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## CONSUMER TERMS OF SALE

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These Consumer Terms of Sale, together with all other documents referred to herein, set out the terms under which Goods are sold by us to consumers through this website, [www.freshfurnituredirect.co.uk](http://www.freshfurnituredirect.co.uk) (the “**Site**”). Please read these Terms carefully and ensure that you understand them before ordering any Goods from the Site. You will be required to read and accept these Terms when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Goods through the Site.

### 1. Definitions

In these Terms, the following expressions have the following meanings:

“ <b>Contract</b> ”	means a contract for the purchase and sale of Goods;
“ <b>Goods</b> ”	means the goods sold by us through the Site;
“ <b>Goodwill Guarantee</b> ”	means the goodwill guarantee we offer, which exists to enhance the legal rights of our customers to change their mind and return Goods to us;
“ <b>Order</b> ”	means your order for Goods;
“ <b>Order Confirmation</b> ”	means our acceptance and confirmation of your Order; and
“ <b>Order Number</b> ”	means the reference number for your Order.

### 2. Information about us

[www.freshfurnituredirect.co.uk](http://www.freshfurnituredirect.co.uk) is owned and operated by Fresh Furniture Direct Limited, a limited company registered in England whose registered address is Office 7, 35-37 Ludgate Hill, EC4M 7JN and trading address: 4 Dewar Court, Astmoor, Cheshire, WA7 1PT.

### 3. Access to and use of the Site

**3.1.1** Access to the Site is free of charge.

**3.1.2** It is your responsibility to make all arrangements necessary to access our Site.

**3.1.3** Access to our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Site (or any part of it) at any time and without notice. We will not be liable to you in any way if our Site (or any part of it) is unavailable at any time and for any period.

**3.1.4** Your use of the Site is subject to our website Terms of Use at [www.freshfurnituredirect.co.uk/terms](http://www.freshfurnituredirect.co.uk/terms). Please ensure you have read them carefully and that you understand them.

#### **4. Age restriction**

Consumers may only purchase Goods through the Site if they are at least 18 years of age.

#### **5. Business customers**

These Terms and Conditions do not apply to customers purchasing Goods in the course of business. If you are a business customer, please consult our Trade Terms of Sale at [www.freshfurnituredirect.co.uk/trade-terms](http://www.freshfurnituredirect.co.uk/trade-terms)

#### **6. International customers**

We only sell to customers in the United Kingdom. We do not accept orders from, or deliver to, customers outside the United Kingdom.

#### **7. Goods, pricing and availability**

**7.1.1** We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from us correspond to the actual Goods. However, please note that:

**7.1.1** images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;

**7.1.2** images and/or descriptions of packaging are for illustrative purposes only. The actual packaging of Goods may vary.

**7.1.3** only goods stated in the product description will be received.

**7.1.2** Clause 7.1 above does not exclude our responsibility for mistakes due to our negligence and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to clause 11 below if you receive incorrect Goods (ie Goods that are not as described).

**7.1.3** Where appropriate, you may be required to select the required size, model, colour, quantity, number, pattern of the Goods you are purchasing.

**7.1.4** We cannot guarantee that Goods will always be available.

**7.1.5** Minor changes may, from time to time, be made to certain Goods between your Order being placed and us processing that Order and dispatching the Goods (for example, to reflect changes in relevant laws and regulatory requirements or to address technical or security issues). Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods. However, if any change is made that would affect your use of the Goods, we will inform you.

**7.1.6** We make all reasonable efforts to ensure that all prices shown on the Site are correct at the time of going online. We reserve the right to change prices and to add, alter or remove special offers from time to time and as necessary. Changes in price will not affect any Order you have already placed, though please note clause 7.9 below regarding VAT.

**7.1.7** All prices are checked by us before we accept your Order. If we have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will cancel your order. If the correct price is higher, we will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If we do not receive a response from you within 7 days, we will treat your Order as cancelled and notify you of this in writing.

**7.1.8** If the price of Goods you have ordered changes between your Order being placed and us processing that Order and taking payment, you will be charged the price shown on our Site at the time of placing your Order.

