



BEDTIME READING



Our aim is to be the UK's best bed retailer. For us this is about selling industry leading products, offering great value and providing exceptional customer service. We don't just want you to end up with the perfect bed, we want the whole experience to be painless.

Please read the terms and conditions provided in this pack. We work hard to make sure there are no issues, but it's important to know where you stand in the unlikely event when things go wrong. You can also find these online at www.bensonsforbeds.co.uk

Unless you've made a special arrangement with us, your delivery date will be written in the top right hand corner of your invoice. Before that day please read through the next few pages so you know what to expect.

SIZE MATTERS*

It might sound obvious but please don't just measure the room the bed will be going into. Make sure you've also checked it fits through your front door, up any stairs, round any bends and into its final spot. To help you, approximate sizes including packaging are:

S Single

95cm x 195cm (3'1" x 6'5")

SD Small Double

125cm x 195cm (4'2" x 6'5")

D Double

140cm x 195cm (4'7" x 6'5")

K Kingsize

155cm x 205cm (5'1" x 6'9")

SK Super Kingsize

185cm x 205cm (6'1" x 6'9")

* These dimensions are provided here only to ensure you have sufficient space available to enable your product to be easily delivered. They should not be relied upon as accurate dimensions of any particular product. If you are expecting your product to be a specific size, please refer to your product literature or consult a Sleep Wellness Advisor

Please also make sure the van will fit down your road. The vans are around 8.5m long, 2.5m wide and 3.5m high.

WHAT WE NEED FROM YOU

If you would like someone else to discuss your queries with us, you'll need to give us permission to speak with them.

If you have any special delivery requirements please let us know ASAP.

Make sure you have paid in full at least 5 working days before your delivery date. If you haven't, we'll have to reschedule. Please allow 10 working days for cheques to clear.

To arrange or amend delivery of your order, please visit www.bensonsforbeds.co.uk/delivery-booking/. If your delivery has already been arranged you will be able to change the date up to 3 working days prior to your order being delivered.

On your delivery day, make sure someone is home for the entire delivery slot. If someone isn't available, you may be charged for non-delivery and storage.

Clear a path from your door to your bedroom, and we'd advise you to remove any valuables, pictures and ornaments from the route too.

Check your delivery and report any damage to the driver immediately, or phone customer services on 0333 222 6800 within three days of delivery.

If you have any questions, please don't hesitate to give us a call on 0333 222 6800 or email enquiries@bensonsforbeds.co.uk.
Opening times are 8am to 6pm Monday to Friday

GREAT SLEEP DELIVERED

We use different delivery methods depending on what you've ordered and where you live. Our Sleep Wellness Expert should have let you know how your items will be delivered and whether they will need assembly. Give us a call if you aren't sure.

If you have ordered multiple items you might have more than one delivery type.

Either way, items will be delivered directly to the room of your choice. Please be aware, many of our bed frames are delivered in flat pack form for self-assembly.

For Direct Home Delivery (DHD) – please see the DHD leaflet for more details.

WE'LL CALL....

24-48 hours before delivery to confirm whether we are coming in the morning or afternoon. A morning delivery is 7am to 2pm with an afternoon delivery being anytime after 12pm.

Where your goods are being delivered by third party carriers (this may be the case for Scottish Highlands and Islands, North Wales and other remote parts of mainland UK) they will get in touch with you to arrange delivery within 48 hours of collecting your goods from us.

We recommend you keep your bed until the new one arrives on the day of delivery, occasionally things beyond our control go wrong.



**Furniture &
Home Improvement**
Ombudsman

We're also proud to be full members of The Furniture Ombudsman. We're signed up to their code of practice meaning you can get unbiased, informed advice on products or services.

You can call them on 0333 241 3209, visit www.fhio.org, or write to:

The Furniture and Home Improvements
Ombudsman, Premier House, First Floor,
1-5 Argyle Way, Stevenage SG1 2AD

FINANCE AGREEMENT

Applicable to customers purchasing with finance.

You may have taken advantage of one of our finance options to purchase your product(s). If you have we will have provided you with an electronic or printed copy of your agreement and pre-contract information.

This information includes:

- Monthly payment details
- Total loan value and amount
- APR information
- Details of our credit provider; please note that Bensons acts as a credit intermediary
- Credit terms and conditions

We are regulated, as are our credit provider, by the Financial Conduct Authority in relation to credit.

