

Terms & Conditions

This page contains information on the terms and conditions for purchases from Just Beds Plymouth. These terms and conditions apply to the purchase of any goods/ products from Just Beds Plymouth. By accessing our website and or/ placing an order you agree to be bound by all of the terms, conditions and policies set out below or within the website. Nothing in these conditions affects your rights as a consumer.

Please read these terms and conditions carefully before placing your order with Just Beds Plymouth at its discretion, may change, modify, add or remove these terms and conditions at any time and therefore it is important to read these each time you make a purchase order.

Contents of the terms and conditions:

1. Definitions
2. Application of conditions
3. Basis of sale
4. Price and payment
5. Description of Products
6. Warranties and liabilities
7. Delivery
8. Acceptance of the Product(s)
9. Recycling your old items
10. Risk and Title
11. Insolvency of Buyer
12. General
13. Headings
14. The Buyer's right of cancellation
15. Proper law of Contract
16. Limitation of liability
17. Data protection
18. Complaints and disputes

1. Definitions

- 1.1 "Buyer" means the person who buys or agrees to buy the Products/ Goods from the Seller.
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3 "Seller" means Just Beds Plymouth.
- 1.4 "Delivery date" means the date specified by the Seller when the Products are to be delivered.
- 1.5 "Products" means those goods specified.
- 1.6 "Price" means the price for the Products, including packing and VAT.
- 1.7 "Regulations" refers to The Consumer Protection (Distant Selling) regulations 2000 ("The Buyer's right to cancel").
- 1.8 "Tailored" means a Product that is non-standard.
- 1.9 "Address" refers to the address for Just Beds Plymouth. The address is Just Beds 30 Valley Road, Plymouth, Devon, PL7 1RF
- 1.10 "Consumer" shall bear the meaning given in Section 12 Unfair Contract Terms Act 1977.
- 1.11 "Contract" refers to any contract between the Buyer and Just Beds Plymouth for the sale and purchase of Products incorporating these conditions, whether completed electronically through this website or via other means.
- 1.12 "Delivery Place" refers to the delivery address as specified by you, the Buyer, in the Order.
- 1.13 "Order" refers to your offer, as the Buyer, to purchase Products that you place with Just Beds Plymouth, whether electronically or via other means.

2. Application of conditions

- 2.1 Unless otherwise agreed in writing, these Conditions shall apply to the exclusion of any other terms and conditions.
- 2.2 Each order that the Buyer places shall be deemed to be an offer by the Buyer to purchase Products from Just Beds Plymouth, the Seller, subject to these conditions.
- 2.3 Each order that the Buyer places shall be deemed to be accepted by the Seller and will become binding once the Seller issues a Confirmation to the Buyer or, if earlier, the Seller delivers the Products to the Buyer in accordance with the delivery terms and **conditions**.
- 2.4 If for any reason the Seller does not accept the Buyer's Order, the Seller will advise the Buyer as soon as practicable. This will mean that there will be no binding Contract between the two parties.

2.5 The Buyer must ensure that the details that he provides the Seller are complete and accurate and that he provides all the necessary information relating to the Supply of the Products within sufficient time to enable the Seller to perform the Contract in accordance with these Conditions.

2.6 Any typographical or clerical error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.7 If any provision of these conditions is adjudged invalid or unenforceable in whole or part the validity of the other provisions of these conditions and the remainder of those provisions in question shall not be affected.

2.8 If the Seller is not able to supply the Product and payment has already been made by the Buyer, then following agreement between the Seller and the Buyer, the Buyer's account will be refunded or re-credited with the sum paid by the Buyer. The refund will be carried out as soon as possible, in any event, within 30 days of the order. The Seller will not be obliged to offer any compensation for disappointment suffered.

3. Basis of Sale

3.1 Subject to the Buyer's right to cancel the Contract, included within clause 13, the Seller shall sell and the Buyer shall buy the Products in accordance with the Confirmation. No Contract exists between the Buyer and Seller for the sale of any Products until the Seller has received, processed and confirmed the order and the Seller has received payment in full, (in cleared funds). Once the Seller does so, there is a legal binding Contract between the Buyer and Seller.

