

Please Note - Stock figures on the site are to be used as a guide only. We update every morning which means they are not live and subject to change. Furniture deliveries are subject to a £20 charge on orders under £300

1. Construction of Contract

1.1. In these Conditions the following expressions shall have the following meanings:

“The Seller” shall mean 5 Star Office.

“The Buyer” shall mean the person, firm or company whose order for the Goods is accepted by the Seller or who requests and is supplied with sample chairs.

“The Goods” shall mean the goods which the Seller has or is to supply in accordance with these Conditions and shall include where appropriate any installation of the Goods and other work carried out by the Seller in connection with the Goods.

“The Contract” shall mean the contract for the sale of the Goods by the Seller to the Buyer in accordance with these Conditions.

“The Conditions” shall mean the terms conditions set out in this document.

“The Order” shall mean the Buyer’s order for the Goods, as set out in the Buyer’s purchase order (whether in writing or otherwise) or in the Buyer’s written acceptance of the Seller’s quotation.

“business day” shall mean a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

2. Basis of Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings.

2.2. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3. Unless accepted before lapse or withdrawal, quotations may be withdrawn at any time and shall lapse automatically after the date specified in the quotation and may not thereafter form the basis of an Order unless the Seller chooses to accept the same in accordance with clause 2.4 below.

2.4. Subject to clause 2.5 below, an Order from a Buyer shall only be deemed to be accepted when the Seller issues a written acceptance of the Order or dispatches the Goods referred to in the Order, at which point the Contract shall come into existence.

2.5. Any such acceptance shall be subject to the Buyer’s credit being to the satisfaction of the Seller and the Seller shall be entitled to cancel the Contract without liability should the Buyer’s credit subsequently become inadequate for whatever reason.

2.6. The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

2.7. Any samples, drawings, descriptive matter, or advertising published by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are produced for the sole purpose of giving an

approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. Delivery

3.1. Although the Seller will endeavour to deliver and, if so agreed, install the Goods within any delivery or installation time specified (if any) in any quotation (in writing or otherwise) that time is an estimate and not of the essence of the Contract. In no event whatsoever will the Seller be liable for damages or charges of any kind including special indirect or consequent damages caused by any delay in delivery or installation.

3.2. Any time specified shall be extended by any period or periods during which the delivery of the Goods or the work by the Seller in connection with the Contract is delayed due to any event beyond the Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, fire, explosion, flood, storm, tempest, sabotage, strikes (official and unofficial and whether involving its own workforce or a third parties workforce), acts of God, riot, invasion, acts of war, shortage of labour, power or materials, civil commotion, accidents, plant breakdown, failure of supply of the Goods (or parts for any Goods) by the Seller's supplier, compliance with an order of an apparently competent authority, or any other event beyond the Seller's control.

3.3. If any such delivery or installation time is so extended by more than six weeks then the Buyer shall be entitled to give written notice to the Seller requiring the Goods to be delivered within 28 days of the date of such notice failing which the Buyer will have the right to give further written notice terminating the Contract forthwith.

3.4. The Seller shall be entitled to deliver the Goods by instalments which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in the type, specification, colour, quality or quantity of an instalment of the Goods or any other breach of these Conditions shall not entitle the Buyer to cancel any other instalment.

3.5. The delivery by the Seller of a greater or lesser quantity of the Goods than the quantity provided for in the Contract, or the delivery of goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered.

3.6. Where the delivery address is the Seller's premises, collection of the Goods shall be made by the Buyer or his agent collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection and where the delivery address is not the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for delivery. Where the delivery address is not the Seller's premises, delivery of the Goods shall be made by the Seller or his agent delivering the Goods to that place.

3.7. If the Buyer refuses or fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other rights or remedies available to the Seller, the Seller may:

3.7.1. Charge the Buyer £10 per item minimum failed delivery charge. Full cost available on application;

3.7.2. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

3.7.3. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price under the Contract or charge the Buyer for any additional costs incurred.

3.8. The delivery address is not at the Seller's premises, and in order that the Seller can comply with its carriers conditions, any claim in respect of an error in the quantity of packages of Goods delivered or in respect of damage to the Goods in transit must be;

3.8.1. Endorsed by the Buyer on the carriers delivery documentation immediately upon receipt of the Goods; and

3.8.2. Notified in writing by the Buyer to the Seller within three days of the date of delivery of the Goods.

3.9. Failure to comply with Clause 3.10 shall constitute unqualified acceptance of the Goods and shall be treated as waiver by the Buyer of all claims relating to error in quantity or type of Goods delivered or relating to the condition of Goods delivered.

