

## Terms and Conditions

Thanks for reading our Terms and Conditions! We hate to get all serious, but as we are a small company delivering handmade products to a small margin, we have to make a few things clear. Any questions please ask! We are always happy to help.

It is the buyer's responsibility to ensure they read this information in full before placing an order. Where a buyer is acting on behalf of an individual/group/company they must ensure all parties involved have read this information before placing an order. By placing an order we will assume that all the relevant parties have read and understand:

- The Terms and Conditions
- The Care Guide ([www.konkfurniture.com/care-guide](http://www.konkfurniture.com/care-guide))
- The material and finishes used on the piece(s) ([www.konkfurniture.com/wood-finishes](http://www.konkfurniture.com/wood-finishes) / [www.konkfurniture.com/steel-finishes](http://www.konkfurniture.com/steel-finishes))
- The details/notes on the products listing (where applicable).
- The details/notes on the design specification included on the invoice (where applicable).
- The details/notes on the drawing (where applicable).

## Refund, Returns and Alterations

We are a small company offering bespoke, made to order products. We cannot accept cancellations or offer a full refund on any orders after 14 days of the order being placed or for an item(s) that has already been posted/delivered. Please ensure all details are correct before placing your order, and that you are happy with all design decisions and materials.

Orders for archetypal designs (products available to purchase directly from the website) can be cancelled, partially refunded and returned after 14 days at the discretion of Konk. Requests to do so must be made in writing. All cancellations or returns will be subject to a 20% return fee, plus the cost of delivery (if already booked and/or delivered), plus the cost of the return delivery by Zoof Ltd (where applicable), plus any other reasonable costs accrued by Konk.

Bespoke pieces are non-refundable after 14 days of the order being placed.

Once an order has been placed, the cost of any alterations, administrative costs, and additional/updated design drawings will be charged to the buyer. Konk can not be held responsible for any resulting delays.

Where a buyer is acting on behalf of an individual/group/company, they must ensure all information relating to the order is passed onto the relevant parties. We cannot offer any replacements, refunds, reimbursements, discounts or compensation for any issue that may arise as a result of this.

We endeavour to always send out quality products, however, mistakes can occasionally happen. Should you receive a faulty or damaged item(s) you should notify the seller as soon as reasonably possible. The buyer should provide a detailed description in writing, with photographs and/or videos of any area(s) that are damaged/defective within 7 days of receiving the item(s). Provided evidence is received within the time frame, Konk will assess the fault and arrange to repair or replace the item(s) as soon as reasonably possible.

In the case of faulty/damaged goods, or an incorrect order being received, we will ensure all necessary steps are taken to provide you with the correct item(s). However, we cannot offer any refunds, reimbursements, discounts or compensation as a result.

We cannot offer refunds, reimbursements, discounts or compensation for orders delayed by the following:

- Any act of nature (such as a natural disaster, flooding, snow etc)
- Pandemic/War/Other Disaster.
- Government-enforced restrictions/laws.
- Delivery delays (including those related to stock/material supply).
- Where a person would be at risk of harm.

## Materials and Finishes

By the very nature of both the materials we use and the handmade nature of our manufacturing process, our pieces could contain any/all of the following characterful/natural traits:

- Small 'chip out', 'tear out', or marks from the machining and manufacturing processes in the Workshop
- Knots/cracks/shakes/medullary rays
- Natural colour variation

These should be expected within each piece and we cannot offer refunds, reimbursements, discounts or compensation for such features. Please contact us if you are unsure about the terms or what to expect with the above.

The following workshop standards are applied to each of our stock materials (unless specified otherwise):

### Character Grade Oak

- Character Grade Oak as per UK supply standards
- Any shakes, knots or cracks to be left open and unfilled
- Sanded to 180 Grit
- Finished with a Hard Wax Oil of choice from the Standard Finish range (options 1-10 [www.konkfurniture.com/wood-finishes](http://www.konkfurniture.com/wood-finishes))

### Prime Grade Oak

- Prime Grade Oak as per UK supply standards
- Any shakes or knots to be filled with resin
- Sanded to 240 Grit
- Finished with a Hard Wax Oil of choice from the Standard Finish range (options 1-10 [www.konkfurniture.com/wood-finishes](http://www.konkfurniture.com/wood-finishes))