3.2 The description of Goods shall be set out in writing in the Confirmation.

3.3 Any items that is not a bed or the specified Product in the product description on the web page that appears in any photograph or illustration on the website or in product brochures will not form part of this Contract. An example of such items are lamps, bed covers, and in certain instances headboards, (unless mentioned in the product description). Such information is for illustration purposes only and may not comprise part of the Products.

3.4 Any specifications or advertising issued by the Seller and any descriptions or illustrations contained within our website or brochures will not form part of this Contract. Such information is by way of guidance or illustration only, and may not bear any relationship with Products.

3.5 The Buyer shall not be entitled to assign the Contract or any part of it without prior written consent.

3.6 The Seller may assign the Contract or any part of it to any person, firm or company.

4. Price and payment

4.1 The Contract price for the supply of Products shall be as set out in the Confirmation. In the event of any increase in the cost to the Seller of raw materials, labour, overheads, or any increase in taxes or duties, or any variation in exchange rate the Seller may increase the Price payable under the Contract upon written notice. If notice of price increase is given by the Seller, the Buyer shall have the right to cancel the order and receive back any sums they have paid. Notice of cancellation must be received in writing by the Seller within seven days of delivery of the notice of price increase to the Buyer.

4.2 If the Seller makes an error in the Confirmation or any invoice or any receipt the Seller will correct that error within 60 days of being notified of any error.

4.3 Payment of the Price shall be due on the date of the purchase order. Payment shall be due before the delivery date and time for payment shall be of the essence.

4.5 No payment shall be deemed to have been received until the Seller has received cleared funds. There will be no delivery until cleared funds have been received.

4.6 Payment for the Products and any delivery charges can be made by any method shown on the Suppliers website at the time the Buyer places an order.

4.7 Payments shall be made by the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

5. Description of Products

5.1 The quantity and description of the Products shall be set out in the Seller's confirmation.

5.2 The Seller may make changes in the specification of the Products which do not materially affect their quality or performance required to conform with any applicable statutory requirements where the Products are supplied to the Seller's specification.

5.3 Photographs provided on the website are for illustrative purposes only and may not exactly match the Product itself.

5.4 Measurements produced on our website are for guide purposes only and may not be taken as exact.

5.5 All products supplied by Just Beds Plymouth may have a tolerance of + - 3%

6. Warranties and liabilities

6.1 The Seller warrants that the Products will correspond with their specification at the time of delivery and will be free from defect in quality, material workmanship and condition for a period of 12 months from delivery, unless otherwise specified and subject to conditions set out below.

6.2 The Seller shall not be liable for any breach in warranty clause 6.1 unless:

6.2.1 The Buyer provides written notice of the defect within 7 days of the time the Buyer discovers or ought to have discovered the defect; and

6.2.2 The Seller is given reasonable opportunity after receiving the Buyer's notice of defect to examine the Products in question and the Buyer (if asked by the Seller to do so) shall return the Products to the Address at the Seller's cost for the examination to take place there.

6.3 The Seller shall not be liable for a breach of the warranty in clause 6.2 if:

6.3.1 The Buyer makes further use of such Products after giving notice of the defect to the Seller.

6.3.2 The defect arises as a result of fair wear and tear, wilful damage, negligence, misuse, abnormal working conditions or failure to follow our oral or written instructions as to the storage of use of the Products.

6.3.3 The Buyer alters or repairs such Products without our written consent; or

6.3.4 The Buyer has not paid the Contract price for the Products by the Payment date.

6.4 Subject to clause 6.2, if any Products do not conform with any of the warranty, then within 30 days of us examining the defective Products, the Seller (at the Seller's option) will either:

6.4.1 Repair or replace such Products (or the defective part) free of charge; or

6.4.2 Refund the price of such Products (or a proportionate part of the price) provided that the Buyer delivers up the Products for collection (or, if the Seller so requests and at the Seller's expense the Buyer return the Products or the part of such Products which is defective to the Seller at the Seller's Address).

