

DFS Terms and Conditions of Sale

1) Introduction

- a) Welcome to the DFS Terms and Conditions (“Terms”) which apply to Orders for Products placed online via our Website, www.dfs.co.uk, via our telephone sales department (“Websales”) or in Store.
- b) Please read these Terms carefully before you submit your Order to us. 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) 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.
- d) To contact us, please visit our contact us page, www.dfs.co.uk/help/contact-us, write to us at our Group Support Centre address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA or alternatively telephone our Websales line on 0800 110 5000. Please note that to provide you with the very best service, we may monitor or record our calls for training purposes. Mobile charges from your service provider may apply when calling the freephone number. Charges may apply if calling from outside the UK.
- e) We reserve the right to make changes to these Terms from time to time without notice and any changes will take effect on the day they are posted on the Website. In view of this, it is important that you check these Terms every time you wish to place an Order to ensure you understand the terms that apply at that particular time. We also recommend that you print or download and retain a copy of the Terms at the time of ordering for future reference.
- f) By using and placing Orders through the Website, via our Websales team or in Store, you confirm that you accept these Terms and that you agree to comply with them. If you do not accept the Terms, you will not be able to order any Products from us.

For the purposes of these Terms, you are a ‘consumer’ if you are buying any Products from us as an individual for purposes which are wholly or mainly outside of your trade, business, craft or profession. As a consumer, you have legal rights in relation to Products that are faulty or which are not provided as described. Advice about your legal rights is available from your local Citizen’s Advice Bureau. Nothing in these Terms 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 legally binding contract agreed between DFS and you for the purchase and sale of Products through the Website or Websales or in Store in accordance with these Terms.

“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, non-performance by suppliers and interruption or failure of utility service.

“Order”: means an order for Products which is placed through the Website or Websales or in Store.

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

“Store”: means one of our retail stores.

“Terms”: means these DFS terms and conditions of sale.

“Websales”: means the telephone sales department.

“Website”: means our website at www.dfs.co.uk.

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

3) **These terms**

- a) These are the Terms on which we supply Products to you to purchase via the Website, Websales or in Store.
- b) 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) You must accept these Terms to place an Order with us through our Website, Websales or in Store. Therefore, please read the Terms carefully before submitting your Order. We also recommend that you print or download and retain a copy of the Terms at the time of ordering for future reference.
- d) 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) If you have any questions relating to these Terms, please contact us by:
 - visiting our contact us page, www.dfs.co.uk/help/contact-us where you can access our live chat function or send us a message;
 - writing to our Group Support Centre address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA; or
 - calling our Customer Services team on 0333 9999 777.
- b) Please note that to provide you with the very best service, we may monitor or record calls for training purposes. Mobile charges from your service provider may apply when calling the freephone number. Charges may apply if calling from outside the UK.

- c) 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.
- d) When we use the words “writing” or

5) Placing an Order

Eligibility criteria

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 wish to purchase any Product from DFS on behalf of a business or for commercial use then please read section 7 below in relation to business use;
- iii) provide us with all the required information that we need to successfully complete your Order which includes, but is not limited to, your name, address, telephone number, email address and payment details;
- iv) be purchasing Products to be sent to an address we can deliver to. Please see section 8 of these Terms for further details regarding where we deliver; and
- v) accept the obligation to pay for the Products ordered.

Payment

- a) Depending on the Product chosen, at the point of ordering you may pay in full, pay a deposit, or request to pay using interest free credit with or without a deposit. Please refer to section 14 for further information regarding price and payment methods.
- b) Your chosen payment type will be charged when you submit your Order whether you are paying in full or only paying a deposit. This includes deposits taken prior to a finance application. 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 method as the original payment.
- c) Please refer to section 15 for further information regarding the process for applying for interest free credit. You should note your Order cannot proceed until your credit agreement has been finalised.

Make sure you provide the correct information

- d) We are not responsible for any errors made when you place your Order. It is your responsibility to ensure that Order details are accurate at the time of ordering.
- e) 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. If you are placing your Order via Websales your Order details will be confirmed to you by our Websales team before your Order is submitted. If you are placing an Order in Store you will have the opportunity to review your Order with one of our colleagues before the Order is submitted.

