

# Toons Carpet and Furniture Centre Ltd

## Terms and Conditions

The following document gives information on the Terms and Conditions for Toons Carpet and Furniture Centre Ltd. Please read through this document when placing an order online. They do not affect your statutory rights. Your continued use of our website 'www.toonsfurnishers.co.uk' constitutes your agreement to be bound by these terms and conditions which shall also govern all transactions on our website to the exclusion of any other terms and conditions.

If you require any more information regarding the terms and conditions of this website please contact us using the contact details in section 1.

These terms and conditions take precedent over any in store terms and conditions, and govern all transactions on this website.

We recommend that you print a copy of these terms and conditions when you place an order through our website, or save a copy to your computer. Please note that as mentioned in section 16 we have the right to amend these terms. We would recommend that you revisit the terms and conditions each time you place an order through our website.

These terms and conditions shall be governed by interpreted in accordance with English Law and you agree to be subject to the jurisdiction of the Courts of England and Wales.

## 1. About us

This website 'www.toonsfurnishers.co.uk' is operated by:  
Toons Carpet and Furniture Centre Ltd

Registered Office: Burton Road, Castle Gresley, Swadlincote, Derbyshire, DE11 9HQ

Registered Number: 1111146 England

VAT Registration Number: 127 2509 94

Email Address: [online@toonsfurnishers.co.uk](mailto:online@toonsfurnishers.co.uk)

Telephone Number: 01283 214729

Fax Number: 01283 550378

If for any reason you are not satisfied with the service you have received from us and would like to pass on some feedback, then please get in touch using the details above. Your feedback will be dealt with in a professional manner.

## 2. Creation of Contract

Once you have placed an order on our website, we will send you an Order Confirmation.

This will acknowledge that we have received your order and the payment will be processed.

When you receive your Order Confirmation, this will also be confirmation of a legally binding contract between us.

Please note that in some instances you may be redirected to our supplier's website to place your order. When this occurs, your order confirmation will come from them, and your contract will be bound to their Terms and Conditions.

## 3. Service Availability

Our site is intended only for use by residents of UK Mainland.

The products generally available for this service are: Lighting, Rugs, Fireplaces, and other small items, but see specific item details for confirmation of availability.

Certain products on our website are only available to residents in a radius area from our store in Castle Gresley, the products limited to this service are: Larger items, see specific item details for confirmation of availability.

Delivery charges for larger items that are delivered by Toons are as follows:

- Postcodes DE1, DE11, DE12, DE13 0, DE13 9, DE14, DE15, DE23, DE24, DE3, DE65, DE73, LE65 are in our GREEN area for delivery, orders over £500 are free to these areas, orders under £500 carry a £15 delivery charge.
- Postcodes B77, B79, CV9 3, CV13 0, DE6 4, DE6 5, DE13 7, DE13 8, DE21, DE22, DE72, LE12 9, LE67, WS13, WS14 4, WS14 9 are in our RED area for delivery, all orders in these areas carry a £25 delivery charge.
- Postcodes B46, B72, B73, B74, B75, B76, B78, CV10, CV11, CV13 6, CV7 8, CV9 1, CV9 2, CV9 9, DE4 4, DE5, DE55 1, DE55 4, DE55 7, DE56, DE6, DE6 1, DE6 2, DE6 3, DE6 9, DE75, DE75, LE10 0, LE10 1, LE10 2, LE10 9, LE11, LE12 5, LE12 6, LE12 7, LE12 8, LE19 0, LE19 1, LE19 3, LE19 4, LE19 9, LE3, LE4 0, LE4 1, LE4 2, LE4 3, LE6, LE7 7, LE9 0, LE9 2, LE9 3, LE9 4, LE9 7, LE9 8, LE9 9, NG10, NG11, NG11, NG16, NG2, NG6 0, NG6 6, NG6 7, NG6 9, NG7, NG8, NG9, NG90, ST10 1, ST10 3, ST10 4, ST10 9, ST14, ST17 0, ST17 4, ST18 0, WS11, WS12, WS14 0, WS15, WS3, WS4, WS6, WS7, WS8, WS9 are in our BLUE area for delivery, all orders in these areas carry a £40 delivery charge.

Please note that these delivery costs only apply to large items such as sofas, beds, room sets that are delivery by Toons delivery team. Other items that are sent via a third party courier will include a different charge. This will be added to your basket upon checkout.

## 4. Price, Payment and Security

Every effort is made to ensure that our prices displayed online are accurate and the same as the prices in store. If for any reason that a price displayed is incorrect, we will look to rectify this as soon as possible. We also reserve the right not to establish a contract to sell at the incorrect price.

If there is a pricing error on an order placed through the website, we will contact you as soon as possible. You will be given the option to reconfirm your order at the correct price. If for whatever reason we are unable to contact you, your order will be automatically cancelled and you will receive a full refund to the card that originally placed the order.

All prices on our website are displayed in Great British Pound (GBP) and include VAT, but do exclude delivery costs, which will be calculated and added to the subtotal upon checkout.

