be refunded.
- 12.9 In respect of Goods purchased from The Sellers premises or where there has been an opportunity to inspect in person then the Sale of Goods Act 1979 applies and the Buyer has no right to return unless the Goods themselves are faulty.

13. VARIATION AND CANCELLATION OF ORDERS

- 13.1 Orders and requests for the Goods and / or Services may not be varied, cancelled or suspended without the Seller's prior written consent. Cancellation or suspension of an order will be accepted only up to 14 days from delivery on the express condition that the Seller shall be indemnified against all loss whatsoever incurred wholly or in part as a result of the cancellation or suspension.

14. RIGHT TO REFUSE

- 14.1 We reserve the right to refuse service to any customer for reasons including but not limited to circumstances of actual or implied physical or verbal abuse towards our business or our employees.

15. COMPLAINTS

- 15.1 In the unlikely event of there being cause to complain about the service of the Seller this should be put in writing by letter or email to neil@colessewingcentre.co.uk All complaints will be dealt with fairly and in a professional manner in accordance with the Complaints Policy a copy of which is available from the Seller.

16. FORCE MAJURE

- 16.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the Seller being prevented, hindered or delayed in the performance of its obligations under the Contract by reason of any act of God, war (whether declared or not) riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, drought, exercise of governmental authority or legislation, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the reasonable control of the Seller.

17. TERMINATION

- 17.1 If any sum owing by the Buyer to the Seller is overdue under this or any other Contract or if the Buyer commits any breach of the terms and conditions of the Contract or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with its creditors or goes or is put into liquidation or if a receiver or administrator is appointed over any part of the Buyer's business the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the Contract order summarily by notice in writing without compensation to the Buyer.

18. WAIVER

- 18.1 Failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

19. SEVERABILITY

- 19.1 In the event that any of the Terms Conditions or Provisions hereof or the Contract shall be determined invalid unlawful or unenforceable to any extent such Term Condition or Provision shall be severed from the remaining Terms Conditions and Provisions which shall continue to be valid to the fullest extent permitted by law.

20. NOTICES

- 20.1 Any notice or other document to be given herein shall be deemed to have been duly given if sent by registered airmail, prepaid first class registered or recorded delivery post, facsimile or email transmission delivered to the party concerned at its principal place of business or last known address. Notices sent by registered airmail and prepaid first class registered or recorded delivery post shall be deemed to have been given five days after despatch and notices sent by facsimile or email transmission shall be deemed to have been given on the day of despatch.

21. STATUTORY RIGHTS

21.1 These terms & conditions do not affect your statutory rights as a consumer.

22. HEADINGS

22.1 The headings of the terms and conditions contained herein or in the Contract are for convenience of reference only and shall not affect their meaning or interpretation.

23. GOVERNING LAW

23.1 The Contract shall be governed by and construed and interpreted in accordance with the Laws of England. For the purpose of settlement of any disputes arising out of or in conjunction with the Contract, the parties hereby submit to the jurisdiction of the English courts.

24. DEFINITIONS

24.1 Terms used in these Conditions have the following meanings:

"The Seller" means Coles Sewing Centre Ltd.

"The Goods" means the items to be supplied by the Seller.

"The Services" means the maintenance or repair of the Goods and all or any other services to be provided by the Seller under the contract including training.

"The Buyer" means the person, firm or company to be supplied with the goods and to whom the services are to be provided by the Seller.

"Conditions" means the Terms and Conditions set out herein and (unless the context otherwise requires) includes any special Terms and Conditions agreed in writing between the Buyer and the Seller

"The Contract" means the contract constituted by any order placed on and accepted by the Seller for the supply of goods and the services made between the Seller and the Buyer to which these terms and conditions apply.