- f) Once your Order has been submitted you will receive an email from us acknowledging your Order and setting out details of your Order. Please review this email carefully to ensure that your Order details are correct.
- g) 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.
- h) Please note that if you are purchasing any Products 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. We can only deliver Products to the address stated in your finance agreement. If there is any change to your personal information you should notify us as soon as possible.

Acceptance of your Order

- i) Once your Order has been submitted you will receive an email from us acknowledging your Order and setting out details of your Order. 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.
- j) Our Contract with you will exist when your Order is released into our order system. Orders will only be released into our order system when your payment method has been approved.
- k) If we are unable to fulfil your Order for any reason before the Contract is formed, we will contact you to discuss next steps. Examples of this include but are not limited to: the item is out of stock; unexpected limits on our resources which we could not reasonably plan for; we have identified an error in the price or description of the item. 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.

6) Pricing errors

- a) We try to ensure that the prices stated on the Website, via Websales or in Store 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 method as the original payment.
- b) If we display an incorrect 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 and a Contract is in place.

7) Our products

Specifications

- a) At DFS, we exclusively design the majority of our own furniture or work in partnership with our skilled manufacturers worldwide. As part of this process, we operate a constant improvement methodology, where designs are updated, when necessary, to improve small details in the aesthetics, or to improve performance. As a result, our specifications may change without notice and, whilst our Products will remain essentially identical to the sample on display in Store or on our Website, there may be reasonable changes and updates made over time that mean it is not identical.
- b) Due to the handmade nature of our Products, we allow a 5% tolerance for dimensions, so the dimensions of a Product you receive may differ slightly from those listed on our Website or displayed in Store.
- c) The images of the Products on our Website are for illustrative purposes only, and Products may vary slightly from these images. 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 in reality. In addition, the appearance of a Product can vary between the Store and your home due to differences in lighting.
- d) We reserve the right to make changes to Products to reflect changes in relevant laws and regulatory requirements. If this happens, and you have placed an Order for such Products, we will notify you as soon as possible. We will not process your Order until you have confirmed your wish to proceed.
- e) From time to time, we may change the fabrics and leathers used on our upholstered pieces, whether to improve the quality of our Products, reduce our impact on the environment, or due to a supply issue. We cannot guarantee that an additional piece, ordered at a later date to match existing furniture, will be an exact shade or colour match to the original piece or pieces. If you are trying to match an existing piece of furniture, we strongly recommend speaking to an advisor or calling into a Store prior to purchasing, so we can discuss the best approach with you.

Business use

- f) All our Products have been designed and manufactured for general domestic use only. If you intend to use any of our Products in a commercial property or for business purposes, it is your responsibility to ensure that the Products purchased meet the standards and legal requirements expected for the environment in which they will be used.
- g) 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).
- h) 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.

8) Delivery

Delivery and installation costs

- a) There will be a delivery and installation charge which will form part of your Order. At DFS, delivery costs vary depending on what you buy and where you live. You will be informed of your total delivery fee before your Order is confirmed. Delivery is available seven days a week.
- b) The delivery charge applicable to your Order covers your entire Order – even if it arrives in multiple deliveries. For example, if you order a sofa, footstool, and mirror, they may be delivered separately, but you'll only pay one delivery fee – the highest applicable charge from your items.
- c) Our standard delivery charge for sofas which includes two-person delivery, setup in a room of your choice and full assembly for customers within 50 miles of a DFS store in mainland UK, and Northern Ireland is £129. For delivery charges applicable to other Products and regions please visit our Website page <https://help.dfs.co.uk/hc/en-gb/articles/4408183581201-How-much-is-delivery>.
- d) Please note that not all Products are available for delivery to the Republic of Ireland – to avoid disappointment, we recommend that our Republic of Ireland customers shop on our dedicated Irish website, www.dfs.ie.
- e) Please note that some Products may require self-assembly. Self-assembly Products will be delivered to the room of your choice, boxed. It is your responsibility to remove the Product from the packaging and assemble. Although, you may not be able to assemble the Product immediately, please fully check the Product and in the unlikely event of any Product being damaged or parts missing, please advise within 72 hours of delivery. You will be responsible for disposing of any packaging for self-assembly Products.
- f) Certain Products may be available for collection in-store in which case we can arrange for you to collect such Products during our Store opening hours.