COMFORT MATTERS – OUR GUARANTEES

We hope that you'll get into your new bed on the day it arrives and not want to get out of it again.

But, we recognise that sometimes things don't go quite to plan.

Your comfort is the most important thing to us. And we've put in place three guarantees to help ensure it.

1) 40 night comfort guarantee

2) Five year guarantee

3) Price guarantee

The next few pages will explain more about these.

1) 40 Night Guarantee

We'll exchange your mattress if, after sleeping on it for 40 nights, you don't find it comfortable.

- This must be a minimum of 40 nights and a maximum 56 nights.
- You must be able to provide proof of purchase.
- You must use a mattress protector. A free mattress protector is provided with our optional BedGuard plan.
- When a mattress and frame or base is purchased as separate items on the same order we will only exchange the mattress and not frame or base.
- When a divan set is purchased we will exchange the full divan set and not just the mattress.
- You can only exchange your mattress within it's guarantee period.

OPTIONAL 'BEDGUARD' PLAN

It's a sad fact but accidents do happen! That's why we offer an optional 5 year BedGuard plan.

Our in-store leaflet explains what is covered, the prices, full terms and conditions and how to make a claim or complaint. Our sales team will have offered you this service.

If you have chosen to take advantage of this optional service, you will have been provided with a copy of the leaflet at point of sale. If you have not yet received delivery of your items but wish to purchase the optional BedGuard please contact the store you purchased from or our sales team who will be happy to assist you

- The guarantee does not apply to the colour, height or width of your bed.
- It doesn't apply to clearance items, ex-display items, sofa beds, guest beds, folding beds, futons, and the 'starter' value mattress.
- If you do opt for an exchange it will be subject to a charge of 10% of the original bed value and a re-delivery charge to cover some of the costs.
- You'll also need to make up the price difference if you opt to exchange for a more expensive mattress.
- If the new mattress is cheaper unfortunately you won't be eligible for a refund.
- If you swap from an automatic bed to a normal bed you'll have to pay back any VAT rebate.
- If you want to register and arrange a bed inspection give us a call on **0333 222 6800**.

2) Five year guarantee

We'll replace or repair any part of a bed defective due to faulty materials or workmanship free of charge within five years of purchase or 10 years on selected items, you will be notified of any guarantees at the time of purchase..

- This applies even if the manufacturer's guarantee has expired.
- For all other items we offer a one year guarantee. But it's worth checking if your items are covered by longer manufacturer guarantees.
- We'll need photos of the issue to determine a manufacturing defect and in order for you to make a claim.
- Sometimes we might arrange to send a furniture technician to have a look. The decision of this inspector will be final.
- We'll try our best to exactly match fabrics when replacing a divan base, mattress or drawer.
- If repair or replacement isn't possible we'll offer you the chance to pick an alternative product. If this is more expensive you'll need to make up the difference.
- The guarantee is non-transferable and only applies to the original buyer and UK mainland. Your statutory rights aren't affected by these terms and conditions.

We won't cover:

- Excessive wear and tear or times when care instructions haven't been followed.
- Accidental damage after our delivery team have left.
- Accidental damage (we always advise using a mattress protector).
- Items bought when reduced for clearance (these are covered by our 12 month guarantee). Ask in-store for details.

However, if you purchase our optional BedGuard plan before your bed set is delivered you will be covered, because accidents do happen!

See our in-store leaflet or ask a Sleep Wellness Expert for exact details.

3) Price guarantee

If, within 30 days from the date of purchase you find the exact product (including delivery charges) we've sold you for less somewhere else we'll refund double the difference.

This offer excludes online or catalogue retailers and other Bensons stores. Or if the product is subsequently reduced.

For full terms and conditions visit www.bensonsforbeds.co.uk

Buying the bed that's right for you is an important decision.

Our aim is to be the UK's best bed retailer. For us this is about selling industry leading products, offering great value and providing exceptional customer service. We don't just want you to end up with the perfect bed, we want the whole experience to be painless

OUR COMMITMENT TO YOU

To do this, we train our staff in seven principles:

- 1) Helping you choose the right product
- 2) Getting it right first time
- 3) Fault free products
- 4) Handling your order carefully
- 5) Delivering direct to your room
- 6) Taking care in your home
- 7) Not letting you down

Here's more information on our principles and what we'll do if things don't go right:

1) Helping you choose the right product

Our in-store Sleep Wellness Advisor are experts in helping you find the right bed. They'll talk to you to understand what you want from a bed as well as helping you use our innovative sleepPRO™ technology. We support this process with our 40 Night Comfort Guarantee.

