



TERMS AND CONDITIONS

1. These terms

- 1.1 These terms and conditions (the “Terms”) relate to any products supplied to you through our website, via telephone, in store, or at a trade exhibition by Fiona McDonald (“Fiona McDonald”, “we” or “us”) to you, the customer (“you”). These Terms together with our invoices and any confirmation email we may provide to you will form the agreement between you and us (“Agreement”).
- 1.2 Please read these Terms carefully to ensure you understand them. By purchasing goods from us you are agreeing to these Terms. If you have any questions about these Terms, please contact us to discuss.
- 1.3 These Terms may be varied by us at any time by posting amended terms and conditions on our website. The Terms which apply to your purchase will be those terms and conditions applicable at the time of the purchase.

2. Who we are

- 2.1 We are Fiona McDonald a sole trader established in England and Wales and we own and operate this site. Our address is 323 Fulham Palace Road, London SW6 6TJ. Our registered VAT number is GB756617795.
- 2.2 You can contact us by telephone on +44 (0) 20 7731 3234 or by writing to us at info@fionamcdonald.com or 323 Fulham Palace Road, London, SW6 6TJ.

Antiques

We sell mid-century antique furniture that has been selected and restored by Fiona McDonald.

3. Placing an order

- 3.1 You can purchase an Antique product by placing an order in-store, at a trade fair, over the telephone or by email. Please call in-store or visit our website to view the products that are currently available for sale.
- 3.2 Many of our products are unique and as a result, any product that appears on our website may no longer be available. Any order you place with us is subject to the availability of the products ordered. We do not guarantee that any product shown



on the website will be available at any given time.

- 3.3 We reserve the right to limit the amount of products that you order.
- 3.4 If you call us to make a payment over the phone, you must give authority for payment. We may take payment from you at any time between you placing the order and us accepting your order.
- 3.5 You must pay the full purchase price of an Antique product before we can deliver the goods or make the goods available for collection.
- 3.6 We will confirm acceptance of your order by providing you with a written invoice that confirms your order has been accepted, at which point the contract between us is formed. The contract between us will only be formed when we provide you with this invoice.
- 3.7 The images of the products on our website and other materials are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.
- 3.8 When measuring our products, we make every effort to be as accurate as possible, however the measurements stated on our website and other materials including weights, dimensions and capacities are approximate only.
4. Ordering goods on approval
 - 4.1 Antique products may be ordered on approval. This gives you the opportunity to inspect a product to decide if it is suitable before accepting it for purchase.
 - 4.2 Unless otherwise agreed, if a product is ordered on approval, you will have a period of 24 hours from the time the product is delivered to the specified address by us or from the time the product is collected by you (or a third party appointed by you) to decide if you wish to accept the product for purchase.
 - 4.3 The ability to order a product on approval will be at our absolute discretion. We may require the full purchase price to be paid to us before we supply the product to you on approval.
 - 4.4 You must notify us before the end of the approval period if you do not wish to



accept a product ordered on approval. It is your responsibility to return the product to us as soon as possible and you must bear the cost of this return.

- 4.5 If a product becomes damaged during the approval period, for any reason, you will be required to purchase the product. We will not accept the return of any product that has been damaged during the approval period. If you have not already paid for the product, you will be required to pay the full purchase price that was agreed between us prior to the goods being taken on approval.

5. Returns and Cancellation

- 5.1 You can cancel or change any of your current orders for an Antique product prior to dispatch and you will obtain a full refund.
- 5.2 If the goods have already been dispatched, you can return an Antique product for any reason within 14 days. The returns period will expire after 14 days, starting on the day on which you take physical possession of the goods.
- 5.3 To exercise your right to return the goods, you must inform us, Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ, email: info@fionamcdonald.com, or telephone: +44 (0) 20 7731 3234, of your decision to return the goods by making a clear statement (e.g. a letter sent by post, an email or a telephone call). You may use the model returns form provided below, but it is not compulsory.
- 5.4 When you are contacting us to exercise your right to return the goods, you must provide us with your name (as displayed on your invoice), your invoice number and the date of purchase.
- 5.5 To meet the returns deadline it is sufficient for you to send your communication concerning your exercise of the right to return before the returns period has expired.
- 5.6 If decide to return the goods within the returns period you are cancelling your contract us. We will reimburse all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 5.7 We may make a deduction from the reimbursement for any loss in value of any goods supplied, if that loss is the result of unnecessary handling by you.



