

## OUR TERMS

1. **These Terms**

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms [or require any changes], please contact us to discuss.

2. **INFORMATION ABOUT US AND HOW TO CONTACT US**

- 2.1. **Who we are.** We are Curiousa Ltd (trading as Curiousa & Curiousa) a company registered in England and Wales. Our company registration number is 8046032 and our registered office is at Haarlem Mill, Studio 2, Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG. Our registered VAT number is GB117780603.
- 2.2. **How to contact us.** You can contact us by telephoning our Derbyshire Workshop and Showroom on +44 (0) 1629 826284 or by writing to us at studio@curiousa.co.uk and Haarlem Mill, Studio 2, Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **OUR CONTRACT WITH YOU**

- 3.1. **How we will accept your order.** Our acceptance of your order will take place when we write to you with an invoice to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the product or the offer you have made is unreasonable or because we are unable to meet a delivery deadline you have specified.

4. **OUR PRODUCTS**

- 4.1. **Products may vary slightly from their pictures.** The images of the products 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 or the printed pictures in our brochure accurately reflects the colour of the products, as each product is handblown and as a result may vary in colour as part of the process, and have their own individual swirls, bubbles and other small characteristics that are formed as part of the blowing process. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handblown, all sizes, weights, capacities, dimensions and measurements indicated may vary slightly, but we will use reasonable endeavours to ensure any differences are as minimal as possible
- 4.2. **Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct, you must ensure that our estimate, invoice, and/or drawings are correct and confirm your approval in writing prior to us commencing work on the products. Please contact us if you have any questions regarding measurements.

5. **YOUR RIGHTS TO MAKE CHANGES**

- 5.1. If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing

for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8, Your rights to end the contract).

6. **OUR RIGHTS TO MAKE CHANGES**

- 6.1. **Minor changes to the product.** We may change the product:
- to reflect changes in relevant laws and regulatory requirements for example, so that our products continue to comply with CE standards or other safety standards; and
  - to implement minor technical adjustments and improvements, for example to improve the safety or aesthetics of the products. These changes will not affect your use of the product.
- 6.2. More significant changes to the product and these terms. In addition, as we informed you in the description of the product, we may make changes to the product, but as each product is bespoke, it is important to us that you are involved in the process and if there are any significant changes to the product, we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.
7. **PROVIDING THE PRODUCTS**
- 7.1. **Delivery costs.** The costs of delivery will be as told to you during the order process.
- 7.2. **When we will provide the products (standard orders).** During the order process, we will let you know when we will provide the products to you. As the products are bespoke we will contact you to agree a delivery date, which will be within 56 days (8 weeks) after the day on which we receive the deposit from you unless you have not provided us with all the details we require to provide you with an invoice and commence work on the product, in which case the 56 days will run from the date you provide us with all relevant information.
- 7.3. **When we will provide the products (larger orders)** For larger orders (orders of over 15 pendants (including where all pendants comprise of one chandelier) or where an unusual bespoke special finish is required) the delivery date will be agreed at the time of ordering and may not be within 56 days (8 weeks) after the day on which we receive the deposit from you.
- 7.4. **We are not responsible for delays outside our control.** If our delivery of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received. Please note, any bespoke chandelier orders over the value of £5,000 (excluding VAT and discount) will require a sign-off by hand or post (not email) before we wire the product up. We will not be liable for any delay caused by this requirement.
- 7.5. **Collection by you.** If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of 9am - 5pm on weekdays Monday - Friday.
- 7.6. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.7. **If you do not re-arrange delivery.** 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 and Clause 9.2 will apply.
- 7.8. **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us.
- 7.9. **When you own the products.** You own the products once we have received payment in full.

