

## **Terms and Conditions**

Please read the terms in full before you use this Website. If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

These terms and conditions apply to online transactions only and do not apply to any purchases made at exhibitions or in store.

## **DISCLAIMER**

We take all reasonable steps to ensure that the information on this Website is correct. However, we do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

## **1. Definitions**

- 1.1 “Buyer” means the person who buys or agrees to buy the goods from the Company.
- 1.2 “Terms and Conditions” means the terms and conditions of sale set out on this website and any special terms and conditions agreed in writing by the Company.
- 1.3 “Delivery Date” means the date specified by the Company when the goods are to be delivered.
- 1.4 “Goods” means the articles which the Buyer agrees to buy from the Company.
- 1.5 “Price” means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6 “Company” means Teme Valley Adjustable Beds & Recliners Ltd (registered in England under number 4535640).

## **2. Terms & Conditions Applicable**

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director of the Company.

## **3. Price and Payment**

- 3.1 Prices shown on the website are exclusive of VAT which shall be due at the rate ruling on the date of the Company sales contract.
- 3.2 Full payment of the price and VAT (unless a VAT zero rated price is applicable) shall be made to the Company to enable to process to order.
- 3.3 Payment methods include debit or credit cards (most cards accepted), or by bank transfer (details will be provided on request). If using a debit/ credit card, then the delivery address must match the address registered to the debit/credit card. Teme Valley Adjustable Beds & Recliners Ltd do not accept any responsibility for cash sent in the post and strongly recommend that you do NOT use this method of payment.
- 3.4 If for any reason any payment is refused after we have dispatched any product we will have the right to request the payment from you or recover the relevant product(s) from you. We may charge you for our costs in recovering the product(s) or seeking further payment.

## **4. The Goods**

We have made every effort to display as accurately as possible the colours of our products that appear on the website. Colour images are a ‘likeness to the colour’. However, as the colours you see will also depend on your monitor, we cannot guarantee that your monitor’s display of any colour will accurately reflect the colour of the product on delivery.

The description of the goods will be as specified within the sales contract and it is the Buyer’s responsibility to check that the Goods specified are as the Buyer intended to order. The Company may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.

All sizes given are approximate and the Buyer should satisfy them self that the goods will fit into the delivery address. The normal bed and mattress sizes (i.e. 3’ Single, 4’6” Double and 5’King) refer to the sleeping surface only and the Buyer should check the overall dimensions given for each product. Adjustable beds will have the approximate length of 6’6”.

There may be certain items included in the illustration of a product which are not part of the product and are not included in the product description and are not part of the order (i.e. bedside tables, bedcovers)

If you wish to purchase more than 1 adjustable bed, then we might insist giving an in-home demonstration of the required bed. This is to avoid misuse of distance selling. This would be a free no-obligation service and terms and conditions would differ from the terms and conditions on this website.

## **5. Warranties and Liabilities**

5.1 The Company warrants that the Goods will correspond with their specification at the time of delivery. Beds and Mattresses are guaranteed for normal usage for a period of 12 months from the date of purchase. In case of a replacement product, we will endeavour to provide an equivalent product but reserve the right to substitute an alternative product to the nearest quality.

This warranty only applies to claims in respect of manufacturing defects that have an adverse affect on use. It does not include damage resulting from improper or abnormal use e.g.

- Misuse or wrong treatment or incorrect use
- Wear or discolouration of ticking and threads
- An insufficiently ventilated or damp room
- A badly ventilated or unsuitable base
- Urine, bloodstained or accidental soiling
- Excessive wear and tear
- when the product has been tampered with by a third party or interventions by non-authorized personal.

5.2 Small/minor items, e.g. light bulbs, batteries etc or items which were free of charge with the sale, do not fall under the warrantee.

5.3 Under the terms of this warranty, depreciation due to the use of the product will be taken into account. In the event of a fault or manufacturing defect within the 12 months of delivery we will repair or replace the goods. Postage/ courier charge will be applicable. In case of a home visit – inspection of goods - a call out charge will be applicable.

5.4 The Company will be under no liability to repair or to replace a product in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's written approval.