Who will deliver my Products?

- g) All our Products are delivered by our very own two-person delivery company, The Sofa Delivery Company or one of our trusted delivery partners – including Wincanton, Parcelforce, or our manufacturers' preferred partners. You'll always know who is delivering your parcel, as it will be included in your scheduled delivery notification.

Delivery lead times

- h) You will be informed of the likely approximate length of time (lead 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.
- i) 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.

- j) Every effort is made to ensure 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. In such circumstances, we will inform you of this as soon as possible and let you know what we can do to reduce the delay. Provided we do this, we cannot accept responsibility for delays caused by such event.
- k) If you choose to pay by interest free credit your approximate lead time will commence once you have entered into your credit agreement. Please refer to section 15 for further information regarding the process for applying for interest free credit.

Delivery address

- l) If there is any change to your delivery address you should notify us as soon as possible using our contact us form: <https://help.dfs.co.uk/hc/en-gb/requests/new> or contact our Customer Services team on 0333 9999 777.
- m) 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.

Receiving goods

- n) You are responsible for ensuring that you are available to accept delivery. If you are not at the designated address at the time of delivery, there must be an adult available who is capable of receiving delivery on your behalf and who has your authority to represent you and to give instructions on your behalf.
- o) 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.

Missed your delivery or need to make a change?

- p) When your delivery is initially booked, you will receive an SMS with your all-day slot. If the date initially booked isn't right, we may be able to reschedule. To see if an alternative date is available, simply follow the instructions in your delivery SMS or email to Track Your Order, or contact our Customer Services team on 0333 9999 777 to discuss directly.
- q) If your delivery has been arranged by one of our third-party delivery partners, please discuss alternative delivery dates directly with them. Follow the instructions from the delivery partner's communications on how to get in touch with them.
- r) All deliveries are pre-booked and you are responsible for ensuring that you are available to accept delivery. If no one is available at your address to take delivery we will contact you to rearrange delivery. Charges for redelivery may apply.

What if my sofa doesn't fit on delivery?

- s) We do advise all customers to thoroughly measure and check that the furniture is not just going to fit in the intended room but also that it will fit through any passages, access gates, stairwells, landings and internal doors. Our delivery teams are trained to install your furniture successfully, but it is your responsibility to ensure easy access to the room of your choice. Prior to your delivery, please ensure the route is clear and free from obstructions such as pictures and ornaments.
- t) If you have any concerns regarding delivery, or if your furniture does not fit upon delivery, please contact our Customer Services team on 0333 9999 777 for further assistance.

What if my property is damaged during delivery?

- u) Our delivery teams will take care not to cause any damage to your property whilst delivering your Products. However, if you think that any damage has been caused during delivery, please discuss this with the delivery team prior to their departure. If you notice any damage following delivery, please contact our Customer Services team on 0333 9999 777 as soon as possible.

Responsibility for, and ownership of, goods

- v) A Product will be your responsibility from the time we deliver it to the address you provided to us. You own the Product at the time of delivery or collection provided we have received payment in full.

9) What if something is wrong with your Product?

- a) We honour our legal duty to provide you with Products that meet all the requirements imposed by law including that the Products will be fit for purpose, as described to you and of satisfactory quality. In the unlikely event that our Products do not meet these requirements then you have the options set out below. Nothing in these terms will affect your legal rights. If a Product is found to be defective you will have the following options:

On delivery

- b) If a defect in the Product is discovered during delivery our delivery team will inform you of the defect and our Customer Services team will contact you within 48 hours to discuss next steps. You will have the right to the following options:
 - To reject the Product and receive a full refund including any delivery charges. If you exercise your right to reject the Product, we will arrange to collect the Product from you and process your refund; or
 - We can discuss your options for repair or replacement of the Product.