2) Getting it right first time

If your order is incorrect or we deliver the wrong product then (as long as the right one is in stock) we'll contact you to rearrange delivery.

3) Fault free products

We work with our suppliers to ensure products are fault free. Any manufacturing defects will be replaced as soon as possible.

4) Handling your order carefully

If your order is damaged in transit then we will replace it as soon as possible.

5) Delivering direct to your bedroom

We'll deliver direct to your bedroom, Monday to Friday, anywhere in the UK for free. Alternatively for a small charge you can choose from a variety of services, such as AM or PM delivery slots, divan assembly services with all packaging removed or Saturday delivery, all for your convenience. Free delivery excludes shop floor clearance models.

6) Taking care in your home

Accidents are rare. But if we damage your property during delivery we will tell you about it at the time and make sure you aren't out of pocket to fix the damage.

If you notice damage that we haven't spotted please give our customer service team a call within 3 days with or as soon as possible on **0333 222 6800**.

7) Not letting you down

If we get something wrong we'll put it right as soon as we can.

Getting in touch

If you have any questions, please don't hesitate to give us a call on **0333 222 6800**.

Please don't ever hesitate to get in touch with us. Just make sure that you have your sales order number handy so that we can help you more quickly (this is in top right hand corner of your invoice).

Our highly trained customer service team are focussed on sorting out your issue quickly and professionally.

You can also contact us via our website www.bensonsforbeds.co.uk/contactus or through **Facebook** www.facebook.com/bensonsforbeds or **Twitter** www.twitter.com/bensonsforbeds

Taking it further

Our aim is to avoid issues completely and sort them out very quickly if they do occur. However in the unlikely event that we haven't come to an agreeable resolution, we're proud to be full members of Furniture and Home Improvement Ombudsman.

We're signed up to their code of practice meaning you can get unbiased, informed advice on products or service.

You can call them on 0333 241 3209 at any time or visit www.fhio.org

TAKING CARE OF YOUR NEW PURCHASE

We hope you'll be really happy with your purchases. The next few pages explain ways you can look after what you've bought to make sure it lasts even longer. We've also included some general product details you might find helpful.

BedGuard Kit

We're proud of our products and we want you to get the very best from them. That's why we recommend our Care Kit for cleaning and keeping bed sets and bedroom furniture in tip top condition. It has been put together to provide the specialist cleaning solutions and cloths your new products need. Remember, using an alternative cleaning product could invalidate your optional 5 year BedGuard guarantee should you choose to purchase it. (See your guarantee.)

Mattresses

- Mattresses feel different on different bases. If you have switched between a divan and a bed frame, it might take a few nights to get used to the change.
- New mattresses sometimes have a new car type smell. This will reduce over time. The more you can air the mattress the quicker this will go.
- As strange as it sounds; your mattress is like a good pair of shoes. The more you wear it in, the better it will fit you.
- A lot of our mattresses are made up of deep layers of luxury filling. These compress just the same way a pillow does to support your head and neck. This means indentations, or dips will appear. These are a good thing and a sign of quality. In sprung mattresses this is called settlement. In foam mattresses it's called compression, and is perfectly normal.
- Turning or rotating the mattress helps you to get the most from your mattress. The best thing to do is to turn or rotate the mattress every week for the first two months and then every 6-8 weeks after that. If the mattress is non-turn, then you can still rotate it from head to foot.
- If you lie in the same spot on your bed a dip will develop. Turning, flipping or rotating will help. But it's a good idea to change where you lie to avoid this.
- We won't deem a mattress faulty if the dips indicate it hasn't been turned or rotated.

Memory Foam

- Memory foam uses your body heat to mould around you to make you comfortable. This can make some people feel a bit warm. In order to reduce this, memory foam makes use of special cooling fabric and intelligent airflow systems.
- Memory foam will feel softer when it's warm and harder when it's cold so if your bed is next to a radiator it will have an effect.

How to measure your stairs

Thank you for choosing Bensons for Beds.

