

JULIA BOSTON ANTIQUES

TERMS AND CONDITIONS OF SALE

1. INTRODUCTION & DEFINITIONS

1.1 These terms and conditions relate to the sale and purchase of the antiques and/or works of art to include new pieces. (in all cases "the goods") which the Seller is to supply to the Customer. These terms and conditions set out all the terms of the contract between the Customer and Seller unless otherwise confirmed by the Seller in writing.

In this document the following words shall have the following meanings:

"Consumer" means a Customer who is a consumer as defined in section 12 of the Unfair Contract Terms Act 1977.

"Contract" means the contract between the Supplier and the Customer for the sale and purchase of the Goods incorporating these Terms and Conditions.

"Customer" means any person who purchases Goods from the Supplier. The Customer includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). A reference to a party includes its personal representatives, successors or permitted assigns.

"Supplier" means Julia Boston Sole Trader.

"Goods" means the goods set out in the Order or Invoice.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

"Intellectual Property Rights" means patents, trade marks, service marks, trade names, registered and unregistered designs, technique, trade or business names, copyright (including, but not limited to, rights in software), database rights, design rights, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

"Order" means the Customer's Invoice for the Goods as set out in the Invoice and/or the Customer's written acceptance of the Proforma Invoice.

"Terms and Conditions" means the terms and conditions set out in this document and as varied from time to time in accordance with clause 16.

A reference to writing or written includes e-mails.

2. APPLICATION OF CONDITIONS

Unless modified by special arrangements in writing by the Supplier, these Terms and Conditions apply to the Contract to the exclusion of any terms and conditions proposed or stipulated by the Customer or which are implied by trade, custom, practice or course of dealing. The Contract constitutes the entire agreement between the parties and the Customer acknowledges that, aside from as specifically stated in the Contract, it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of providing an indication of the Goods described in them and they shall not form part of the Contract.

3. ORDERS - SALES

The Order constitutes an irrevocable offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are entirely complete and accurate for the Customer's intended purpose.

Orders must be placed in writing and must include the payment of the Deposit if requested by the Supplier in its discretion. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order or an Invoice, at which point the Contract shall come into existence and be binding on the parties. On the written acceptance of an Order, a unique reference number will be given to the Customer by the Supplier. Full payment of the balance must be paid prior to or upon the release of the goods in accordance with clause 8. A quotation for the Goods given by the Supplier shall not constitute an offer capable of acceptance. A quotation shall only be valid for a period of 30 Business Days from its date of issue.

The Supplier reserves the right to refuse any Order in its absolute discretion.

4. GOODS

Some of the Goods are created as bespoke items for the Customer with unique styles, finishes and materials available for the Customer to choose. An indication of the Goods available to be ordered are described in the Supplier's catalogues, brochures and website with each Good subject to the agreement of a bespoke Specification.

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier and continue to indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising directly or indirectly out of or in connection with the Supplier's use of the Specification. This clause 4 shall survive termination of the Contract. The Supplier reserves the right to amend the Specification if it deems it commercially appropriate and/or if required by any applicable statutory or regulatory requirements.

The Supplier reserves the right (in its absolute discretion) to vary the technique, design, construction and Specification without notice ("Variation"). Such Variation may result in an amendment to the Specification from the description photographic illustration or specification included in the literature of the Supplier and/or the website of the Supplier. Where the Supplier supplies Goods to the Customer which are made to Specification, the Customer will have no right to cancel the Order or to any refund of any amount paid unless work has not been started by the Supplier and a fee may be payable in accordance with clause 23.

5. PRICE

Except as otherwise stated under the terms of any quotation or in any price list of the Seller, all prices are given by the Seller on the basis of delivery to the Customer at the Seller's premises and, where the Seller agrees to deliver the goods otherwise than at the Seller's premises, the Customer shall be liable to pay the Seller's charges for transport, packaging and insurance ("transport costs").

