Terms & Information

GENERAL TERMS

Lead times are estimated to the best of our ability and advice from manufacturers. In the event of these changing will we do our best to contact you at the earliest convenience to advise you. Please allow slightly longer response and lead times during public holidays.

Items out of stock with manufacturers and material shortages can cause additional delays, we will contact you as soon as we are aware of these instances.

Expect items with handles, legs, feet and castors to require self-assembly unless otherwise specified or assembly selected. This also includes the joining of sectional wardrobes and units.

Unless an item is stated as in stock on our website the item would have been commissioned for a supplier to make especially for you, so therefore these items would fall outside of the Consumer Contracts Regulations.

Items with choice of colour, size or material are always made to order and cannot be returned unless reported and verified as damaged or faulty within 7 days of purchase. To clarify these are items which we do not hold in stock, which have been customised specifically for you. Typical examples are when you select a fabric or leather, wood finish, specific feet or specific dimensions

As most of our furniture is made to order as per the options you select when purchasing. Please make sure you check all your choices as returns of these items where ordering mistakes have been made cannot be authorised. Further details can be found in the Returns section of these terms.

PRODUCT DETAILS

Colours, textures and patterns on our website are a guide, actual products may have slight shade difference or parts of pattern not noticeable on our website. The device you view items on can also have an effect on this. We want you to be satisfied with your item so please contact us for more detailed information should you require it.
Sizes are approximate and are forwarded to you in good faith from our suppliers. Soft filled items can vary the most from the sizes given. If you require more detailed/specific information, you must contact us before placing your order.

PRICE AND PAYMENT

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures once your order has been received, but in the unlikely event that we have incorrectly priced an item, we reserve the right not to enter into a contract to supply goods that have been incorrectly priced, in which case you will be notified by email that we are unable to meet your order. We will then offer you the opportunity to cancel for a full refund or possibly the option to pay the correct price and retain the order.

In addition to the price of the products, you will have to pay a delivery charge per order. In cases where we are awaiting some goods to come into stock to complete your order, we will hold all items on that order until we are able to deliver your completed order at one time. If you wish to have a separate delivery consisting of in stock items please place separate orders, however you will incur additional delivery charges.

Payment must be made upon the submission of your order, allowing us to allocate stock to you or commission your order for manufacturing. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes VAT (where applicable).

Payment for all products must be made by the methods advertised as available on the website at the time of your order.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

When you make a purchase, you agree that:

- you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- the information provided in your order is accurate and complete;
- you will be able to accept delivery of the products;
- you are resident in England, Wales or Scotland;
- you are at least 18 years of age.

RETURNS, REFUNDS REPLACEMENTS AND YOUR RIGHT TO CANCEL

Can i cancel my order before delivery?

ITEMS ORDERED FROM STOCK:
If the item you ordered was from our held stock you can cancel your order up to 3 days before its scheduled delivery, for a full refund.
If however you cancel your order within 3 days of its scheduled delivery, we reserve the right to charge you for a failed delivery charge.

MADE TO ORDER, SPECIAL ORDER OR NON-STOCKED ITEMS:
If the item you have ordered is not from our held stock (Items would state in stock on the website if from held stock), we would have commissioned a supplier to make the item especially for you, so therefore falls outside of the Consumer Contracts Regulations
In these circumstances we will do our absolute best to cancel the order with the supplier but if we are unable to do so (because the item has already gone into production etc), you will be required to forfeit a minimum of 50% of the cancellation order value, to cover the costs borne by the company.

Can i return my order after delivery?

ITEMS ORDERED FROM STOCK:
If the item you ordered falls within the Consumer Contracts Regulations, you can return your item within 14 days of it being delivered, for a full refund (excluding the delivery &/or assembly charge). See how to return an item section below.

BESPOKE ITEMS, MADE TO ORDER, SPECIAL ORDER OR NON-STOCKED ITEMS:
If the item you have ordered is not from our held stock (Items would state in stock on the website if from held stock), we would have commissioned a supplier to make the item especially for you, so therefore falls outside of the Consumer Contracts Regulations.