We know everyone's home is different and not all stairs are the same. That's why making sure the item you have ordered fits up your stairs now could prevent a lot of problems and disappointment on the day of your delivery.

Double check the measurement

All you need to do is **measure the shortest distance from the bulkhead A to the nearest step B** as shown by the arrow in the diagram opposite.

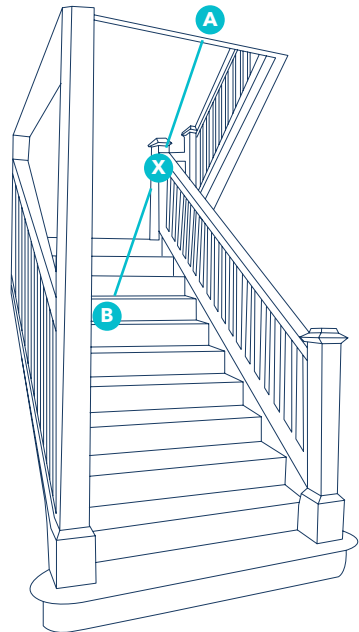
It's the shortest distance **X** that's important.

Remember...

Some of our mattresses are very deep and firm, so they won't bend very much. It's also a good idea to move any furniture, ornaments or pictures in the path of your delivery.

What's next?

After you leave the store today, you have 24 hours from the time of purchase to let us know if you think there could be a problem with access. If there is, don't worry, you can choose a different bed or mattress with no administration charge - just call back into the store where you placed your order.



Mattress Size Guide.

(Approximate dimensions)

Super King 180cm x 200cm (6' x 6'6")

King 150cm x 200cm (5' x 6'6")

Double 135cm x 190cm (4'6" x 6'3")

Small Double 120cm x 190cm (4' x 6'3")

Single 90cm x 190cm (3' x 6'3")

Small Single 75cm x 190cm (2'6" x 6'3")

These dimensions refer to the mattress only.

Got a Question?

Your query is important to us and our dedicated Customer Service team are ready to help you with your concerns.

Give Customer Services a call on **0333 222 6800** or email enquiries@bensonsforbeds.co.uk.

Opening times Monday to Friday 8.00am - 6.00pm.

Bed frames, bases and drawers

- Drawers aren't meant to hold more than about 15kg (2 stone). They'll break if they get overloaded.
- If a drawer is sticking it's best to lift the base if you can and check the drawer hasn't come off its runners.
- If your floor isn't flat, stress will end up poorly distributed which can cause a squeaky base. By oiling the base and tightening the screws you can minimise the chances of this happening.

Furniture

- Just like new mattresses, furniture might have a bit of a smell when it first arrives. It's nothing to worry about – but airing your room is a good idea to get rid of this.
- If items need assembly, make sure you don't accidentally throw away spares or instructions when you dispose of the packaging.
- Dust items with a clean cloth, or slightly damp cool cloth. Don't use abrasive household cleaners or polishes as they could cause permanent damage.
- Your furniture may discolour if you leave it in direct sunlight or leave things on it permanently. Try to also avoid exposing your furniture to direct heat, sharp objects or water.
- We make every effort to match colours and finishes on our products but a lot of our products are made from materials like wood, fabric and leather. This means there'll be natural variation in dye, shade, grain and texture. This will be more so with our hand distressed products. Variations are a design feature not a fault.
- If a panel, door or drawer needs replacing we'll make our best effort to match the materials but we can't guarantee a perfect match.

Handling, assembly and safety

- Make sure you get help assembling, moving or lifting your furniture.
- Some items are really heavy. It's always best to remove shelves, drawers and doors before moving anything.
- Make sure you always lift items from the base rather than dragging anything or lifting it by its top.
- If something has come with straps to fix it to the wall, it's for a reason. Make sure you fix it to the wall so it can't topple over.
- Be careful not to assemble wardrobes too close to the skirting board as carpet grippers could tilt the wardrobe forward.
- If your floor isn't flat it may mean your furniture doesn't sit quite square.
- Try not to overload shelves to make sure they don't bow and weight is distributed evenly.

Pets

As much as we love them, they don't always respect our furniture. So, if you have a pet, why not consider our BedGuard plan for added peace of mind.

If you have any questions, please don't hesitate to give us a call on **0333 222 6800** or email enquiries@bensonsforbeds.co.uk. We'll get back to you as quickly as we can. Opening times are 8am to 6pm and 9am to 2pm Saturday.