3.10 If any Goods invoiced by the Seller are not delivered, the Buyer must notify the Seller within three days of the date of invoice, in order that the Seller can claim against its carriers where appropriate, failing which the Buyer will remain liable to pay for the Goods in full.

4. Property and Risk

4.1. The risk in the Goods shall pass to the Buyer on completion of delivery.

4.2. Title to the Goods shall not pass to the Buyer until the earlier of:

4.2.1. the Seller receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

4.2.2. the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 4.4.

4.3. Until title to the Goods has passed to the Buyer, the Buyer shall:

4.3.1. Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

4.3.2. Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

4.3.3. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

4.3.4. Notify the Seller immediately if it becomes subject to any of the events listed in clause 7; and

4.3.6. Give the Seller such information relating to the Goods as the Seller may require from time to time.

4.4. Subject to clause 4.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:

4.4.1. It does so as principal and not as the Seller's agent; and

4.4.2. Title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

4.5. If before title to the Goods passes to the Buyer, and notwithstanding any credit terms afforded to the Buyer by the Seller, the Buyer becomes subject to any of the events listed in clause 7, then, without limiting any other right or remedy the Seller may have:

4.5.1. The Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

4.5.2. The Seller may at any time:

4.5.2.1. Require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and

4.5.2.2. If the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

4.6. The Seller may by notice to the Buyer cause title in all or any part of the Goods specified in the notice to pass to the Buyer.

5. Price

5.1. The price of the Goods shall be the price set out in the confirmation of Order, If a Buyer believes that the price is incorrect the Seller must be notified within 24 hours after the confirmation of Order has been received. Failure to do so will be construed as acceptance of the price as being correct.

5.2. In addition to matters referred to in clause 14 below, the Seller may, by giving notice to the Buyer at any time up to five business days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

5.2.1. Any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

5.2.2. Any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered; or

5.2.3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

5.3. The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

5.4. The Seller may invoice the Buyer for the Goods on the date of the Contract or at any time after that date.

5.5. If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 3% per month above Bank of England's base rate from time to time. Such interest shall accrue on a monthly basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

5.6. Prices shall, subject to Clause 14, be inclusive of delivery charges to one address in the United Kingdom mainland and where appropriate any installation charges or other charges for work done in relation to the

Goods, but, where applicable, shall exclude any export duty, foreign import duty and any additional installation, carriage and insurance charges payable under Clause 14 which shall constitute additional charges.

6. Payment Terms

6.1. If the Seller has granted the Buyer credit facilities payment of the price must be made within 30 days following month end from the date of the invoice. Otherwise payment must be in cash or cleared funds prior to delivery. Payment shall be made direct to the Seller in the currency invoiced to the address shown for payment. The Seller shall be entitled to withdraw the Buyers credit facility (if any) at any time at its sole discretion. Any outstanding payments shall become immediately due. 6.2. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7. Insolvency

7.1. If the Buyer becomes subject to any of the events listed in clause 7.2, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer.

7.2. For the purposes of clause 7.1, the relevant events are:

7.2.1. The Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

7.2.2. The Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

7.2.3. (Being a company) A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

7.2.4. (Being a company) An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

7.2.5. (Being a company) The holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;

7.2.6. A person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;

7.2.7. (Being an individual) The Buyer is the subject of a bankruptcy petition or order;

7.2.8. A creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

7.2.9. Any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 7.2.1 To clause 7.2.8 (inclusive);

7.2.10. The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

7.2.11. The Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

7.2.12. (Being an individual) The Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

7.3. Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 7.2.1 to clause 7.2.12, or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

7.4. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

7.5. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

7.6. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

8. Cancellation

The Contract may be cancelled by the Buyer only with the Seller's written consent. In event of such cancellation the Seller shall be entitled to charge the Buyer cancellation charge, commensurate with the Seller's cost incurred up to the date of the cancellation plus the Seller's loss of profit.

9. Law and Jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)..

10. Notices

10.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at

its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].

10.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.1; if sent by pre-paid first class post or other next working day delivery service, at 11.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one business day after transmission.

10.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11. Warranty and Exemptions

11.1. The Seller warrants that the Goods, on delivery, and for a minimum of one year thereafter in the case of Goods (comprising seating) that are used for no more than eight hours per days and for one year if used for more than eight hours per day (the warranty period), shall:

11.1.1. Conform in all material respects with their description;

11.1.2. Be free from material defects in design, material and workmanship; and

11.1.3. Be of satisfactory quality within the meaning of the Sale of Goods Act 1979

11.2. Subject to clause 11.3, if:

11.2.1. The Buyer gives notice in writing to the Seller during the warranty period and within seven business days of discovery that some or all of the Goods do not comply with the warranty set out in clause 11.1; and

11.2.2. The Seller is given a reasonable opportunity of examining and testing such Goods at the Buyer's premises if the Seller so requests; and

11.2.3. The Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost, the Seller shall, at its option, repair or replace the defective Goods or part of the Goods in accordance with the provisions in clauses 11.3 to 11.5 below, or refund the price of the defective Goods in full.