5.5 The Company shall not be bound by any written or oral description or representation made by any of its employees or agents (other than any description or representation contained in printed material produced by the Company and given to the Buyer) and no such description or representation shall give rise to rights or claims of any kind.

5.6 No representation is made that the Goods will provide any particular medical or health benefit to the Buyer.

5.7 If any of a Teme Valley product is moved from where it was first delivered and installed, then the guarantee becomes invalid, unless the moving to a new location has been carried out by Teme Valley Beds or an authorised agent acting on behalf of Teme Valley Beds; please phone Teme Valley Beds for a quote.

5.8 This Warranty is only valid for products delivered and remain in mainland UK.

5.9 The Warranty is from the date of delivery.

## **6. Delivery and Installation**

Delivery of the Goods shall be made to the Buyer's address on the arranged delivery date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

Delivery time: 1 - 6 weeks. Delivery is Monday till Friday only.

Teme Valley Adjustable Beds & Recliners Ltd is unable to hold goods for Buyers. When goods are ready for delivery, but you are unable to take delivery within 3 weeks after we have informed you, then a non- refundable holding fee of £30 per week will be chargeable.

Delivery is to UK mainland only. A charge of £55 is made for delivery of your goods in mainland UK within a 175 mile radius of our postcode SY7 9PX. If you wish your order to be delivered outside the 175 mile radius we will be happy to provide you with a personal delivery quotation.

We can install the product for free at the time of delivery on the condition that there is sufficient access to handle the products without causing damage, and that the area you want the furniture placed is cleared. The delivery team will unpack your furniture, install it in the room of your choice and can remove all packing material from your home. If there is not sufficient/ no easy access, then delivery will be 'front door only' and it will be the Buyer's responsibility to assemble the Goods. Teme Valley Adjustable Beds & Recliners Ltd will not be held responsible for any damage incurred due to inadequate access.

Delivery will only be made to the delivery address specified on the original order. If this delivery is a business address, then we will deliver to that business address at your request, but stress that if instructed to do so, the card used in the transaction must be officially registered to that address. Also you are agreeing that anyone situated at your business

address has your written authority to accept goods on your behalf. We will accept no responsibility for goods once they have been delivered to and signed for at the requested address.

Delivery will be deemed to have taken place when the Goods have been delivered to the agreed address. Teme Valley Adjustable beds & Recliners Ltd do not need to satisfy themselves that the person accepting delivery at the agreed address is authorised by the Buyer to accept the Goods.

If delivery to the agreed address entails parking charges/ congestion charge, then this will be added to the delivery charge.

Where the Goods cannot be delivered on the day arranged due to the fault of the buyer, Teme Valley Adjustable Beds & Recliners Ltd retains the right to charge a further £55 (or more if the delivery address is outside the 175 miles radius of SY7 9PX) for "re-delivery" to cover costs incurred.

Unfortunately, we are not able to take away your old furniture.

## **7. Risk and Property.**

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods.

## **8. Proper Law of Contract**

This contract is subject to the law of England and Wales

## **9. Notice of Cancellation Rights**

We want you to be happy with your purchase. If you're not, under the Distance Selling Regulations, if you buy online your consumer rights entitle you to a full refund (excluding delivery charges) if you request one in writing within 7 working days of receipt, providing the product is returned in its original packaging, in 'as new' condition. All returns carriage costs will be borne by you the sender.

We adhere to the Consumer Protection (Distance Selling) Regulations 2000 No. 2334.

This cancellation right only applies to the customer's order that has:

- 1) not been custom made to the customer's specification or
- 2) not been examined in one of our showrooms/ on our stand display at an exhibition.

Please take note of the items which are non-returnable (as described below).

Distance selling regulations do not apply to any beds once they have been assembled and mattresses if they have been unsealed. Due to their intimate nature any beds or mattresses, toppers, pillows, duvets etc. that have been unsealed will be deemed used for health and safety reason, and they cannot be returned. Custom made products (e.g. when ordering, you indicate a special height to the top of the mattress) are not subject to the cooling off period, and you will not be able to cancel the order once it has been processed.