In these circumstances, if we did decide to allow a return of a non faulty item, cancellation will be charged at min 50% of the Total Order Value (excluding the delivery &/or assembly charge), to cover the costs borne by the company. See how to return an item section below.
For health & hygiene reasons we are not able to accept returns on the following items, unless unopened & sealed in original packaging (or faulty) :– Mattresses, Mattress Toppers or Protectors, Duvets & Pillows

REFUNDS OF RETURNED ITEMS
Upon receipt of your goods and after inspection to ensure they are in perfect condition, we will process your refund as soon as possible but no later than within 14 days.
For further information, please contact our Customer Services team and they will be happy to assist you, on sales@furiture-plus-flooring.co.uk

HOW TO RETURN AN ITEM
Please notify us as soon as possible if you wish to return an item, you must do this within 7 days for faulty goods and within 14 days for goods under the Consumer Contracts Regulations. Items returned under the Consumer Contracts Regulations for distance selling must be returned in the same condition in which you received them. Items must be returned in their original packaging and in re-saleable as new condition.
In all cases, returns of non-faulty goods will incur a cost to the consumer of returning the goods. There may be an option for our local delivery team to collect the item for a reasonable cost. This would ensure the item is returned safely, especially when original packaging is not available.
Please be mindful that until the product is safely returned to us it is your responsibility to ensure it stays in perfect condition. Returned items will be fully checked and photographed on return. Any items that are received by us in a damaged condition will not be eligible for return or refund, and any such items will be returned to you.

REPACKING YOUR ITEM
Please repack your items in their original packaging you received them and return to the address provided to you at time of notifying us. Please include your name, contact details, order number & reason for return in the packaging.
If you received our local delivery service with unpacking and disposal of packaging and therefore were not left the original packaging, you must provide suitable and safe packaging for the transportation of your goods. If you have any queries or concerns with this, you must contact us to discuss a suitable way to proceed with the return.
In all cases, returns of non-faulty goods will incur a cost to the consumer of returning the goods. There may be an option for our local delivery team to collect the item for a reasonable cost. This would ensure the item is returned safely, especially when original packaging is not available.

REPLACEMENTS
We will replace damaged items as soon as possible, However replacements can take as long as the original order.
We will collect the damaged/faulty items at the point of delivery of the replacement items. We will pay all delivery costs involved in replacing the damaged item and the quick replacement of items will be our priority. However, we will not be liable for any loses, costs incurred or consequential loss resulting from a replacement delivery being necessary, including (without limitation) time being taken from work to await replacement items.
Damaged/faulty items will be classed as individual items and will be replaced as such. In no way will damage/faults to individual items class the whole consignment as damaged/fauly or entitle you to a free return of the whole order.

Items awaiting replacement should be kept in a safe and in a suitable location as not to allow further damage. Should this not be adhered to we reserve the right to replace the item.
To minimise damage please always be extremely careful when unpacking items and for larger items at least 2 people should be used to unpack and move them.

STATUTORY RIGHTS

Nothing in these terms of sale affects your statutory rights (including your right to receive a refund in respect of any defective product we sell to you).

Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you as soon as possible, using the same method originally used by you to pay for your purchase.

Limited warranties

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

All goods supplied by us come with a manufacturer's warranty of 12 months. We shall provide you with any information as is required to claim under the manufacturer's warranties and this may include you providing photographic evidence of the fault. In the event of a claim, you should first contact our customer service department.

We do not provide any warranty cover against defects in our own right. Except where the Buyer acts as a Consumer all other warranties, conditions and terms relating to fitness for purpose, satisfactory quality or conditions of the products whether implied by statute or common law or otherwise are excluded to the fullest extent of the law.

In so far as is permitted by law, our only liability to you under these terms and conditions will be, at our sole discretion, to make good any shortage or non-delivery, to replace or repair any goods which are received by you in a damaged or defective state or to refund to you any sums actually paid by you for the goods in question. We will not be liable to you for any indirect or consequential loss or damage arising out of any problem you notify to us and will have no liability to you for any failure or delay in delivering goods or any damage or defect in goods delivered which is caused by any event or circumstance which is beyond our reasonable control.

Nothing in this Clause affects your statutory rights as a consumer.

Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit or exclude any liability of a party under Section 12, 13, 14 or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987; (d) limit any liability of a party in any way that is not permitted under applicable law; or (e) exclude any liability of

a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms of sale: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or series of events beyond our reasonable control.

We will not be liable to you in respect of any losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

General terms
We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy; use of our website will be subject to our website terms and conditions.

Contracts under these terms and conditions may only be varied by an instrument in writing signed by both you and us. We may revise these terms and conditions from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms and conditions, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms and conditions.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time - providing such action does not serve to reduce the guarantees benefiting you under these terms and conditions.

Each contract under these terms and conditions is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The rights of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

These terms and conditions contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms and

conditions have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms and conditions will be governed by and construed in accordance with English law, and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.