Up to 30 days after delivery or collection

- c) If you notice a pre-existing defect in the Product in the 30-day period after delivery or collection from Store, please contact our Customer Services team on 0333 9999 777 as soon as you notice the defect and in any event within 30 days of delivery of Product. We will discuss your options with you including returning the Product, repairing the problem to manufacturing standards or replacing the Product.

More than 30 days after delivery or collection

- d) If a Product develops a defect after 30 days, please contact our Customer Services team on 0333 9999 777 as soon as you notice the defect.

Non-manufacturing faults

- e) Please note that if you have not purchased a Sofacare Protection Plan, DFS cannot be held responsible once delivery has taken place for any damage caused by wear and tear or accidental damage, spillage or staining. Nothing in this paragraph will affect your legal rights.

Refunds

- f) If you are entitled to a refund, it will be processed without undue delay and within 14 days of DFS agreeing that the Products are defective. We will use the same method as the original payment to refund you. If the original payment method was a credit agreement, DFS will make the refund to the finance provider within 14 days, the finance provider is responsible for deducting the amount from your credit agreement, please see the terms & conditions of your credit agreement for further information.
- g) Where any products are agreed to be returned to DFS they must be collected by us prior to the refund being processed. When calculating refunds, a deduction may be applied to cover usage depending on the condition and length of time the Product has been in your possession. Nothing in this paragraph affects your legal rights.

Collection costs

- h) If you are returning a defective Product in accordance with this section 9 we will not charge you for any collection costs.

10) In Store Purchases – cancelling or amending your Contract

Cancelling your Contract

- a) If you request to cancel your Order before it is delivered, we will refund any money paid for Products not provided after deducting a reasonable contribution towards the costs already incurred by us. If you notify DFS within 48 hours of placing your Order, we may be able to prevent any costs being incurred with our manufacturing and logistics partners. Cancellations more than 48 hours after the Order is placed could incur a cost of up to 20% of the price of the Products.

Amending your Order

- b) It can 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 encourage you to contact our Customer Services team on 0333 9999 777 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 then we will 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 cancel your Order with us as set out above.

11) Website and Websales purchases – Cooling Off Period

Where you have purchased Products via Websales (on the phone) or via our Website and have not seen the Products you rights to cancel your Contract* are as set out below:

Cancellation prior to delivery

- a) You are entitled to change your mind and cancel your Contract prior to delivery. You will be entitled to a full refund of the price paid for the Products plus standard delivery costs.

Cancellation up to 14 days after delivery

- b) You are entitled to change your mind and cancel your Contract by providing notice to DFS up to 14 days after the day that we deliver the Product(s) to you or after the day when you collect the Product(s). If your Products are split into several deliveries over different days then you have 14 days after the day that you receive the last delivery to change your mind about the Products and cancel the Contract.
- c) If the Cooling Off Period applies and you wish to cancel, please contact our Customer Services team on 0333 9999 777 or complete the form in the Schedule to these Terms and send it via post to Websales, Group Support Centre address at 1 Rockingham Way, Redhouse Interchange, Adwick-le-Street, Doncaster, DN6 7NA.
- d) 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 of the Products caused by you or if you have failed to take reasonable care when handling the Products. Any express delivery charges above the standard rate will not be refunded.
- e) You will be responsible for the costs of returning the Products to us – please see the paragraph “Returning Your Products to Us” below for further details.

Exclusions

- f) *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, are defective or are not of satisfactory quality;
 - iii) Bedding products including pillows, duvets, mattress toppers and mattress protectors which have been unsealed. Due to health and hygiene reasons, bedding products cannot be returned for any reason other than because they are not as described, damaged on arrival, or defective. Any bedding products that have been opened will be deemed as having been used. Any bedding products applicable for return must be returned unused and in their original, undamaged packaging; and
 - iv) Self-assembly items that have been damaged during assembly.

