

# DFS General Terms and Conditions for Website and Telephone Sales

## 1. Introduction

Welcome to the DFS Terms and Conditions (“Terms”) which apply to orders made online via our Website, [www.dfs.co.uk](http://www.dfs.co.uk), or orders placed through the telephone sales department (“Websales”).

DFS Trading Limited (which we will refer to throughout as “DFS, we, our, us”) is a company registered in England and Wales under company number 01735950 and we have our registered office at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA. We are authorised and regulated by the Financial Conduct Authority in relation to credit broking.

To contact us, please email [contactus@dfs.co.uk](mailto:contactus@dfs.co.uk), write to us at our Group Support Centre address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA or alternatively you can telephone our Websales line on 0800 110 5000. Please note that in order 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 outside the UK.

We reserve the right to change these Terms from time to time. In light of this, it is important that you check these Terms every time you wish to place an order through the Website or Websales to ensure you understand the terms that apply at that particular time.

By using and placing orders through the Website or via Websales, you confirm that you accept these Terms and that you agree to comply with them.

Nothing in these Terms and Conditions shall affect your statutory rights.

## 2. Definitions

In these Terms, when the following words with capital letters are used, this is what they will mean:

“Contract”: means the contract for the purchase and sale of the Products through the Website or Websales.

“Event(s) Outside Our Control”: means any act or event beyond our reasonable control which may delay or prevent production or delivery of the Products. These acts and events may include, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, and interruption or failure of utility service.

“Order”: means an order for Products which you submit to us through the Website or Websales.

“Product(s)”: means any product which we make available for sale through the Website or Websales.

“Sofa”: means a Product which has a long upholstered seat with a back and arms for two or more people.

“Terms”: means the DFS Terms and Conditions of sale.

“Websales”: means the telephone sales department.

“Website”: means our website at [www.dfs.co.uk](http://www.dfs.co.uk) regardless of how you use the website including any technologies or devices available to you.

“You” or “you”: means the individual who is purchasing the Products through the Website or Websales.

### 3. These terms

- a) What these Terms cover. These are the Terms on which we supply Products to you to purchase via the Website or Websales.
- b) Why you should read them. These Terms tell you who we are, how we will provide Products to you, how you and we may change or end the Contract, what to do if there is a problem, and other important information.
- c) Reading and accepting the Terms. You must accept these Terms in order to place an Order with us through our Website or via Websales therefore please read the Terms carefully before submitting your Order. We also recommend that you print and retain a copy of the Terms at the time of ordering for future reference. If you do not accept these Terms, you will not be able to order any Products through our Website or via Websales.
- d) Changes to these Terms. We reserve the right to change these Terms from time to time without notice and any changes will take effect on the day they are posted on the Website.

### 4. How to contact us

- a) How to contact us. If you have any questions relating to these Terms please email us at [contactus@dfs.co.uk](mailto:contactus@dfs.co.uk) or write to our Head Office address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA. Alternatively you can telephone Websales on 0800 110 5000 or request a call back through our Website from our Customer Service department.
- b) How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Order.
- c) "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails.

### 5. Placing an order online

- a) Conditions of use. To be able to place an order you must:
  - i) be over the age of 18;
  - ii) be a consumer (which means you must be purchasing the Products for your own personal use). If you need to purchase any product from DFS on behalf of a business then please read clause 19 c) below in relation to business use;
  - iii) provide us with all the required information that we need for us to be able to successfully complete your order which may include, but is not limited to, details such as your name, address, telephone number and payment details; and
  - iv) be purchasing Products to be sent to an address where we are able to deliver. If you live outside the UK then you should call Websales for a personalised quote and to ensure we can deliver the Products to you.
- b) Payment. Depending on the particular Product ordered, you may pay in full, pay a deposit, or request to pay using interest free credit. Your chosen payment type will be charged when you submit your Order whether you are paying in full or have only chosen to pay a deposit. This includes deposits prior to the finance application (if you have chosen this method of payment and to pay a deposit). Taking payment from you does not mean we have accepted your Order and if we are unable to accept your Order we will refund any payment made. Refunds will usually be made within 14 days and in the same way as the original payment.
- c) Make sure you provide the correct information. We are not responsible for any errors you make when you place your Order. It is your responsibility to ensure that you input and submit your Order details accurately and fully. If you are placing your Order via the Website you will have the opportunity to review your Order and to correct any errors before submitting it. Please note that if you are purchasing any Product using interest free credit, the delivery address you provide as part of your finance application (and the address stated in your finance agreement) will need to be the same address where DFS will deliver the Products. If there is any change to your personal information you should notify us as soon as possible.