### Live Edge Character Grade Oak

- Live/Waney Edge Character Grade Oak as per UK supply standards
- Any shakes, knots or cracks to be left open and unfilled
- Any measurements taken across the width of the grain should account for the natural wave of the edge (+/-100mm approximately)
- Sanded to 180 Grit
- Finished with a Hard Wax Oil of choice from the Standard Finish range (options 1-10 [www.konkfurniture.com/wood-finishes](http://www.konkfurniture.com/wood-finishes))

### American Black Walnut

- Prime Grade American Black Walnut as per UK supply standards
- Any shakes or knots to be filled with resin
- Sanded to 240 Grit
- Finished with Clear Satin Hard Wax Oil (option 14 [www.konkfurniture.com/wood-finishes](http://www.konkfurniture.com/wood-finishes))

The material (and therefore standard followed) will be stated in the product listing or noted in the design specification. Where the material is not noted it is assumed the piece will be made using Character Grade Oak, following the typical finishing standards and Oiled with a Hard Wax Oil from the Standard Finish range. Any steelwork would be left with its raw finish.

For bespoke items, the material type/grade and final finish must be requested by the buyer in writing. Any extras that are not typically included in the standards of the requested material (e.g. resin fill) must also be requested in writing as part of the quote.

Knots will not be filled on any of our character-graded pieces. The buyer must request a quote and pay the additional costs for this to be included in the order. Once a piece is oiled the resin will not adhere to the surface, therefore this must be specified when the order is placed.

Knots, shakes and cracks should be expected on any character-graded piece. These will always be checked for stability.

Small knots and shakes should be expected on prime-graded oak and walnut pieces. These would always be filled with resin.

All wooden components may contain varied wood grain, colour variation, heartwood, sapwood, medullary rays and knots. These are naturally occurring features and should be expected of any solid wood product.

All wood stock is purchased as random-width planks and will come from a variety of trees. Each plank will be completely unique and will be hand selected from the limited stock kept in our workshop at the point of manufacture. Nearly all wooden components (for example tabletops, door fronts, shelves or panels) will be made from multiple planks joined together using such stock.

We will not accept returns, cover the costs of adjustments/alterations, offer refunds, reimbursements, discounts or compensation due to issues arising from the customer's personal preference. (For example wood grain, pattern, knots, medullary rays, colour variation or any other naturally occurring elements/features).

Premium finishes (Rubio Monocoat branded) can be used on: Character Grade Oak, Prime Oak Waney/Live Edge Character Grade Oak and American Black Walnut. Additional costs will apply unless specified otherwise. Costs are subject to the finish chosen, the size of the piece and the type of item that the finish will be applied to. All additional costs for upgrading the finish will be passed onto the buyer.

Steelwork that is specified as raw on the quote will have a protective layer of Owaltrol. Any colour variation or patinas will have formed naturally as the steel section was formed and cooled. Variation will occur between each piece and between different section types. Further natural colour changes may be present as a result of any welding or grinding. Steelwork can be sprayed or powder coated upon request.

Custom finishes are available upon request. Additional costs for stocking the finish and any extra costs for applying the finish will be passed on to the buyer.

It is the buyer's responsibility to purchase a sample that is made by Konk using the finish requested for the piece.

Due to the nature of the material and the finishes applied to our product, the final finish may vary from photos online or the samples we send out. Our samples are handmade using off-cuts, following our usual finishing processes so that they are as accurate as possible. However, the natural underlying colour of the wood and its reaction to the oil may cause colour differences.

It is the buyer's responsibility to check that they are happy with the finish, material and standard used/followed by the workshop team to make the item. If the buyer would like to alter the above (for example having the knots filled with resin on a Character piece, upgrading to Prime Grade Oak or Walnut) this must be specified prior to ordering. Changes to these standards are likely to alter the quoted/listed price of an item.

It is the responsibility of the client to follow the Care Guide ([www.konkfurniture.com/care-guide](http://www.konkfurniture.com/care-guide)) and maintain the finish on the product once the item has been delivered. Surfaces that are regularly used (e.g. dining tables and desks) will need re-oiling every 6-12 months. Specialist cleaners should be used on the surface.