Returning your Products to Us

- g) If you are exercising your Cooling Off Period rights, you must arrange for the return of the Product(s) within 14 days of you telling us you wish to cancel your Contract. You will be required to bear the cost of returning the goods to us. Our Customer Services team will advise you on where your Products should be returned to.
- h) We ask that you return the Product(s) in appropriate packaging 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. A charge of up to £150.00 will be made to cover the cost of collecting the Product(s). For Orders where the delivery charge was more than the standard charge, collection costs will vary and may exceed £150.00.
- i) Whilst the Products are in your possession you must not use or handle them beyond what is necessary to establish their nature, characteristics and function. If you use or handle the Product(s) in a way which would not be acceptable in-store, we will be entitled to reduce your refund, to compensate us for its reduced value. For example, we can reduce your refund if the Product's condition is not "as new", the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the Product, no refund may be due.

12) Our DFS guarantee

- a) This section 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.

Structural guarantee

- b) DFS provides you with a 15-year structural guarantee from the date of delivery of your Order.
- c) Our 15-year structural guarantee covers your upholstered furniture against manufacturing defects or failures of the frame construction and suspension (springs or webbing).
- d) You will need proof of purchase to use your DFS guarantee and it is your responsibility as purchaser to retain proof of purchase.
- e) This guarantee is non-transferable if you choose to sell or donate your furniture to someone else.

Manufacturing warranty

- f) DFS also provides a 2-year manufacturing warranty on:
 - Leathers
 - Fabrics
 - Inners
 - Stitching
 - Recliner mechanisms
 - Electrical components such as sound docks or refrigerators

What is not covered

g) The 15-year structural guarantee and the 2-year manufacturing warranty do not cover your furniture against:

- Accidental or deliberate damage
- General wear & tear
- Accidental or deliberate misuse
- Damage to the fabric or leather due to exposure to chemicals or bio-fluids
- Failure to maintain the furniture
- Commercial use

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

Non-authorized repairs and changes

i) Repairs or alterations carried out by any third party will void your 15-year structural guarantee and/or your 2-year manufacturing warranty therefore we advise that you contact us to discuss options prior to instructing third parties to repair or alter a Product.

Business users

j) Our 15-year structural guarantee and our 2-year manufacturing warranty are given to domestic users only. Products purchased for workplace or business use are covered by a statutory 12-month warranty only.

Accidental damage

k) If you have damaged your furniture in such a way that is not covered by our 15-year structural guarantee or our 2-year manufacturing warranty and you have not purchased a Sofacare Protection Plan, we may be able to assist you with arranging a repair. Please contact our Customer Services team on 0333 9999 777.

Extended product range - two-year guarantee – occasional furniture, dining, bedroom, mattresses

l) We offer various guarantee terms for our extended range of products including occasional furniture, dining, bedroom, mattresses and clearance furniture. For further information regarding the guarantees applicable to our extended range of products please visit our Website guarantee page www.dfs.co.uk/info/guarantee-page. The same exclusions and exceptions listed in the above paragraphs "What is not covered", "Non-authorized repairs and changes" and "Business Users" apply. We recommend you consider a bedroom and dining protection plan which can protect your furniture against accidental damage or staining.

13) Our rights to end your Contract

- a) We may end your Contract if you fail to make payment to us when it is due and still do not make payment within 7 days of us reminding you that payment is due, or you do not, within a reasonable period of time of us asking for it, 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 collect them from us.
- b) If we have no option but to end the Contract with you then we may be entitled to a reasonable 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.

14) Price and payment

Price

- a) 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 section 6 "Pricing Errors" above for what happens if we discover an error in the price.
- b) Throughout the year, we offer some of our Products to you at a discount on their normal price. Our normal price is the non-discount price that a Product has been offered at, or will be offered at, in the near future. The duration of the discount offer on any Product is never longer than the time the Product will be available at the normal price.

Payment methods

- c) We accept payment with debit or credit cards or electronically by bank transfer. We also accept cash payments in Store. Alternatively, you can choose to apply for interest free credit in which case, if you are accepted, your payments will be made in accordance with the terms and conditions 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.