- d) Order acknowledgment. After submitting your Order you will receive an email order acknowledgment from us setting out the description of the Products you have ordered, but this is only an acknowledgment of your Order and not acceptance of your Order. Please note that, at this stage, no legally binding contract exists between us. We will usually assign you an order number at this point and it will help us if you can tell us the order number whenever you contact us about your Order. If you place an Order and request the contract terms to be sent to you by post, we will send you all your paperwork by post to arrive usually within 3 working days.

## 6. Pricing errors

- a) We try to ensure that the prices stated on the Website are accurate and up to date. If we notice an error in the quoted price of the Products you have ordered, then we will inform you as soon as possible and offer you the option of reconfirming your Order at the correct price, or withdrawing your Order. However, if we are unable to contact you or if we do not receive a response from you within 7 days then we will treat the Order as withdrawn and you will receive a full refund of any payment you have made. Refunds will usually be made within 14 days and in the same way as the original payment.
- b) If we display an inaccurate price which could reasonably have been recognised as a pricing error, we do not have to provide the Products to you at the incorrect price, even if we have accepted your Order.

## 7. Our contract to you

- a) How we will accept your order. Our Contract with you will exist when your Order is released into our order system unless we have notified you that we are unable to accept your Order. Orders will only be released onto our system when your payment method has been approved.
- b) If we cannot fulfil your Order. If we are unable to fulfil your Order for any reason, we will contact you with further information and will not process your Order. We will refund any deposit paid by you in respect of your Order. Any refunds will usually be made within 14 days and in the same method as the original payment.

## 8. Our products

- a) Products may vary slightly from their pictures. Products may vary slightly from their pictures displayed on our Website. The images of the Products on our Website are for illustrative purposes only. We make every effort to display the colours accurately, but we cannot guarantee that your computer's display of the colours accurately reflects the colour of the products.

## 9. Making changes to your order

- a) It will be difficult to make changes to your Order once it has been released into our order system. This is because we work to tight timescales and production of your Order may have already started. However we would encourage you to contact us as soon as you can if you wish to make a change to your Order and we will let you know if the change is possible. If it is possible we will let you know about any changes to the price of your Order, the timing of delivery, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract with us as set out below.

## 10. Product changes

- a) We may change the products:
- i) to reflect changes in relevant laws and regulatory requirements; and
  - ii) to implement minor technical adjustments and improvements, for example to address a security threat.

We will inform you if these changes affect your use of the Products ordered.

## 11. Providing the products

- a) Delivery and installation costs
  - i) There may be a delivery and installation charge which will form part of your Order. This will be confirmed at checkout before you submit your Order. Delivery is available seven days a week.
  - ii) If you wish for your Order to be delivered outside mainland UK or Northern Ireland then we will be happy to provide you with a personal delivery quotation. For a personal quote, please contact Websales on 0800 110 5000.
  - iii) Please note that some Products other than Sofas may require self-assembly. You will be responsible for disposing of any packaging for those Products.
  - iv) Products may be delivered by trusted third parties and orders containing multiple Products may be split into different deliveries with different delivery dates.
- b) When we will provide the Products.
  - i) You will be informed of the likely approximate length of time until delivery when you submit your Order. We will use reasonable endeavours to ensure your Order is delivered within the original timeframe given to you and you can check the progress of your Order on the DFS Website - [www.dfs.co.uk/trackMyOrder](http://www.dfs.co.uk/trackMyOrder). Once your Order is confirmed as available for delivery we will contact you to agree suitable arrangements for the date of delivery or for you to book your delivery online. Please do not dispose of your existing furniture until your delivery date has been confirmed by us.
  - ii) Every effort is made to see that the original approximate delivery date is accurate, but on occasion the manufacture or delivery of your furniture may be delayed due to circumstances beyond our control, including but not limited to an Event Outside Our Control, and we cannot accept responsibility in this respect. We will, of course, make every effort to keep you informed if a delivery date will not be met.
  - iii) If you choose to pay by interest free credit your approximate lead time will commence once you have entered into your credit agreement.
  - iv) If you have requested a swatch box this will usually be dispatched to you within a couple of days.
  - v) Certain Products sold on our Website may be available for collection in-store in which case we can arrange for you to collect it during our working hours.
- c) To make sure you are completely satisfied with your Order the delivery team will ask you to confirm this and then capture proof of delivery and/or ask you to sign for your Product.
- d) Sofa Rescue Service. Where you have elected to use our Sofa Rescue scheme, our third party provider will contact you regarding the collection of your upholstered furniture. On the day of collection, please ensure that the team responsible for collection can gain easy access to the room that the upholstered furniture is to be taken from and that the area is clear so the upholstered furniture may be easily removed.
- e) If you are not at home when the Product is delivered. All deliveries are pre-booked and you are responsible for ensuring that you are available to accept delivery. If you are not at the address you provided to us at the time of delivery there must be an adult (a person who is 18 years of age or older) available who is capable of receiving delivery on your behalf and you agree that you have given them authority to represent you and that we can rely on their instructions as if they were yours. If no one is available at your address to take delivery we will contact you to rearrange delivery.
- f) When you become responsible for the Product. A Product will be your responsibility from the time we deliver it to the address you provided to us.
- g) When you own goods. You own the Product at the time of delivery or collection provided we have received payment in full.