Delivery charges are calculated based on the type of product ordered and location. Please see section 3 for more details.

Payments can be made via credit or debit cards, all payments are processed securely through Sage Pay, and protected by a secure connection.

If for any reason your payment cannot be processed, we may contact you to arrange an alternative method.

## 5. Delivery of Goods

We aim to deliver good within the quoted time on the order. However, all delivery times quoted are an estimate and can be subject to change.

Delivery of the goods you have ordered will be made to the address you enter on placement of order. This address can be checked on your order confirmation.

Once your order is received, we will process the order. If your order is a special order, we will contact you when your items are in stock to arrange delivery.

If delivery is delayed due to circumstances beyond our control, then we cannot accept any liability for consequential loss.

We recommend that any furniture being sold or disposed of is kept until we have confirmed a delivery date with you.

If the lead time of a product you've ordered has changed, we will notify you as soon as we have been made aware.

It is your responsibility to ensure that there is sufficient access for products being delivered into the required location in your dwelling.

Please make sure that someone is at the property for your arranged delivery, all deliveries will be subject to the current terms and conditions of the delivery provider. If no one is available to accept the delivery at the provided address, the items will be returned to our store or the delivery providers depot and there may be an additional charge for another attempt at delivery.

Items delivered by Toons own transport are usually delivered Monday to Friday 9am to 5pm. Items delivered direct from our supplier using independent carriers will be as advised by them directly to you.

## 6. Your Status

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

- You are legally capable of entering into binding contracts.
- You are at least 18 years old.
- You are a resident in the UK Mainland
- All information you have provided, such as your name, payment details, delivery address, email address and telephone number are correct.

## 7. Products

We have made every effort to ensure that colours, textures and finishes are displayed accurately. However, we cannot guarantee that your computers display of the colours, textures and finishes accurately reflect those of the products. Therefore, the products colours, textures and finishes may vary from the images on the website.

Every effort will be made to ensure that all products featured on our website to purchase are in stock and available, or are available to order with the quoted lead time stated on the product description.

## 8. Your right to cancel

Under the distance selling regulations, you have the right to cancel your order up to 14 days after your order is delivered. In this instance, you will receive a refund on your order in accordance with the following terms.

To cancel an order, you must contact us via email at [cancellations@toonsfurnishers.co.uk](mailto:cancellations@toonsfurnishers.co.uk) or contact our ecommerce department on 01283 214729.

We reserve the right by law to reduce the refunded amount if items have been used or not returned in original packaging.

Delivery cost will not be refunded if goods collected by us (if delivered by Toons originally), and customer is liable for returning items delivered by other means at their own cost. No refunds will be processed until returned goods received.

For Health and Hygiene reasons certain products (once opened) are excluded including: Mattresses, Pillows, Beds and Divans.

Orders made to specific specification are also exempt.

## 9. Cancellation by us

We reserve the right to cancel any orders if the following occur:

- We have insufficient stock to deliver the products
- The products ordered are discontinued
- We don't deliver to your area
- The product that you've ordered was described or priced incorrectly on our website
- The payment was not authorised
- You have not complied with the terms laid out in section 6

If we do cancel your order, we will contact you and let you know. We will refund you the amount paid as soon as possible.

## 10. Returns Policy

Once any statutory cooling off periods have expired, we will not accept any returns unless any of the following occur:

- In our absolute discretion
- Where the products are damaged or defective

We will make every effort to ensure that any products that you order arrive undamaged and without defect.

Any goods delivered by Toons own Transport:

- Any immediate fault or damage should be reported to delivery staff.
- Any damage or defect found after delivery must be reported within 3 days of delivery via email or telephone and a form will be sent for completion.

- We reserve the right to inspect any reported damage or defect, but on inspection by our Service team we will have no legal liability if we believe the goods have been purposely tampered with and a call-out charge may apply.
- We will replace or repair any product that is delivered faulty or damaged upon completion of online service form and confirmed a valid case exists.

Goods collected from Toons Showroom in Castle Gresley:

- Any damage or defects found after collection must be reported within 3 days of collection via email or telephone and returned by you to the store.
- We will ask you to sign instore to confirm goods received.

Goods Delivered by third party courier:

- Goods must be inspected on arrival and any issues reported by email or telephone within 3 days of delivery and a claim form will be sent for completion.
- On confirmation of a valid claim, we will arrange collection via a third party courier and upon receipt of said goods we will arrange replacement item or refund value of goods.

Please note that the following product information forms part of our returns policy:

- Surface fillings of mattresses may flatten, this is called dipping or settlement and is normal with use. Avoid sitting on the edge of the mattress for long periods of time as this can damage the spring system.
- Leather will have its own natural characteristics, such as scarring, variations in grain and in colour. Leather also has a tendency to stretch, any creases that may occur due to the leather stretching is normal.
- Solid wood will also show variations in colour, grain, and knots.
- Natural materials such as leather and wood will have their own natural characteristics, we cannot guarantee that there will be a perfect match to the products shown on the website.
- Always following the manufacturers cleaning instructions with upholstery and only use products that are recommended by them.
- Certain clothing, especially jeans, can transfer dye onto your suite, please be careful with lighter coloured fabrics and leather.
- Shading on certain fabrics is considered to be a characteristic and not a manufacturers fault.
- Please refer to any care guides that may be given to you at time of purchase.

