

THE
WORKSHOP
BY STUDIO PEAKE

SALE TERMS & CONDITIONS

Updated as of 7 March 2025

1. ABOUT US

1.1 **The Workshop by Studio Peake Limited (we, us, our)** is a company registered in England and Wales and our registered office is at C/O Cantelowes Limited 4th Floor, 20 Aldermanbury, London, United Kingdom, EC2V 7HY. We operate the website <https://www.studiopeakeworkshop.com/> (the **Website**).

1.2 You can find everything you need to know about us and our products via our Website. If you need any further information about us or our products then please get in touch with us and we will be happy to help.

2. ABOUT THESE TERMS

2.1 These terms of sale (**Terms of Sale**) apply when you purchase products from us via the Website or over email. By purchasing any goods that we might advertise on the Website you confirm that you agree to these Terms of Sale. These Terms of Sale should be read alongside any specific terms and conditions applicable to the Products (if any).

2.2 We may revise these Terms of Sale at any time. Any changes made to these Terms of Sale will apply to any future purchase that you might make after we have published the changes to our Website. Please therefore ensure you read these Terms before you make a purchase. If you do not wish to accept these Terms of Sale, then you should not proceed with a purchase.

2.3 Please note, we don't give our business customers all the same rights as consumers. For example, business customers can't cancel their orders, they have different rights where there is a problem with a product and we don't compensate them in the same way for losses caused by us or our products. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

2.4 If you are a business customer these Terms of Sale constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Sale.

3. PLACING AN ORDER WITH US

3.1 To order a product from us, please contact us via email (workshop@studiopeake.com). We will respond to your query in due course and may require additional details with respect to your specific requirements, including the colour and style you are looking for. Once we have the necessary details from you, we will provide you with our price for the product, the cost of delivery and an estimated timeline for delivering the product to you (**Order Proposal**).

3.2 If you are happy with our Order Proposal please let us know by contacting us via email. Once you have confirmed that you are happy with Our Order Proposal, we will send you an email summarising your order details and providing you with details of how you can pay for your order (whether in full or a deposit). Once we have received payment from you we will send you a further email confirming your order. Please note that until you receive confirmation of your order, it is not confirmed.

4. WE CAN REJECT ORDERS

Sometimes we need to reject orders that we have confirmed, for example, because the relevant product unexpectedly becomes unavailable, because we are unable to deliver the relevant product to you (either because of

delivery restrictions or because you sit outside our delivery area) or because the product was mispriced by us. If this happens, we let you know as soon as possible and refund the sums you have paid (if any).

5. WE USUALLY CHARGE YOU WHEN WE ACCEPT YOUR ORDER

5.1 We will usually charge you in full for your product at the point we provide you with a summary of your order as set out in Paragraph 3.2. For some larger items, we may take a deposit when we provide you with the summary and require you to pay the outstanding balance prior to delivery of the product. You will own the ordered product once we have received payment in full.

5.2 If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. HOW DELIVERIES WORK

6.1 It is your responsibility to make sure the products you have ordered fit into your property and through doorways and stairwells etc. For larger items, we will need a clear pathway on site in order to safely deliver your items. Every effort will be taken to ensure your property will not get damaged during delivery, but in the event of any damage or minor scrapes to your property we will not be liable for repair or cost of repair unless it was caused by our negligence. However, we do ask that you remove pictures, mirrors, lights, and furniture to ensure minimal obstacles during delivery. If we are unable to deliver your order because it does not fit, you will be charged for a missed delivery, and any potential storage costs. Missed or re-arranged deliveries will also incur additional costs.

6.2 The products will be your responsibility from the completion of delivery.

7. WE CHARGE INTEREST ON LATE PAYMENTS

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

8. DUTIES AND TAXES

8.1 **We pass on increases to VAT.** If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

8.2 **You are responsible for any import duties and taxes.** When ordering products from us that will be delivered outside of mainland UK you may be subject to import duties and taxes, which are levied once the relevant products reach the specified destination. Any additional charges for customs clearance must be borne by you and we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

9. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

In the unlikely event that our supply of a product is delayed by an event outside our control (for example, due to issues with our suppliers, natural disasters, inclement weather, fire, war or a pandemic), we will aim to contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team via our Website to discuss potential options as to how we can resolve the delay.