11.3. In the case of an insubstantial repair, the Seller will send out replacement parts free of charge to the Buyer (or the Buyer's customer if so requested) and it will be the Buyer's responsibility to fit the parts. The Buyer may elect to return the goods to the Seller for repair, or agree with the Seller for the Seller to collect the Goods for repair from the Buyer or its customer. Upon completing the repair, the Seller will redeliver the Goods but will be entitled to charge the Buyer for this service a minimum sum of £25 per item repair/collection charge. Full price available on request.

11.4. If a replacement part is requested, the Seller may require the Buyer or the Buyer's customer to supply a photo of the alleged damage to assess the problem so it can be corrected in the most cost effective way.

11.5. If, upon subsequent inspection of any Goods collected by the Seller believing the same to be defective and in need of replacement (or that the Buyer is entitled to a refund), it transpires that the Goods were capable of repair, the Buyer will be charged a minimum sum £25 per item

repair/collection charge, and the Goods will be repaired and returned. Full price available on request.

11.6. The Seller does not offer a free on-site maintenance service.

11.7. The Seller shall not be liable for Goods' failure to comply with the warranty set out in clause 11.2 in any of the following events:

11.7.1. The Buyer makes any further use of such Goods after giving notice in accordance with clause 11.2;

11.7.2. The defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

11.7.3. The defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;

11.7.4. The Buyer alters or repairs such Goods without the written consent of the Seller;

11.7.5. The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

11.7.6. The Goods differ from their description or any specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

11.8. Except as provided in this clause 11, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 11.1.

11.9. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

11.10. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

11.11. Nothing in these Conditions shall limit or exclude the Seller's liability for:

11.11.1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

11.11.2. Fraud or fraudulent misrepresentation;

11.11.3. Breach of the terms implied by section 12 of the Sale of Goods Act 1979;

11.11.4. Defective products under the Consumer Protection Act 1987; or

11.11.5. Any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

11.12. Subject to clause 11.11:

11.12.1. The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

11.12.2 the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

12. Guarantees

12.1. For seating operated on a normal eight-hour day basis (or less where stated), components are guaranteed for a minimum of one year

unless otherwise stated. When seating is used in excess of eight hours per day (or the nominated daily usage period), these guarantee periods are reduced to one year respectively.

12.2. All products are guaranteed for a minimum of one year unless otherwise stated.

13. Special Prices / Price Discrepancies

13.1. We will respond to all orders by faxing or emailing an order acknowledgement. Price discrepancies must be notified 24 hours after the order confirmation has been received. Failure to do so will be construed as acceptance in full.

13.2. If a member of our sales team has quoted you a special price, this price must be stated on your official order. This price can only be used for the order in which the quote was intended and is not a permanent price change.

14. Additional Delivery Charges

14.1. The Seller may at its discretion charge such additional sum for delivery and insurance as is reasonable to cover:

14.1.1. Unusual or special arrangements,

14.1.2. Delivery outside of the hours of 0800-1700 Monday to Friday or during statutory or public holidays,

14.1.3. Delivery during a day designated by the company from time to time as a day of closure. Such dates if any shall be advised to the Buyer by the Seller's sales office upon the placing of an order,

14.1.4. Orders of a quantity lower than the minimum order quantity as may from time to time be notified by the Seller's sales office. The minimum order quantity may be amended without prior notice,

14.1.5. Delivery to addresses outside the UK Mainland,

14.1.6. Delays caused by instructions from the Buyer or by the failure of the Buyer to give adequate delivery instructions or information,

14.1.7. Delays and additional work encountered on installation or other work connected with the Goods the Seller caused by inadequate instructions from the Buyer or by circumstances, which are not apparent at the time any quotation (written or otherwise) was given by the Seller.

15. Undelivered Goods

If the first delivery attempt fails, in most cases, a calling card will be left to allow the Buyer to re-arrange a suitable delivery time or request a change of delivery address. The Seller's (or their appointed courier) will make a delivery attempt before the consignment is classed as a failed delivery, whereupon the goods could be returned to Seller's warehouse and, without prejudice to any other remedy, the Seller shall be entitled to charge the buyer a minimum of £10.00 failed delivery charge. Failed delivery charges will be price on application.

16. Additional Services

16.1. Once additional services on orders have been acknowledged by 5 Star Office we are unable to accept credit the any additional services that form part of the order.