The price of Goods shall be the price set out by the Supplier in the Invoice. The Supplier may, by giving notice to the Customer at any time before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- any request by the Customer to change the date(s) for Delivery, quantities or types of Goods ordered, or the Specification;
- any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions; or
- any breach by the Customer of the terms of this Contract.

The price of the Goods is exclusive of the costs and charges of packaging of the Goods, which shall be invoiced to the Customer separately if requested by the Customer in writing. The Customer shall remain responsible for the packaging of the Goods unless agreed otherwise in writing with the Supplier. The price of the Goods is exclusive of amounts in respect of VAT when applicable. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

Customers in the EU must pay VAT (if applicable) unless a valid EC VAT number is provided, with evidence of removal from the UK within three months from the date of the invoice. No VAT will be normally be charged on goods shipped directly to countries outside the EU on the provision that the Supplier receives the necessary export documentation from the Customer within three months from the date of the invoice. If the necessary documentation is not received, VAT will be invoiced to the Customer and will be immediately payable by the Customer. VAT (if applicable) will be charged on goods collected by hand and taken outside the EU. VAT will be reimbursed within 20 Business Days of the Supplier receiving a valid stamped HM Revenue & Customs Retail Export Scheme form from the Customer and any other documentation or information the Supplier may request from time to time.

of the date of the invoice or prior to collection of the Goods, whichever is earli-

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VAT will be charged in the Supplier's discretion if the Customer is a new customer of the Supplier's and/or the Customer has failed to promptly provide a valid stamped HM Revenue & Customs Retail Export Scheme form and/or other required documentation. If charged incorrectly VAT will be reimbursed to the Customer within 20 Business Days of the Supplier receiving from the Customer a valid stamped HM Revenue & Customs Retail Export Scheme form and/or other required documentation.

6. TRADE DISCOUNT

At the Supplier's discretion and as appropriate, a discount may be applied to the price of Goods for a Customer who is purchasing the Goods for purposes relating to that Customer's trade, business, and/or who is acting as a trader ("Trade Customer"). This discount is not available to a Customer who is either a Consumer or who is purchasing the Goods on behalf of a Consumer.

7. BASIS OF THE SALE - ORDERS

7.1 These conditions shall apply to the contract and govern the contract to the exclusion of any other terms and conditions which the customer may purport to apply under any purchase order, confirmation of order or similar document.

7.2 All orders for goods shall be deemed to be an offer by the customer to purchase goods pursuant to these conditions.

7.3 No variation to these conditions shall be binding unless agreed in writing by the seller.

7.4 The Seller's employees and agents are not authorised to make any representations concerning the goods unless confirmed by the Seller in writing and the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed by the Seller.

7.5 Any typographical, clerical or other error or omission in any quotation, price list, catalogue, 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.

7.6 No order which has been accepted by the Seller may be cancelled by the Customer except with the agreement in Writing of the Seller and on terms that the Customer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages, charges and expenses incurred by the Seller as a result of the cancellation.

7.7 Your order is an offer to buy from us. Nothing said or done by us is an acceptance of an order until we confirm acceptance in writing, referring to the order. Full payment of the balance must be paid prior to or upon the release of the goods. At any time before your order is dispatched, we may decline to supply the order to you without giving any reason.

7.8 If we are unable to dispatch your order due to international restrictions on transport, we will offer you alternatives. If this happens you may: accept the alternatives we offer; or cancel all or part of your order.

8. PAYMENT

The Customer shall pay the price of the goods in full together with any applicable value added tax (VAT) and applicable Transport costs prior to collection or delivery. The Customer shall pay the invoice in full and in cleared funds within 7 days of the date of the invoice or prior to collection of the goods. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

Receipts for payment will be issued only upon request.

Banking: all charges relating to payments will be borne by you.