**7.1.9** All prices on our Site include VAT. If the VAT rate changes between your Order being placed and us taking payment, the amount of VAT payable will be automatically adjusted to the new rate as it is when we take payment.

**7.1.10** Delivery charges are not included in the price of Goods displayed on the Site. For more information on delivery charges, please refer to [www.freshfurnituredirect.co.uk/delivery](http://www.freshfurnituredirect.co.uk/delivery)

**7.1.11** Delivery options and related charges will be presented to you as part of the order process.

**7.1.12** Free Delivery is granted on Orders over £150, otherwise delivery is charged at a flat fee of £9.95

## **8. Orders – how contracts are formed**

**8.1.1** The Site will guide you through the ordering process. Before submitting your Order, you will be given the opportunity to review your Order and amend it. Please carefully check your Order carefully before submitting it.

**8.1.2** If, during the ordering process, you provide us with incorrect or incomplete information, please contact us as soon as possible. If we cannot process your Order due to incorrect or incomplete information, we will contact you to ask you to correct it. If you do not give us the accurate or complete information within 7 days of our request, we will cancel your Order and treat the Contract as being at an end. If we incur any costs because of your incorrect or incomplete information, we may pass those costs on to you.

**8.1.3** No part of the Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it.

**8.1.4** Order Confirmations contain the following information:

8.1.4.a.1 your Order Number;

8.1.4.a.2 confirmation of the Goods ordered, with details of their main characteristics;

8.1.4.a.3 itemised pricing for the Goods ordered including (where appropriate) taxes, delivery and other additional charges;

8.1.4.a.4 estimated delivery date can be found on each product description page;

**8.1.5** We will also include a paper copy of the Order Confirmation with your Goods.

**8.1.6** If we do not accept or cannot fulfil your Order for any reason, we will explain why in writing. No payment will be taken under normal circumstances. If we have taken payment, we will refund those sums as soon as possible and in any event within 14 days.

**8.1.7** Any refunds due under this clause 8 will be made using the same payment method you used when ordering the Goods.

## **9. Payment**

Payment for Goods and any related charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until we dispatch your Goods.

## **10. Delivery of Goods, risk and ownership**

**10.1.1** All Goods purchased through the Site will normally be delivered within 30 days after the date on which we send you an Order Confirmation (unless otherwise agreed or specified during the Order process and subject to delays caused by events outside of our control).

**10.1.2** All Goods will be shipped directly from the Manufacturer or Supplier and may arrive at different times by different Couriers. We are not responsible for any shipping delays, damages or errors in shipment, however we will do our very best to assist and accommodate where possible.

**10.1.3** If we are unable to deliver the Goods on the delivery date, the following will apply:

10.1.3.a.1 if no-one is available at your delivery address to receive the Goods and the Goods cannot be left in a safe place nominated by you, we will leave a delivery note explaining how to rearrange delivery or where to collect the Goods;

10.1.3.a.2 if you do not collect the Goods or rearrange delivery within 7 days, we will contact you to ask you how you wish to proceed. If we cannot contact you or arrange redelivery or collection, we will treat the Contract as cancelled and recover the Goods. If this happens, you will be refunded the purchase price of the Goods themselves, but not the cost of delivery. We may also bill you for any additional costs we incur in recovering the Goods.

**10.1.4** If we fail to deliver the Goods within the timeframe specified on your Order in your Order Confirmation (or as otherwise agreed or specified as under clause 10.1), then, if any of the following apply, you may treat the Contract as being at an end immediately:

10.1.4.a.1 we have refused to deliver your Goods; or

10.1.4.a.2 in light of all relevant circumstances, delivery within that time period was essential; or

10.1.4.a.3 you told us when ordering the Goods that delivery within that time period was essential.

**10.1.5** If you do not wish to cancel under clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If we fail to meet the new deadline, you may then treat the Contract as being at an end.

**10.1.6** You may cancel all or part of your Order under clauses 10.3 or 10.4 **PROVIDED THAT** separating the Goods in your Order would not significantly reduce their value. We will refund any sums you have already paid for cancelled Goods and their delivery within 14 days. If any cancelled Goods are subsequently delivered to you, you must return them to us or arrange with us for their collection. In either case, we will bear the cost of returning the cancelled Goods.