6.5 If the Seller complies with clause 6.4 the Seller shall have no further liability for breach of any warranty in condition 6.1 in respect of such Products.

Customer Information

All our products come with a one year manufacturers guarantee, if you take a look at individual descriptions on the mattresses you may find that your item comes with a warranty.

A warranty in the case of the products on our site are an extended reassurance that if the product has a manufacturers fault within the set warranty period the manufacturer will exchange or fix the item in question. Please note that in the case of warranties that this replacement is not done free of charge

and that warranties from bed manufacturers work on a sliding scale depending on how long you have had the mattress. If you have had the mattress 2 years, you will pay a smaller percentage towards a new mattress than you would if you have had the mattress 5 years.

A transportation cost will also apply on the delivery of the mattress. For delivery only a charge of £50 will incur. For delivery and collection the cost is £80

7. Delivery

7.1 All delivery charges displayed on the website are guidelines. Final delivery charges will be confirmed before despatch and processing of the Order. The Seller will not deliver to addresses outside of mainland United Kingdom.

7.2 The Products the Buyer orders will be delivered to the address specified in the order unless otherwise agreed in writing by the Buyer and the Seller.

7.3 Goods will be deemed to have been delivered once delivered to the specified address as detailed in clause 7.2 and the Seller will not be liable to the Buyer for non-delivery of the Products. The Seller does not need to satisfy itself that the person accepting delivery at the specified address is the Buyer (or authorised by the Buyer to accept delivery of the Goods).

7.4 Dates and times quoted for delivery are approximate only. The Seller shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

7.5 Generally, where an order contains more than one item all items will be delivered at the same time once all items are available.

7.6 Where a delivery date has been agreed with our carrier but the Buyer is not present to receive the delivery, the Seller reserves the right to charge the Buyer a minimum of £25 to cover the cost of the failed delivery.

7.7 If the Products ordered by the Buyer are not available or discontinued and the Seller is unable to deliver them to the Buyer within 60 days (or any other time limit agreed by the parties), the Seller shall inform the Buyer of this; cancel the Contract; and reimburse any sums paid by the Buyer (or which has been paid on the Buyer's behalf) under the Contract to the person by whom payment was made no later than 30 days after the due date for delivery of the Goods under the Contract.

7.7 Any liability to the Seller for the non-delivery of Products shall be limited to replacing the Products within a reasonable time or issuing a respective credit note/ refund raised for such Products.

7.8 The quantity or content of any consignment of Products as recorded by the Seller upon dispatch

shall be conclusive evidence of the quantity or content received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

7.9 Time for the delivery shall not be of the essence. The Products may be delivered by the Seller in advance of the quoted delivery date.

7.10 Deliveries made by national carriers will be delivered by one man and delivered to your front door.

7.11 All goods must be signed for, We are unable to deliver to unattended premises or outside of customer addresses.

7.12 We do not accept any blame or liability for customers removing or disposing of old beds or mattresses prior to delivery. We do advise that customers only dispose of old goods after acceptance of the new goods having been delivered.

7.13 Postcode areas AB31 - 38, AB41 - 56, FK19 - 21, H5, IV1, IV3 - 56 cannot be delivered on a next day basis.

7.14 Deliveries made to business addresses will have the customers authority for anybody in the building to accept goods on the customers behalf. Just Beds Plymouth will accept no responsibility once the goods have been signed for at the requested address.

7.15 For Items that are **In Stock** deliveries can take between 3 - 21 days depending on your location in the country and the type of item ordered.

7.16 If the requested delivery address is a new property and does not show up on a Google Map search, the customer must, in writing, provide necessary directions to the property. Failure to do this may lead to the failure of the delivery. Just Beds Plymouth will not be held responsible for any failed deliveries that have derived through a lack of directions or incorrect directions provided by the customer.

