

## OUR TERMS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Dennest Limited a limited company registered in England and Wales. Our company registration number is 09009761 and our registered office is at Gladstone House, 2 Church Road, Liverpool L15 9EG. Our registered VAT number is 199482641.
- 2.2 **How to contact us.** You can contact us by writing to us at Gladstone House, 2 Church Road, Liverpool L15 9EG, or by emailing us at [info@dennest.com](mailto:info@dennest.com).
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. IF YOU ARE A CONSUMER

**This clause 3 only applies if you are a consumer.**

- 3.1 If you are a consumer, you may only purchase products from our website if you are at least 18 years old.

### 4. IF YOU ARE A BUSINESS CUSTOMER

**This clause 4 only applies if you are a business.**

- 4.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our website to purchase products.
- 4.2 These terms and any document expressly referred to in them, constitute the entire agreement between you and us and supersede and extinguish all previous agreements,

promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

4.3 You acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms or any document expressly referred to in them.

5. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

## 6. OUR CONTRACT WITH YOU

6.1 **How we will accept your order.** After you place an order, you will receive an email from us acknowledging that we have received your order. **However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 6.2 below.**

6.2 We will confirm our acceptance to you by sending you an email that confirms that the products have been dispatched. The contract between us will only be formed when we send you this email.

6.3 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product, or because we are unable to meet a delivery deadline you have specified.

6.4 **Your order number.** We will assign an order number to your order and tell you what it is when you place your order. It will help us if you can tell us the order number whenever you contact us about your order.

6.5 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK. You may place an order for products from outside the UK, but this order must be for delivery to an address in the UK.

## 7. OUR PRODUCTS

7.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.

7.2 **Solid wood products.** Please note that in the case of solid wood products, small splits and / or marks in the wood are an inherent feature of such products, and will not be considered as damage.

## 8. OUR RIGHTS TO MAKE CHANGES

8.1 **Minor changes to the products.** We may change the products:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a health and safety issue. These changes will not affect your use of the products.

8.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the products on our website, we may make the following changes to these terms or the products, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

- (a) changes in how we accept payment from you; and/or
- (b) changes in relevant laws and regulatory requirements.

## 9. PROVIDING THE PRODUCTS

9.1 **Delivery costs.** The price of a product as stated on our website does **not** include delivery charges. The costs of delivery will be as advised to you during the check-out process, before you confirm your order. Our standard delivery charge for all the products is £24 with the exception of beds, mattresses and sofas that is £34. Candles delivery charge is £2.99. Please note these delivery charges may vary at any time.

9.2 **When we will provide the products.** We will contact you with an estimated delivery date (which will be within 7-10 days after the date on which we emailed you to confirm our acceptance of your order), unless we advise you otherwise at the time of your order.

9.3 **Delivery arrangements.** Our nominated carrier (which will be a courier or pallet company, as chosen by us) will contact you prior to delivery to arrange a suitable time for delivery. Please note that if delivery is carried out:

- (a) by a pallet company, they cannot enter your premises and are only authorised to bring the products to your main entrance;
- (b) by a courier, we cannot guarantee that they will place the products in your chosen room even if you ask them to do this. Please let us know in advance if there are any access issues regarding the delivery address that our courier should be aware of (in particular please note that they must have normal ground floor access, and the route and the room must be large enough to accommodate your order).

In all cases, if you are not available to take delivery at the agreed time, a re-arrangement charge of £24 will apply.

- 9.4 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**Clauses 9.5, 9.6 and 9.7 only apply if you are a consumer.**

- 9.5 **Your legal rights if we deliver products late.** As a consumer, you have legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straightaway if any of the following apply:

- (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

- 9.6 **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straightaway, or you do not have the right to do so under clause 9.5, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

- 9.7 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 9.5 or clause 9.6, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them back to us or allow us to collect them from you. We will pay the costs of this. Please email us at [info@dennest.com](mailto:info@dennest.com) to arrange collection.