**10.1.7** Delivery shall be deemed complete and the responsibility for the Goods will pass to you once we have delivered the Goods to the address including, where relevant, any alternative address you have provided.

**10.1.8** Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).

**10.1.9** All refunds due under this clause 10 will be made using the same payment method you used when ordering the Goods.

## **11. Faulty, damaged or incorrect Goods**

**11.1.1** By law, we must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, and that match any samples or models that you have seen or examined (unless we have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect or incorrectly priced Goods, please contact us at [www.freshfurnituredirect.co.uk/returns-form](http://www.freshfurnituredirect.co.uk/returns-form) as soon as possible to inform us of the fault, damage or error and to arrange for a refund, repair or replacement. Your available remedies are:

11.1.1.a.1 beginning on the day you receive the Goods (and ownership of them), you have a 14-day right to reject the Goods and return them within this timeframe to receive a full refund if they do not conform as stated above;

11.1.1.a.2 if you do not wish to reject the Goods, or if the 14-day rejection period has expired, you may request a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, we may instead offer you the alternative (ie a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 14-day rejection period, that period will be suspended while we carry out the repair or replacement and will resume on the day that

you receive the replacement or repaired Goods. If less than 7 days remain out of the original period, it will be extended to 7 days;

11.1.1.a.3 if, after a replacement, the Goods still do not conform (or if we cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund;

11.1.1.a.4 if you exercise the final right to reject the Goods more than 1 month after you have received the Goods (and ownership of them), we may reduce any refund to reflect the use that you have had out of the Goods;

11.1.1.a.5 within a period of 6 years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. However, after 1 month have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

**11.1.2** You will not be eligible to claim under this clause 11 if:

11.2.1 we informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them);

11.2.2 if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the Goods for that purpose; or

11.2.3 if the problem is the result of normal wear and tear, misuse or intentional or careless damage.

Additionally, you may not return Goods under this clause 11 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14-day "cooling-off" period within which you can return Goods for this reason as set out in clause 12 below.

**11.1.3** To return Goods under this clause 11, [www.freshfurnituredirect.co.uk/returns-form](http://www.freshfurnituredirect.co.uk/returns-form). We will be responsible for the costs of returning Goods under this clause 11 and will reimburse you where appropriate.

**11.1.4** Refunds (whether full or partial, including reductions in price) under this clause 11 will be issued within 14 days of the day on which we agree that you are entitled to the refund.

**11.1.5** All refunds issued under this clause 11 will include all delivery costs paid by you when the Goods were originally purchased.

**11.1.6** All refunds due under this clause 11 will be made using the same payment method you used when ordering the Goods.

## **12. Cancelling and returning Goods if you change your mind**

**12.1.1 PLEASE NOTE THAT YOU DO NOT HAVE THE RIGHT TO CANCEL UNDER THIS CLAUSE 12 IF THE GOODS YOU HAVE BOUGHT HAVE BEEN PERSONALISED OR CUSTOM-MADE FOR YOU.**

**12.1.2** For Goods that have not been personalised or custom-made for you, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once we have sent you your Order Confirmation, ie when the Contract between you and us is formed. You may also cancel for any reason before we send the Order Confirmation.

**12.1.3** If the Goods are being delivered to you in a single instalment, the cooling-off period ends 14 days after the day on which you (or someone you nominate) receive(s) the Goods.

**12.1.4** If the Goods are being delivered in separate instalments on separate days, the cooling-off period ends 14 days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.

**12.1.5** If you wish to exercise your right to cancel under this clause 12, you must inform us of your decision within the cooling-off period. You may do so in any way you wish; however, for your convenience, we offer a cancellation simply email [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk). Cancellation by email or by post is effective from the date on which you send us your message. If you would prefer to contact us directly to cancel, please:

12.1.5.a.1 telephone 0333 987 3944;

12.1.5.a.2 email [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk); or

12.1.5.a.3 write to 4 Dewar Court, Astmoor, Cheshire, WA7 1PT,

in each case, providing us with your name, address, email address, telephone number and Order Number.

**12.1.6** You must return Goods to us no more than 14 days after the day on which you have informed us that you wish to cancel under this clause 12.

