

# Terms & Conditions

## General terms

Welcome to the Pineapple Beds Online website terms and conditions for use. These apply to the use of this Website and by accessing this Website and/or placing an order through the Head Office (Pineapple Beds Online) Telephone Sales Department, you agree to be bound by the terms and conditions set out below.

This site is owned and operated by Pineapple Beds Online part of United Products and Services Ltd. ("Pineapple Beds Online, we, our, us"). Registered office: Unit B2, Haybrook Industrial Estate, Halesfield 9, Telford, TF7 4QW. Registered number 4433951 (England and Wales).

To provide you with the very best service, we may monitor or record our calls for training purposes. Mobile charges may apply when calling the free phone number. Charges may apply if calling from outside the UK.

Colours and mattress fabrics can vary depending on supplier stock levels.

## Amendments

We aim to constantly improve and develop the Pineapple Beds Online website for the benefit of all our customers, to allow this process to take place, we may occasionally:

- **modify or withdraw, temporarily or permanently, this Website (or any part of it) with or without notice; and/or**
- **change the Conditions from time to time, and your continued use of the Website (or any part of it) following such change will demonstrate your acceptance of such change.**
- **alter or extend promotions at any time.**

If Pineapple Beds Online is informed of any inaccuracies in the material on the Site we will attempt to correct them as soon as we reasonably can.

## Damage to your computer

Pineapple Beds Online makes every effort to ensure that this website is free from viruses or defects. However, due to the nature of the Internet, we cannot guarantee that your use of this website won't affect your computer. Pineapple Beds Online recommends that you purchase the right firewall and anti-virus software to use this and other websites and screen out anything that may damage it. Pineapple Beds Online shall not be liable in the very unlikely event that while using this website your computer equipment is damaged.

## Accuracy of content

Pineapple Beds Online has taken every care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at time of publishing and all products have been fairly described. However, orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this website. All prices are displayed inclusive of V.A.T. We make every effort to display the colour of the

furniture as accurately as possible. But as colour reproduction depends on your computer's monitor, we cannot guarantee that your monitor's display of the colour is accurate to the actual product. To help ensure that you purchase the sofa colour of your choice we will endeavour to send out a sample swatch of your chosen colour.

### **Before you place an order**

If you decide you would like to place an order with Pineapple Beds Online by speaking to one of our personal shopping advisors, please have the following information ready as it will help us process your order, however, we will be delighted to answer any queries you may have. Here are some of the most common questions for you to consider:

- **Can access be gained easily for the furniture to be delivered? - are the entry points wide enough?**
- **Will the furniture fit in the room? Delivery is kerbside (not delivered into rooms or upstairs.)**
- **Which range are you interested in?**
- **Which items from the range do you want to order? Please note that if you are thinking of buying extra items such as a footstool or chair at a later date, there may be a slight colour shade variance. It is therefore best to order all the furniture you require at the same time**
- **What colour would you like the furniture in?**
- **How would you like to pay for the furniture?**

### **Acknowledgement and acceptance of your order**

Everything that Pineapple Beds Online sells is tried and tested, we pride ourselves on being able to make furniture that's perfect for you.

If you place an order with a personal shopping advisor by phone, we will send all your paperwork in the post to you. It is important that you appreciate and understand that this order is a legally binding contract. Your statutory rights, including any cancellation rights, are unaffected.

### **Processing your order and delivery dates**

You will be informed of the likely approximate length of time until delivery at the point of order. Once your order is confirmed as available for delivery we will contact you to agree definite arrangements for the date of delivery. Where possible we will deliver on the first available van in your area as we are unable to store your furniture. Every effort is made to see that the approximate delivery date is accurate, but on rare occasions the manufacture of your furniture may be delayed through circumstances beyond our control. We will, of course, make every effort to keep you informed.

### **Delivery and installation**

A delivery charge of payable, which is dependent on where you live. Please check with the sales advisor at the time of purchase. You can of course collect your purchase, should you have wish.

### **On delivery**

On the day of delivery, please ensure that the delivery staff can gain easy access to the

downstairs room that the furniture is going into. Please make sure that the area is cleared. Our delivery team are unfortunately not able to take any old furniture away (Charity shops usually accept these) and any packing material needs to be disposed with the household waste, to be recycled. To make sure you are completely satisfied with your furniture the delivery team will ask you to sign for your furniture after it has been delivered.

### **Payment**

Payment methods include debit or credit cards, Visa, Mastercard, Delta/Connect or Maestro or by cleared cheque or cash. Payments can be made electronically by bank transfer, details will be provided on request. Pineapple Beds Online do not accept any responsibility for cash sent in the post and strongly recommend that you do NOT do this.

If Pineapple Beds Online have agreed that you can pay for the balance of your order by card on delivery, any outstanding payments must be made to the delivery team before the installation of the furniture will take place.

### **Cancellation Policy**

Distance selling regulations only apply to your order if the goods have not been custom made to your specification or if you have not examined the product in one of our showrooms.

Due to their intimate nature, all mattresses will be delivered sealed in clear plastic wrapping that will allow for inspection. Any mattresses that have been unsealed will be deemed as having been used. Therefore they cannot be returned for any reason other than because they are not as described or are not of satisfactory quality.

Should you wish to return the goods it is your responsibility to take good care of the furniture. You are the owner of the furniture once it has been delivered to you and you are liable for any loss or damage. Failure to take reasonable care may result in a claim against you. To minimise the risk of any such claim we ask that you return the goods in appropriate packaging such as to prevent damage in transit.

It is your responsibility to return the items to our central delivery point in a good condition.

### **Refunds**

Following cancellation of your order any monies paid will be refunded by the method you used to pay us and usually within 14 days.

### **Your guarantee**

Pineapple Beds Online have such confidence in the sofas we sell that we offer a 6 month guarantee on everything we make and on products that we have exclusively sourced from our supplier partners.

Beds carry a 3 month warranty. Receipts must be retained and shown as proof of purchase in the event of any claim. Only claims with receipts can be accepted as our products are also sold by other companies on the internet.

The guarantee starts from the date of delivery and offers cover against manufacturing defects on the frame and spring construction.

This guarantee applies to Mainland UK only. Your statutory rights are unaffected.

### **Intellectual property**

You acknowledge and agree that all copyright, trademarks and all other intellectual property

rights in all materials and/or content made available as part of your use of this website shall remain at all times with us. You are permitted to use this material only as expressly authorised by Pineapple Beds Online. You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

### **Miscellaneous provisions**

The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract. Our products are chosen on the basis that they will be used for domestic use. If you are planning to use them for business purposes please make sure that you are covered by the appropriate insurance. Where you decide to use the products in the course of a business, we exclude (to the fullest extent permitted by law) those warranties and conditions relating to fitness for a particular purpose. Our maximum liability to business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by our negligence or in respect of fraud). In relation to business users, we do not accept liability for the fitness of goods for business purposes, nor do we accept liability for loss of use of the item nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition.

Pineapple Beds Online shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party.

If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.