

FRANCIS

OF MALVERN

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Terms and Conditions of Sale

1. Your Order

1.1 You should ensure that the items detailed on your order form are correct and they meet your exact requirements as once we have accepted your order and confirmed it for supply it may not be possible to amend your order afterwards.

1.2 Be-spoke orders are made specifically for you, once payment is taken, no changes to the order or cancellation may be made. It is therefore very important that you check your measurements prior to payment.

1.3 You will not have the right to cancel your order unless we in our absolute discretion give our consent. A fee of 50% of purchase price will be payable to cover our incurred costs.

1.4 It is your responsibility to measure carefully so that your furniture will fit into the room that it is intended for and that it will also fit through any passages, stairwells, landings and doorways on the way. Access can sometimes be difficult and if our delivery crew cannot safely deliver an item, then it is likely that a door or window may need to be removed or the services of a technician or contractor required. We may be able to advise the best course of action or even arrange this for you, but please note a charge will apply. Some of our suppliers may deliver or install your furniture on our behalf directly into your home, please ensure that rooms and access are clear as per the relevant installation guidelines.

2. Payment

2.1 At the point of purchase a 50% deposit will be required, and the balance should be settled before delivery or on receipt of an invoice for a flooring or carpet order.

2.2 Payment in full will be required for bespoke ordered items.

2.3 Goods remain the property of Francis of Malvern Ltd until paid for in full.

3. Delivery/Fitting

3.1 Delivery/Fitting dates are given in good faith and are approximate at the time of placing your order.

3.2 Our fitting/delivery teams will do their best to complete your order even if it exceeds the expected time allocation. If this is not possible we will complete the work at the next time convenient to both parties.

3.3 Francis of Malvern Ltd cannot be held liable for any delays beyond our control and therefore cannot accept liability for consequential loss.

3.4 Our fitting/delivery teams undertake to carry out their work with skill and care. It is your responsibility to take adequate measures to protect your home and fittings. We do not accept liability for any repair work, except where clearly proven damage or negligence has been caused by our fitting/delivery teams. For deliveries please ensure that passageways are clear and sufficient space is made available for fitting wherever possible.

3.5 For a flooring/carpet fit, doors may need to be trimmed to allow clearance, as stated on written estimates. This is not part of the fitting work unless this has been specifically agreed. Fitters may remove doors to facilitate fitting, please note that you will be responsible for re-hanging or trimming as required. If you require our fitters to trim any doors there will be a charge. Please note that this with the exception of fire doors which remain the responsibility of you as the owner.

3.6 For a flooring/carpet fit moving of furniture is possible but chargeable. If you wish our fitters to move electrical appliances, this is possible but please ensure that all wires are unplugged and plumbing made safe beforehand. We do not accept any liability for damage to these electrical items as a result of being moved in the fitting process.

3.7 Imported product lead times may vary according to demand.

3.8 As our limited storage facilities are for transit purposes only, we will endeavour to deliver your order to you as swiftly as possible usually no later than 7 days after it becomes available.

3.9 We reserve the right to charge for delivery/fitting. We will commit to either an am or pm delivery/fitting according to our delivery route planner.

4. Guarantee:

4.1 The product purchased should be of merchandisable quality when it is delivered to you. If you have any concerns about quality, please do not hesitate to contact us.

4.2 Many of our products are made from natural materials, please be aware that colour variations may occur.

4.3 Our general guarantee is twelve months. Included within this arrangement, many of our manufacturers offer extended warranties or guarantees beyond this period. Please retain any manufacturers' warranty/guaranty.

5. Clearance Product:

5.1 Clearance items are sold as seen and cannot be returned or exchanged once payment has been taken.

5.2 Clearance items are not covered by our general guarantee, however they may still be covered by the manufacturers' warranty/guarantee..

6. Recycling

6.1 Unsoiled mattresses only can be accepted for recycling.

7.0 Returns and Exchange

7.1 You can return or exchange unwanted items in their original packaging, for a full refund within 35 days of purchase with a valid receipt. Used mattresses cannot be returned or exchanged.

7.2 We reserve the right to charge a 20% handling fee. A £50 fee is payable for collection of furniture or beds.

7.3 If your receipt has expired or has been lost, we will offer you a credit note or exchange to the value of the last known selling price. Please note items must be returned in a re-saleable condition.

Please contact your sales consultant if you have any queries regarding the above information.

Your statutory rights are not affected.

By placing an order with us you are deemed to have accepted our trading terms and conditions.