

Terms & Conditions

SALE OF GOODS

These conditions shall apply to all contracts for the sale of goods by Anaiza Ltd (“Anaiza”) to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the buyer may purport to apply under any purchase order, confirmation of order or similar document.

All orders for goods shall be deemed to be an offer by the Customer to purchase goods or services pursuant to these conditions. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Customer's acceptance of these conditions. Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Anaiza. The display of goods on the Anaiza website amounts to an invitation to treat only and is not an offer to sell goods or products at any price indicated. No contract will be deemed to exist between the Customer and Anaiza unless confirmation has been sent by Anaiza and payment has cleared. Anaiza is free to withdraw from any prospective contract prior to acceptance. This also applies in the case of any error or inaccuracy in the price and description of any goods.

PAYMENT

All orders are only accepted and activated upon receipt by Anaiza of at least a 50% non refundable deposit. Payment for the price (or the balance thereof) shall be due in full upon the goods being ready for delivery and shall be paid in full before they are released. If payment is via Bank Transfer, Anaiza must receive cleared funds before goods are released. Anaiza reserves the right to charge interest at the rate of 4% (four per cent) per month above the Bank of England base rate, from time to time ruling on any sums payable to Anaiza. For items offered at a discount from the listed price, 100% of funds are required to activate an order, unless specifically agreed with the Customer in writing by Anaiza Sales staff.

PRICE & DELIVERY

All prices quoted are in British Pounds (GBP) and are inclusive of applicable UK VAT. If you are based outside the EC, VAT is not applicable to you. Bespoke furniture & artwork are quoted for on request. Anaiza will be pleased to arrange for a quote for export packing, freight and insurance to any overseas destination by reputable third party service providers. All goods are usually complete and ready within a 2 to 12 week lead time from point of order (cleared funds) to point of dispatch for stock items.

Delivery charges within the London area will be made at the point of order. This charge covers delivery to a cleared room. If the room is not ready for installation and needs to be cleared, Anaiza reserves the right at their discretion to make an additional charge dependent on time taken to clear or to refuse to deliver goods. All other UK and international shipping fees if applicable must be paid prior to dispatch of goods from our warehouse. UK delivery fees are published in the Anaiza Retail Price List.

DAMAGE TO GOODS IN TRANSIT

Damage must be notified in writing within ten days of the date of delivery. If clients are not able to fully check products on receipt, the carrier's documentation should be endorsed 'unexamined'. In the event of the non-delivery of the whole or part of the consignment, the Customer must notify Anaiza within ten days of date of dispatch. Failing such notification the Customer shall be liable for the value of the consignment in the event that the carrier will not accept any claims.

REJECTION OR NON ACCEPTANCE OF GOODS

The Customer shall return to Anaiza at the expense of the Customer any goods ordered by him which he seeks on any ground whatsoever to reject or refuses to accept. If he shall fail to do so, the Customer shall not be entitled to reject (or refuse to accept) such goods. The Customer shall be liable for any loss of or damage to the goods taking place whilst in the possession of the Customer or in the course of their return to Anaiza. The return of the goods to Anaiza shall not in itself entitle the Customer to reject them and shall not affect Anaiza rights defined by the Consumer Transaction Restrictions on Statements Order 1976. The statutory rights of the Customer are not affected by these conditions.

CANCELLATIONS, REFUNDS & RETURNS

For sales orders taken by phone or any other distance method the Customer may, under certain circumstances, have a right to cancel under the Consumer Protection (Distance Selling) Regulations 2000. If the goods are stock items and not bespoke or specially made to order then the Customer can cancel the order and return goods to Anaiza within 7 working days starting from the day of delivery. Goods must be returned to Anaiza at the Customer's expense, be unused, unopened and undamaged. The Customer shall be responsible for any damage caused in transit during return and should ensure adequate insurance. Upon safe receipt of the goods a refund will be issued to the Customer's account which will include the original cost of delivery. Customers wishing to return items must immediately notify us in writing by e-mail to kyra@anaiza.co.uk. The above right to cancel does not apply to any goods made to customer's specifications or bespoke items. Many of Anaiza's goods can be personalised or are bespoke so please ensure the goods ordered are suitable for your requirements. If any items purchased, stock or bespoke, are damaged or faulty the Customer must notify us immediately so that we may investigate and attempt to remedy the situation in accordance with the Sale of Goods Act and without affecting your statutory rights. Items on sale are non refundable.

PRODUCT QUALITY

Due to the hand crafted nature of many of our products, size, colour and texture may vary slightly. All specifications, decoration and particulars of weights and dimensions are subject to some variations on occasion and the descriptions and images contained in the Anaiza website, catalogues, price lists and other advertising material are intended to present a general idea of the goods described therein.

