
Besp-Oak Terms and Conditions

INTERPRETATIONS:

"The Supplier" means Mosley Trading Co Ltd, T/A Besp-Oak Furniture

"The Customer" means the person, partnership, firm or company which places the order request with the Supplier.

"The Stock" means the article, things or items described in the order.

"The Order" means the order request placed by the customer for the supply of goods.

"Besp-Oak Furniture", "Besp-Oak" "we", "our" or "us" means Besp-Oak Furniture or Besp-Oak.

Besp-Oak Furniture reserves the right to change these terms and conditions at any time without notice to you and the changes will take place on the day they are posted. Any such changes will be posted on our website as an updated version of this document.

TRADE ACCOUNTS

Besp-Oak Furniture is a trade only supplier and requires proof of trading before supplying any potential customer. The Customer must provide documentary proof (i.e. Utility Invoice, Letterhead etc.), as well as a fully completed trade application which can be found on our website www.besp-oak.com.

The Supplier reserves the right to reject any application they feel is not made by a 'bona fide' member of the trade or customers who we believe will diminish the products and/or value of the Besp-Oak brand.

The Supplier reserves the right to cancel trade accounts without notice.

The Supplier reserves the right to change prices without notice.

Prospective customers must declare the full trading name or trading name(s) through which they may potentially trade with us.

When opening a trade account you will automatically be signing up to our e-marketing database and its communications. To opt out of such communications, please notify us by email to sales@besp-oakfurniture.co.uk.

Besp-Oak restricts the number of online only customers retailing its products. New applications from customers without retail premises or existing customers, may be refused a trade account.

We aim but cannot guarantee to respond to trade applications within 3-5 working days.

Should we approve a customers trade application, an email will be sent detailing an account reference plus any special trading terms or considerations for that customer. Any special trading terms or considerations given in the account opening email form your contract with us and any dispute must be raised with us immediately by return email.

You must quote your account number on all correspondence with us.

PROTECTION OF CUSTOMERS

We endeavour to protect the area for collections taken by active store based container customers within a ten mile radius. We do not protect the area of wholesale customers and all stock deemed to be an accessory is not protected by this rule.

Should issues arise with active container customers and the collections taken in a particular geographical area, Besp-Oak reserves the right to withdraw a collection from sale at any point without notice.

PRODUCT DESIGN

We may occasionally alter or slightly change the design of items. We cannot accept these changes as faults. Most of our furniture is handcrafted and therefore sizes are only offered as a guide. We reserve the right to change specification without prior notice.

PAYMENTS & PRICING

We do not take payments online as it is necessary for us to check and assign your order prior to its acceptance.

Payments can be made to us by cash, card, BACS or cheque. We do not accept American Express.

Cheque & BACS payments are only permissible if funds are cleared by the scheduled payment due date.

At management discretion, a service charge of 1.5% +vat may be charged for credit cards transactions over £30,000.

If a payment you have made is not successful or cannot be authorised, an alternative payment method will be required.

If an error on pricing is noted, we will inform you of the corrected price and give you the opportunity to cancel the order.

It is the company's policy to comply with the Code of Practice for traders on price indications issued by the D.T.I. Consumer and Competition Policy Directorate.

WHOLESALE PAYMENTS

Prior to despatch, we will send to you by email a 'Payment Request' which details the outstanding balance for that order. Payment Requests do not take into account any credits which are assigned to you. You must then make contact with us to make payment or instruct us as to how and when payment will be made.

We only operate on cleared funds therefore full payment must be made on or before the scheduled collection or delivery date.

We reserve the right to cancel collections or deliveries if the required funds are not present in adequate time.

CONTAINER PAYMENTS

We only operate on cleared funds therefore full payment must be made 7 days before a container is scheduled to dock (taking into account any deposits already paid). Until payment is made all goods remain the property of the Supplier.

We reserve the right to cancel deliveries if the required funds are not present in adequate time.

PURCHASE OF WHOLESALE STOCK

When placing an order with us by phone, fax, email or through the website please note that you are making a stock 'request' and we cannot guarantee that the stock requested can be allocated to you until we determine the availability of stock which will enable us justify that the stock is free to be assigned to your customer account.

Stock levels may vary and we accept no liability for any losses related to Besp-Oak being unable to fulfil your stock requirement.