- 5.5 To meet the returns deadline it is sufficient for you to send your communication concerning your exercise of the right to return before the returns period has expired.
- 5.6 If decide to return the goods within the returns period you are cancelling your contract us. We will reimburse all payments received from you, including the costs of delivery (except for supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 5.7 We may make a deduction from the reimbursement for any loss in value of any goods supplied, if that loss is the result of unnecessary handling by you.
- 5.8 We will make the reimbursement without undue delay and not later than:
- 14 days after the day we receive back from you any goods supplied, or
 - (if earlier), 14 days after the day you provide evidence that you have returned the goods, or
 - if there were no goods supplied, 14 days after the day on which we are informed about your decision to return the goods.
- 5.9 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.
- 5.10 You shall send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your wish to return the goods. The deadline is met if you send back the goods before the period of 14 days expires.
- 5.11 You will have to bear the direct cost of returning the goods.
- 5.12 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.



Cancellation Form

5.13 You can use the following cancellation form

MODEL CANCELLATION FORM

To: Fiona McDonald of 323 Fulham Palace Road, London SW6 6TJ email: info@fionamcdonald.com telephone: +44 (0) 20 7731 3234

I/We(*) hereby give notice that I/We(*) cancel my/our(*) contract of sale of the following goods(*)/for the provision of the following service(*):

Ordered on / received on:

.....

Name of consumer(s):

.....

Address of consumer(s):

.....

Signed (you are only required to sign if returning by post):

.....

Date

.....

(*) Please delete if not applicable



6. Damaged Goods

- 6.1 Under the Consumer Rights Act 2015 any products supplied must be as described, fit for purpose and of satisfactory quality.
- 6.2 If you wish to exercise your legal rights to reject faulty products we request that you notify us within 48 hours of you taking possession of the goods. You will then need to return the product in person, arrange for the product to be delivered to us or arrange for us to collect the product. We will pay the costs of this delivery or collection.

Fiona Makes Collection

We produce and supply handmade, bespoke products designed and made in accordance with an agreed specification including furniture, seating, mirrors and lighting.

7. Placing an Order

- 7.1 You can place an order for a bespoke product by visiting us in-store, at a trade exhibition, by email or by telephone. We will work with you to agree a specification of the product that you would like us to produce and provide you with a quotation for the cost of the product.
- 7.2 Any samples, drawings, illustrations, specifications or quotations that we may produce are produced for the sole purpose of giving an approximate idea of the goods we may supply and the estimated cost. They do not form part of the contract between us and they do not constitute an offer from us.
- 7.3 Once we have agreed on a specification for the product we will send you an invoice requesting a deposit of 50% of the purchase price. This deposit is non-refundable. It is your responsibility to ensure that the terms of your order and any applicable specifications are complete and accurate.
- 7.4 Once we have received your deposit, we will confirm acceptance of your order by providing you with a written confirmation by email that your order has been accepted, at which point the contract between us is formed. The contract between us will only be formed when we provide you with this confirmation email.
- 7.5 It is your responsibility to ensure that the terms of your order and any applicable



specifications are complete and accurate.

7.6 We reserve the right to change our product's prices at any time without notice. The prices on our quotes and invoices are valid for 30 days.

8. Specification and Materials

8.1 The majority of our furniture is hand crafted, and as a consequence, all sizes are offered as a guide only.

8.2 There may be occasions when we need to make minor alterations to the design or specification of a product. We cannot accept these minor changes as faults. If the product is for a specific purpose please be sure to let us know before ordering to ensure we do not make any specific changes that could affect its material usage.

8.4 To the extent that we are producing a product that is a recreation of a drawing or image provided by you, we will endeavor to be as accurate as possible when producing the product, however we cannot guarantee that we will produce an exact reproduction.

8.5 Bespoke products produced by us are created and finished by hand. We can provide you with wood finish samples on request, but please be aware that these are offered as a guide only. Two pieces of wood are never the same and may vary considerably in character, gloss and tone. While we will endeavor to provide you with as close a match as possible, we cannot guarantee an exact match.

8.6 We suggest that if you are ordering two or more products that are intended for the same room, you order them together. This will give you the best chance of obtaining two products that are most closely matched in colour and finish.

8.7 Information relating to fabric quantities is set out on our website and is available on request. The quantities supplied are for a standard 137 cm wide fabric and are subject to a small fabric repeat. It will be your responsibility, or the responsibility of your supplier, to ensure that you supply the correct fabric and that the fabric is fit for purpose. You must also ensure that the fabric is supplied to us at the requested time, and you must pay the cost of delivering the fabric to us. We will not accept any liability for any flaw, imperfection or defect in a finished product that has been caused as a result of us using defective materials supplied by you.

8.8 Certain materials that we use or that you supply to us are susceptible to damage



these materials when they are used to form part of your product.