## 11. Unforeseen Circumstances

Our aim is to provide exceptional customer service, and fulfil your order within the quoted time. However, we cannot be held liable for cancellations or changes to contracts that may result from supplier delays, industrial disputes, acts of god, war, terrorism, fire, flood, famine, drought, pestilence, pandemics or any other circumstances beyond our control.

If a Force Majeure Event causing delays continues for more than 30 days we may terminate this Agreement by giving at least 7 days notice to you.

Force Majeure means any act, circumstance or omission over which we could not have reasonably have exercised control.

## 12. Title and Risk

All risk of loss or damage to the products ordered passes to you from the time of delivery.

The title of the goods will only pass to you when we have received full payment of the products and any other sums set out on the order.

## 13. Complete Contractual Agreement

Our complete contractual agreement with you is made up of the following:

- The Terms and Conditions listed on these pages
- Current Website prices
- Delivery and contact details and our Privacy Policy.

This supersedes any prior agreement between us and the customer whether oral or in writing (including email).

Anything said by staff of Toons Carpet & Furniture Centre Ltd should not be taken explicitly or by implication as a variation of these terms and conditions.

## 14. Disclaimer

In using this website, you warrant that the Personal Information that you provide when registering for any of the services on this site are accurate, true, current and complete. You will notify us immediately of any changes to the Personal Information by contacting us via email.

Toons Carpet & Furniture Centre Ltd are providing this website on an "as is" basis and makes no representations or warranties of any kind, whether express or implied, in relation to this Website, or its contents and disclaims all such representations and warranties.

In addition, Toons Carpet & Furniture Centre Ltd makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information on this Website. The information contained in this website may contain technical inaccuracies or typographical errors. All liability of Toons Carpet & Furniture Centre Ltd howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

Neither Toons Carpet & Furniture Centre Ltd nor any of its directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this Website.

This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Images used on this website are intended to portray the "types" of products we offer in our store, and are not intended to be specific items offered for sale.

The exception to this are the items on the "New Products" and "Special Offers" pages, and then these items will be subject to availability and will be subject to the other terms of this website.

Toons Carpet & Furniture Centre Ltd accepts no liability for any information or content contained in external third party websites which link to or from this Website.

None of these exclusions are intended to limit any rights you may have as a consumer under local or other statutory rights.

This Disclaimer may be changed without notice, although any major changes will be posted on the home page.

## 15. Our Liability

We warrant to you that any product purchased from us is of satisfactory quality and reasonably fit for the purposes for which products are commonly supplied for domestic use.

Our liability to you for losses suffered as a result of us breaking this agreement is strictly limited to the purchase price of the product.

We do not include or limit our liability:

- For death or personal injury caused by our negligence  
Under section 2(3) of the Consumer Protection Act 1987



- For fraud or misrepresentation or for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
  - A loss of income or revenue
  - Loss of business
  - Loss of profits or contracts
  - Loss of anticipated savings
  - Loss of data
  - Loss of goodwill

## 16. Our right to vary these terms and conditions

We reserve the right to change or amend these terms and conditions at any time to reflect changes in relevant laws and regulatory requirements, changes in market conditions that affect our business, changes in technology including our internal systems and changes to payment methods.

When you place an order on our website, the terms and conditions in force at the time will apply to the contract between us unless:

- Any changes to these terms and conditions is required to be made by law or governmental authority.
- We notify you of any changes to the terms and conditions before we send you your order confirmation, in which case we reserve the right to assume that you accept the changes to the terms and conditions unless you notify us within 7 days of receiving the amended terms.

## 17. Transfer of rights and obligations

This is a binding contract between you and us and you may not transfer, assign, charge or dispose of this contract or any of your rights or obligations arising under it without our written consent.

We reserve the right to transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

## 18. Severability

If any part of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 19. Waiver

If we fail at any time to insist on strict performance on any of your obligations under the Contract or these terms and conditions or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

No waiver by us of any of these terms and conditions shall take effect unless it is stated to be a waiver and is communicated to you in writing (including email).

## 20. Site Access

On visiting our website, we allow you a limited licence to access and use the information for personal use only.

You may download a copy of the information to your device/computer for personal use providing you do not delete or change any copyright symbol, trade mark, logo or other proprietary notice and material or content.

Your use of our content in any other way will infringe our Intellectual Property Rights.

## 21. Finance

Toons Carpet and Furniture Centre Limited acts as a credit broker and will introduce you to V12 Retail Finance Limited to complete your application for finance. We may receive a commission if your application is successful, and the amount may vary depending on the product chosen and the amount of credit taken out.