<p>10. PRODUCTS CAN VARY SLIGHTLY FROM THEIR PICTURES</p> <p>Whilst we will do everything we can to ensure that images of products on the Website or in our marketing materials are accurate, a product's true colour may not exactly match that shown on your device, in our marketing materials or in the samples we have provided to you or its packaging may be slightly different. Please also note that, as our products are handmade, all size, all sizes, weights, capacities, dimensions and measurements indicated on our website or in our Order Proposal can be out by up to 20%. If you are considering one of our handmade pieces but are concerned or unsure about the possible differences in materials or dimensions (which can vary up to 20%), we will be happy to talk you through the production process to assist you in making a final decision. Such variations are inherent in the manufacturing of handmade products, so you should expect the actual product you receive to vary from the images on our Website. You shall not have the right to return or reject a handmade product solely on the basis of such variations.</p>	<p>requirements imposed by law. In relation to physical goods, your key rights are as follows:</p> <p>13.2.1 Up to 30 days from delivery: If your goods are faulty, then you get a refund.</p> <p>13.2.2 Up to six months: If your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.</p> <p>13.2.3 Up to six years: If your goods do not last a reasonable length of time you may be entitled to some money back.</p>
<p>11. YOU'RE RESPONSIBLE FOR MAKING SURE YOUR MEASUREMENTS ARE ACCURATE</p> <p>As we are making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. For information and tips on how to measure please contact our Customer Service Team (workshop@studiopeake.com).</p>	<p>14. YOUR RIGHTS AS A BUSINESS OR NON-UK BASED CONSUMER IF SOMETHING IS WRONG WITH YOUR PRODUCT</p> <p>14.1 If you are a business, we warrant that on delivery and for six months thereafter, any products shall:</p> <p>14.1.1 subject to paragraph 10, conform in all material respects with their description and any relevant specification;</p> <p>14.1.2 be free from material defects in design, material and workmanship;</p> <p>14.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and</p> <p>14.1.4 be fit for any purpose held out by us.</p>
<p>12. IF YOU ARE A UK BASED CONSUMER, AND YOU BOUGHT ONLINE, OVER THE TELEPHONE, OR VIA EMAIL YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND (BUT THIS IS LIMITED)</p> <p>12.1 For most of our products bought online, via email or over the telephone, you have a legal right to change your mind about your purchase within 14 days of purchase and receive a refund of what you paid for it, including the delivery costs (subject to payment by you of the cost of return). This is subject to some conditions, as set out below.</p> <p>12.2 You cannot change your mind about an order for any of our products that are made to your specifications or clearly personalised.</p> <p>12.3 If you change your mind about a product you must let us know no later than 14 days after the day we deliver your product. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.</p> <p>12.4 To let us know you want to change your mind, please contact us on workshop@studiopeake.com.</p> <p>12.5 You have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the product back to us using an established delivery service. If you do this you should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted, please contact us via email on workshop@studiopeake.com.</p> <p>12.6 Whilst we do refund standard delivery costs, we don't refund any extra you have paid for express delivery or delivery at a particular time.</p> <p>12.7 If you handle the product in a way which would not be acceptable in-person, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Our Customer Service Team can advise you on whether we're likely to reduce your refund.</p> <p>12.8 If your product hasn't been dispatched or we're collecting it from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If you're sending the product back to us, we refund you within 14 days of receiving the item back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.</p>	<p>14.2 Unless an exception applies in paragraph 14.3 and if:</p> <p>14.2.1 you give us notice in writing (in accordance with paragraph 15) within a reasonable time of discovery that a product does not comply with our warranty;</p> <p>14.2.2 we are given a reasonable opportunity of examining such product; and</p> <p>14.2.3 you return or allow us to collect such product,</p> <p>we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full and this will be your only remedy for breach of the warranty. These terms shall apply to any repaired or replacement products supplied by us.</p> <p>14.3 We will not be liable for a product's failure to comply with the business customer warranty if:</p> <p>14.3.1 you make any further use of such product after telling us it is defective;</p> <p>14.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;</p> <p>14.3.3 the defect arises because we followed any drawing, design or specification supplied by you;</p> <p>14.3.4 you alter or repair the product without our written consent;</p> <p>14.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working or storage conditions; or</p> <p>14.3.6 the "defect" arises naturally because the nature of the product.</p>
<p>13. IF YOU ARE A UK BASED CONSUMER, YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR PRODUCT</p> <p>13.1 If you think there is something wrong with your product, you must contact our Customer Service Team (workshop@studiopeake.com).</p> <p>13.2 If you are a consumer, we honour our legal duty to provide you with products that are as described to you on our Website and that meet all the</p>	<p>15. PROCESS FOR NOTIFYING US OF DAMAGE</p> <p>15.1 In the event that you wish to notify us of any damage to your product, please follow the following process:</p> <p>15.1.1 If applicable, photograph damage to the protective wrapping before removing it;</p> <p>15.1.2 Photograph the damage to the relevant product;</p>