- 8.9 All upholstery is done by hand using traditional techniques. If your bespoke product has a fabric element and you have a specific requirement regarding the division or junction of that fabric or if your product has buttoning detail and you have specific requirements about the layout of the buttons, it is important that you notify us of this during the ordering process. We will produce a detailed fabric scheme or technical drawing in line with your requirements, although please note you may be charged an additional cost for this. If you do not notify us of your specific requirements, all upholstery will be made at our discretion.

9. Lead Times

- 9.1 When you place an order for a bespoke product we will provide you with an approximate time-frame for when the goods will be available for delivery or collection. Once the goods are ready we will contact you to notify you that they are ready to be delivered and request payment of the balance of the purchase price (if we have not yet received this). Once we have received payment for the products in full, we will provide you with an approximate time-frame for delivery, or arrange for the product to be collected by you.
- 9.2 If our supply of a bespoke product is delayed by an event outside our control then we will notify you as soon as possible and we will take steps to minimise the effect of the delay. Provided we keep you informed of any likely delays, we will not be liable for any costs incurred by you as a result of these delays.

10. Your Right to Make Changes

If you wish to change your order for a bespoke product, please contact us to discuss. If we are able to accommodate your request, we will inform you of any increase cost to your order, any change to the lead time or any other relevant information. If we cannot accommodate your request or the consequences of us making the change are unacceptable to you, you may wish to end the contract.

If you decide to end the contract you will not be entitled to receive a refund of your deposit. If you have paid more than your deposit, we may also deduct such sums from the price you have paid as reasonable compensation for the net costs we have incurred, as a result of performing our obligations under the contract.



11. Our Warranty

11.1 We warrant that for a period of six months from the date of delivery of a bespoke product from the Fiona Makes Collection, that product will:

- be free from material defects in design, material and workmanship;
- be of satisfactory quality; and
- be fit for any purpose held out by us.

11.2 Provided that:

- you give us notice in writing within a reasonable time of discovery that some or all of the products do not comply with the warranty set out above;
- we are given a reasonable opportunity to examine the products; and
- you return such products (upon our request) to our place of business at your cost or you arrange for us to collect such products at your cost,

we will either repair the defective products, or refund the price of the defective products in full. The decision to either repair the product or refund the price in full will be at our discretion.

11.3 We will not be liable for the product's failure to comply with the warranty in any of the following events:

- you continue to use the product after giving us notice that the product does not comply with the warranty
- the defect arose because you failed to follow our oral or written instructions as to the use and maintenance of the products or (if there are none) good trade practice regarding the same;
- the defect arose as a result of us following any drawing, design or specification supplied by the you;
- you alter or repair the product without our written consent; or
- the defect arose as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions.



- 11.4 Except as provided in this warranty, we shall have no further liability to you in respect of a product's failure to comply with the warranty set out above.
- 11.5 For the avoidance of doubt, the warranty set out above does not apply to any Antique product or any ex-display product from the Fiona Makes Collection.

General Terms

12. Wood Movement

The products supplied by us are made using a range of different types of wood and other materials. Products made from wood will often change in size throughout the year as a result of changes in temperature. This is normal and is caused by the moisture levels contained in the wood. It is your responsibility to ensure the products are stored in the correct conditions. We will not be liable for any changes in the size of our products due to wood movement and this is not covered by our warranty.

13. Payment and Prices

- 13.1 Payment for goods can be made over the phone by credit or debit card or by bank transfer (BACS). We will also accept payment by cheque, however please note we are unable to dispatch any products until your cheque has cleared. Please make your cheque payable to 'Fiona McDonald'.
- 13.2 All payments must be made to us in pounds sterling. If you are paying in a foreign currency, it is your responsibility to ensure that you have applied the correct conversion rate to meet the full purchase price in pounds sterling and that you have covered the cost of any associated bank or foreign currency exchange costs. We will not be responsible for any increase in the price as a result of a fluctuation in currency exchange rates. Ownership of the products will not pass to you until we have received payment of the full purchase price.

14. Risk and Ownership

- 14.1 Ownership of the products will pass to you when we receive full payment of all sums due in respect of the products, including delivery charges.



14.2 A product will become your responsibility from the time we deliver the product to the address you gave us or you (or a third party selected by you) collects it from us.

15. VAT

15.1 We charge VAT on our Antique products in accordance with the VAT Margin Scheme. The price of an Antique product (which includes VAT) will be the price indicated on our invoice. We take all reasonable care to ensure that the price of the product advised to you is correct.

15.2 VAT will be charged on all products from the Fiona Makes Collection at the applicable rate at the time you place your order.

15.3 If you are based within the European Union you will not be required to pay VAT on any order provided you can produce a valid VAT number and a proof of export to an address within the European Union (if we are not arranging for the products to be delivered for you) within 3 months of the date of purchase.