7.17 All products that are available on a 'next day' delivery service will be delivered by a 1 man logistics company. The services used will only deliver the ordered items to the front door of the designated delivery address. This means that if you reside in an apartment or a block of flats, the delivery driver will deliver to the lobby of the building only. Please understand that the logistics companies that offer a 'next day' service are not insured to enter a private premises. Please be aware that if you purchase a product on a 'next day' delivery service and require assistance with the positioning of the product, you must arrange the assistance yourself.

7.18 If you have any specific delivery requirements prior to ordering please E-mail justbeds@hotmail.co.uk to confirm we can meet your requirements.

7.19 Just Beds Plymouth contracted deliverers will not remove existing pieces of furniture to help

make room for newly delivered products. Likewise, old pieces of furniture will not be taken away. The customer must take the responsibility to organize the removal and disposal of unwanted furniture.

7.20 Just Beds Plymouth and our contracted deliverers if requested by the customer will assist the customer in taking the order into the premises, to the appropriate room. However, prior to delivery permission must be sought by Just Beds Plymouth and if agreed, both Just Beds Plymouth / the contractor and the personnel of Just Beds plymouth / the contractor will not accept liability for any damage both to the delivered product and to the customers property, (including all types of fixtures, fittings and building structure), whilst assisting the customer with such a request. The customer must solely take responsibility for this action. Any consequent damage should fall under the customer's household insurance.

7.21 If Just Beds Plymouth agrees to such a request, there maybe an additional charge. It will be expected that the passageway and the necessary room(s) will have been cleared in order to make way for the order.

7.22 Just Beds Plymouth / third party contractors will not assemble any orders even if requested to do so. The assembly of orders is the responsibility of the customer. Preparation for delivery: Customers are advised when accepting goods to have protective sheets available as the goods being delivered may have transferred through a number of warehouses and delivery vehicles. Just Beds plymouth will not accept any liability for any damage caused.

7.23 Please be aware for health and safety issues delivery drivers are unable to remove their shoes when delivering products into customer's houses. If you need to protect your flooring please make sure an adequate cover has been placed on the floor prior to the delivery driver arriving.

7.24 Please note that deliveries are booked in for a specific day and not a specific time of day. If an order that has been booked in for delivery needs to be cancelled or rearranged, delivery alterations will only be accepted before 12.00pm the day before the agreed day of delivery. Delivery alterations after this time will be subject to rearrangement fee.

7.25 In the unfortunate case of items that do not fit into their intended location i.e beds or furniture not going up the stairs. The customer will have to accept the delivery or make their own arrangements to relocate the goods.

8. Acceptance of the Product(s)

8.1 Other than where the Buyer acts as a Consumer, the Buyer shall be deemed to have accepted the Products 5 working days after delivery to the Buyer.

8.2 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the Contract.

9. Recycling of your old Items

9.1 We do not re-cycle or collect your old furniture beds or mattresses.

10. Risk and title

10.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery. If the Buyer wrongfully fails to take delivery of the Products, then risk of the Products shall pass to the Buyer at the time when the Seller tendered delivery of the Products.

10.2 Notwithstanding any other provision herein title to the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the Products and all other sums which are or which become due to the Seller from the Buyer on any account.

10.3 The Seller shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from the Seller.

10.4 The Buyer may not use or resell the Products before ownership has passed.

10.5 The Buyer grants the Seller the licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or where right to possession has terminated, to recover them, and to use reasonable force in doing so.

11. Insolvency of Buyer

11.1 This clause applies if:

11.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt, or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

11.1.2 An emcombrancer takes possession, or a receiver is appointed, of any of the property of assets of the Buyer, or

11.1.3 The Buyer, not being a Consumer, ceases or threatens to cease, to carry on business, or

11.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur

in relation to the Buyer and notified the Buyer accordingly.

11.2 If the clause applies, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Products have been delivered but not paid for the Price shall become immediately due and payable, despite any previous arrangement or agreement to the contrary.