If you are a customer whose credit/debit card is not denominated in Sterling, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction. The price of the items does not include the delivery charge. Where import duties and local taxes will be applicable on delivery we recommend you contact your local customs authority to determine a landed cost price prior to purchase completion. The Supplier may invoice the Customer for the Goods on or at any time after the acceptance of an Order and may be subject to the payment of the Deposit. The Deposit shall be paid by the Customer immediately upon the agreement and acceptance of the Proforma Invoice by the Customer signing the Proforma Invoice or providing to the Supplier its written acceptance of the same.

The Customer shall pay the invoice in full and in cleared funds within 14 days

er. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set-off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer. Payment can be accepted in pound sterling only and can be made by wire transfer (to the account details given below), or by credit or debit card. There is a 2% surcharge for payments made using American Express. We reserve the right to refuse payment by credit card. Credit card details can be phoned through and will be destroyed by the Supplier once processed. The Supplier does not accept credit card details by e-mail. This is not a secure method of transferring information and the Supplier does not accept any responsibility or liability for the safety of any sensitive details sent by this method. Customers must remit stating their invoice number as the payment reference.

All bank or transfer charges are to be paid by the Customer with the Supplier receiving the full amount stated on the invoice.

The Supplier's bank details will be supplied when applicable.

9 DELIVERY

9.1 Delivery of the goods shall be made to the Customer at the Seller's premises at 588 King's Road, London SW6 2DX (even where the Seller arranges for shipping on the Customer's behalf) at any time after the Seller has notified the Customer that the goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller itself delivering the goods to that place.

9.2 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods howsoever caused. Time for delivery shall not be of the essence. The goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Customer.

9.3 Where the goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the contract as a whole as repudiated.

9.4 If the Seller fails to deliver the goods for any reason other than any cause beyond the Seller's reasonable control or the Customer's fault and the Seller is accordingly liable to the Customer, the Seller's liability shall be limited to the excess (if any) of the cost to the Customer, (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.

9.5 If the Customer 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 Customer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:-

9.5.1 Store the goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

9.5.2 Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the contract.

9.6 Orders are sent at our risk until signed for by you or by any other person at the address you have given to us.

9.8 All orders must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the order may be retained by the driver.

9.9 When your order arrives it is important that you check immediately the condition. If your purchase has been damaged in transit, you should contact us so that we may minimise your inconvenience. Signing "Unchecked", "Not Checked" or similar is not acceptable.

9.10 In the cases of items which are especially large, heavy or fragile, delivery-times may be slightly longer. In this case, approximate delivery dates will be given when you place your order.

9.10.1 In these circumstances, we may advise crating your purchase before shipping. Crates are individually made to suit the size of your object which increases the cost significantly.

9.10.2 The shipping estimate will be recalculated and we will advise you of the cost. You can either accept this cost or will be entitled to a full refund for your order if you wish to cancel it.

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9.10.4 If crating is the only way we would recommend to ship an item we reserve the right to refuse to send it by courier, in order to protect the works of art.

9.11 We are happy for you to collect your purchased items from our showrooms provided you make an appointment in advance and payment has been received into our bank.

10. CUSTOMER'S INSOLVENCY OR INCAPACITY

If the Customer becomes subject to any of the relevant events listed at (a)-(g) of this clause 9, or the Supplier reasonably believes that the Customer is about to become subject to any of them, then, without limiting any other right or remedy available to the Supplier, the Supplier may immediately cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due and payable.

For the purposes of this clause 10, the relevant events are:

- (a) any meeting of creditors of the Customer is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Customer (other than for the purpose of a bona fide reconstruction or amalgamation);
- (b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of the Customer;
- (c) the Customer ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (d) a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Customer;
- (e) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy;
- (f) (being an individual) the Customer 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; and
- (g) any event analogous to any of the foregoing occurs in any jurisdiction. Termination of the Contract, however arising, shall not affect either of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. LEAD-TIMES

Lead-times can vary from approximately 2 to 16 weeks and are dependent on receipt of the Deposit, the Customer supplying all other necessary information required for the Order and complying with these Terms and Conditions. Any lead-time or delivery date specified by the Supplier is provided as a guide only.

