



Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions.
- 1.4 Customers should ensure that they understand and accept these Terms of Sale before placing an order. If there are any questions, customers are invited to contact us for clarification first.
- 1.5 These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what COPI Studio and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

2. Copyright notice

- 2.1 Copyright (c) 2018 COPI Studio Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
 - (a) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

3. Acceptable use

- 3.1 You must not:
 - (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;



Terms and conditions of use

- 3.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 3.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true.

4. Payment

- 4.1 Payment is due as outlined in the Staging contract.
- 4.2 Orders will not be scheduled for delivery until the required payment has been received or unless otherwise agreed between the Parties. For orders paid by card, we reserve the right to request to check the card, receive proof of identification and to obtain a signature to confirm payment is due before carrying out the delivery.
- 4.3 Where another payment method is used, we reserve the right to wait until payment has cleared before delivery is made.
- 4.4 Order confirmations can be sent on request before delivery. This will normally be by e-mail to the billing contact.
- 4.5 Invoices will be sent to the nominated billing contact on completion of the delivery. Unless requested otherwise, this will be by e-mail. All invoices are payable within the agreed payment terms from the date of the invoice. This invoice date and the due date are shown on the invoice. All items remain the property of COPI STUDIO
- 4.6 Where payment is not received within the terms of the contract, the Company will be entitled to pursue any legal rights to recover the sums due. The costs of any such legal remedy and any enforcement will be added to the debt. Where the furniture is recovered, all costs of recovery will be added to the debt.
- 4.7 The Company reserves the right to assign any debt.

5. Delivery

- 5.1 The delivery period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order. We will always endeavour to notify you if certain items are out of stock and offer you alternatives.
- 5.2 There must be road access available to the property for commercial vehicles. Parking must be available within a distance that is reasonable in relation to manually carrying all the items that are to be delivered and removed. There must be a representative available to open the property to grant access according to the agreed time of delivery.
- 5.3 The property must be in suitable condition to allow delivery of the items ordered. The property must be free from any relevant health and safety



Terms and conditions of use

hazards. Any flooring, carpeting, electrical, plumbing or other such work in the areas where items are to be delivered must be completed. Any building or refurbishment work that may affect the delivery must be completed throughout the delivery route (e.g. all paint must be dry).

- 5.4 There must be space within the property sufficient to deliver and install the items. All staircases and lifts to be used for access to the property must be accessible and available throughout the scheduled delivery time.
- 5.5 The Company will use our best endeavours to complete any delivery or removal as far as is reasonably practicable. We reserve the right to refuse to carry out any delivery that we deem to be unreasonable. In such cases, we will attempt to contact the customer to arrange an alternative delivery solution.
- 5.6 Should any of the criteria listed above prevent COPI Studio from completing the delivery using reasonable means, the customer is liable to pay a charge towards the costs of the failed delivery. See under Failed Deliveries below for further details.
- 5.7 If the delivery team believes that delivery of an item to the Customer's room of choice may cause damage to the Customer's item or property or infringe Health & Safety regulations, we will inform the Customer. In such circumstances, COPI Group will not be liable for any damage to the item or the Customer's property as a result of attempting installation on the Customer's instructions. We reserve the right to decline to carry out the delivery.

6. Warranty

- 6.1 Despite all our efforts, there will inevitably be occasions where an item is faulty or damaged in some way. Where this is found at the time of delivery, we will arrange to deliver another at the next opportunity (in accordance with the relevant lead time and subject to stock availability).
- 6.2 COPI Studio does not guarantee the installed furniture is fit for residential use or wear and tear and takes no liability for the use of this furniture or accessory items.
- 6.3 Where an item becomes faulty after day of delivery, this shall be the responsibility of the client and is not under a warranty. We can replace an item at request (in accordance with the relevant lead time and subject to stock availability) at the cost of the Client (which will include transport and installation cost).

7. Liability

- 7.1 We do not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services.



Terms and conditions of use

- 7.2 If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. We shall be under no obligation to fulfil an order for a product that was advertised by us at an incorrect price. We shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. If you cancel and have already paid for the goods in the circumstances described in this clause, we shall refund the full amount within 30 days of the date of order.
- 7.3 In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of a different quantity to that stated on your order form, we shall make good any shortage or non-delivery, replace or repair any damaged or defective goods, or refund to you the amount you paid for the goods in question provided that you notify us of the problem in writing at the address stated in the confirmation e-mail within 10 working days of delivery of the goods plus return the goods to us, if we request you to. This does not affect your statutory rights.
- 7.4 We cannot be held responsible or liable for any colour discrepancies between the image as quoted to you in presentations, quotes and on the website and the actual product. We do not accept liability for any indirect loss, consequential loss, loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of any products or services purchased from us.
- 7.5 We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control.
- 7.6 To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.
- 7.8 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:
- Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
 - Any loss of goodwill or reputation; or
 - Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions
- Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

8. Assignment



Terms and conditions of use

- 8.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 8.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

9. Severability

- 9.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 9.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

10. Third party rights

- 10.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 10.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

11. Law and jurisdiction

- 11.1 The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

12. Our details

- 12.1 This website is owned and operated by *COPI Studio Ltd*.
- 12.2 Our VAT number is 291 8632 74
- 12.5 You can contact us:
- (a) by post, to 17 Queen Street, London, W1J 5PH, England
 - (b) by telephone, on +44 7502 189012
 - (c) by email, using adminuk@copi.dk