All purchase orders submitted by fax must be sent to us on letter headed paper, stating the full product code and required quantity along with the relevant contact details for the person submitting the order.

All orders will be acknowledged by email.

Stock is allocated on a first come, first serve basis.

When you place orders for items that are in stock, the stock will be allocated to your account and held for a maximum period of 14 days. We allow 14 days for collection or delivery of available stock to take place. If 14 days have passed without any action by the customer being taken to make the necessary arrangements, your stock reservation period will expire and your stock will be released for general sale.

Orders placed for items that are out of stock will be kept on back order and ordered in for you when a stock order is raised for that factory. Once we have ordered your product(s), an ETA date will be applied in your order summary.

By placing an order with us, you are acknowledging that we may alter the designs or sizes of our products at any time. We cannot accept these changes as faults however we do accept that this may make the goods unfit for purpose or no longer required. Customers can return the item with all original carriage charges and costs being at the Customers expense. If the item is for a specific purpose please be sure to email ahead before ordering to check that there are no specific changes being made to the product to be ordered that could affect its desired usage.

The majority of Besp-Oak's stock is hand crafted and as a result it is inevitable that the sizes we provide are offered as a guide only. We reserve the right to change specifications without prior notice. It is virtually impossible to accurately portray the true colour of natural or painted wood products or upholstery fabric and leather in a picture displayed on a VDU screen. This is due to differing screen resolutions and natural variations. With regards to our wood furniture, we endeavor to give the best portrayal of colour, but we cannot accept colour or shade differences as faults.

CANCELLATION OF WHOLESALE STOCK

Should a customer wish to cancel any wholesale stock allocated to their account, we require that an email be sent to the wholesale team natasha.tipton@besp-oakfurniture.co.uk as soon as possible so that we can release the stock for general sale.

Orders can only be cancelled prior to despatch.

Once stock has been despatched, should cancellations be made the Customer will incur the full delivery and return costs.

We do not sell stock on a sale or return basis, products can only be returned to us by prior agreement if they are damaged, faulty or if they have been delivered in error.

WHOLESALE COLLECTIONS

Collections must be booked in with a member of the sales team at least one working day in advance.

Collections can only be made if they have been authorised by the Wholesale team. If a courier is to collect on a customer's behalf, we require the courier's contact name and telephone number along with a scheduled arrival time. Unscheduled collections may be turned away at the warehouse manager's discretion.

The warehouse is open Monday to Friday only during the hours of 7am-3pm. The warehouse is closed at weekends and on bank holidays.

Unless otherwise agreed collections should be made from:

Besp-Oak Warehouse
Units 2 & 3
Carlton Road
Coventry
CV6 7FL.

Any collection cancellations should be communicated directly with a member of the wholesale team as soon as possible.

Only company representatives may collect goods from our warehouse, admittance to members of the public is strictly forbidden.

We reserve the right to refuse stock collections if the required payment(s) have not been received.

WHOLESALE DELIVERIES

We only deliver full van Luton sized van loads of stock which contain a minimum of 7cube and a maximum of 9cube.

We only deliver within England and Wales.

Deliveries must be booked in with a member of the wholesale team at least two working days in advance.

Delivery will be to your given delivery address, unless otherwise stated.

Our staff are not responsible for unboxing or assembling products and they cannot take packaging away.

Our delivery team sustain contact with head office, therefore the Supplier can give the Customer ETA information whilst the vehicle is on route but kindly note that delivery times can always change and do not take into account influences out of our control including (but not limited to) adverse weather conditions, mechanical failures or traffic build up at peak hours.

The Supplier will not deliver to the Customer at a private/residential address unless under exceptional circumstances.

The Supplier shall have the right to cancel or to reduce the volume of goods delivered if they are prevented from or hindered in delivery of the goods through any circumstances beyond their control

including (but not limited to) stock errors, fire, adverse weather conditions, flooding, vehicle malfunction or fleet maintenance issues without incurring any liability for loss or damage.

The Supplier will deliver to any designated shipper within mainland UK. The delivery/freight costs after UK delivery are the responsibility of the Customer.

All transport costs, fees, taxes and duties are included in the goods individual Net prices which are paid by the customer, unless otherwise stated.

PURCHASING CONTAINERS

We require that all container orders are placed through the website or alternatively submitted by email if access to the website is not possible.