- 15.1.3 Provide us with details of how the product has been stored and/or used.
- 15.2 Once notified of damage, we shall review the product and the alleged damage and whether you can claim under the warranty in paragraph 14.
16. **WE CAN CHANGE PRODUCTS AND THESE TERMS**
- 16.1 We can always change a product:
- 16.1.1 to reflect changes in relevant laws and regulatory requirements; or
- 16.1.2 to make minor technical adjustments and improvements, for example to address a safety issue. These are changes that don't affect your use of the product.
17. **WE CAN END OUR CONTRACT WITH YOU**
- 17.1 We can end our contract with you for a product and claim any compensation due to us (including enforcement costs) if:
- 17.1.1 you don't make any payment to us when it's due and you still don't make payment within 7 days of our reminding you that payment is due;
- 17.1.2 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
- 17.1.3 you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us; and/or
- 17.1.4 you breach any applicable third party terms and conditions that may apply to the product.
18. **WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR PRODUCTS**
- 18.1 **Our liability to UK based consumers.** We're not responsible for losses you suffer caused by us breaking this contract:
- 18.1.1 if it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 18.1.2 as long as we have taken the steps set out in the section *We're not responsible for delays outside our control.*
- 18.1.3 if it was something you could have avoided by taking reasonable action. For example, damage to home as a result of ordering a product that is too big to fit through your door and which you could have avoided by following our tips on measuring for products.
- 18.1.4 to the extent that you use a product for the purposes of your trade, business, craft or profession then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the product and all claims for loss of profit or indirect or consequential loss are wholly excluded.
- 18.2 **Our liability to businesses and non-UK based consumers.** If you're a business, then, except in respect of the losses described in paragraph 15.3:
- 18.2.1 we shall not be liable to you, 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 any contract between us; and
- 18.2.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under these Terms of Sale].
- 18.3 Nothing in these terms shall limit or exclude our liability for:
- 18.3.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 18.3.2 fraud or fraudulent misrepresentation;
- 18.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 18.3.4 defective products under the Consumer Protection Act 1987.
- 18.4 Except to the extent expressly stated in paragraph 14, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.
19. **WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE**
- How we use any personal data you give us is set out in our Privacy Notice.
20. **YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US**
- 20.1 If you would like to make a complaint about any of our products, please get in touch with our Customer Service Team who will do their best to resolve any problems you have with us or our products.
- 20.2 These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
21. **OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT**
- 21.1 We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 21.2 You can only transfer your contract with us to someone else if we agree to this. We may not agree unless there are exceptional circumstances that mean you have to transfer your contract to someone else.
- 21.3 This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 21.4 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 21.5 Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.