- 7.10. **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, product type, type of light, design (if bespoke), colours, metal finish, bulbs, flex, lengths of drop, number of products, and delivery address. If so, this will have been stated in the description of the products. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see Clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.11. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- deal with technical problems or make minor technical changes;
  - update the product to reflect changes in relevant laws and regulatory requirements;
  - make changes to the product as requested by you or notified by us to you (see Clause 6).
- 7.12. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.13. **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see Clause 12.4) and you still do not make payment within seven days of us reminding you that payment is due, we will suspend supply of the products until you have paid us the outstanding amounts and the funds clear in our accounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see Clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 12.5).
8. **YOUR RIGHTS TO END THE CONTRACT (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11.2.
  - If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
  - If you have just changed your mind about the product, see clauses 8.3-8.5. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
  - In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6
- 8.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:
- we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
  - we have told you about an error in the description of the product you have ordered and you do not wish to proceed;
  - there is a risk that supply of the products may be significantly delayed because of events outside our control;
  - we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 12 weeks; or
- you have a legal right to end the contract because of something we have done wrong.
- 8.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online or off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- Off-premises contract under which the payment to be made is less than £42 (regulation 27(3), Consumer Contract Regulations).
  - Contract for supply of goods that are made to the consumer's specifications or are clearly personalised regulation 28(1)(b), Consumer Contract Regulations).
  - Any products which become mixed inseparably with other items after their delivery.
- 8.5. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered. As you have bought goods you have 14 days after the day you (or someone you nominate) receives the goods, unless:
- 8.6. **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- 8.7. **Your goods are for regular delivery over a set period (for example in cases of larger orders which may be split into several batches).** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.
- 8.8. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.4), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods completed when the product is delivered, and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) if we have commenced production any costs incurred or if we have not commenced production the deposit or 50% of the quoted price whichever is the greater as compensation for the net costs we will incur as a result of your ending the contract.
9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**
- 9.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- Phone or email. Call our Derbyshire Workshop on +44 (0) 1629 826284 or email us at [studio@curiousa.co.uk](mailto:studio@curiousa.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
  - By post. Print off or fill in the form (see Page 5) and post it to us at the address on the form. Or simply write to us at that address, Haarlem Mill, Studio 2 Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG, including details of what you bought, when you ordered or received it and your name and address.
- 9.2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Haarlem Mill, Studio 2 Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG or (if they are not suitable for posting) allow us to collect them from you. Please call our Derbyshire Workshop on +44 (0) 1629 826284 or email us at [studio@curiousa.co.uk](mailto:studio@curiousa.co.uk) for a return label or so we can arrange collection. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.3. **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- (c) if you are exercising your right to change your mind in respect of goods which were delivered to your home when the contract was entered into and the goods are not suitable for posting].

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return and insurance.

- 9.4. **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection and insurance
- 9.5. **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.6. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.7. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
  - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.
10. **OUR RIGHTS TO END THE CONTRACT**
- 10.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- (a) you do not make any payment to us when it is due (we require full payment to be cleared in our account 7 days prior to the planned delivery date) and you still do not make payment within 3 months of us reminding you that payment is due;
  - (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the delivery address;
  - (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
  - (d) you reject the delivery, or no one is available to receive the delivery.
- 10.1.1. **You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 9.1 we will refund any money you have paid in advance for products we have not provided but we will deduct or charge you the deposit or 50% of the quoted price whichever is the greater as compensation for the net costs we will incur as a result of your breaking the contract.
- 10.1.2. **We may withdraw the product.** We may write to you to let you know that

we are going to stop providing the product. Where we are unable to provide the product, for example due to illness or an inability to obtain a certain finish in the timescale proposed, we will let you know as soon as possible and attempt to come to an agreement (eg, provide a replacement product or agree a later delivery date) and will refund you any sums you have paid in advance for products which will not be provided.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

- 11.1. **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our Derbyshire Workshop and Showroom on +44 (0)1629 826284 or write to us at studio@curiousa.co.uk and Haarlem Mill, Studio 2, Ground Floor, Derby Road, Wirksworth, Derbyshire, DE4 4BG.
- 11.2. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 11.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection.

## 12. PRICE AND PAYMENT

- 12.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in our confirmation of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see Clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.
- 12.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.
- 12.4. **When you must pay and how you must pay.** We accept payment with most credit and debit cards, but do not currently accept American Express cards. You must pay for the products (including delivery) before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 12.5. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.6. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
13. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**
- 13.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but, except as set out in Clause 12.2 we are not responsible for any loss or damage that is not foreseeable. Loss

or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, including the right to receive goods which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; and for defective products under the Consumer Protection Act 1987

13.3. **We are not liable for business losses.** Under this contract we only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1. **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

14.2. We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

14.3. We will only give your personal information to other third parties where the law either requires or allows us to do so.

#### 15. OTHER IMPORTANT TERMS

15.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract for supply of the product within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if for example, the proposed person would be unable to pay any outstanding balance or provide us with the necessary details for us to provide them with the product. However, you do not need our agreement to transfer the benefit of our guarantee. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing us with an email from the previous owner confirming this.

15.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

15.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

15.7. **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider

## CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To

Curiousa Ltd  
Haarlem Mill,  
Studio 2, Ground Floor  
Derby Road  
Wirksworth  
DERBYSHIRE  
DE4 4BG

Email: [studio@curiousa.co.uk](mailto:studio@curiousa.co.uk)

I / We\* [ ] hereby give notice that I / We\* [ ] cancel my / our\*  
[ ] contract of sale of the following goods:

Ordered on [ ] / received on [ ],

Name \_\_\_\_\_

Address \_\_\_\_\_

Signature of consumer(s) (only if this form is notified on paper) \_\_\_\_\_

Date \_\_\_\_\_

\* Delete as appropriate