## 12. Your consumer rights

- a) You have certain rights if what you have bought is faulty or damaged at the time of delivery. If a Product is found to be faulty or damaged at the time of delivery (or collection if applicable) you will have the following options:
- i) A right to reject the Product. In this case it should be returned to DFS and a full refund of all monies paid including delivery charges will be made to you as soon as possible, usually within 14 days of rejection being accepted and using the same method as the original payment.
  - ii) A right to keep the Product. If the Product can still be used despite the damage, or you wish to keep the Product, usually you will be contacted to arrange for a repair by one of our technicians, or given the option of a replacement. If repair or replacement is not possible, the Product must be returned to DFS in which case you will receive a full refund including any delivery charges.
- b) If fault or damage is discovered up to 30 days after delivery. If any fault or damage is discovered within 30 days of delivery, please contact us as soon as you notice the defect. We will discuss your options including repair or replacement. In the event that a repair to the Product cannot be made, we will replace the Product or give you a full refund including any delivery charges. Again, the Product must be returned to DFS before a refund can be given.
- c) If fault or damage is discovered more than 30 days after delivery. In the event that any Product develops a fault after 30 days, please contact us as soon possible. After 30 days and up to 6 months from delivery you must give us an opportunity to inspect and repair the Product first (or offer you a replacement). If we are unable to resolve the issue this way then you may be entitled to a refund. If you report a fault after 6 months from the date of delivery then you will have to provide evidence that the Product is faulty rather than damage being due to reasonable wear and tear. If the fault has been caused by you, then we may still be able to help you but will have to charge you for the cost of repairs depending on the extent of the damage and whether you have purchased a Sofacare Protection Plan.
- d) Protection Plans. Please note that if you have not purchased a Sofacare Protection Plan, DFS cannot be held responsible once delivery has taken place for any accidental damage, spillage or staining.
- e) Refunds. When calculating refunds, a deduction may be applied to cover usage depending on the length of time the Product has been in your possession.
- f) Right to cancel - Cooling Off Period. Where you purchased Products\* exclusively via our Website or Websales and have not seen them in a store prior to purchase, then you are entitled to change your mind and cancel your Contract up to 14 days after delivery.

You will be entitled to a full refund of the price paid for the Products plus standard delivery costs; however, we are entitled to reduce the amount of any refund to reflect any reduction in the value caused by you or if you have failed to take reasonable care when handling the Products, and express delivery charges above the standard rate will not be refunded.

\* Your rights to cancel during the Cooling Off Period excludes:

- i) Bespoke items custom made to your specification.
- ii) Mattresses which have been unsealed, due to their intimate nature. All mattresses are 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.
- iii) Self-assembly items that have been damaged during assembly.
- iv) Purchases made in-store or where you have inspected the Product prior to purchase.