**12.1.7** You may request that we collect the Goods from you. However, please ensure that the Goods are ready for collection at the agreed time and location. If they are not, we will deduct from any refund the costs we incur as a result.

**12.1.8** Please visit the returns page on our Site at [www.freshfurnituredirect.co.uk/returns-form](http://www.freshfurnituredirect.co.uk/returns-form) to complete a returns form. You must bear the costs of returning Goods to us if cancelling under this clause 12. We will also charge you the cost to us of collection if you request that we collect the Goods from you. The cost of returning Goods to us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.

**12.1.9** Goods cannot be returned in person and you must follow the correct procedure stated in the terms for returning Goods.

**12.1.10** Refunds under this clause 12 will be issued to you within 14 days of:

12.1.10.a.1 the day on which we receive the Goods back;

12.1.10.a.2 the day on which you inform us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under clause 12.10.1);

12.1.10.a.3 the day on which you inform us that you wish to cancel the Contract if we are collecting the Goods under clause 12.7; or

12.1.10.a.4 the day on which you inform us that you wish to cancel the Contract if we have not yet provided an Order Confirmation or have not yet dispatched the Goods.

**12.1.11** Refunds under this clause 12 may be subject to deductions for any diminished value in the Goods resulting from your excessive handling of them (eg more than would be permitted in a shop). If we issue a refund before we have received the Goods and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the Goods have been handled excessively.

**12.1.12** Standard delivery charges will be reimbursed in full as part of your refund. We cannot, however, reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this clause 12. If we issue a refund under this clause 12, you will receive a full refund of any delivery charges (including, where relevant, premium delivery). We are required by law to reimburse standard delivery charges only.

**12.1.13** All refunds due under this clause 12 will be made using the same payment method you used when ordering the Goods.

### **13. OUR LIABILITY**

**13.1.1 WE WILL BE RESPONSIBLE FOR ANY FORESEEABLE LOSS OR DAMAGE THAT YOU MAY SUFFER BECAUSE OF OUR BREACH OF THESE TERMS AND/OR THE CONTRACT OR BECAUSE OF OUR NEGLIGENCE. LOSS OR DAMAGE IS FORESEEABLE IF IT IS AN OBVIOUS CONSEQUENCE OF OUR BREACH OR NEGLIGENCE OR IF IT IS CONTEMPLATED BY YOU AND US WHEN THE CONTRACT IS CREATED. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE.**

**13.1.2 WE SUPPLY GOODS UNDER THESE TERMS FOR DOMESTIC AND PRIVATE USE BY CONSUMERS. WE MAKE NO WARRANTY OR REPRESENTATION THAT THE GOODS ARE FIT FOR COMMERCIAL, BUSINESS OR INDUSTRIAL USE OF ANY KIND (INCLUDING RESALE). WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, INTERRUPTION TO BUSINESS OR FOR ANY LOSS OF BUSINESS OPPORTUNITY.**

**13.1.3 NOTHING IN THESE TERMS SEEKS TO LIMIT OR EXCLUDE OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE (INCLUDING THAT OF OUR EMPLOYEES, AGENTS OR SUB-CONTRACTORS) OR FOR FRAUD OR FRAUDULENT MISREPRESENTATION.**

**13.1.4 NOTHING IN THESE TERMS SEEKS TO EXCLUDE OR LIMIT YOUR LEGAL RIGHTS AS A CONSUMER. FOR MORE DETAILS OF YOUR LEGAL RIGHTS, PLEASE REFER TO YOUR LOCAL CITIZENS ADVICE BUREAU OR TRADING STANDARDS OFFICE.**

### **14. Events outside of our control**

**14.1.1** We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause beyond our reasonable control.

**14.1.2** If any event described under this clause 14 occurs that is likely to adversely affect our performance of any of our obligations under these Terms and/or the Contract:

14.1.2.a.1 we will inform you as soon as we reasonably can;

14.1.2.a.2 we will take all reasonable steps to minimise the delay;

14.1.2.a.3 to the extent that we cannot minimise the delay, our affected obligations under these Terms (and therefore the Contract) will be suspended and any time limits that we are bound by will be extended accordingly; and

14.1.2.a.4 we will inform you when the event outside of our control is over and provide details of any new dates, times or availability of Goods as necessary.