All our wood is kiln-dried to a humidity of 8-10% moisture. However, wood is a hygroscopic material and will continuously react to changes in its environment by absorbing/releasing moisture. Wood shrinks as its moisture content decreases and swells as its moisture content increases. This movement can result in the wood warping, shakes opening/closing and joint separation. The rate at which wood absorbs moisture in the air is influenced by temperature along with the air humidity. For example heat in a dry area (e.g near a radiator) will cause moisture to be released and can cause the wood to dry suddenly in an uneven manner. All wood species can react to exposure to (UV) sunlight, changes in temperature and air humidity. We do design our pieces with wood movement in mind to try minimise the effects. We cannot be held responsible for changes in the wood due to environmental factors, once delivery has been. This would not be deemed a manufacturing fault under the terms of the item's warranty.

It is the customer's responsibility to follow our Care Guide recommendations and keep/store their piece(s) in a suitable environment. ([www.konkfurniture.com/care-guide](http://www.konkfurniture.com/care-guide))

Our furniture is not suitable for outdoor use, use in bathrooms, humid environments or environments with temperature fluctuations, unless specified.

Our furniture is designed and manufactured for storing on a perfectly flat surface. Uneven surfaces can cause twisting and movement in both the materials and the hardware (e.g. doors to hang misaligned). It is the buyer's responsibility to notify the design team prior to ordering so that suitable adjustments can be made. We cannot be held responsible for issues that arise as a result of storing items on unsuitable surfaces. Any issues that occur as a result would not be deemed a manufacturing fault under the terms of the item's warranty.

## Design

It is the buyers responsibility to clarify any design, drawing, hardware and material related queries prior to placing an order.

All important design attributes/details should be stated by the buyer prior to ordering if they should be considered by the workshop and/or design team for quoting and manufacturing a piece.

All product photographs, example images and any items/examples/materials that may be shown/provided during the order process (including during a workshop visit or exhibit) are for illustrative purposes only.

All our products can be made to measure to fit your space, however, we do not guarantee millimetre precision unless we are specified to do so, and some hardware such as nuts and bolts may protrude. The buyer should allow for +/- 25mm on all dimensions unless specified otherwise.

If you require an exact size for your item(s), for fitting into an alcove for example, please make sure to specify that the measurement needs to be exact. We can't take responsibility for any item which doesn't fit or is too small if the measurement is under the 25mm of tolerance.

It is the buyer's responsibility to take and provide accurate measurements to ensure the item is designed/made correctly, fit for purpose and can be manoeuvred safely from the delivery van into its final location.

When working to buyers' design specifications and/or drawings Konk will not be held responsible for issues with design, functionality, stability or unexpected wood movement, unless a sample product is ordered or testing is paid for. We endeavour to ensure all bespoke products are designed to our usual high standards, however, unexpected issues may arise without prior testing. If unexpected design flaws occur, or the design/product needs altering as a result of prototyping/testing not being complete, all reasonable costs will be passed to the buyer.

During the design process, we may make recommendations to improve the functionality/finish/stability of the design. Should an issue arise due to these recommendations being disregarded, it would be the buyer's responsibility to cover any costs involved in rectifying this at a later date

Our recommended table sizes are based on a 450mm wide dining chair with a seat height of 450mm. If a customer's chair sizes differ from this or the customer prefers more/less spacing for dining, the buyer should notify the design team of their preferred leg spacing that is suitable for their own needs/chairs.

Alterations/amendments made by a person/company not employed by Konk once the item(s) have been delivered are done so at the buyer's own risk. For example, the fitting of their own legs to table tops, securing items onto wooden components, etc. Any resulting costs, complications or damages are the buyer's responsibility.

We cannot be held responsible for customers' preference to design details that are not discussed or raised at the point of ordering and included in the specification of the purchased item. Elements not discussed/agreed prior to ordering will not be considered during manufacture and Konk will make educated assumptions based on the style of the product, its functionality and our standard practices etc. It is the buyer's responsibility to disclose all requirements fully.

We will manufacture the item(s) using the details on the design specification, as stated on the order's invoice (and drawing where applicable). Please make sure all details that you would like included for the workshop team's consideration are included on the invoice and/or drawing. Details discussed over the phone, in person or in emails may be missed. We cannot be held responsible for this if it has not been noted on the invoice or drawing.