If the Cooling Off Period applies and you wish to cancel please contact us in writing as soon as possible. If you are exercising your right under this clause you must arrange for the return of the Products to us showing no evidence of use within 14 days of you telling us you wish to cancel the Contract. Whilst the Products are in your possession you must not handle them beyond what is necessary to establish their nature, characteristics and function. It is your responsibility to return any Products to our central delivery point in a good condition and we ask that you return the Products in appropriate packaging such as to prevent damage in transit. DFS recognises that many customers do not have the means to return Products themselves, and so we can arrange collection during normal business hours (Monday to Friday). 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 is calculated according to the number of items to be returned, the availability of a delivery vehicle, your location and complexity of removal. We may also charge you for any usage of the Product prior to collection by us so you should try not to use the Product whilst it is in your possession.

- g) Cancellation of your Contract where DFS are not at fault and there is no statutory right to change your mind. If you request to cancel your Order before it is completed, you will have to contribute towards our costs which we have already incurred by preparing your Order. We will refund any money paid for Products not provided deducting a reasonable contribution towards the costs already incurred by us.
- h) Returning Products to store. If you are returning a Product that you collected from store, you may be able to drop off the Product at the store you collected it from. You can discuss your options in more detail with us at the point you decide to return the Product.

### 13. Our DFS guarantee

This clause sets out the guarantee that is provided in relation to upholstered Products, such as Sofas. Please note that our guarantee does not affect your statutory rights. It excludes accidental damage and wear and tear, and it covers domestic use only.

- a) 15 year structural guarantee. DFS provides you with a 15-year structural guarantee from the date of delivery of your Order. You will need proof of purchase in order to use your DFS guarantee and this is your responsibility as purchaser.
- b) What our warranty covers. Our 15-year structural guarantee covers your upholstered furniture against manufacturing defects or failures of the frame construction and suspension (springs or webbing). We also cover your furniture for manufacturing defects for 2 years on:
  - Leathers
  - Fabrics
  - Inners
  - Stitching
  - Recliner mechanisms
  - Electrical components such as sound docks or refrigerators
- c) What it doesn't cover. The guarantee does not cover your furniture against accidental or deliberate damage or where fabric or leather has been damaged as a result of exposure to chemicals or bio-fluids. Other exclusions include:
  - General wear & tear
  - Accidental or deliberate misuse
  - Failure to maintain the furniture
  - Commercial use

We recommend buying one of our Sofacare Protection Plans to keep your upholstered Products in the best possible condition for as long as you own it and to protect from some accidental damage not covered by our guarantee.

This guarantee is non-transferable if you choose to sell or donate your furniture to someone else.

- d) Non-authorized repairs and changes. Repairs or alterations carried out by any third party will void your guarantee therefore we advise that you contact us to discuss options prior to instructing third parties to repair or alter the Products.
- e) Business users. Our guarantees are given to domestic use only. Products purchased for workplace or business use are covered by a statutory 12 month warranty only. It is the responsibility of the business to ensure that the Products purchased meet the standards required for the environment in which they will be used. This means that for commercial users we cannot accept any responsibility or liability for safety standards or compliance where we have not specifically supplied safety certification in writing for use of the product in that environment. Sofacare Protection Plans are not available to commercial or business users.
- f) Accidental damage. If you have damaged your furniture which is not covered by our guarantee and you have not purchased a Sofacare Protection Plan, we can still offer servicing including repairs however there will be additional cost for this as well as charging for parts as necessary. Please note that unfortunately we do not offer servicing on furniture supplied from elsewhere. Please contact your nearest service centre on 0333 9999735 for further information and to book a visit.
- g) Extended range two year guarantee. We offer different terms for our extended range of Products including occasional furniture, dining, bedroom, mattresses and clearance furniture, which are purchased with a two year guarantee. The same exclusions and exceptions listed in clauses 13) c), 13) d) and 13) e) apply. We recommend you consider a bedroom and dining protection plan which can protect your furniture against accidental damage or staining.
- h) Our guarantees also apply to dwell branded Products sold via the Website or Websales.

## 14. Our rights to end the contract

- a) We may end the Contract if you fail to make payment to us when it is due (or fail to make any of your credit repayments), do not provide us with information that is necessary for us to fulfil your Order; for example, you fail to provide your address, or if you do not within a reasonable time frame allow us to deliver the Products to you or for you to collect them from us.
- b) If we have no option but to end the Contract with you then we may be entitled to a contribution towards any costs we have incurred, for example if we have started making the Products you have ordered. This contribution can be taken out of any refund owed to you as a result of the Contract ending.