15.4 If you are based outside of the European Union and you are exempt from paying VAT, you must provide us with your shipping documentation as evidence that the products have been delivered to the relevant destination, within 3 months of the date of purchase. If you fail to provide us with this documentation, you will be liable to pay the applicable amount of VAT on your order.

16. Access Checks

16.1 Before placing your order for any product, it is your responsibility to check and determine your ability to receive the product from us. This includes ensuring the products ordered will pass freely into your room of choice, will fit in the room, can be transported through the door, stairs and hallways and that there are no other issues that could make delivery more complicated.

16.2 Depending on your location, we are available to visit you on-site to conduct an access check to ensure that your chosen products will pass freely into the building and room of choice. We are also available to offer advice on the suitability of the style and materials of our products. Please note there will be an additional charge for any on-site visit that we conduct.



17. Delivery

- 17.1 If you are a retail customer based within central London, the cost of delivery of a product is included within the retail price that we have agreed for that product.
- 17.2 The cost of delivery of a product to a retail customer based outside of central London will vary depending on the location and the method of delivery that is required. We will inform you of the cost of delivery before we accept your order.
- 17.3 Any price that we agree with a trade client will not include the cost of delivery. The cost of delivery to a trade client will vary depending on location and the method of delivery that is required. We will inform you of the cost of delivery before we accept your order.
- 17.4 We will provide you with an approximate delivery time when you place your order and we or our delivery partners will contact you again when we are able to specify a date. Whilst we will use reasonable endeavours to deliver the products on the agreed date we will not be liable for any failure to deliver on the stated date or at the stated time.
- 17.5 Our delivery requires a proof of signature and cannot be left for you without this. If you are not in at the specified delivery time, our delivery partner will leave a note informing you of how to rearrange delivery and what (if any) the additional cost of delivery will be.
- 17.6 On delivery, or on collection by you (or a third party appointed by you), we request that you (or your representative) inspects and signs for your order. Your signature is a confirmation that you have inspected your order and that all requested products due for delivery (or collection) as part of that order are present and are in good condition. If you have appointed a third party to inspect the goods on your behalf, we are not liable for any defects that you may subsequently find that would have been found on a reasonable first inspection.
- 17.7 If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract with you.



17.8 If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 10.00 to 17.30 Monday to Saturday (excluding bank holidays).

18. Our right to end the contract

18.1 We may end the contract to supply a product at any time by writing to you if:

18.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

18.1.2 you do not, within a reasonable time of us asking for it, provide us with information or materials that are necessary for us to produce or provide the products, for example, specific details relating to dimensions, colour or materials; or

18.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

18.2 If we end the contract to supply an Antique product or a product from the Fiona Makes Collection we will refund any money you have paid in advance for the products we have not provided but we may deduct or charge you reasonable compensation for the any costs we have or will incur as a result of your breaking the contract.

18.3 If we end the contract to supply a bespoke product from the Fiona Makes Collection due to one of the circumstances specified above, you will not be entitled to receive a refund of your deposit. If you have paid more than your deposit, we may also deduct such sums from the price you have paid as reasonable compensation for the net costs we have incurred, as a result of performing our obligations under the contract.

19. Our Liability

19.1 Where products are sold under a consumer transaction your rights which you are entitled to as a matter of law under the Consumer Rights Act or other legislation are not affected by any of these Terms.



- 19.2 Any claim by you which is based on any defect in the quality of the products supplied or their failure to correspond with specification must be notified to us as soon as possible from the date of delivery. If you do not notify us accordingly, you will not be entitled to reject the products and we shall have no liability for such defect or failure.
- 19.3 Where any valid claim in respect of any of the products supplied which is based on any defect in the quality or condition or their failure to meet its specification is notified to us in accordance with these Terms, we shall repair or restore the products free of charge or refund to you the price of the product, but we shall have no further liability to you.
- 19.4 We shall not be liable to you by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of these terms or this Agreement, for any consequential loss or damage (whether for lost profit, lost opportunity or lost reputation or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by our negligence, our employees or agents or otherwise) which arise out of or in connection with the supply of products or their use or resale by you, except as expressly provided in these conditions.
- 19.5 Our entire liability under or in connection with these Terms shall not exceed the price of the products supplied, subject to clause 19.6.
- 19.6 Nothing in this paragraph or any other of these Terms will exclude or limit our liability in respect of death or personal injury caused by our negligence.

20. General terms

- 20.1 These Terms and this Agreement will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.
- 20.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase products.



- 20.3 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.
- 20.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 20.5 We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control.
- 20.6 If you have any queries or wish to make any complaints about us or our products please contact info@fionamcdonald.com or write to us at Fiona McDonald, 323 Fulham Palace Road, London SW6 6TJ.