On receipt of an order, a confirmation form will be issued detailing the contents of the order and requesting a 10% deposit. Your order will not be placed with the factory until any outstanding deposits have been received.

On receiving the 10% deposit, your order will be placed with the factory and any quoted delivery dates will begin from the day your deposit was received.

Container deposits are non-refundable.

We regret that we are unable to make any amendments to container orders once the deposit has been processed.

A maximum of 26 different product lines can be ordered on any one container, unless otherwise stated.

On container ordering a +/- 10% rule applies. To enable the container to be filled to capacity, at the time of loading items can be removed or added up to 10% of the order total. Items will be added or removed proportionately across the order.

CONTAINER DELIVERIES

Once payment has been received our elected shipping agent will contact you to book your container delivery in at a suitable time and date for both parties. You must take delivery within 7 days of your container arriving into the port. If you are unable to take delivery within this time, demurrage will be incurred. This will be charged at the cost quoted by the shipping line (anything up to £70 per day at time of print).

Delivery will be to your given delivery address, unless otherwise stated.

Customers who take in containers at their premises must have good road access which facilitates the manoeuvre of a 45FT articulated vehicle to within close proximity of the goods in entry point.

The drivers are unaccompanied and will require full assistance with unloading.

On delivery of a container the customer will require bolt croppers to break the container seal.

An allocation of 3 hours for a 40ft container and 2 hours for a 20ft container is given for a container to be unloaded. If this is exceeded a charge for vehicle detention is made by the shipping line (approx. £40 per extra hour at time of print). We only deliver goods to the customers door or goods in location.

We cannot move items inside properties which are not wholly owned by Besp-Oak and we are not liable for any damages incurred by our staff carrying stock on customers premises.

Our staff are not responsible for unboxing or assembling products and they cannot take packaging away.

Delivery drivers must not leave their vehicle unattended at any time.

All containers transport costs, fees, taxes and duties are included in the goods individual Net prices which are paid by the customer, unless otherwise stated.

RETURNS & DAMAGES

We require notice within 5 working days of a wholesale delivery/collection should you discover that any items of furniture are damaged.

In the event that items of furniture on a container are damaged, we require notice within 60 days of the delivery date.

In order to resolve any damage claim, we require that all customers submit a returns form via the customer portal on the website and digital photographic evidence should be included.

We may send out a Besp-Oak representative to further assess damages if we feel it is necessary.

We resolve damage claims by offering an exchange, part credit or full credit. We do not offer cash refunds.

Any damaged goods returned without appropriate paperwork and/or by prior agreement will be refused.

The Supplier is unable to accept returns for items that have not been delivered by Besp-Oak. The Supplier will not be held responsible for any damages incurred via any third party carrier/couriers.

All delivery notes must be clearly signed and name printed by the Customer and the driver delivering the order. In the event that the quantity of goods delivered falls short or exceeds the quantity specified on the delivery note, the actual quantity unloaded shall be recorded on the delivery note and countersigned by the Customer and the driver delivering the goods, who shall also record the quantity delivered on both copies.

Besp-Oak can and will refuse to uplift any items that are not packaged suitably for return transit.

If we arrange to uplift items from a customer and they are not available, the uplift request will be cancelled and no credit will be issued.

All stock returned to Besp-Oak is subject to a full inspection by a senior member of staff before any credit is created. Besp-Oak have the final say on whether an item is defective or not. The value of the credit issued to the Customer is at the Suppliers discretion and each case will be considered on its own merit.

When the decision to refund credit to you has been made, we will issue you with a credit note which will be applied to your account.

SPARE PARTS

We can provide customers with spare parts should they be required. To make sure the correct spare part or parts are sent to the Customer, we ask that all spares requests are sent by email and include a product code and photograph if possible.

We regret that some spare parts will not be held in stock and we may have to request that the necessary part be sent by air or by sea and the lead time can be up to 14 weeks.

WOODEN FURNITURE CARE

All oak, pine and hardwood furniture will inevitably have natural marks, grain patterns, medullary waves, knots and blemishes that make each product unique. These characteristics help to enhance the furniture's beauty and charm. All customers must show a duty of care when purchasing wooden furniture as some maintenance will be required and there are considerations for its use.

