

## **DFS terms and conditions (SPAIN)**

Welcome to the dfsspain.com website terms and conditions for use. These apply to the use of this Website and by accessing this Website and/or placing an order through the Head Office (DFS Direct) Telephone Sales Department, you agree to be bound by the terms and conditions set out below.

This site is owned and operated by DFS Trading Limited (“DFS, we, our, us”). Registered office: 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA. Registered number 01735950 (England and Wales), and its subsidiary DFS SPAIN LTD (DFS, we, our, us) , Registered office: ctra San Pedro del Pinater 81, KM 24 N332. 30730 San Javier Murcia Spain. Email us at [contactus@dfs.co.uk](mailto:contactus@dfs.co.uk)

DFS Trading Limited is authorised and regulated by the UK Financial Conduct Authority in relation to credit broking.

To provide you with the very best service, we may monitor or record our calls for training purposes. Mobile charges may apply when calling the free phone number. Charges may apply if calling from Spain.

### **Amendments**

We aim to constantly improve and develop the DFS website for the benefit of all our customers, to allow this process to take place, we may occasionally:

- Modify or withdraw, temporarily or permanently, this Website (or any part of it) with or without notice; and/or
- Change the Conditions from time to time, and your continued use of the Website (or any part of it) following such change will demonstrate your acceptance of such change.
- Alter or extend promotions at any time.

If DFS is informed of any inaccuracies in the material on the Site we will attempt to correct them as soon as we reasonably can.

### **Damage to your computer**

DFS makes every effort to ensure that this website is free from viruses or defects. However, due to the nature of the Internet, we cannot guarantee that your use of this website won't affect your computer. DFS recommends that you purchase the right firewall and antivirus software to use this and other websites and screen out anything that may damage it. DFS shall not be liable in the very unlikely event that while using this website your computer equipment is damaged.

### **Accuracy of content**

DFS has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. All prices are displayed inclusive of V.A.T. We make every effort to display the colour of the furniture as accurately as possible. But as colour reproduction depends on your computer's monitor, we cannot guarantee that your monitor's display of the colour is accurate to the actual product. To help ensure that you purchase the sofa colour of your choice we will endeavour to send out a sample swatch of your chosen colour.

## Prices

45 years of experience in designing, making and selling sofas means you can always find a dream sofa at a great price at DFS.

Wherever you place your order with DFS, all products made to customers' specifications are on sale at the same price in every store and on-line.

### **Very competitive normal prices**

Our normal price is the non-discount price that a sofa has been offered at, or will be offered at, in the near future.

You can be sure that the normal price is very competitive because we design and make many of our sofas in our own factories in the UK, avoiding the mark-ups of middlemen

Our design and manufacture expertise also helps us to set very competitive normal prices because we use this knowledge when we're comparing the price of our sofas with similar sofas from high street retailers, furniture stores on retail parks and independent stores: we know what a sofa should cost and what goes into making it

### **Extra special prices... for a limited time on!**

Throughout the year, we offer some of our sofas to you at a discount on their normal price

The duration of the discount offer on any sofa is never longer than the time at the normal price

Where the normal price is a future price (usually shown as an after event price) this is the minimum price we intend to charge once the offer has ended. Market forces beyond our control may sometimes mean we may need to increase the normal price

### **Typical High Street Price**

Our Typical High Street Prices are based on our combined experience in design and manufacture allowing us to consider which are the closest equivalent products in terms of design. These have been visually assessed in store by an independent consumer specialist. As all ranges at DFS are exclusive and unique to us the comparable products will not have the exact same design and may differ in other respects, such as the composition of fabric used. To be competitive as possible and give you great value we check prices approximately every 3 months.

The Typical High Street Price is the average price of at least three comparable products. The prices used for comparison may have been promoted prices and were checked by DFS on 05/09/16.

## Before you place an order

If you decide you would like to place an order with DFS by speaking to one of our personal shopping advisors, please have the following information ready as it will help us process your order, however, we will be delighted to answer any queries you may have. Here are some of the most common questions for you to consider:

- Can access be gained easily for the furniture to be delivered? – are the doors wide enough, are there any awkward stairs, lift or passageways
- Will the furniture fit in the room
- Which range are you interested in?
- Which items from the range do you want to order? Please note that if you are thinking of buying extra items such as a footstool or chair at a later date, there may be a slight colour shade variance. It is therefore best to order all the furniture you require at the same time
- What colour would you like the furniture in?
- How would you like to pay for the furniture?

To provide you with the very best service, we may monitor or record our calls for training purposes. We may use third party agencies to help analyse calls to improve customer service.

## Acknowledgement and acceptance of your order

Everything that DFS sells is handmade. As a manufacturer we pride ourselves on being able to make furniture that's perfect for you.

If you place an order with dfs Direct, we will send all your paperwork by 1st class post to arrive within +/- 10 working days.

It is important that you appreciate and understand that this order is a legally binding contract. Your statutory rights, including any cancellation rights, are unaffected.