12. TITLE AND RISK

12.1 The risk in the Goods shall pass to the Customer once the Goods leave the Supplier's premises.

12.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
 - (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 12.3 Until title to the Goods has passed to the Customer, the Customer shall:
- i. hold the Goods on a fiduciary basis as the Supplier's bailee;
 - ii. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - iii. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - iv. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - v. notify the Supplier immediately if it becomes subject to any of the events listed in clause 10; and
 - vi. give the Supplier such information relating to the Goods as the Supplier may require from time to time, and the Customer may not resell or use the Goods in the ordinary course of its business without the prior written permission of

the Supplier.

12.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

12.5 The Customer acknowledges, accepts and agrees that

- (a) the Goods should be insured by the Customer against loss and damage during, without limitation storage and/or delivery of the Goods; and
- (b) the Customer is entirely responsible for the packing of Goods prior to transit and the Supplier advises the Customer to procure professional third party expertise in such packing.

13. CUSTOMER TO INSPECT GOODS ON DELIVERY

Customers are required to immediately inspect the Goods for the purpose of ascertaining whether or not at the time of Delivery they are damaged. Customers are required to notify the Supplier as soon as is reasonably practical in the event that the Goods are found on inspection to be defective, damaged or not accurate to the Specification. If the Customer chooses not to inspect Goods they will be accepted by the Customer to be without defect or damage.

14. LIMITATION OF LIABILITY

14.1 Nothing in these Terms and Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

14.2 Subject to clause 13:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - a. any loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings;
 - b. loss of data or use of data;
 - c. damage to the Customer's reputation; or
 - d. consequential, special or indirect loss or damage; even if the Supplier has been advised of the possibility of such loss or damage.
- (b) the Supplier's total liability to the Customer 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.

15. SELLER'S WARRANTY

The Seller warrants to the Customer that he is the exclusive legal and beneficial owner of the goods or that he is the authorised agent of such exclusive legal and beneficial owner.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Intellectual Property Rights in the Goods, the Supplier's website and content (including without limitation the photographs, images, designs and catalogues of designs) are, and shall remain, the property of the Supplier and the Customer shall not use nor reproduce, copy, create nor manufacture goods equitable settlement satisfactory to both parties. Negotiations shall be conducted between the respective senior executives of the parties who have authority to settle disputes. If the parties are unable to settle any dispute by negotiation within 21 days the parties shall attempt to settle it by mediation administered by the Centre for Dispute Resolution ("CEDR"). To initiate a mediation a party must give written notice to the other parties to the dispute requesting a mediation. The mediation shall be conducted in accordance with the CEDR Model Mediation Procedure current at the date of the referral which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into this agreement. The mediation shall take place in London and the language of the mediation shall

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using such content without the Supplier's prior written consent.

16.2 The Intellectual Property Rights associated with the Goods is the property of the Supplier and the Customer acquires no rights in or to such Intellectual Property Rights.

16.3 The Parties shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that are reasonably necessary or desirable to perfect the right, title and interest of the Supplier in and to the Intellectual Property Rights in the Goods.

16.4 The Customer acknowledges, accepts and agrees that the Supplier shall retain and own all Intellectual Property Rights in any Goods which are:

16.4.1 personalised, adapted, personally designed by instruction and/or agreement with the Customer unless agreed otherwise in advance by the Supplier; and/or

16.4.2 created from designs (including drawings) which are produced by the Customer and/or in collaboration with the Customer.

16.5 The Customer warrants and represents that it has all rights, entitlements and licences to use and include any content, designs and associated Intellectual Property Rights as referred to in Clause 16.4 and that use by the Supplier of such content, designs and associated Intellectual Property Rights will not create any actual or threatened loss or liability for the Supplier and the Customer shall indemnify the Supplier and keep the Supplier indemnified against such threatened or actual loss or liability and any legal costs and expenses associated with the same.