- 9.8 **When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us, or you or a carrier organised by you collect it from us.

- 9.9 **When you own the products.** You own a product once we have received payment in full.

## 10. YOUR RIGHTS TO END THE CONTRACT IF YOU ARE A CONSUMER

**This clause 10 only applies if you are a consumer.**

10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed, you may have a legal right to end the contract** (or to get the product repaired or replaced, or to get some or all of your money back), **see clause 12;**
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 10.2;**
- (c) **If you have just changed your mind about the product, see clause 10.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products.

10.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately, and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 8.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 9.5).

10.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

10.4 **When you don't have the right to change your mind.** You do **not** have a right to change your mind in the case of mattresses (which are sealed in protective plastic packaging for hygiene reasons), once these products are unsealed after you receive them.

10.5 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the products.

**11. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**This clause 11 only applies to you if you are a consumer.**

**11.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Email us.** Email us at [info@dennest.com](mailto:info@dennest.com). Please provide your name, home address, details of the order including the order number, your phone number and email address.

**11.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either send the products back to us at Gladstone House, 2 Church Road, Liverpool L15 9EG, or (if they are not suitable for posting) allow us to collect them from you. Please email us at [info@dennest.com](mailto:info@dennest.com) to arrange collection. If you are exercising your right to change your mind, you must send off the products within 14 days of telling us you wish to end the contract.

**11.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong.

**In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.**

**11.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the products from you, we will charge you the direct cost to us of collection. The costs of collection will depend on which courier we use and on your postcode, and we will let you know what the costs will be when you contact us to arrange collection.

**11.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. If you used vouchers to pay for the products, we may refund you in vouchers. However, we may make deductions from the price, as described below.

**11.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we

refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you chose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

11.7 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If we have not offered to collect the products, your refund will be made within 14 days from the day on which we receive the products back from you or, if earlier, the day on which you provide us with evidence that you have sent the products back to us. For information about how to return a product to us, see clause 11.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## 12. IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us at Gladstone House, 2 Church Road, Liverpool L15 9EG, or email us at [info@dennest.com](mailto:info@dennest.com).

12.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk), or call 03454 04 05 06.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your products are faulty, then you can get an immediate refund.
- up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

See also [Exercising your right to change your mind \(Consumer Contracts Regulations\)](#)

2013) at clause 10.3.

12.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products, you must either post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at [info@dennest.com](mailto:info@dennest.com) to arrange collection.

### 13. PRICE AND PAYMENT

13.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

13.4 **When you must pay and how you must pay.** We accept payment with most of the cards except American Express. If in doubt please contact us in advance as this may vary. We also accept payment by PayPal or Stripe. Payment for the products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

### 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

**This clause 14 only applies to you if you are a consumer.**

14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that



is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.2; and for defective products under the Consumer Protection Act 1987.

14.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 15. OUR LIABILITY IF YOU ARE A BUSINESS

**This clause 15 only applies if you are a business customer.**

15.1 We only supply the products for internal use by your business, and you agree not to use the products for any resale purposes.

15.2 Nothing in these terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

15.3 Subject to clause 15.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

15.4 Subject to clause 15.2, our total liability to you in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the products.

15.5 Except as expressly stated in these terms, we do not give any representation, warranties or undertakings in relation to the products. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the products are suitable for your purposes.

## 16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 **How we will use your personal information.** We will use the personal information you provide to us strictly in accordance with our privacy policy [<https://dennest.com/static/privacy-policy-7.html>], which includes using the information:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

16.2 **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

16.3 We will only give your personal information to other third parties where the law either requires or allows us to do so. Please refer to our privacy policy [<https://dennest.com/static/privacy-policy-7.html>] for full details.

## 17. OTHER IMPORTANT TERMS

17.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within two weeks of us telling you about it and we will refund you any payments you have made in advance for products not provided.

17.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 17.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).