@BensonsForBeds



www.facebook.com/bensonsforbeds

bensonsforbeds.co.uk

Benson for Beds, Huncoat industrial Estate, Bolton, Avenue,
Accrington, Lancashire BB5 6NJ. Tel: 0333 222 6800

We are Bensons for Beds and these are the terms and conditions relating to purchases made in our store (the "terms and conditions"). These terms and conditions together with the Bedtime Reading document set out the terms and conditions on which we supply our goods ("Goods") from our stores.

Please read these terms and conditions carefully and make sure that you understand them, before ordering any Goods from our store. By ordering, you agree to be bound by these terms and conditions. Your attention is drawn in particular to the provisions of your and our ability to cancel (clauses 4 and 11), the Liability clause under which we limit our liability to you (clause 12) and the Force Majeure clause which allows us to cancel the contract if factors beyond our control intervene (clause 14).

Please make sure you ask for any variations from these terms and any documents (such as the Bedtime Reading document) to be confirmed in writing. Please understand that if you are unable to accept these terms and conditions, you will not be able to order any Goods from our store.

1 Information about us

Bensons for Beds is a trading name of Bensons for Beds Retail LTD, which is a company registered in England and Wales under company number 12528962 and with our registered office at 3rd Floor, The Globe Centre, 1 St James Square, Accrington, Lancashire, BB5 0RE, and with a VAT registration number 357 906758

2 Your status

By placing an order through our store, you warrant that:

- you are legally capable of entering into binding contracts;
- you are at least 18 years old; and
- you have provided accurate details about yourself including your name, address and payment details and a contact number on which you can be easily reached.

3 How the contract is formed between you and us

Your order form, once signed by you, constitutes an offer for you to buy the Goods (an "Order"). All Orders are subject to acceptance by us, and we are free to accept or decline your offer at our absolute discretion. Once an Order, signed by you, is signed by one of our sales team, the completed order form together with these terms and conditions and the Bedtime Reading document form a legally binding contract between you and us (the "Contract").

We shall assign an order number to the Order and inform you of it at the time of sale. Please quote the order number in all subsequent correspondence with us relating to the Order.

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, technology, payment methods, relevant laws and regulatory requirements and/or in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

4 Order Amendments and Return of Goods

You are able to amend your order within 24 hours of placing it by contacting the store where you placed your order.

Should you wish to amend your order after 24 hours then please contact the store where you placed the order. If the amended order is of a lower value then the difference will not be refunded. If the amended order is of a higher value, then that extra cost will be charged.

Should you wish to cancel your order within 24 hours of placing it then please contact the store where you placed the order. Cancellation within 24 hours is free of charge.

Should you wish to cancel your order after 24 hours then please contact the store where you placed the order. DEPOSITS ARE NOT REFUNDED WHERE A CANCELLATION REQUEST IS RECEIVED MORE THAN 24 HOURS AFTER ORDERING.

This provision does not affect your other statutory rights as a consumer.

Advice about your legal rights is available from your local Citizen Advice Bureau or trading standards office.

You must ensure that on the day of delivery (or collection if appropriate), the access to the property where the Goods are being delivered to (or collected from) is clear and free from obstruction. If you or a nominated adult aged 18 or over are not available or the access is not clear and free of obstruction then we will not be able to deliver (or collect) the Goods. Should windows or doors need to be removed to allow access, it is your responsibility to arrange this at your own cost and your own risk. We do not accept any responsibility for damage to your property during delivery or collection other than damage due to our negligence when our liability is limited to the repair of that damage with no element of betterment.

Should you wish to cancel your Order once you have received delivery of the Goods, you will not be able to unless you have a statutory right to do so because the Goods are faulty or not as described. You also have a statutory duty to take reasonable care of the Goods. If you breach this duty, we may have a right of action against you.

If you wish to return the Goods to us after delivery we will discuss the issue with you and, if necessary, examine the Goods.

We shall process the refund due to you as soon as possible, and in any case, within 14 days of the day we confirmed to you that you were entitled to a refund. We will refund the price of the Goods in full, any applicable delivery charges and not charge you any collection charge for collecting the Goods from you.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

We will take reasonable steps to pack the Goods properly and to ensure that you receive your Goods in good condition.

We will not be responsible for any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we or the manufacturer do not recommend, your failure to follow our or the manufacturer's instructions, or any alteration or repair you carry out without our prior written approval.