16.2. If the goods are returned to 5 Star Office then the additional services are not eligible for credit.

17. Bespoke

17.1. Once bespoke orders have been acknowledged by 5 Star Office we cannot accept cancellations

17.2. Refused deliveries of bespoke items are not eligible for credit.

17.3. Bespoke orders cannot be returned for credit.

18. Sample Chairs

18.1. The Seller may, in its discretion, send out sample chairs on request from a Buyer whether to the Buyer itself or to a customer of the Buyer, in which case the provisions of this clause 18 shall apply.

18.2. The Buyer must return or procure the return of sample items such that they are in the Seller's possession within seven business days of delivery to the Buyer or its customer. If they are not so returned, the Buyer shall be presumed to have made an Offer to buy the sample items at their full list price (subject to the Conditions in this document) which Offer the Seller shall be presumed to have accepted that the end of the seventh business day and the Seller shall raise an invoice to the Buyer for the amount due including any delivery charges.

18.3. If the Buyer requests the Seller to collect the sample items and the request is received by the Seller within seven business days of their delivery, the Buyer will be required to pay the transport costs of a minimum of £20.00 per order collection charge. Full price will be on application. The Buyer (in consultation with its customer if appropriate) must cooperate with the Seller to agree a suitable collection date. Such date to be no longer than 14 business days from the date of delivery of the sample items unless the Seller so agrees. The sample items must be packaged in original packaging or packaging able to protect the product in transit otherwise the Seller or its appointed courier will refuse to take them away.

18.4. The Seller or its appointed courier will only attempt to collect once. If the Buyer's customer is not in, the parcels are inadequately packaged, or the driver is told there is nothing to collect then the Buyer will be charged a minimum of £10 per order failed collection charge. Full price on application. The provisions of clause 18.2 will apply immediately such that the Buyer shall be presumed to have made an Offer to purchase the sample chairs which the Buyer shall be presumed to have accepted, thereby giving rise to a binding contract for the Buyer to buy the sample chairs subject to the Conditions in this document.

18.5. If sample items supplied under this clause are made available for collection but in packaging other than that in which they were originally delivered, the Buyer will be charged £10 per box as a fixed contribution to the cost of re-packaging the sample items upon their return.

18.6. If, upon inspection following its return, a sample item is found to be damaged and the damage is such that it cannot be offered for sale either at all or without repair, then the Buyer shall be required to pay the Seller either the list price of the sample chair (if it is not economical to repair the same) or the cost of repair whichever is the lower.

19. Collections

19.1. Should the customer not like the product or find it unsuitable we will arrange a collection upon request. Collections must be requested in writing to customer services within seven days of receiving the chair. You must liaise with your customer to agree a suitable collection date and let

us know. The returns must be packaged in a box capable of providing perfect protection for the return transit otherwise the courier will refuse to take them away. There is a minimum collection charge of £20.00 and price of collection is quoted upon request.

19.2. The courier will only attempt to collect once. If the customer is not in, the parcels are inadequately packaged, or the driver is told there is nothing to collect then you will be charged for a failed collection. Failed collection charges are available upon request.

19.3. The customer must retain any packaging/ boxes for any unwanted items. Returned goods will need to be re-packaged in original boxes or packaging suitable for return transit protection to enable us to collect. Should the customer have already disposed of packaging a new box will need to be sent out at an additional minimum charge of £10.00 per box repackaging charge.

19.4. Should the products be returned through your own courier, 5 Star Office will not be responsible for any damages and the credit may reflect the condition 5 Star Office receives the products in.

19.5. A restocking fee may apply to any order. This cost will be available on request.

20. Damages

20.1. The goods must be signed as damaged when received.

20.2. Any damages or shortages must be reported to us within three working days of delivery in order for us to follow the couriers insurance claims procedure.

20.3 All of our products have a minimum of a one year guarantee unless otherwise stated.

20.4. 5 Star Office does not offer a free on-site maintenance service on our items.

20.5. Our policy is to send out replacement parts free of charge and feel it is the dealer's responsibility to fit the parts or return the product to us for repair. If this isn't possible, 5 Star Office can arrange to collect from end users, repair and resend but we will charge a minimum of £25.00 for this service. Costs are available on request.

20.6. If a replacement part is requested, we will require a photo of the damages to assess the problem so that it can be corrected in the most cost effective way and for our claims purposes.

20.7. If in certain cases the whole product needs to be collected because it is not fit for sale then you can request a collection at no charge within three days of receiving it. The product will either be replaced or credited once it has been inspected by our warehouse. If we feel we have been misled in any way by the reason given to collect you will be charged a minimum of £20.00 collection charge per order. Costs are available on request.

21. Severance

21.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-

provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Waiver

A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. Third party rights.

A person who is not a party to the Contract shall not have any rights to enforce its terms.

24. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Seller.