

TERMS AND CONDITIONS

These pages contain information on the terms and conditions for purchases from One Workplayce Ltd.
Company registration No 06671334 registered in England and Wales.

We try and keep our terms as simple and clear as possible. We monitor all procedures closely to see where we can improve continuity and service.

These are the basics, with the more in depth afterwards.

- We ask for a minimum 50% deposit with any order placed.
- We ask for settlement within 14 days of the completion of the project.
- We still hold title of the goods until full payment is received.
- We reserve the right to reclaim our products from premises in the event of long term non-payment. We also reserve the right to pursue through the courts for all costs, cancellation charges, loss of earnings and handling charges.
- Whilst we rarely do so – in cases of severe late payment, we reserve the right to revoke all discounts and apply interest at 5% above Nat West base rate.
- We try to work with reliable factories, but occasionally problems occur that are beyond our control. We do everything we can to deal with these issues and to maintain our high level of service. We cannot be held responsible for any delays or results of a late or incomplete delivery.
- Orders cannot be cancelled unless agreed in writing by One Workplayce Ltd.
- We reserve the right to charge up to 50% cancellation charge as most furniture is made to order to a customer's specification. This does not apply within 24 hours of placing the order as long as the furniture has not been manufactured or dispatched.

Our business policy

All orders are subject to our full terms and conditions (below). Nothing in these conditions affects your statutory rights as a consumer.

Standard conditions of sale

1. Definitions

- "Buyer" means the person who buys or agrees to buy the Products from the Seller.
- "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- "Delivery date" means the date specified by the Seller when the Products are intended to be delivered.
- "Products" means those goods specified.
- "Price" means the price for the Products including carriage, packing and VAT where stated..
- "Seller" means One Workplayce Ltd.
- "Consumer" shall bear the meaning as described in section 12 Unfair Contract Terms Act 1977.

2. Conditions applicable

- Nothing in these conditions shall affect the buyer's statutory rights as a consumer.
- The Seller shall sell and the Buyer shall purchase the products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written or verbal order of the Buyer which is accepted by the Seller including but not limited to orders placed using the Seller's electronic online ordering service, subject in any case to these conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or is purported to be made, by the Buyer.
- Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- If any provision of these conditions is adjudged invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.
- If the Seller does not have sufficient stock to be able to deliver the goods ordered by the Buyer then any sum paid by the Buyer

will be refunded or re-credited to your account and the Seller will notify you at the address given by you in your order form. The refund will be made as soon as possible and, in any event, within 30 days of your order and the Seller will not be obliged to offer any compensation for disappointment or inconvenience suffered.

3. The price and payment

- i. Save as provided otherwise herein the Price shall be that as stipulated in the Seller's published price list current at the date of order of the Products. Any event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the contract upon written notice. If notice of price increase is given by the seller, the buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the seller within three days of receipt of the notice of price increase to the buyer.
- ii. Payment of the Price shall be due at the date of the order for online purchases, and on account (if agreed) for commercial purchases. Time for payment shall be of the essence. If the Buyer does not pay the Price on notification of shipment the Seller may bring an action for the Price even though property in the Products has not been passed to the Buyer. If the Buyer fails to make payment as required the Seller may suspend delivery of the Products or any further Products ordered until payment is made in full.
- iii. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 2% above HSBC Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgment.
- iv. We can only accept payments in £ sterling. We do not ship outside the UK unless special circumstances are in place and agreed in advance.

4. The products

- i. The quantity and description of the Products shall be set out in the Seller's quotation.
- ii. The Seller may make any changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.
- iii. Photographs are for illustrative purpose only, and may not exactly match the product itself. We do endeavour to be as accurate as possible, but from time to time modifications and improvements are made.

5. Warranties and liability

- i. All goods supplied by the Seller come with a manufacturer's warranty of at least 12 months and up to 12 years. Ask for details of the product you are buying.
- ii. The Seller shall provide the Buyer with such information as is required to claim under the manufacturer's warranties on request only. In the event of a claim, the Buyer shall in the first instance contact the Seller's customer service department.
- iii. The Seller does not provide any warranty cover against defects in his own right.
- iv. Except where the Buyer acts as a Consumer all other warranties, conditions and terms relating to fitness for purpose, satisfactory quality or conditions of the products whether implied by statute or common law or otherwise are excluded to the fullest extent of the law.
- v. Insofar as is permitted by law, our only liability to you under these terms and conditions will be, at our sole discretion, to make good any shortage or non-delivery, to replace or repair any goods which are received by you in a damaged or defective state or to refund to you any sums actually paid by you for the goods in question. We will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us and will have no liability to you for any failure or delay in delivering goods or any damage or defect in goods delivered which is caused by any event or circumstance which is beyond our reasonable control. Nothing in this Clause 5 affects your statutory rights as a consumer.