We do not sell from stock and when goods on your order are made specifically to your specifications and or personalised, then it will not be possible to cancel and return the goods. It is important that you appreciate and understand that this order is a legally binding contract. Your statutory rights are unaffected.

We recommend that you make full use of our sales team for advice prior to purchase. If goods arrive in a damaged or faulty condition you must inform us within 24 hours. We shall arrange collection of the goods (other than used goods) and will replace the goods at no extra charge. The buyer must retain the Goods and take goods care of them until they are collected by Teme Valley Adjustable Beds & Recliners Ltd or their agents. The goods must be returned in its original packaging, in 'as new' condition.

If after delivery the goods are moved to a new address these terms & conditions are null and void unless installed and moved by Teme Valley Adjustable Beds & Recliners Ltd .

## **10. Returns policy**

It is the Buyer's responsibility to return the items, at the Buyer's cost, to our warehouse in good condition and with the original packaging; however Teme Valley Adjustable Beds & Recliners Ltd recognise that many customers do not have

the means to do this, and we can provide a collection service at a fee of £145.00. Collections take place during normal business hours (Monday to Friday). The collection charge will be deducted from the refund value.

Note: Due to their intimate nature any beds or mattresses, toppers, pillows, duvets, that have been unsealed will be deemed used for health and safety reason. Therefore they cannot be returned for any reason other than manufacturing fault.

Returned/ collected goods: If we discover that a product you have returned to us on the basis that it was damaged or faulty is not in fact damaged or faulty, we may: return it to you and no refund will be made.

If you make available returned products to us in a soiled or damaged state, we may refuse to collect or take away those products.

Following collection or return, should Goods be found to be damaged (not in their original condition) and the damage is not the result of our actions or negligence, Teme Valley Adjustable Beds & Recliners Ltd will deduct a reasonable amount from the refund to cover such damage (such amount not to exceed the price of the Goods). We reserve the right to re-deliver those products to you and/or to require payment in full from you for those products and you hereby authorise us to collect all sums required for us to effect payment in full using the debit/credit card details provided to us at the time of placing your order.

Should the Goods not be adequately packaged at the time of collection then they will not be collected and Teme Valley Adjustable Beds & Recliners Ltd retain the right to charge a further £145.00 for re-collection' to cover costs incurred. The re-collection charge will be deducted from the refund value.

No refund shall be made until the Goods have been collected/returned and inspection made as to their condition. All refunds will be processed within 30 days after receipt of goods.

Whilst we make every effort to collect your returns on the day specified, we cannot guarantee collection on that day, or accept liability for collection not made within this time-scale. We cannot accept liability for out of pocket expenses or other costs incurred due to failed or delayed collections.

Goods, other than faulty goods may not be returned after 7 days. After acceptance of the Goods the buyer shall further not be entitled to reject Goods which are not in accordance with the contract, 7 days after delivery.

If for any reason we would agree to accept goods back into stock they are subject to a £150.00 re-stocking fee.

### **11. Non-Acceptance of orders by us**

11.1 We can refuse to accept or fulfil any order in our absolute discretion, including, without limitation, if

11.1.1 there is a pricing or description error when the order is placed which is obvious and unmistakable and could have reasonably been recognised as a mis-pricing;

11.1.2 your payment is refused;

11.1.3 we do not have sufficient stock to deliver the product you have ordered;

11.1.4 we do not deliver to the area in which your delivery address is located; and/or

11.1.5 it is not possible or practical for us to deliver to, or we have any other concerns with, the delivery address that you have given us.

11.2 If we refuse to accept an order in accordance with this Clause 11, we will not be obliged to offer any compensation for loss or disappointment suffered by you.

Teme Valley Adjustable Beds & Recliners Ltd retains the right to investigate any order placed on this website that it suspects to be fraudulent, any such order will not be delivered until it is proven that the order is bona fide. Should Teme Valley Adjustable Beds & Recliners Ltd be unable to prove that an order is bona fide or to contact the Buyer, then the monies will be refunded to the original card used to place the order and the order will be cancelled.

### **12. Remedies of the Buyer**

Where the buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Company to supply Goods which conform to the contract of sale.