

## **The Back Centre Ltd**

### **Terms and Conditions of Sale**

The following are terms and conditions for the sale of goods that will govern any contract for sale that we enter into with you. Please read these terms and conditions carefully.

These Terms and Conditions tell you the rights and obligations you have. Please read these carefully. You may have other rights granted by law and these Terms and Conditions do not affect these. This does not affect your statutory rights as a consumer.

### **The Back Centre's contact details**

The business address and the address for all correspondence is 18-19 Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ. You can telephone us on 01752 893414 and fax us on 01752 698339 (both are at National Rate).

The Back Centre Ltd is registered in England & Wales at: 117 The Ridgeway, Plympton, Plymouth, Devon, PL7 2AA. The company's registered number is 5857629. The directors are M A Coard and F M Coard.

If you have any complaints about our service or any goods or services you purchase from us please contact us either by writing to us at the above address, telephoning us on 01752 893414 or e-mailing us at [enquiries@backcentre.co.uk](mailto:enquiries@backcentre.co.uk).

### **Purchasing from our showroom**

By placing an order with us, you are offering to buy the goods and allowing us to use your personal details for the purposes of supplying the goods (including passing your details onto couriers and other subcontractors). We will not use your details for other purposes without asking your consent and you may ask that your details are removed from our system by writing to the address above.

We are not obliged to supply the goods to you until we have confirmed acceptance of your order and this is when the contract is made. You do not own the goods until we receive payment in full. If you discover you have made a mistake with your order please contact us immediately.

All prices and offers are subject to change and availability and VAT will be charged on all prices (including carriage) at the current rate. All prices displayed in the shop will include VAT but on some products the ex VAT price may also be displayed. All prices on the web site are shown both including and excluding VAT. Errors and omissions excepted.

For stock items we require payment in full at the time of purchase. For items which need to be ordered for you, we require a 20% deposit with the balance payable on collection or delivery but for certain items such as non-standard sizes of bed, or more unusual colour and size combinations, we will require a 50% deposit. We accept Visa, Mastercard, Maestro and Solo and we will only accept personal cheques for deposits. If you wish to make a balance payment by cheque, we will require payment at least 10 working days before delivery to allow for cheque clearance. For out of stock items, the delivery dates given are the best estimate based on current information from the manufacturer.

### **Cancellation**

For non-stock items which are ordered for you, such as sofas, recliners, beds or office chairs, please consider carefully before you order. Occasionally, circumstances change and you may find that you are unable to proceed with an order which you have placed with us. We will always try to be as understanding as possible but you must understand that a charge will have to be made. So if you do wish to cancel, please inform us as soon as possible so that we can contact the manufacturer. If we cannot cancel the order with the manufacturer, we will charge you a minimum of 50% of the value of your order, to cover handling and disposal of the unplanned stock.

### **Second thoughts**

If, after delivery, you change your mind, there is no obligation for us to take the goods back for a refund. Items such as sofas, recliners, beds or office chairs that have been ordered for you in your choice of finish will not be taken back by our suppliers and can be very difficult for us to re-sell. Under some circumstances we may offer to take the goods back, but we will charge a restocking fee of 50% to cover handling, stocking and disposal of the unplanned stock.

### **Damaged or defective goods**

We will supply goods that are free from defects in materials and workmanship for a period of 12 months (or longer if required by law) from the date of delivery.

You should inspect the goods when you receive them for defects or damage. If you find a defect or damage you must tell us as soon as possible and we will arrange for their return to us or the manufacturer at no cost to you.

### **The Retail Ombudsman**

If we are unable to resolve a complaint that you make to us within eight weeks, you can take your complaint to The Retail Ombudsman. This is an independent organization which specializes in providing alternative dispute resolution services for consumers and retailers. As members of the organization, we are bound by their code of practice and they can be contacted via:

Website: [www.theretailombudsman.org.uk](http://www.theretailombudsman.org.uk)

Email: [enquiries@theretailombudsman.org.uk](mailto:enquiries@theretailombudsman.org.uk)

Tel: 0203 137 8268

## **Commercial/Public Sector Customers**

If you are a business or if the goods are used wholly or in part for business purposes we shall not be liable to you for any business loss including loss of profits (whether direct or indirect) business data, revenue, goodwill, or incidental, or consequential loss that you may suffer as a result of the purchase of goods from us. Any other liability shall be limited to the price paid for the goods. We do not exclude our liability for fraud or for death or personal injury. Returns are subject to a 15% handling fee.

If you have a credit account with us, payment is due 30 days after the date of our invoice and we may charge interest for late payment calculated daily at 4% above Bank of England base rate both before and after judgment.

## **For Internet and Telephone Sales**

To purchase from us you must be over 18 and resident in the United Kingdom. Currently, we can only deliver within the United Kingdom.

If you are a consumer you have the right, in addition to your other rights, to cancel the contract and receive a refund, if the goods are complete with all relevant packaging in an unused and re-saleable condition. You must inform us in writing of your desire to cancel within seven working days starting on the day after the day the goods are delivered to you. You must return the goods to us at your cost and we advise you to ensure the goods are adequately insured during any return journey. If you have not returned the goods within 14 days of cancellation or if requested we can collect the goods from you at your cost.

### **Delivery**

We aim to deliver goods to you within the time indicated by us but we cannot give an exact delivery date. We also may deliver the goods in several consignments but will not charge any extra delivery for this. If we have not delivered the goods within 60 days of expected delivery, then you may cancel the contract. We will refund any money paid by you.

### **This is important. Please read carefully.**

You have the right to cancel this contract for no reason at all and without penalty. However, we will only accept unwanted products for refund within 7 days of delivery, provided that the goods are complete with all relevant packaging in an unused and re-saleable condition.

If you wish to cancel this contract, please write to The Back Centre Ltd, 18-19 Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ. To cancel this contract you must give us notice within 7 working days starting on the day after the day you receive the goods from us. Alternatively fax us on 01752 698339 (National Rate) or e-mail us at [enquiries@backcentre.co.uk](mailto:enquiries@backcentre.co.uk).

We shall refund the total amount of money paid by you for the goods, less any costs to collect the goods if required, within 30 days starting with the day on which we receive a notice of cancellation in writing from you.

We would remind you that once you have notified us of your desire to cancel the contract there is a legal requirement for you to take good care of the goods. You must return the goods to us at your cost to the relevant address below and we advise you to ensure the goods are adequately insured during any return journey. If you have not returned the goods within 14 days of cancellation or if requested we can collect the goods from you at your cost.

Returns should be sent to:

The Back Centre Ltd, Erme Court, Leonards Road, Ivybridge, Devon, PL21 0SZ

**PLEASE NOTE:** We are unable to accept the return of mattresses, pillows, mattress toppers (mattress overlays), bed linen, products which are inflated by mouth (e.g. inflatable lumbar supports and cushions) or products which are used next to the naked skin. This is for reasons of hygiene as outlined in The Consumer Protection (Distance Selling) Regulations 2000. If you are in any doubt, please call us.

## **For all sales**

Your order details may not be kept by us indefinitely and so we advise you to keep a copy for your information in the future.

We advise you to keep safe a copy of these Terms and Conditions.