

Terms and Conditions of Business

1971 Ltd t/a Butterfly Upholstery

Effective Date: 23th June 2026

1. Definitions

"Company", "we", "us", and "our" refer to 1971 Ltd t/a Butterfly Upholstery.

"Customer", "you", and "your" refer to the person or business purchasing goods or services from us.

"Goods" include upholstery products, curtains, blinds, cushions, furniture, lampshades, fabrics, and other soft furnishings supplied by us.

"Services" include upholstery, reupholstery, furniture restoration, measuring, consultation, installation, and related work.

2. Quotations

2.1 All quotations are valid for 30 days unless otherwise stated.

2.2 Quotations are based on information provided by the customer and may be revised if additional work, materials, or requirements become apparent.

2.3 Prices include VAT where applicable and will be clearly stated.

3. Orders and Acceptance

3.1 An order is accepted only when we provide written confirmation or commence work.

3.2 Bespoke and made-to-order items cannot be altered once production has commenced unless agreed in writing.

3.3 Customers are responsible for ensuring all specifications, measurements, fabric selections, and instructions are correct.

4. Deposits and Payment

4.1 A deposit of 50% of the total order value is required before work begins.

4.2 The balance is payable upon completion and before delivery or collection unless otherwise agreed.

4.3 We reserve the right to charge interest on overdue payments at 4% above the base rate of the Bank of England.

4.4 Ownership of goods remains with us until full payment has been received.

5. Customer-Supplied Materials

5.1 Where customers supply fabric or materials, we cannot guarantee their suitability, durability, colourfastness, or performance.

5.2 We are not liable for defects arising from customer-supplied materials.

5.3 Additional charges may apply if supplied materials are insufficient or unsuitable.

6. Measurements and Site Conditions

6.1 Customers are responsible for ensuring access to the property and work area.

6.2 Where measurements are provided by the customer, we accept no responsibility for errors arising from inaccurate measurements.

6.3 If we undertake measuring services, customers must verify dimensions before manufacture commences.

7. Upholstery and Restoration Work

7.1 Existing furniture may contain hidden defects that become apparent only after work has commenced.

7.2 Additional repairs required for structural integrity or safety will be discussed with the customer and may incur extra charges.

7.3 While every care is taken, restoration work may reveal pre-existing weaknesses or damage for which we cannot be held responsible.

8. Delivery and Installation

8.1 Delivery dates are estimates only and are not guaranteed.

8.2 We are not liable for delays caused by suppliers, manufacturers, transport providers, weather, or events beyond our reasonable control.

8.3 Risk in the goods passes to the customer upon delivery.

8.4 Customers must inspect goods upon delivery and notify us promptly of any visible damage.

9. Consumer Cancellation Rights

9.1 Where applicable, consumer customers may have cancellation rights under the Consumer Contracts Regulations 2013.

9.2 Bespoke, made-to-measure, personalised, or customised goods are generally exempt from cancellation rights once production has commenced.

9.3 Details of any applicable cancellation rights will be provided before the contract is concluded.

10. Returns and Refunds

10.1 Bespoke and made-to-order items are non-returnable unless faulty or not as described.

10.2 Any claim regarding faults or defects must be made within 14 days of delivery or completion of services.

10.3 Nothing in these terms affects statutory rights under the Consumer Rights Act 2015.

11. Warranties

11.1 We warrant our workmanship for 12 months from completion.

11.2 This warranty excludes:

- Normal wear and tear.

- Accidental damage.
- Misuse or neglect.
- Damage caused by pets, children, sunlight, moisture, or improper cleaning.
- Defects in customer-supplied materials.

12. Limitation of Liability

12.1 Nothing in these terms excludes liability for:

- Death or personal injury caused by negligence.
- Fraud or fraudulent misrepresentation.
- Any liability that cannot legally be excluded under UK law.

12.2 Subject to clause 12.1, our liability shall be limited to the amount paid by the customer for the relevant goods or services.

12.3 We are not liable for indirect or consequential losses, including loss of profits or business opportunities.

13. Force Majeure

We shall not be liable for any failure or delay caused by circumstances beyond our reasonable control, including supplier shortages, transport disruption, industrial action, natural disasters, or government restrictions.

14. Intellectual Property

All designs, drawings, concepts, specifications, and materials prepared by us remain our intellectual property unless otherwise agreed in writing.

15. Data Protection

We process personal data in accordance with applicable UK data protection laws and our Privacy Policy.

16. Complaints

Any complaint should be submitted in writing to:

1971 Ltd t/a Butterfly Upholstery
71 North Road, Hertford, Hertford SG14 1NF
natalie@butterflyupholstery.co.uk
07843 483926

We will endeavour to respond within 14 days.

17. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

Additional Upholstery & Soft Furnishings Clauses

18. Furniture and Furnishings Fire Safety Compliance

18.1 Where required by law, materials supplied by us will comply with applicable UK furniture and furnishing fire safety regulations.

18.2 Where customers provide their own fabrics or materials, they are responsible for ensuring such materials are suitable for their intended use and comply with relevant fire safety requirements where applicable.

18.3 We accept no liability for non-compliance arising from customer-supplied fabrics or materials.

19. Colour, Pattern and Natural Variations

19.1 Fabric, wood, leather, paint, wallpaper, and other materials may vary slightly in colour, texture, weave, grain, or finish from samples, photographs, catalogues, or previous orders.

19.2 Natural materials may contain inherent characteristics and variations which shall not be regarded as defects.

19.3 Pattern matching will be carried out with reasonable skill and care but may not be exact due to fabric design, furniture shape, or manufacturing constraints.

20. Customer-Owned Furniture

20.1 Furniture presented for upholstery, restoration, repair, or alteration may contain hidden defects including but not limited to weakened frames, deteriorated timber, corrosion, woodworm, defective springs, foam degradation, or previous repairs.

20.2 We will take reasonable care of customer-owned furniture whilst in our possession.

20.3 We shall not be liable for the failure of existing components, structures, or materials that are not replaced as part of the agreed works.

20.4 Any recommendations for additional repairs are made in the interests of safety and durability and may incur additional charges.

21. Storage Charges

21.1 Customers will be notified when goods are ready for collection or delivery.

21.2 Goods remaining uncollected more than 14 days after notification may incur storage charges of £[amount] per week.

21.3 If goods remain uncollected for more than 90 days and reasonable efforts to contact the customer have been unsuccessful, we reserve the right to recover storage and outstanding costs through lawful means, including disposal or sale of the goods where permitted by law.

22. Delivery, Collection and Access

22.1 Customers are responsible for ensuring safe and adequate access to the property.

22.2 Any additional costs arising from restricted access, parking restrictions, lifting equipment, failed delivery attempts, or special handling requirements may be charged to the customer.

22.3 We shall not be responsible for damage resulting from undisclosed access restrictions or unsuitable access conditions.

22.4 Customers should ensure that doorways, staircases, lifts, and access routes are suitable for the movement of furniture and goods.

23. Installation Services

23.1 Installation work will be carried out using reasonable skill and care.

23.2 Customers are responsible for obtaining any necessary permissions from landlords, managing agents, local authorities, or other third parties.

23.3 We shall not be liable for delays arising from site conditions, unavailable services, or third-party contractors.

24. Cancellations by the Customer

24.1 Orders for bespoke, made-to-measure, customised, or specially ordered goods may not be cancelled once materials have been ordered or production has commenced.

24.2 Where cancellation is accepted, the customer shall remain liable for:

- Materials already purchased;
- Work already completed;
- Administrative costs reasonably incurred;
- Any non-recoverable supplier charges.

24.3 Deposits paid on bespoke orders are generally non-refundable except where otherwise required by law.

25. Abandoned Projects

25.1 If a customer fails to respond to requests for approval, payment, collection, delivery arrangements, or information required to complete an order for more than 60 days, the project may be placed on hold.

25.2 Additional storage, administration, or remobilisation charges may apply before work recommences.

26. Photographs and Marketing

26.1 We may take photographs of completed work for quality control, portfolio, social media, website, and marketing purposes.

26.2 No personal information identifying the customer will be published without consent.

26.3 Customers may opt out of marketing photography by notifying us in writing before completion of the project.

27. Defects and Claims

27.1 Customers must inspect goods and services promptly upon delivery, installation, or collection.

27.2 Any defects, shortages, or concerns should be reported in writing within 14 days.

27.3 We shall be given a reasonable opportunity to inspect and, where appropriate, rectify any defect before alternative contractors are instructed.

28. Care and Maintenance

28.1 Customers are responsible for following all care instructions provided.

28.2 Failure to follow care recommendations may invalidate any warranty.

28.3 We are not responsible for fading, shrinkage, staining, wear, or damage caused by:

- Direct sunlight;
- Excessive heat or moisture;
- Improper cleaning methods;
- Pets or animals;
- Accidental damage;
- Misuse.

29. Commercial Customers

29.1 Business customers are responsible for ensuring products are suitable for their intended commercial application.

29.2 Unless otherwise agreed in writing, all invoices issued to business customers are payable within 30 days.

29.3 To the fullest extent permitted by law, we exclude all implied warranties and conditions in relation to contracts with business customers.

30. Entire Agreement

30.1 These Terms and Conditions, together with any quotation, specification, order confirmation, and written correspondence expressly incorporated into the contract, constitute the entire agreement between the parties.

30.2 No verbal statement or representation shall form part of the contract unless confirmed in writing.