16.6 The Customer agrees, acknowledges and accepts that all Intellectual Property Rights relating to the Goods together with any right or entitlement to seek registered protection for such Intellectual Property Rights shall remain the sole property of the Supplier and shall inure solely for the benefit of the Supplier. Should any right, title or interest in or to the Intellectual Property Rights associated with the Goods become vested in the Customer (by operation of law or otherwise) the Customer shall hold the same on trust for the Supplier and shall, at the written request of the Supplier, immediately and unconditionally assign (with full title guarantee) free of charge any such right, title or interest or goodwill to the Supplier and execute any documents and do all acts required by the Supplier for the purpose of properly assigning the aforementioned and enabling the Supplier to exploit such Intellectual Property Rights fully.

17. WAIVER

A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. VARIATION OF CONTRACT

Except as set out in this Contract any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

18. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall have no rights under or in connection with it pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. FURTHER ASSURANCE

The Customer shall, and shall procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required by the Supplier for the purpose of giving full effect to the Contract.

20. STATUS OF CUSTOMER

Nothing in the Contract or the relationship between the parties shall render the Customer an employee, worker, agent or partner of the Supplier and the Customer shall not hold itself out as such. The Customer shall have no right to bind the Supplier.

21. ALTERNATIVE DISPUTE PROVISIONS

If any dispute arises out of these Terms and Conditions or the Contract, the parties shall attempt to settle it by negotiation. To this end they shall use their respective reasonable endeavours to consult or negotiate with each other in good faith, and recognising their mutual interests, attempt to reach a just and

be English. The mediation agreement shall be governed by, and construed and take effect in accordance with English law. The courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter or difference which may arise out of, or in connection with, the mediation. Nothing in this clause 31 shall restrict the Supplier's right to enforce the payment of a debt in any way it sees fit. Payment can be accepted in pounds sterling only and can be made by wire transfer (to the account details given below), cheque or by credit or debit card. There is a 2% surcharge for payments made using American Express. Credit card details can be phoned and will be destroyed by the Supplier once processed. The Supplier does not accept credit card details by e-mail. This is not a secure method of transferring information and the Supplier does not accept any responsibility or liability for the safety of any sensitive details sent by this method. Customers must remit stating their unique invoice number as the payment reference.

The Supplier's bank details will be re-supplied when required:

All bank or transfer charges are to be paid by the Customer with the Supplier receiving the full amount stated on the invoice.

22. CONSUMER RIGHT OF RETURN AND REFUND - ADDITIONAL TERMS ONLY RELATING TO CUSTOMERS WHO ARE CONSUMERS

This applies if and only if, you are a citizen of the European Union, and you purchased your order as a Consumer.

22.1 A Customer who is a Consumer has the following rights to cancel an Order for Goods (other than for Goods made to the Consumer's Specification or Goods which have been personalised or altered in any way from the original state when bought, to include extra restoration), and receive a refund:

22.1.2 a Consumer may cancel the order at any time before we dispatch the order or before the expiry of 14 working days from the date you receive your order, not including the day you received it.

Consumers will not be able to cancel an Order where Goods are made to the Consumer's Specification or have been personalised (but this will not affect the Consumer's legal rights as a consumer in relation to Goods made to the Consumer's Specification or personalised that are faulty or not as described).

22.2 To cancel a Contract, a Consumer needs to let the Supplier know within the period specified in clause 22.1.2 it has decided to cancel. This can be done by:

(a) completing the cancellation form which accompanies these Terms and Conditions and is available on request from the supplier; or from the supplier's website at juliaboston.com/termsandconditions.html

(b) e-mailing the Supplier at info@juliaboston.com

(c) telephoning the Supplier on +44 (0) 20 7610 6783.

If using e-mail, please include details of the Order to be cancelled to help identify it. Where the Consumer has provided the Supplier with an email address, a Consumer will receive an e-mail from the Supplier to confirm it has received the Consumer's cancellation. If the cancellation notice is provided by e-mail, then cancellation is effective from the date the e-mail was sent.