6. Delivery, Returns and Cancellations

- i. Delivery of the products shall be made by the Seller or his agent notifying the Buyer that the products are available for collection at the Sellers premises or for delivery to such place as the Buyer may specify at the time the order is placed.
- ii. The Seller shall use his reasonable endeavours to meet any date agreed for delivery.
- iii. In any event time of delivery shall not be of the essence.
- iv. The Seller shall not be liable for any delay in delivery howsoever caused.
- v. In the case of goods purchased by credit card, those goods can only be shipped to the credit card holders address (in order to protect you, we carry out extensive checks to ensure that your card is not being used fraudulently) and must be signed for on delivery. All credit card payments and transfers go through our recognized on line trading merchants, ie Paypal or Barclays Merchant Services.
- vi. All online orders for delivery to addresses within mainland GB are delivered free of charge, except to PA, IV and KW postcodes

where there will be a small additional charge which will be advised prior to order confirmation.

vii. For delivery to Northern Ireland, Isle of Man, Isle of Wight, Scottish Islands and Channel Islands we will deliver free to a nominated mainland GB address e.g. a port. Onward shipping from that point is the responsibility of the customer.

viii. Generally, where an order contains more than one item all items will be delivered at the same time once all items are available.

ix. Where a delivery date has been agreed with our carrier but the customer isn't present to receive the delivery we reserve the right to charge the customer a minimum of £50 to cover part of the cost of the failed delivery.

x. An order may be cancelled at any time between the placement of the order and 7 days following order of the goods. This must be 7 days prior to actual delivery date.

xi. Collection and a charge of £50 will be levied to cover cost of failed collections. Please note this does not apply to selected items of furniture where there is a 50% cancellation/returns fee unless the order is cancelled within one week of placement. This is generally for veneer products or seating items.

11. Acceptance of the products

xii. Other than where the Buyer acts as a Consumer the Buyer shall be deemed to have accepted the Products 3 working days after delivery to the Buyer.

i. After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contract.

7. Export restrictions

i. We can only accept orders online for delivery to the UK. Any export orders must be dealt with by our sales office to ensure everything is in order. In the case of export orders, online prices will only be applicable on certain lines due to installation and logistic issues.

1. Title and risk

i. Risk of damage to or loss of the Products shall pass to the Buyer upon delivery.

ii. Notwithstanding any other provision herein title in the Products shall not pass to the Buyer until the Seller has received in cash or clear funds payment in full.

iii. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing to the Seller shall (without prejudice to any other right or remedy on the Seller) immediately become due and payable.

2. Insolvency of buyer

iv. This clause applies if:

a. The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or

b. An encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or

c. The Buyer, not being a consumer, ceases, or threatens to cease, to carry on business, or

d. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

v. If the Clause applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Products have been delivered but not paid for the Price shall become immediately due and payable that despite any previous arrangement or agreement to the contrary.

3. General

vi. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results in events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises or its manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

vii. Any notice required or permitted to be given by either party to the other under the conditions shall be in writing and in the case of notices to the Seller, addressed to the Seller at its registered office or in the case of notices to the Buyer, at the Buyer's address as provided to the Seller.

4. Headings

viii. The headings of the Clauses in these conditions are intended for reference only and will not affect the construction of these conditions.

ix. Representations

No statement, description, warranty condition or recommendation contained in any catalogue, price list or advertisement or communication or made verbally by any of the Agents or Employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

x. Additional costs

The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyer's instructions or lack of instructions or through failure or delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

5. Proper law of contract

xi. This Contract shall be governed by the law of England and Wales and any dispute, question or remedy howsoever arising determined exclusively by the Courts of England and Wales.

Privacy statement

This privacy policy sets out how "One Workplace Ltd" uses and protects any information that you give us when you use our website.

One Workplace Ltd is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with this privacy statement.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Internal record keeping.

We may use the information to improve our products and services.

We may periodically send promotional emails or mailshots about new products, special offers or other information which we think you may find interesting using the email or postal address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you

should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

We will not sell, distribute or lease your personal information to third parties -ever. We may use your personal information to send you promotional information which we think you may find interesting,

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.

Delivery & Installation

This is an area that is often overlooked - and effectively if you get this wrong, all the other hard work planning and designing can get wasted.

There are numerous ways that we work on this, and effectively it depends on your needs and the size of the project. either way it's an area that we manage carefully so it runs smoothly.