The Contract applies to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform to the Contract.

5 Product Specification

Any photographs, models, samples, drawings, sizes and/or product description or advertising we issue, and any illustrations contained in our catalogues, brochures, emails or on our website are produced solely to provide you with an approximate idea of the Goods they describe and/or are representative of the finished product. All Goods are manufactured within the standard industry measurement tolerances.

Your Order is unique to you and will be supplied in accordance with the instructions and specification as detailed in the Bedtime Reading document. Every effort will be made to match all colours and finishes in our stores. Notwithstanding this all Goods are purchased and supplied, on the understanding that there may be slight dye, shade and grain variations, particularly with natural products such as wood and leather. Leather products are made from quality hides and may not be uniform in colour or texture and will show natural marks and scars. Colours may also change with age and exposure to sun and other climatic conditions.

Occasionally we may supply Goods with minor differences in specification due to circumstances beyond our reasonable control. Should this be the case any differences will result in the Goods being of an equal or improved standard, and it will not affect your rights under the law, and any guarantee we may offer will continue to apply.

6 Extended Care and Protection

Extended Care and Protection may be purchased separately when available in order to further protect your investment.

7 Delivery

All delivery times quoted at the time of order are estimated and so cannot be guaranteed. Whilst we will make every effort to deliver within the estimated delivery time, occasionally deliveries may be affected by factors beyond our control. We will deliver to the delivery address stated and confirmed by us in the Order. Should you wish to change the delivery address from the address given in the Order that has been confirmed by us in the Order then you must have notified us and have obtained our agreement in writing to any change in delivery address prior to any delivery taking place.

Where applicable; we will contact you to arrange delivery and ensure that full payment has been made prior to your order being delivered. We do not have storage facilities and therefore you will need to take delivery within 14 days of the initial date offered. If you are unable to accept delivery within 14 days we can store your product at a charge of £25 per week. If you are not going to accept delivery yourself, you must notify us in advance of the nominated adult who will take delivery.

Goods will be delivered to Mainland Britain and Northern Ireland only.

A delivery charge will apply on all orders unless we agree otherwise. The amount is variable depending on the Order and is made clear at the point of Order on your invoice and is also referred to in the Bedtime Reading document. Unfortunately, we are not able to arrange for collection of Goods from our distribution centres on sales processed through our store.

Where you have ordered multiple Goods from us we may need to make more than one delivery to you. Should there be an extra delivery charge for us to do this, we shall let you know in advance. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs.

Delivery of the Order shall be completed when we deliver the Goods to you.

8 Title and risk

The Goods will be your responsibility from the time of delivery.

Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

9 Price and payment

Save where payment is to be made by finance agreement, we will require payment in full of the value of the Order inclusive of VAT and any delivery costs 5 working days prior to delivery.

Where payment is to be made by finance agreement we may require a deposit to be paid at the time the Order is made.

The price of the Goods will be as quoted in our store from time to time. The delivery charge will be as set out in clause 7 above.

If you have purchased an item of bedroom furniture then you will also need to ensure that full payment is received within 21 days of placing the order.

The prices of Goods include VAT. However, if the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

The prices of the Goods and delivery charges are liable to change at any time, but changes, other than changes in the VAT rate as set out above, will not affect orders which are confirmed.

10 Finance

Where credit approval is 'deferred' your Goods will not be delivered until approval is given by our credit provider. We will advise our finance providers to activate your account from the date of agreed delivery or date of purchase dependent upon the finance product taken. (Please note purchasing via a finance agreement will extend the delivery time of the product by up to 14 days).

Our full terms and conditions relating to your finance agreement are provided at point of sale in conjunction with our finance provider.

If, for any reason you would like to make a complaint about our role in arranging your finance agreement please contact our Customer Service Centre, c/o Bensons for Beds, Huncoat Industrial Estate, Bolton Avenue, Accrington, Lancashire BB5 6NJ. If you are unhappy with our response you can write to: Financial Ombudsman Service, Exchange Tower, London E14 9SR, who will investigate your complaint and advise accordingly.

11 Cancellation by Bensons

We reserve the right to cancel an Order and terminate the Contract if:

- (a) we do not have the stock to fulfil an order,
- (b) we are unable to deliver your order,
- (c) your payment was not authorised,
- (d) the Goods contained in your Order were incorrectly described or priced on the website,
- (e) you have not complied with the Contract; or
- (f) there is some other substantial reason which means we need to cancel the order.