## Processing your order and delivery dates

You will be informed of the likely approximate length of time until delivery at the point of order (this will be made up of a manufacturing time and transportation time to and within Spain). Once your order is confirmed as available for delivery we will contact you to agree definite arrangements for the date of delivery. Where possible we will deliver on the first available van in your area as we are unable to store your furniture. Every effort is made to see that the approximate delivery date is accurate, but on rare occasions the manufacture of your furniture may be delayed through circumstances beyond our control. We will, of course, make every effort to keep you informed.

If you choose to pay by one of the interest free credit options the approximate delivery time will start once we have received your signed finance documents and sales contract, so please, return this paperwork as soon as possible.

Your swatch box should be despatched in the next day or two, and we'll contact you by email to let you know that your swatch box is on its way. We would also like to keep in touch with you in the future. However, if you only want to know that your swatch box has been despatched, you can unsubscribe by clicking the link in the same email.

## Delivery and installation

A small charge of 69€ is made for our delivery and installation service for deliveries made in mainland Spain, within a 100 km radius by road of any DFS store. If you wish your order to be delivered outside the 100km radius we will be happy to provide you with a personal delivery quotation. Collection from store can also be arranged.

DFS can deliver and fully install your furniture in Ireland and the Netherlands too. For a personal quote, please call +44(0)1977 786153 to speak to a personal shopper or leave your details and we will call you back for free. For goods delivered to EU Member States other than Ireland and the Netherlands, DFS will arrange delivery and complete installation for you with one of our trusted third party delivery providers. Our third party delivery providers regularly deliver to Mainland Spain (outside store delivery areas), Portugal and France. Again, for a personal quote, please call +44(0)1977 786153 to speak to a personal shopper or leave your details and we will call you back for free.

### EU Deliveries

For deliveries to EU Member States excluding DFS SPAIN Ltd store delivery areas, Ireland and the Netherlands, you will be required to enter into a separate contract with one of DFS' trusted third party delivery providers for this delivery service. DFS will deliver your furniture to the third party delivery provider's premises in the UK or Spain, at which point legal title in the furniture will transfer to you. When you purchase your furniture, you also agree to enter into a separate contract with the appointed third party delivery provider who will deliver your furniture from their UK or Spain premises to your chosen delivery address. The appointed delivery provider will make a charge to you for this delivery and installation service. For administrative ease, this payment will be collected by DFS Trading Limited and remitted to the third party delivery provider on your behalf.

## On delivery

On the day of delivery, please ensure that the delivery team can gain easy access to the room that the furniture is going into. Please make sure that the area you want the furniture placed is cleared. Our delivery team will unpack your furniture, install it in the room of your choice and if you wish we will remove all packing materials from your home and recycle wherever possible. Unfortunately, we are not able to take away your old furniture. To make sure you are completely satisfied with your furniture the delivery team will ask you to sign for your furniture after it has been installed.

## Payment

Payment methods include debit or credit cards, Visa, Mastercard, Delta/Connect or Maestro.

Payments can be made electronically by bank transfer, details will be provided on request. DFS do not accept any responsibility for cash sent in the post and strongly recommend that you do NOT use this method of payment.

## Outstanding balances

Before we deliver your products, you must either have settled any outstanding balance or have an Interest free credit repayment contract in place. **Payment can not be taken on delivery.**

To pay any outstanding balance please use the online payment service by clicking [here](#), you will need your order number, email address or telephone number.

Alternatively the remaining balance payments can be paid by visiting your local dfs store, at the latest the day prior to delivery.

## Cancellation Policy

Consumer Contract regulations only apply to your order if the goods have not been custom made to your specification or if you have not examined the product in one of our showrooms. If the Consumer Contract Regulations do apply you can cancel your furniture by notifying us, in writing, before delivery or within 14 working days beginning with the day after the date of delivery.

Should you wish to return the goods it is your responsibility to take good care of the furniture. You are the owner of the furniture once it has been delivered to you and you are liable for any loss or damage. If you request delivery to another EU Member State you will own the furniture when it is delivered to the third party delivery providers' premises, and you are liable for any loss or damage. Failure to take reasonable care may result in a claim against you. To minimise the risk of any such claim we ask that you return the goods in appropriate packaging such as to prevent damage in transit.

Due to their intimate nature, all mattresses will be delivered sealed in clear plastic wrapping that will allow for inspection. Any mattresses that have been unsealed will be deemed as having been used. Therefore they cannot be returned for any reason other than because they are not as described or are not of satisfactory quality.

It is your responsibility to return the items to a (UK or Spanish) DFS delivery point. DFS UK or DFS Spain can arrange collection during normal business hours (Monday to Friday) if requested. In such circumstances a charge of up to 20% of the price of the furniture will be made to cover the cost of collecting the items. This charge will be calculated according to the number of items to be returned, availability of a delivery vehicle, your location and complexity of removal.