## 15. Price and payment

- a) Our price. With half a century 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.
- b) Prices are given on our Website in pounds sterling and include VAT. We take all reasonable care to ensure that the price of the Product advised to you is correct. However please see clause 6 above for what happens if we discover an error in the price.
- c) Very competitive normal prices. Our normal price is the non-discount price that a Product 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 Products 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 Products with similar Products 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.

- d) Special prices... for a limited time only. Throughout the year, we offer some of our Products to you at a discount on their normal price. The duration of the discount offer on any Product is never longer than the time the Product will be available at the normal price. However, as a result of the ongoing impact of the coronavirus pandemic we may offer a limited number of ranges at special prices for longer than usual. This will ensure customers are given the opportunity to take advantage of these discounts.
- e) 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. Please note the After Event Price may be subject to change.
- f) Payment method. We accept payment with debit or credit cards. Payments can also be made electronically by bank transfer, and details will be provided on request. Alternatively you can choose to apply for interest free credit in which case, if you are accepted, payment will be made in accordance with the terms of the credit agreement. Depending on how you choose to pay, your payment may be subject to validation checks and/or third-party authorisations. We reserve the right to decline all or part of any payment for whatever reason and should this occur we will contact you.
- g) Deposits. When you place your Order and choose to pay a deposit, you agree to pay the remaining balance before delivery.
- h) Outstanding balances. Before we deliver your Products, you must either have settled any outstanding balance (i.e. paid in full for your Order) or have an interest free credit repayment contract in place. We shall not be obliged to deliver your Order to you and may withhold delivery until we receive payment. Payment will not be taken on delivery. To pay any outstanding balance please use the Track my Order facility online. You will need your order number to access the online facility. Alternatively any remaining balance can be paid by visiting your local DFS store, at the very latest, the day before delivery. If you have any questions about settling payment then please contact the Websales team for further information.
- i) Interest free credit. Any interest free credit repayments will usually begin after delivery of your Order. You can choose to pay nothing for a year than take up to 4 years interest free credit or start your payments one month from your delivery day (please note that if your Order includes items with varied lead times the payment will start when the first piece is delivered). Please check the terms of your credit agreement.

## 16. Interest free credit

- a) Interest free credit is provided by a select group of finance companies, which are authorised and regulated by the Financial Conduct Authority.
- b) If you wish to apply for interest free credit then you must fill out a credit application and, upon placing your Order, your credit application will be sent to one of our finance companies for approval. The credit application is subject to the finance company's own terms and conditions, and it will be assessed and processed by them who will let us know the result.
- c) In the event that your finance application is rejected by the finance company, we can try other finance companies on our panel. If your application is declined, unfortunately we won't know the reason why, but we will work with you to talk through other options of paying for your Order.
- d) If your credit application is approved, in most cases you will be contacted within 48 hours to let you know your application has been accepted. You will then receive your finance documents either by email or post. Please read the finance documents carefully checking that all of the details are correct. In particular, the address stated in the finance documents must be the address where your Order will be delivered. If you wish to proceed you should follow the relevant instructions for signing and returning the finance agreement as soon as possible because your Order cannot proceed until your credit agreement has been finalised.

## 17. Complaints

If you are unhappy with any aspect of your Order or the service you have received from us we want to hear about it. In the first instance you should visit our Website, click on the "Contact Us" page and select the relevant option.

- a) Regarding interest free credit. If you are unhappy with how your interest free credit application was completed, please contact our Customer Service department by emailing [contactus@dfs.co.uk](mailto:contactus@dfs.co.uk) or you can request a call back through the Website. You may also write to us at our Head Office address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA. 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).
- b) Regarding your furniture. If you have any questions or complaints about your Products, please call your nearest service centre on 0333 9999735. You may also contact our Customer Service department by emailing [contactus@dfs.co.uk](mailto:contactus@dfs.co.uk) or you can request a call back through the Website. Alternatively you may also write to us at our Head Office address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA. In most cases we should be able to help and if necessary be able to use our dedicated service upholstery team to resolve any issue you might have. If you remain unhappy then you may wish to refer your complaint to the Furniture Ombudsman who is an independent organisation that provides Alternative Dispute Resolution services. Our Customer Services Department will write to you with their contact details or you can email them direct at [info@thefurnitureombudsman.org](mailto:info@thefurnitureombudsman.org).