12. General

12.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside of their reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction or unavailability of power at the Seller's premises or its/ suppliers manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, import or export regulations or embargoes (including the failure of the Seller's suppliers to obtain any necessary export permits licences or other authorisations) and the party shall be entitled to a reasonable extension of its obligations.

12.2 Provided that if any event referred to in clause 11.1 continues for a period in excess of 30 days, the Buyer will be entitled to give notice in writing to terminate the Contract.

12.3 Any notice required or permitted to be given by either party to the other under the conditions shall be in writing and in the case of notices to the Seller, addressed to the Seller at its Address or in the case of notices to the Buyer, at the Buyer's address as provided to the Seller.

12.4 Failure or delay by the Seller in enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

12.5 In the event that a wooden or metal bedframe is purchased, the seller is not responsible for replacing damaged parts if the bedframe has been improperly constructed or improperly used. Any metal or wooden bedframe that is being used on laminate or wooden flooring must have anti slip pads under the centre legs and they must be straight or the bed will collapse. Also the bed once assembled is not to be dragged with the mattress on it, as this will cause excess pressure on the central support causing the bed to collapse

13. Headings

13.1 The headings of the Clauses in these conditions are intended for reference only and will not affect the construction of these conditions.

13.2 Representations- no statement, description, warranty condition or recommendation contained in any price list, advertisement or communication or made verbally by any of the Agents or Employees of the Seller shall be construed to enlarge, vary or override in any way thereof any of these conditions.

13.3 Additional costs- The Buyer agrees to pay for any loss or extra cost incurred by the Seller through the Buyers instructions or lack of instructions or through failure to delay in taking delivery or through any acts or default on the part of the Buyer, its servants, agents or employees.

14. The Buyer's right of cancellation

14.1 In accordance with the Regulations the Buyer has the right of cancellation within 7 days except where a Product is tailored to customer requirements and without fault.

14.2 To exercise the Buyer's right of cancellation, the Buyer must give written notice to the Seller by letter or e-mail giving details of the Products ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

14.3 Once the Seller has been notified of the cancelling of the Contract, the Supplier will refund or re-credit the Buyer within 30 days for any sum that has been paid or debited from the Buyer's credit card for the Products.

14.4 If the Buyer does not cancel the Contract in accordance with clauses 3.1 and 3.2, the Buyer shall be deemed to have accepted the Goods and will not be liable to return the Goods to the Seller.

14.5 If the Seller has delivered the Products to the Buyer but the Buyer wants to cancel the Contract, as prescribed in clauses 13.1 and 13.2, the Buyer must retain possession of the Goods until the cancellation notice has been sent to the Seller within the relevant time limit. The Products can not be used. The Buyer will be responsible for returning the Products to the Supplier at the Buyer's own cost. The Products must be returned to the address in the definitions section. The Buyer must take reasonable care to ensure that the Products are not damaged in the meantime or in transit and return them in the packaging and condition they were delivered to the Buyer.

15. Proper law of Contract

15.1 The Contract shall be governed by the law of England and Wales and any dispute, question or remedy howsoever arising determined exclusively by the Courts of England and Wales.

16. Limitation of liability

16.1 The Seller's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or

contemplated performance of this agreement shall be limited to the price paid for the Products.

16.2 Nothing in these conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

16.3 The Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for the loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

17. Data protection

17.1 The Seller will take all reasonable precautions to keep the details of the Buyer's order and payment secure but unless the Seller is negligent, the Seller will not be liable for unauthorised access to information supplied by the Buyer.

18. Complaints and disputes

18.1 If the Buyer has a complaint about the Goods or service, the Buyer should contact, Just Beds Plymouth, the Seller by:

18.1.2 Post- sent to the Address in the definitions section

18.2 The Seller will try to respond in writing to the Buyer's complaint within 14 working days of receiving it.

If you do not agree with our terms and conditions, please do not use our website.

Just Beds, 30 Valley Road, Plympton, Plymouth, PL7 1RF.