We do not provide drawings for all items. If you require a drawing this must be requested by the buyer prior to placing the order.

We offer an hour of free drawing time for custom designs, after which charges will apply.

Almost all of our products are delivered fully assembled unless specified otherwise. It is the buyer's responsibility to ensure the item fits through the full route into the final location. The buyer should confirm with Konk before placing an order if an item can be disassembled, should this be required. Konk may need to charge for any additional costs involved in disassembling an item and/or any fees charged by the courier to deliver and reassemble the item on-site. If delivery is attempted and the item does not fit, all costs incurred by Konk and the courier company will be passed onto the buyer (this includes failed delivery charges, re-delivery costs, disassembly/reassembly costs, alterations to the design etc).

All of our products are going to be quite heavy! (More than likely, very heavy!) If weight is going to be an issue, this must be raised by the buyer before placing the order.

We recommend that all items of shelving, cabinets, drawers etc. should be fixed to a wall for safety. Konk will assume that a buyer will be sourcing their own fixings unless otherwise specified. If a customer requires fixings or holes pre-drilling this must be requested before the order is placed. The buyer is responsible for any item(s) left free-standing and not secured, as this would be done so at their own risk.

In the circumstance that an item is to be fixed to a wall, floor, or similar, it is the buyer's responsibility to check the suitability of their property, wall type, etc. Konk will not be held responsible for damages caused to the customer's property in the process, or as a result, of attaching any furniture to a wall, floor etc. We would recommend the customer always use an experienced tradesman and seek advice if they require Konk to include specific fixings.

Never climb or hang from your furniture. Always place/store heavier items at the bottom of the piece to avoid it becoming top-heavy.

## Payments and Pricing

We may offer the buyer the option to pay a 30% deposit in order to place their order(s). This option will only be available to buyers who contact us directly via email ([hello@konkfurniture.com](mailto:hello@konkfurniture.com)) and is done so at the discretion of Konk.

The balance must be paid in full and received by Konk before 14:00 on the working day before the scheduled delivery. Should the original delivery date offer be delayed/rescheduled by the customer, Konk will request the balance payment at the end of the lead time for the order.

Should the payment not be received prior to 14:00 on the working day before the scheduled delivery, Konk reserves the right to contact the couriers and cancel a scheduled delivery. All storage fees, cancellation fees and any additional delivery charges that occurred as a result of late payment will be charged to the buyer. All incurred charges must be paid before 14:00 on the working day before the new scheduled delivery.

All prices include VAT unless specified otherwise.

Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, product shipping charges, delivery estimates and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information is inaccurate at any time without prior notice (including after you have submitted your order).

Quotes given by Konk will remain valid for 30 days, after this time we reserve the right to change prices accordingly in line with the current material/manufacturing costs and existing listing prices. Prices are subject to change without advanced warning.

## Delivery and Lead Times

Nearly all items are made to order. These items will be made to our current estimated lead time stated on the "Delivery/Lead Time" section of the website at the time that the payment or deposit is received ([www.konkfurniture.com/delivery](http://www.konkfurniture.com/delivery)). The lead time is reviewed weekly and can increase or decrease without warning. The buyer should always check the current lead time at the time of placing an order in case there has been a change.

Items made in exception to our standard lead time (stated on the "Delivery/Lead Time" section of [www.konkfurniture.com/delivery](http://www.konkfurniture.com/delivery)) will have their own lead time noted on the product listing. For example, products listed on Ready To Ship and Kitchenware.

We will always endeavour to complete orders within the estimated lead time, however, due to the nature of the orders and how they are made, delays may occur. Should an item(s) be delayed for any reason, we are unable to cover losses, accept returns, offer refunds, reimbursements, discounts or compensation.

We will not be subject to any subsequent arbitrary delivery dates requested/insisted upon by the buyer as a result of changes to the lead time at the point that the order is placed or any delays to the estimated lead time.

The initial delivery date will usually be offered on a working day (usually Tuesday-Thursday) within the following two weeks of the orders expected completion date (or end of the lead time). The buyer must allow for the estimated two-week delivery time frame at the end of Konk's advised lead time.