We work with a number of suppliers both in the UK and Europe. The factory delivers your office furniture directly to one of our nominated warehouses, and one of our installation teams will bring the furniture to your business. They then unpack everything, assemble it and put it into position as per the signed off and agreed floor plan. Each team have their own systems in place to make sure it runs smoothly, and they can work quickly and efficiently. The area must be clear, adequately protected in accordance with health and safety before any installation can occur.

We fit shelves, level the desks, and check for any marks or damages. If our team finds any damages we make a note on the delivery note and/or speak to your contact at One Workplace to make sure the appropriate action is taken.

We then remove the packaging (of which there can be a lot - although we are working with the various factories to reduce the packaging whilst still protecting the products) and take it away with us. We then recycle or dispose of the waste and pay any council disposal charges. Part of the service we offer is the removal of existing furniture as part of our ethical disposal programme.

This means that you are free to get on with your business

Health and Safety Policy

One Workplace Ltd, Health and Safety policy

One Workplace Ltd is committed to a clean, safe and healthy workplace and environment. All aspects of our business are managed in a safe and environmentally responsible manner in accordance with the principles set forth in this policy. We believe these actions benefit our customers, shareholders, employees and the public, both now and for the future, while improving the quality of the environment. This policy reaffirms our commitment to environmental stewardship and protecting the well being of our customers, employees and the public.

Management Commitment

All One Workplace Ltd management are committed to, and accountable for, implementing, maintaining, measuring, and improving the environmental, health and safety programs of the Company.

Culture

We will foster a culture that encourages safe, healthy and environmentally-responsible behaviour by clearly defining the responsibilities of all employees. We will encourage proactive employee involvement in these efforts. Incentives for extraordinary performance will be provided.

Health & Safety

Safety is the overriding value of all aspects of our business. We will continually provide a safe and healthy environment for our employees, our customers and the community. We demand safe work behaviour, practices, design and systems.

Pollution Prevention

Pollution prevention is an operating objective. We strive to prevent or reduce the generation of waste at the source. Our impact on the environment is minimised through good engineering practices. Where waste cannot be eliminated, it will be managed in compliance with all applicable requirements.

Environmentally responsible suppliers

We endeavour to use manufacturers and processes which adhere to strict ISO 14001 (2000) methods of manufacturing. We encourage all suppliers to use renewable sources of timber from approved sources. We understand the importance of preserving our environment and strive to reduce waste and pollution in our operations. We work with many manufacturers who provide product that is made from recycled materials, can be 100% recycled at the end of the product life. We also embrace products that are 100% carbon neutral in order to reduce our effect on this planet.

Community

We support and participate in the design, development and establishment of sound public policy and educational initiatives that protect human health and the environment. We will work with government, councils and others in creating responsible laws, regulations and standards to safeguard the community, workplace and environment. We will share with the communities our performance in the environmental, health and safety areas.

Compliance

Compliance with all applicable environmental, health and safety laws and regulations is required. All of our employees, from the Director level to the front line, are responsible and accountable for compliance and have an obligation to bring issues and concerns forward for resolution. We will actively seek sound business opportunities to go beyond regulatory requirements.

Stewardship of Natural Resources

We will responsibly use natural resources, such as air, water, soils and forests, and we will help to conserve these natural resources through efficient use and careful planning. We will pursue an energy resource plan that emphasises environmental protection, energy conservation and efficiency. We will responsibly address conditions that endanger health, safety or the environment.

Client Service Level Agreement

Client service charter

At One Workplace, we take a very proactive approach to client satisfaction. We work on the basis that we wish to work with our clients over a long period of time, and develop a working partnership. We believe that the best way to do this is to offer an extremely high level of service before, during and importantly after a project is completed. This way our clients will continue to use us and will happily recommend us to their colleagues, fellow clients and friends.

Our initial services include:

- Free on site survey, and space planning.
- Full consultation (if required) to gain an understanding of what our client is trying to achieve.
- We work hard to ensure that our customers are given the best choice of office furniture products to ensure they are not paying more than they need to. We do this without substituting quality and longevity of product, by sourcing direct from the factories and minimizing the supply chain.
- We offer a product sourcing service – free of charge. This means that if a company has seen something that they like, or need to match up to an existing range we draw on our years of experience and our extensive library to provide solutions that meet a customers needs perfectly.

After sales service

- We are always on hand to offer free advice on products, and any technical issues.
- We are happy to offer free help with adjustment of seating to ensure that the user has set the chair correctly and are gaining maximum support – helping to reduce the risk of future neck and backaches in many cases. We can also provide a full risk assessment on your existing seating.
- All our products are of commercial quality, and so in the unlikely event of any problem, products are covered by guarantees of up to 12 years. Ask for specific range guarantees.
- We have a dedicated contact for your company so you always know who you are dealing with and can keep track of any progress.