**14.1.3** If the event outside of our control continues for more than 90 days:

14.1.3.a.1 we may cancel the Contract and inform you in writing of the cancellation; or

14.1.3.a.2 you may cancel the Contract if you wish to do so by writing to us.

Any refunds due to you will be paid within 14 days of the date on which the Contract is cancelled.

## **15. Communications and contact details**

**15.1.1** To contact us with general questions or complaints, telephone 0333 987 3944, email [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk) or write to 4 Dewar Court, Astmoor, Cheshire, WA7 1PT.

**15.1.2** For matters relating the Goods or your Order, telephone 0333 987 3944, email [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk) or write to 4 Dewar Court, Astmoor, Cheshire, WA7 1PT.

**15.1.3** For cancellations, telephone 0333 987 3944, email [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk) or write to 4 Dewar Court, Astmoor, Cheshire, WA7 1PT or refer to the relevant clause above.

## **16. Complaints and feedback**

**16.1.1** We always welcome feedback from our customers and, while we always use all reasonable endeavours to ensure that your experience as our customer is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

**16.1.2** All complaints are handled in accordance with our complaints handling procedure, available from [www.freshfurnituredirect.co.uk/complaints](http://www.freshfurnituredirect.co.uk/complaints)

**16.1.3** If you wish to complain about any aspect of your dealings with us, please contact us:

**16.1.4** in writing to 4 Dewar Court, Astmoor, Cheshire, WA7 1PT.

16.1.4.a.1 by email to [support@freshfurnituredirect.co.uk](mailto:support@freshfurnituredirect.co.uk)

16.1.4.a.2 using our complaints form, following the instructions included on it; or by telephone on 0333 987 3944

## **17. Data protection**

**17.1.1** All personal information that we collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your legal rights. You can find further details in our Privacy and Cookies Policy at [www.freshfurnituredirect.co.uk/privacy-policy](http://www.freshfurnituredirect.co.uk/privacy-policy)

**17.1.2** We may use your personal information to:

17.1.2.a.1 provide our Goods and services to you;

17.1.2.a.2 process your Order (including payment) for the Goods; and

17.1.2.a.3 inform you of new products and/or services available from us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.

**17.1.3** We will not pass on your personal information to any third parties, who do not work with us, without first obtaining your consent

## **18. Other terms**

**18.1.1** We may transfer (assign) our obligations and rights under these Terms (and under the Contract, as applicable) to a third party. (This may happen, for example, if we sell our business.) If this occurs, your rights under these Terms will not be affected and our obligations under these Terms will be transferred to the third party, who will remain bound by them.

**18.1.2** You may transfer (assign) the benefit of our Goodwill Guarantee in clause 12 to any person to whom you give the Goods after you have purchased them from us.

**18.1.3** You may not transfer (assign) your other obligations and rights under these Terms (and under the Contract, as applicable) without our written consent. Whether we give that permission is in our discretion.

**18.1.4** The Contract is between you and us. It is not intended to benefit any other person or third party and no such person or third party will be entitled to enforce any provision of these Terms. This is subject to clause 18.2 and any person to whom our Goodwill Guarantee has been transferred under that clause will be entitled to enforce the Goodwill Guarantee.

**18.1.5** If any provision of these Terms is found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that provision shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.

**18.1.6** No failure or delay by us in exercising any of our rights under these Terms means that we have waived that right, and no waiver by us of a breach of any provision of these Terms means that we will waive any subsequent breach of the same or any other provision.

**18.1.7** We may revise these Terms from time to time. If we change these Terms as

they relate to your Order, we will give you reasonable notice of the changes and provide details of how to cancel if you are not happy with them. If you opt to cancel, you must return as soon as possible any affected Goods you have already received. We will arrange for a full refund (including delivery charges) to be paid within 14 days of our receipt of the returned Goods.

**19. Governing law and jurisdiction**

**19.1.1** These Terms and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

**19.1.2** Any disputes concerning these Terms, the relationship between you and us or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by your residency.