Should the customer wish to cancel, reschedule or delay their agreed delivery they should contact both Konk and the courier, giving at least two working days notice. Failure to give notice will be classed as a failed delivery and the buyer will be liable for the full costs of the subsequent rescheduled delivery. Delayed deliveries will also incur storage charges.

Should the buyer not accept the initial delivery date offered, any subsequent delays are the responsibility of the buyer. Zoof Ltd has limited availability and may not be able to offer a new delivery date within the typical two-week time frame. If the delay to the delivery results in Konk storing an item that has begun being made or is finished, Konk reserves the right to charge for any reasonable storage costs.

It is the buyer's responsibility to accurately provide all information regarding the delivery of the item(s). Couriers work with set prices and we reserve the right to pass on costs incurred due to withheld information. Konk should always be notified if the delivery involves any of the following:

- Delivery to a remote UK mainland location
- Delivery to a postcode noted as having a surcharge and not qualifying for free delivery as stated on the "Delivery/Lead Time" section of the website ([www.konkfurniture.com/delivery](http://www.konkfurniture.com/delivery))
- Delivery to/through a difficult or awkward location (for example narrow/tight spaces)
- An item being lifted over any obstacle over 50cm in height (for example a garden fence)
- A long-distance delivery route (that requires walking for more than 15 minutes)
- Delivery that will require an item to be carried upstairs
- Where the item would need to be assembled on-site in order to fit

It is the buyer's responsibility to ensure the item(s) ordered can be manoeuvred easily from the delivery van and into their desired location. All doors, narrow passages, corridors, bends, lift doors and stairwells etc should be considered fully.

The delivery team reserves the right to refuse to deliver an item should they feel the customer's request is unsuitable or unsafe. Konk will not be held responsible for any item(s) which cannot be delivered as a result. The attempt would be classed as a failed delivery.

Failed deliveries will be returned to Konk. All redelivery and storage charges will be charged to the buyer. We are unable to cover losses, accept returns, offer refunds, reimbursements, discounts or compensation as a result of a failed delivery.

The buyer should ensure all obstructions are removed from the delivery route before the delivery team arrives. Zoof Ltd is not authorised to handle or move any personal possessions. Any fragile items/fixtures should be protected/relocated prior to the delivery team arriving. (For example, protecting flooring with thick blankets or moving ornaments/furniture that are usually located on the route the delivery team will be expected to take). Please be aware that although Zoof Ltd will take every care when delivering your order, both Zoof Ltd and Konk cannot be held responsible for any damages that occur to your property or possessions whilst the delivery is in process.

Delivery time slots are estimates. The customer should ensure they are available at the delivery location on the agreed date from 7:00-23:00 and ready to receive the order. Should a customer leave the location and therefore be unable to accept the delivery (even if the delivery attempt is made before/after the estimated time slot) then the delivery will be classed as a failed delivery attempt.

Should the delivery team be expected to wait in order to complete a delivery, the buyer will be charged at a rate of £30 for every 30 minutes. Occasionally, it may be requested that additional people are available at the delivery location to help lift an item. If either the workshop or delivery team feels an item is difficult to manoeuvre and/or too heavy, additional assistance may be requested at short notice. It is assumed that any assistants will be strong and able adults who are responsible for their own safety. Should the provided assistance be deemed inadequate or inappropriate to complete the delivery safely, then the delivery team reserves the right to refuse the delivery, in which case the attempted delivery will be classed as a failed delivery.

The delivery team may wear personal protective equipment including steel-capped shoes. This equipment is worn for safety reasons and a customer should not request that it is removed. (The drivers will carry shoe covers in their van.)

The order will be delivered to the delivery address specified by the buyer. The buyer should make sure that they or someone that they have authorized is available on the day to receive the item(s). This person should inspect the goods for quality and/or damages whilst the delivery team is present. We can not be held responsible for problems that may occur at a later date due to the buyer not being present at the time of delivery:

- Should the person be satisfied that the correct order has been received and that they are not damaged they should sign to agree that they have accepted the delivery of the item(s).
- Should the person find a fault or have any queries they should notify the delivery team and contact Konk straight away. The buyer should provide a detailed description in writing, with photographs and/or videos of any areas that are damaged/defective within 7 days of receiving the item.

For some deliveries (for example areas that are outside of the delivery zone for Zoof Ltd), we may need to use a third-party delivery company. The buyer's contact details will be passed to the external courier company so that they can arrange delivery.