Please refer to the FAQ's on our website where you can download the PDF document 'Care Advice for your Furniture' which provides clear instructions on how to care for your furniture.

WARRANTY

We offer a 1 year warranty to customers who buy Besp-Oak products through an authorised supplier. We warrant our products to be free of defects in materials and workmanship that result in failure during normal usage.

The 1 year warranty does not apply to furniture intentionally misused or to damage resulting from negligence, exposure, rental or commercial use, improper cleaning, unreasonable use or failure due to additional chemical treatment, or when heavy soiling or abuse is evident.

The 1 year warranty is not transferable.

SHOWROOM VISITS & CUSTOMER SECURITY

The Besp-Oak showroom is open to trade only Monday-Friday, from 9am – 5:30pm.

Children under the age of 16 will not be permitted entry.

When booking a showroom visit, a full name and job title must be given for each customer representative.

Should a customer wish to collect on the same day as a showroom visit, a 9am appointment must be made so that the relevant paperwork and arrangements can be made for the collection to take place before our warehouse closes at 3.00pm.

Customers using the Besp-Oak car park are advised that they park at their own risk. Besp-Oak accepts no responsibility for any loss or damage to vehicles.

Under no circumstances will we accept liability for the loss or damage of any personal possessions which are left unattended whilst on Besp-Oak property.

Customers may connect to our Wi-Fi at their own risk and are advised that they should use up to date virus and firewall protection at all times. We accept no responsibility for the loss, damage or corruption of data whilst on Besp-Oak premises.

INTERNET SELLING POLICY

Besp-Oak can supply customers with product images and lifestyle images where available to be used in all forms of marketing. At any point these images can be withdrawn and must be removed from all locations by request with immediate effect.

Images remain the property of Besp-Oak at all times.

Customers selling Besp-Oak products online must inform the Marketing team so that they can be included in email communications regarding any important news, updates or changes to the internet selling policy.

Besp-Oak may instruct customers with products advertised online to debrand Besp-Oak products at any time if the customers geographical area or sales platform requires this.

Customers of Besp-Oak must display a clearly visible working contact telephone number and full postal address on their website. Customer websites which do not abide by this rule will have their trade account closed with immediate effect.

Products can only be sold or advertised on eBay, Amazon or any other Multi Retailer selling website with prior written consent from a member of the marketing team.

Accounts found to be using multi retailer websites without gaining the prior written consent of the marketing team will have their trading terms revoked and their trade account will be closed with immediate effect.

Customers may only offer bulk buy discount incentives to the public on gross order values exceeding £1000.00+.

Any customers found not be adhering to the internet selling policy will have their trading terms revoked and their trade account will be closed with immediate effect.

ONLINE SSP

To protect the profit margins of our store based retailers, to stop price online wars and to prevent devaluation of our products we believe that it is in everyone's interest to sell Besp-Oak products online at a minimum of double the container (base) price and we refer to this as our Suggested Selling Price or SSP. The SSP is not to be used as a Recommended Retail Price or RRP. In addition the SSP should not be used to create promotions or to help build price structures for marketing campaigns.

COMMON TERMS

All prices on this website exclude VAT and are quoted in GBP. FOB prices in Dollars are available on request.

Stock delivered by the Supplier will remain the absolute property of the supplier until any balance due for the stock in question has cleared into the appropriate bank account.

Besp-Oak accepts no responsibility for a customers loss of profits in connection to stock purchased. Once stock is received and signed for by the customer or customer representative they are then the customers risk and will remain the customers responsibility.

Every effort is made to ensure that the data contained within our website is accurate however some prices, details or offers may change and it is possible that errors might occur. We will endeavour to correct any known errors as soon as we are made aware of them but we are unable to accept any responsibility for any losses incurred.

We operate according to the laws of England and Wales. If you access this website outside of England and Wales you do so at your own risk and agree that the laws of England and Wales apply at all times.

The content of this Website is © Mosley Trading Co Ltd t/a Besp-Oak Furniture. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us.

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Notwithstanding the a foregoing, none of these exclusions and limitations are intended to limit any rights you may have as a consumer under local or other statutory rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of employees and/or agents.

The registered office of Besp-Oak Furniture is:

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Hill Street
Coventry
CV1 4AN
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Fax: 02476 231628

Company Registration Number: 3617523
VAT Registration Number: 418642251