## 18. Use of data and privacy

- a) We need to collect certain information from you in order to service your requirements and process your Order effectively however any information that you provide to us will remain confidential and will only be used in accordance with Data Protection legislation. For information regarding how we will use your personal information please see our Privacy Policy.

## 19. Other important terms

- a) Liability.
  - i) DFS shall only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms.
  - ii) Nothing in these Terms excludes or limits the liability of DFS for liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that cannot be limited or excluded by law.
  - iii) Except as expressly provided in these Terms we exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law.
- b) Enforceability. Each section of these Terms operates separately. If any section (or part of a section) is found by any court or relevant authority to be unlawful or invalid, the other sections (or parts of the relevant section) shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.

- c) Non-domestic furniture.
- i) All our Products are suitable for general domestic use only. They have been manufactured to conform to specific ignition resistance levels as required for furniture for domestic use and 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.
  - ii) Therefore, if you are planning on using any Products ordered for a business purpose please make sure that you are covered by the appropriate insurance. Where you decide to use the Products in the course of 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).
  - iii) 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.
- d) Language. English is the only language offered for the conclusion of the Contract.
- e) We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another company and we will ensure that the transfer will not affect your rights under the Contract.
- f) You may not transfer your rights to someone else. You may not assign or sub-contract any of your rights or obligations under these Terms or any related Order for Products to any third party.
- g) Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- h) Even if we delay in enforcing this Contract, we can still enforce it later. If you fail to do something which you are required to do under these Terms, for example if you fail to make a payment, and we do not chase you for this immediately or we delay in chasing you, this does not stop us from chasing you at a later date. We are entitled to take steps against you at a later date if you breach your Contract with us.
- i) Which laws apply to the Contract and where you may bring legal proceedings. These Terms and any Contract that is subject to these Terms is governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- j) Events Outside Our Control. Whilst every effort is made to meet our customers' demands, cancellations or variations may be necessary as a result of an Event Outside Our Control. DFS (and its third party delivery providers) shall be under no liability for any delay or failure to deliver Products or otherwise perform any obligation which is wholly or partly caused whether directly or indirectly by Events Outside Our Control. If such an event takes place that affects our Contract with you we will contact you as soon as reasonably possible to let you know. Please note our obligations under the Contract will be suspended for the duration of the Event Outside Our Control.
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## Terms and conditions for website use

The following terms and conditions tell you the rules for using our Website (“Terms of Use”).

We aim to constantly improve and develop the Website for the benefit of all our customers. In order 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 Terms of Use 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; and/or
- alter or extend promotions at any time.

### 1. Accessing the website

- a) Our Website is made available to you free of charge and may be accessed on a temporary basis.
- b) We reserve the right to change, suspend, withdraw or discontinue any part of all of the Website without notice.
- c) We make no guarantee that the Website and its content will always be available without interruption and we will not be liable to you if our Website is unavailable at any time.
- d) You are responsible for arranging access to the Website and ensuring that anyone accessing the Website via your internet connection are aware of and comply with these Terms of Use and any other applicable terms and conditions.
- e) Our Privacy Policy also applies to your use of the Website. This sets out how we process any personal data collected from you or that you provide to us. By using the Website, you confirm that all data you provide is accurate and consent to such processing of data. Our Privacy Policy also sets out information about the cookies used on the Website.

### 2. Website content

- a) We may update the Website and change any part of its content. We do not guarantee that the Website, and any of its content will be without errors or omissions.
- b) If DFS is informed of any inaccuracies in the material on our Website we will attempt to correct them as soon as we reasonably can.