If the order is cancelled by Bensons, we shall aim to notify you as soon as possible. We shall reimburse you in full if we were forced to cancel under points (a) or (d). We shall reimburse you in full if we were forced to cancel under points (b) or (f) and the reason for the cancellation was wholly or substantially our fault.

If you are not entitled to a full refund then we shall treat the Order as if it were cancelled by you under the Bedtime Reading document.

12 Our liability

Subject to the provisions of this paragraph, if we fail to comply with the terms and conditions of the Contract, then our liability to you will be limited to the value of the Goods contained in the Order to which your complaint relates and for which you have paid.

We only supply Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and we have no liability to you for any consequential loss, loss of profit, loss of business, business interruption, or loss of business opportunity.

Nothing in the Contract excludes or limits in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by the Consumer Rights Act 2015;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

Subject to the provisions of this paragraph, we are not liable to you for loss or damage you suffer that is indirect, consequential or special.

Subject to the provisions of this paragraph, the express terms of the Contract are in place of all warranties, representations, conditions, terms, undertakings and obligations which, but for the Contract, would be implied or incorporated by law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

13 Data Protection

We are a registered data controller for the purposes of the Data Protection Act 1998 (the "Act") and we will comply with the statutory requirements imposed on us to keep your personal data confidential and secure.

Telephone conversations with us may be recorded for the purposes of monitoring customer service standards and for security.

Your information (or the information of the nominated adult) will be used to process your Order, deliver your Goods and/or to handle any claims made under any guarantee. In order to do so we will need to disclose your personal data to selected third parties including a finance company when applicable.

If you so choose, your personal data can also be used to enable us, to notify you of any special offers or services we feel may be of relevance and interest to you. To do this we may share your personal data with carefully selected third parties.

14 Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action
- (b) civil commotion, riot, invasion, piracy, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) inclement weather, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event. Should the Force Majeure Event continue for a period of more than 3 months then either party will have the right to terminate any contract that exists between ourselves forthwith without any further liability to the other party apart from providing you with a refund if you have not received the Goods.

15 Transfer of rights and obligations

You may not transfer any of your rights or obligations under the Contract to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the Contract to another organisation, but this will not affect your rights under the Contract.

16 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our store or telephone sales system, you accept that communication with us will be mainly electronic. We may contact you by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your legal rights.

17 Notices

All notices given by you to us must be given to our Customer Service Centre using the details provided below.

We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 16 above. Notice will be deemed received and properly served, 24 hours after an e-mail is sent, or three days after the date of posting of any letter (if sent from the UK). In proving the service of any notice, it will be sufficient to prove, in the case of a letter posted in the UK that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

General

If any court or competent authority decides that any of the provisions of the Contract is invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

If we fail, at any time while the Contract is in force, to insist that you perform any of your obligations under the Contract, or if we do not exercise any of our rights or remedies under the Contract, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these terms and conditions of the Contract shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

The Contract applies between us in respect of the matters described herein to the exclusion of all other terms (including any terms and conditions that you purport to apply). You shall not be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in these documents or otherwise provided in writing.

A person who is not party to the Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

The Contract shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.

Alternative Dispute Resolution

If you are not entirely satisfied with your purchase please contact our Customer Service Centre at Customer Services, Bensons for Beds, Huncoat Industrial Estate, Bolton Avenue, Accrington, Lancashire BB5 6NJ. We will try to resolve any issues that you have as quickly as possible and if necessary we will explain how to follow our complaints procedure.

If you remain unhappy with our final response, you may be entitled to refer your complaint to The Furniture and Home Improvement Ombudsman and we are bound to follow any decision that they make. To find out more about The Furniture and Home Improvement Ombudsman and how you might be able to use their dispute resolution service visit www.fhio.org or telephone 0333 241 3209.

Contacting our Customer Service Centre

Please read this document carefully and if you have any questions please contact the Customer Service Centre by e-mail at enquiries@bensonsforbeds.co.uk and we will get back to you, or if you prefer by telephone on 0333 222 6800 or by post to Customer Service Centre, c/o Bensons for Beds, Huncoat Industrial Estate, Bolton Avenue, Accrington, Lancashire BB5 6NJ.