Nearly all of our deliveries are organised and completed by our trusted sister company Zoof Ltd. We cannot be held responsible for damages caused by any other external couriers. Should a buyer wish to use their own courier for any part of the item's delivery it would be done so at their own risk. Any resulting damages or issues would be covered by the external couriers terms and conditions and should be raised with the courier directly. Both Konk and Zoof Ltd will inspect items for quality before passing them on to an external company, after this point the item is deemed to be of suitable quality and neither party is responsible for the care of the item(s).

Item(s) may be collected by the buyer or a person/company that is authorised to do so from our Bristol-based workshop. All collections must be agreed in advance and scheduled within our opening hours. The item(s) will only be given to the authorised collector once the full payment for the order has been received. It is the buyer's responsibility to provide all contact details for the parties involved should the collection be completed by an authorised representative.

Deliveries are typically completed by a two-man team and items are delivered without packaging. The delivery team has reusable packaging within their van. Should you wish for your item(s) to be packaged, this must be stated prior to ordering so that packaging costs can be calculated and invoiced for.

## Definitions

"Buyer", "Customer", "Client", "You" means the person(s), firm or company who agrees to purchase the good's from the seller.

"Seller", "We", "Our", "Konk" means Konk Furniture Ltd

"Item", "Product", "Design", "Piece", "Order", "Furniture" means all/any goods/services purchased by the buyer from Konk Furniture Ltd.

"Bespoke" means items specifically made to a buyer's specification and not available to purchase directly from the website (including archetypal designs in sizes not available on the website).

"Archetypal" means items available to purchase directly via the website.

"Website" means the website and any other URLs that relate to [www.konkfurniture.com](http://www.konkfurniture.com)

## Warranty

In the unlikely event that a problem may arise with an item, Konk will arrange for a repair or a replacement. All orders are covered by a 6-month warranty from the date that the item is delivered. The warranty covers the buyer against defective materials and workmanship. All warranty claims must be sent in writing to Konk with photographic evidence of the defect within the warranty period ([hello@konkfurniture.com](mailto:hello@konkfurniture.com)).

Konk will assess all claims, check if the claim falls under the terms of the warranty and determine if the piece needs repairing or replacing:

- Should the item need repairing, Konk will decide if the item can be repaired on-site by a trained member of Zoof Ltd or if the item would need to be returned back to the workshop. If the item does need repairing in the workshop, Konk will not be responsible for offering a replacement item(s) during the interim period.
- Should the item need replacing, the defective product will be collected when the replacement is delivered.

We will aim to offer all repairs and replacements as soon as reasonably possible. Items returned to our workshop for repair or replacements will usually require 2 weeks with our workshop team (subject to stock availability and the design of the item). Delivery will then be arranged shortly after this, typically within two weeks.

Repairs carried out on-site are subject to the availability of Zoof Ltd, however, they aim to offer a date for the repair within 3 weeks of being notified that an item is in need of repair (subject to stock availability and the design of the item). On-site repairs may require that the customer applies an additional coat of oil within 4-6 hours of the team's departure.

Our warranty does not cover defects or damage that arise as a result of:

- Fair wear and tear
- Misuse (including failure to follow the information provided in the Care Guide [www.konkfurniture.com/care-guide](http://www.konkfurniture.com/care-guide), written/oral instructions regarding the care/use/storage of the item by Konk and Zoof Ltd.)
- Damage caused by moving, negligence or willful damage
- Problems as a result of the environment the item has been stored in
- Natural movement of the wood
- Bespoke items that were not prototyped or tested

Natural variation in colour/grain and natural features occurring in the wood and steel are not considered defects.

We always recommend using coasters and placemats to protect the surface of the item(s). Damage as a result of wet/damp or hot products being placed directly on the surface of an item would be considered a result of misuse. The customer would be responsible for any costs involved in the repair.

Wood is a natural material that will move seasonally and will react to humidity in the air and the air temperature(s) it is stored in. This can cause the wood to expand/contract by a few millimetres, cause small gaps in the joints and/or cause shakes to open in the wood. This movement is natural and is not considered a defect.

If any alterations have been made by a person/company not endorsed categorically by Konk, the warranty will be deemed void.