### 3. Acceptable use

- a) You must only use the Website for lawful purposes. In particular, you may not use our Website:
  - i) in any way that breaches any applicable local, national or international law or regulation;
  - ii) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - iii) in any way that may cause the Website or access to the Website to be damaged, interrupted or impaired;
  - iv) to impersonate any other person or entity, or mislead us as to the origin of any electronic communications or content;
  - v) in order to breach or attempt to breach the security of the Website;
  - vi) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and
  - vii) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

- b) If you are uploading content to the Website, the content must:
  - i) be accurate (where you state facts) or be genuinely held (where you state opinions); and
  - ii) comply with applicable law in the UK and in any country from which they are posted.
- c) If you are uploading content to the Website, the content must not:
  - i) contain any material which is defamatory of any person;
  - ii) contain any material which is obscene, offensive, hateful or inflammatory;
  - iii) promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - iv) infringe any copyright, database right or trade mark of any other person;
  - v) be likely to deceive any person;
  - vi) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - vii) promote any illegal activity or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse;
  - viii) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - ix) be likely to harass, upset, embarrass, alarm or annoy any other person;
  - x) be used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
  - xi) give the impression that the content emanates from us, if this is not the case.
- d) Use of the Website in breach of the Terms of Use may give rise to a claim for damages and may also be a criminal offence.
- e) The Website is intended exclusively for UK residents and is not intended to be appropriate or available for use in other countries. If you access the Website from another country then you do so at your own risk and take responsibility for complying with any and all applicable local laws.
- f) The installation of adequate anti-virus software and related security protection to secure your computer systems when using the Website is your responsibility. We will not be responsible for any loss suffered as a result of your failure to secure your computer system.
- g) You agree not to copy, duplicate, reproduce or re-sell any part of the Website in contravention of the provisions of these Terms of Use.

#### **4. Ownership**

- a) The copyright in the content of this Website is owned by DFS (or its third-party licensors). You acknowledge and agree that 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). You may not copy, reproduce, change, modify, license, transmit or sell any material or content contained herein and you are permitted to use this material only as expressly authorised by us (or our licensors). All such rights are reserved.
- b) You are permitted to print a single copy of, or download any part of, any pages(s) of the Website for your personal use. You may inform others about content on the Website.
- c) You must not modify in any way any copies, paper or digital, of any materials you have printed, or downloaded. Illustrations, photographs, video, audio sequences and graphics may not be detached from any accompanying text.

- d) You must acknowledge DFS and any identified contributors as the authors of content on the Website.
- e) You must not use the Website or any part of it for commercial purposes without obtaining a licence to do so from us or our licensors.

## 5. Keeping your account safe

- a) If you are provided with a user identification code (user ID), password, or any other information as part of our security procedures, you must treat such information as confidential and you must not disclose this information to any third party.
- b) We have the right to disable your account at any time if in our reasonable opinion you have failed to comply with any provision of these Terms.
- c) If you think that anyone other than you has had access to your user ID or password, you should reset your account as soon as possible.

## 6. Liability

- a) DFS is providing this Website on an "as is" basis and makes no representations or warranties of any kind, whether express or implied, in relation to this Website or its contents and disclaims all such representations and warranties.
- b) In addition, DFS makes no representations, warranties or guarantees, whether express or implied, regarding this Website or its contents; or that the content on our Website is accurate, complete or up to date. All liability of DFS howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- c) Neither DFS nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this Website or your inability to use this Website or any reliance on content from this Website.
- d) Where our Website contains links to other websites provided by third parties, we accept no liability for any information or content contained on these websites. We have no control over these third party websites and they are provided for your information only.
- e) The Website is provided for private use only. By using the Website you agree not to use it for any commercial or business purposes, and acknowledge that DFS is not responsible for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- f) We are not liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other harmful material that may infect your computer equipment, programmes, data or other proprietary material as a result of your use of the Website or your downloading of any content on the Website, or on any linked website.
- g) Notwithstanding the foregoing, none of these exclusions and limitations in this clause 6 are intended to limit any rights you may have as a consumer, under local or other statutory rights nor in any way to exclude or limit our liability to you, for death or personal injury resulting from our negligence or that of our employees and/or agents.
- h) Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury caused by our negligence, fraud or any other liability that cannot be excluded or limited by English law.
- i) Except to the extent permitted by law, we exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise).

## 7. Uploading content

- a) Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website, you must comply with the standards set out in 3b) and 3c) above. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.
- b) Any content you upload to the Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy, or where otherwise required by law.
- c) We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Website.
- d) We have the right to remove any posting you make on the Website if, in our opinion, your post does not comply with the standards set out in 3b) and 3c) above.
- e) The views expressed by other users on the Website do not represent our views or values.

## 8. Disputes

- a) These Terms of Use are governed by the laws of England and Wales and the Courts of England and Wales will have exclusive jurisdiction to resolve any disputes.

These Terms And Conditions were last updated on 11th January 2023.