## Refunds

Following cancellation of your order any monies paid will be refunded by the method you used to pay us and usually within 14 days.

## **If you are unhappy with how your interest free credit was completed**

Please contact our Customer Services Department by emailing [customer.services@dfs.co.uk](mailto:customer.services@dfs.co.uk)

If we fail to resolve your interest free credit complaint you may be entitled to refer it to the Financial Ombudsman Service and their website address is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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## **If you are unhappy with any aspect of your furniture**

Please contact the store where you placed your order. They will be able to help and if necessary be able to use the dedicated service upholstery team to resolve any issue you might have.

If they fail to resolve the problem to your satisfaction and you would like to speak to somebody else about it, please email our Customer Service Department at [customer.services@dfs.co.uk](mailto:customer.services@dfs.co.uk).

If you remain unhappy after following the process set out above, you may wish to refer it to the Furniture Ombudsman who is an independent organisation that provides Alternative Dispute Resolution services. Our Customer Services Dept will write to you with their contact details or you can email them direct at [info@thefurnitureombudsman.org](mailto:info@thefurnitureombudsman.org)

## **Non-Domestic furniture**

Our sofas have been manufactured to conform with legal requirements for furniture for domestic use. If you intend to use furniture in a commercial property it is your responsibility to ensure that the products purchased meet the standards required for the environment in which they will be used.

## **Your guarantee**

At DFS we are so confident in the quality of our furniture that we offer a 15 year guarantee on all the upholstery we sell.

The guarantee starts from the date of delivery and offers cover against manufacturing defects on the construction of the frame and frame springs. Additionally, for 2 years we offer to visit you in your home to address any problem you may have with your furniture.

We have almost half a century of looking after customers and our expertise is backed by our own fully trained service managers who have the upholstery skills and experience to resolve all issues.

There are some things that aren't covered by your guarantee. For example, deliberate damage - like treating it roughly or not using the right products to maintain it. It also doesn't cover your sofa for use in a workplace or business - only for use in your home.

And, don't forget your 15 year guarantee only belongs to you. So if you sell or give away your sofa, the guarantee ends.

As a consumer you have certain rights regarding defective goods and this guarantee is given in addition to and not in substitution of your statutory rights. This guarantee applies to mainland UK only.

We offer a 2 year guarantee on all occasional, dining and bedroom furniture and all mattresses.

Find out more about our:

- leather service plan
- bedroom and dining service plan
- and our fabric service plan

## Intellectual property

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times with us or licensors. You are permitted to use this material only as expressly authorised by DFS. You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

## Miscellaneous provisions

The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract. Our products are chosen on the basis that they will be used for domestic use. If you are planning to use them for business purposes please make sure that you are covered by the appropriate insurance. Where you decide to use the products in the course of a business, we exclude (to the fullest extent permitted by law) those warranties and conditions relating to fitness for a particular purpose. Our maximum liability to business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by our negligence or in respect of fraud). In relation to business users, we do not accept liability for the fitness of goods for business purposes, nor do we accept liability for loss of use of the item nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition. All our sofa's are suitable for general domestic use only. For commercial use, we do not accept any responsibility or liability for safety standards or compliance unless you have requested, in writing, furniture for use in that environment and we have supplied relevant safety certification.

DFS Trading Limited (and its third party delivery providers) shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party.

If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

## Black Friday Event

Offer valid from November 26th to 2nd December 2019. Offer excludes garden furniture. Promotion not combinable with other promotions. Valid on new Euro orders only with DFS SPAIN LTD.

## Black Friday

Oferta válida del 26 Noviembre al 2 Diciembre 2019. La oferta no incluye muebles de jardín. Promoción no acumulable a otras promociones. Esta oferta puede ser utilizada únicamente en nuevos pedidos en euros en DFS SPAIN LTD.

## Olapic sharing of images

By responding to our request with the @dfs mention and/or hashtag #mydfs and uploading User Content to this Site or by accepting these Terms of Use (TOU) in connection with otherwise making User Content available to Olapic, you grant DFS and our third-party service providers who provide content management services including Olapic, and its retail partners (collectively, the "Licensed Parties") the worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable right to use your User Content in any manner to be determined in the Licensed Parties' sole discretion, including but not limited to on its webpages, social media pages operated by the Licensed Parties, promotional e-mails and advertisements, and in other marketing, promotional and advertising initiatives, in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever. You grant the Licensed Parties the right to use your username, real name, image, likeness, caption, location or other identifying information in connection with any use of your User Content.

You hereby represent and warrant that (i) you own all rights in and to your User Content, or, if the User Content is subject to third party proprietary rights, including, for example, material protected by copyright, trademark, patent or trade secret law or other proprietary rights laws, you have all necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your User Content; (ii) you are over 18, (iii) you are legally entitled to post the User Content, , and (iv) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive and the Licensed Parties' use of your User Content as described herein will not violate any other law. You hereby release, discharge and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your User Content.

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