

TERMS & CONDITIONS

Any sales made in store or via our website will be subject to these Terms & Conditions (and any terms stipulated by a manufacturer within their own product care guides). Please read through carefully and only complete your purchase if you agree to these T&C's.



General

1. All goods sold are subject to these terms and conditions of sale. No addition, alteration, variation or waiver of any term of these conditions of sale shall be binding unless agreed in writing with the parties. The customer shall be deemed to have agreed to these conditions in relation to any transaction between the two parties.
2. Sealy brand only available for sale within the UK and Eire market due to license restrictions.
3. No customer terms and conditions of purchase or no other warranties, standards, specifications and other matters whether written or oral, express or implied, shall form part or deemed to be incorporated into this contract unless agreed in writing by an authorised officer of each party.
4. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
5. Simply Beds Sussex reserves the right to change the terms and conditions from time to time.
6. Nothing in these terms and conditions shall affect the statutory rights of the consumer.
7. These conditions of sale shall be governed by and construed in accordance with English law and each party agree to submit to the exclusive jurisdiction of the English courts.

Orders

8. The customer shall be responsible for ensuring the accuracy of all details provided when completing the order. Simply Beds Sussex is not obliged to accept the order unless all details requested on the order form have been completed correctly.
9. **It is your responsibility to ensure the items purchased will fit into your property before placing an order and that there is safe access to the room of choice.** If any items cannot be delivered into a property or room, due to access issues, they will remain the property of the customer.
10. Ordering: Your order will be delivered by a courier of our choice. All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available.
11. Simply Beds Sussex is entitled to refuse any customer orders and will not be required to provide an explanation.

Delivery

12. The goods will be delivered to the customer at the address provided.
13. Delivery is limited to within the United Kingdom mainland (unless agreed in writing otherwise).
14. Goods are normally dispatched as per lead times acknowledged when placing items into your basket.
15. In the event that you miss your delivery, you will need to liaise with the courier regarding re-delivery or collection. If there are any re-delivery costs, these would be payable by the customer.
16. The risk in the goods shall pass to the customer on delivery.

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17. Any dates quoted for delivery of the goods are approximate only and Simply Beds Sussex shall not be liable for any delay in delivery of the goods however caused.
18. Should there be a fault with the goods, you should specify this on the dispatch note. If the fault is covered by our guarantee the goods will be replaced by us.

Payment

19. Payments for customer orders can be made by either credit or debit card. By placing a customer order, you, the customer consents to the payment being charged on the card details provided. We accept major credit and debit cards including Visa, Visa Delta, Mastercard & American Express.

Description of Goods

20. Simply Beds Sussex has taken all reasonable care to ensure that all details, descriptions and prices of products appearing on the website have been fairly represented and described. However, the illustrations are for representative purposes only and the products may differ slightly from the images shown.
21. Simply Beds Sussex reserves the right to substitute products of a similar description and of at least the same quality if the requested goods are not available. In this unlikely event the customer will be entitled to a full refund within 14 days of receipt of the order, should the substitute product not be acceptable.

Refunds & Cancellations

ONLINE (via the website)

22. If the goods supplied are incorrect, faulty or damaged on delivery we will either exchange the product or supply a full refund. Customers requesting a full refund for items which are not faulty or damaged will have 14 days to do so and shall bare the cost of the courier fee to return the item to us. Items can only be refund if returned to us in the original packaging (undamaged) with any tags or labels intact. In this event please contact us at info@simplybedssussex.co.uk. On receipt of your goods please check to make sure the product is not faulty before use. This does not affect your statutory rights.

IN-STORE (in person)

23. In the interests of hygiene, we are unable to offer a refund on any; mattresses, bedding, bedlinen, pillow, protector, topper, pet bed or blanket, unless the product is faulty. This does not affect your statutory rights.

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Warranties/Guarantees

24. Items covered for malfunction, by a manufacturer as follows:

Bedding, Protectors & Toppers (all brands)	1-year guarantee
CIMC	1-year warranty
Flintshire Furniture	1-year warranty
Harrison Spinks Divans & Headboards	5-year guarantee followed by a 5-year warranty
Harrison Spinks Mattresses	5-year guarantee followed by a 5-year warranty
Kyoto Sofa Beds	1-year warranty
Sealy Divans, Headboards & Mattresses	7-year guarantee
Silentnight Frames, Divans & Headboards	5-year warranty
Silentnight Mattresses	5-year warranty
Simply Beds Sussex Divans & Headboards	1-year warranty
Simply Beds Sussex Mattresses	3-year warranty
Simply Beds Sussex Bed Frames	1-year warranty
Sleepeezee Divans & Headboards	10-year guarantee
Sleepeezee Mattresses	10-year guarantee
Sleepeezee Adjustable Bed Motors	3-year warranty

IMPORTANT: Any item received with a manufacturer's warranty, product guide or care guide (typically mattresses); Further terms & conditions stipulated by such guides from that manufacturer, must be adhered to. We strongly urge customers to read any material received with their product to ensure they are complying fully with manufacturers own terms & conditions - as these are applicable should the customer which to claim a manufacturing fault.

Where If any purchased item from the above list, should malfunction (due to manufacturing fault, not general wear and tear) within the covered period and in-line with any manufacturers own care guide, please send evidence via photos/videos along with description and comments to: info@simplybedssussex.co.uk

Intellectual Property

25. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the website shall remain at all times vested in us or our licensors.

Limitation

26. Simply Beds Sussex shall not in any event be liable for any loss of profit or other indirect or consequential loss or damage howsoever arising.
27. Except as specifically provided in these terms and conditions, Simply Beds Sussex shall be under no liability for any loss or damage whatsoever attributable to any act, default or failure to carry out the contract terms.
28. If the ability of Simply Beds Sussex to perform its obligations is limited, delayed or prevented in whole or part by any reason whatsoever not reasonably within the control of Simply Beds Sussex, then Simply Beds Sussex shall be excused, discharged and released without penalty from performance of the contract to the extent that such performance is so limited, delayed or prevented.