Payment of outstanding balances

- d) When you place your Order and choose to pay a deposit, you agree to pay the remaining balance before delivery. 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 until we receive payment in full. Payment will not be taken on delivery.
- e) To pay any outstanding balance please use the Track my Order facility online - www.dfs.co.uk/trackMyOrder. 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, 72 hours prior to a scheduled delivery date. If you have any questions about making a payment, then please contact the Websales team on 0800 110 5000 for further information.

15) 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) If 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 via email. Please read the finance documents carefully checking that all 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 with the finance agreement and the purchase, 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.
- e) Depending upon the offers available at the time of your purchase, you can take up to 4 years interest free credit. You can choose whether to pay a deposit. Your interest free credit repayments will either begin one month after delivery of your Order (please note that if your Order includes items with varied lead times the payment will start when the first piece is delivered) or, subject to availability, if you opt for our "buy now, pay later" option, payments will start one year from the order date.

16) Complaints

- a) 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.

Regarding interest free credit

- b) If you are unhappy with how your interest free credit application was completed, please contact our Customer Services team by visiting our contact us page. 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.
- c) If you have a finance related complaint, you may raise this to us directly or via the lender. We will send you an acknowledgement email/letter within five days of receiving your complaint.
- d) Our Regulatory & Escalations Complaints Team will send you regular updates in regards to the process of your complaint. A final response will be issued to you in writing within eight weeks of receiving your complaint.

- e) Occasionally, we may require further information from you to aid in our response. This means a final response may take longer than eight weeks. If we think we will exceed the eight week resolution period we will inform you within good time.
- f) Our Regulatory Complaints Team will always work hard to ensure a fair resolution is agreed. However, if you are not happy with this resolution you have the right to refer your complaint to the Financial Ombudsman Service (FOS). Their contact details are:

Financial Ombudsman Service

Address: Financial Ombudsman, Exchange Tower, London, E14 9SR

Telephone: 0800 0023 4567

Website: <https://www.financial-ombudsman.org.uk>

Regarding your furniture

- g) 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 Services team by visiting our contact us page. 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 after this, you feel our Customer Services team have been unable to resolve your complaint and you remain unhappy, then you may wish to refer your complaint to the Furniture & Home Improvement Ombudsman (FHIO). The FHIO is an independent, not-for-profit and government approved organisation that provides Alternative Dispute Resolution services. In cases of complaints that cannot be resolved agreeably between a consumer and a retailer, they act as an independent party to impartially and fairly resolve disputes. Our Customer Services team will write to you with their contact details, or you can contact them directly via their website, [//www.fhio.org/](http://www.fhio.org/) - or by emailing info@fhio.org.

17) Use of data and privacy

We need to collect certain information from you 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 relation to your Order and in accordance with Data Protection legislation. For information regarding how we will use your personal information please see our Privacy Policy available at <https://www.dfs.co.uk/help/data-protection>.

18) Complaints

Liability

- a) DFS shall only be responsible for losses that are a natural, foreseeable consequence of our breach of these Terms. A loss is foreseeable if either it was obvious that it would happen or if at the time the Contract was made, both you and we knew it might happen (for example if you discussed it with us during the order process).
- b) 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.

Enforceability

- c) 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.

Language

- d) English is the only language offered for the conclusion of the Contract.

Rights under the Contract

- e) 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.

Governing Law

- i) 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.

Events Outside Our Control

- j) 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, provided that 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 and we will take steps to minimise the effect of the delay or non-performance. If there is a risk of substantial delay, please refer to the paragraph "Delivery lead times" in section 8 above.

Respect

k) Our colleagues are dedicated to treating customers with kindness, equality and respect, and we ask that you do the same. Aggressive and abusive behaviour will not be tolerated, and we reserve the right to cease communication if such behaviour is displayed. Unacceptable behaviour includes, but is not limited to:

- offensive or inappropriate language;
- any form of discrimination, including racist, sexist and homophobic remarks; and
- making threats towards staff members or our business.

These Terms And Conditions were last updated on 3rd March 2026.