ARTISTIC LICENSE

Anaiza reserves the right to allow its carvers, carpenters and painters 'artistic license'. The craftsmen will always try to carve, build and paint to the Customer's requirements but exact replicas cannot always be guaranteed and are thus not grounds for non-acceptance of products.

RISK

Until Anaiza has been paid in full for goods, property in such goods shall remain Anaiza's, although property passes to the purchaser at time of delivery.

REPRESENTATIONS

The Customer acknowledges that his/her order is not placed with Anaiza and that he/she has not entered into any contract with Anaiza in reliance on any representation made by Anaiza or on its behalf save only such representation (if any) as has been notified

in writing to Anaiza as being a representation on which reliance is placed. All specifications, decoration and particulars of weights and dimensions are subject to some variations on occasion and the descriptions and images contained in the Anaiza catalogues, price lists and other advertising material are intended to present a general idea of the goods described therein, and none of these shall form part of the contract.

STORAGE

All goods are held at our warehouse at the owners own risk. Two weeks free storage from date of advice of completion of order is included in the purchase price – thereafter, storage may be charged at Anaiza's discretion.

LIABILITY

Anaiza's liability in terms of these Conditions is in lieu of and to the exclusion of all other warranties, conditions or obligations expressed or implied whether statutory or otherwise in relation to the quality or description of the Products or their fitness for any particular purpose or in relation to sales by sample. Anaiza's liability (howsoever arising and including any liability for any indirect or consequential loss) shall not under any circumstances exceed the price payable to Anaiza for the Products hereunder. The above restrictions are necessary to enable the Products to be sold at the prices specified in this agreement.

INDEMNITY

The customer shall indemnify Anaiza against all claims for personal injury, loss or damage to property brought against Anaiza by third parties in respect of the Products unless such injury, loss or damage is solely attributable to the gross negligence of Anaiza or its employees.

DEFAULT

If the Customer makes default in or commits any breach of any of the Customer's obligations or if any distress or execution is levied upon the Customer, the Customer's property or assets or if the Customer makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against the Customer, or if the Customer is a limited company and any resolution or petition to wind up such company is passed or presented (otherwise than that for reconstruction or amalgamation) or if a receiver or such company's undertaking property or assets thereof is appointed, then Anaiza shall (without prejudice to any claim or right it might otherwise make or exercise) have the right forthwith to determine the contract by summary notice.

FORCE MAJEURE

Anaiza will make every effort to carry out the terms of any contract entered into, but if such performance is not reasonably possible by reason of any case whatsoever beyond the reasonable control of Anaiza and in particular but without prejudice to the generality of the foregoing: Act of God, war (whether declared or not), sabotage, riot, explosion, governmental control, restriction or prohibition, or any other Governmental act of omission whether local or national, fire, accident, earthquake, storm, flood, epidemic, drought or other natural catastrophes, inability to obtain or shortage of equipment, suitable raw materials, components, fuel, power, or transportation, disputes with workmen, strikes or lockouts, or shortages of labour, then Anaiza reserves the right to modify the terms of or cancel such contract without consequent liability for loss or damage so caused.

PRODUCT GUARANTEE

All Anaiza products carry a product guarantee of 1 year from the date of purchase with the exception of claims that arise out of damage caused by the Customer. Claims need to be substantiated by photographic evidence. Anaiza will use reasonable efforts to fix any item that has been damaged as a result of a design defect and/ or replace the item in question

VAT/TVA

VAT is charged and collected at the point of sale, at the then applicable UK rate, for goods being delivered to a UK address or another EC Member State. Where goods are for Export to a non EC Member State, if Anaiza is organising the Exportation and can thus be guaranteed proof of Export then the goods can be sold ex vat. If the client is shipping their own goods then Anaiza will refund the VAT on production of a valid VAT form. These are available at the sales desk for completion by the Customer at the time of sale. Exceptions to the above are EU/EEC clients who produce a valid VAT Registration Number.

INTELLECTUAL PROPERTY

Anaiza shall retain the copyright and all other intellectual property rights in respect of the designs and goods to be sold. The Customer shall not copy or reproduce in any form such goods (or parts thereof). Where the goods are sold under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements Order 1976) the statutory rights of the Customer are not affected by these conditions. The Anaiza website and its content are copyright of Anaiza Ltd. All rights reserved. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than by downloading to a local hard disk extracts for your personal and non commercial use only. Distribution or commercial exploitation is not permitted without Anaiza's consent.

GOVERNING LAW AND JURISDICTION

The contract shall be governed by the laws of England and Wales and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.