22.3 If a Consumer cancels an Order in accordance with clauses 22.1 and Clause 22.2, the Supplier will refund the Deposit or, if paid in full, the price the Consumer paid for the Goods. However, please note the Supplier is permitted to reduce the refund to reflect any reduction in the value of the Goods, if this has been caused by the Consumer handling them in a way which would not be permitted in the Supplier's shop. The Supplier will make any refunds due as soon as reasonably practicable and in any event within the deadlines indicated below: The Supplier may retain money paid by the Customer (including without limitation any Deposit) to the value of any work already carried out on the Order and the Customer will be charged a restocking charge (to be determined at the Supplier's sole discretion) based on the total value of the Order.

22.9 No refund of the cost of returning the Goods to the Supplier will be made by the Supplier for Goods which were not damaged upon receipt by the Consumer. Such Goods must be returned at the Consumer's expense.

22.10 The Supplier will make any refund to the Consumer via the method by which the Consumer made payment.

22.11 All Goods in respect of which a refund is to be paid under this clause 22 must be returned to the Supplier in accordance with clause 24.

22.12 Where the Consumer has no right to a refund, the Supplier may be able to sell unwanted Goods on a Consumer's behalf (provided they are returned to the Supplier in accordance with the terms of this Contract). All items will be sold at the price of purchase unless agreed in advance with the Consumer. The Supplier will use reasonable endeavours to facilitate such a sale however the Supplier cannot guarantee to sell unwanted Goods and if the Supplier has not

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managed to sell the unwanted Goods within 3 months of their return, the Supplier will request the Consumer collect the Goods from the Supplier's premises. If the Goods are not collected within 4 weeks of such request, the Consumer will incur storage charges of £30.00 per item, per week until the Goods are collected or until they are sold by the Supplier at any price. Upon sale of the unwanted Goods by the Supplier under this clause:

- (a) a commission of 25% will be taken from the sale price by the Supplier; and
- (b) the Customer will be entitled to a refund less the commission charge.

22.13 If a Consumer has a complaint it should address it in writing to the Supplier at 588 King's Road, London SW6 2DX

22.14 Advice about a Consumer's legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 is available from a Citizens' Advice Bureau website or office.

23. CANCELLATION, REFUND AND UNWANTED GOODS

23.1 Subject to clause 22, Customers who wish to cancel an Order must notify the Supplier in writing within 48 hours of the Order being accepted by the Supplier. The Supplier may retain money paid by the Customer (including without limitation any Deposit) to the value of any work already carried out on the Order and the Customer will be charged a restocking charge (to be determined at the Supplier's sole discretion) based on the total value of the Order.

23.2 Save for as set out in clause 22, the Customer (not the Supplier) is responsible for returning the Goods to the Supplier, including the cost of doing so. All Goods must be returned to the Supplier in accordance with clause 24. If the Customer notifies the Supplier that it wishes the Supplier to collect the Goods or to arrange the collection of the Goods for return to the Supplier, the Supplier will charge the Customer the cost of collection including any administrative fees. The Supplier will not refund any charges for delivery and any charge for collection of the Goods will be deducted from the refund that is due to the Customer.

23.3 The Supplier may cancel an Order before Delivery where the Goods ordered are not available. In such circumstances, the Supplier will

- (a) inform the Customer as soon as reasonably practicable;
- (b) where possible provide the Customer with the option to order substitute goods; and
- (c) where it is not possible to order substitute goods, or the Customer declines the option to do so, refund the Deposit or any other advanced payment made for the Goods.

24. RETURNING GOODS TO THE SUPPLIER

If Goods are to be returned under these Terms and Conditions, all Goods must be returned to the Supplier:

- (a) at 588 King's Road London SW6 2DX;
- (b) without undue delay; and
- (c) in the same condition as they were received by the Customer.

By buying from us, you agree to be bound by these Terms and Conditions.