

# Furniture Terms & Conditions...

(For orders placed via [www.marksandspencer.com](http://www.marksandspencer.com), [www.marksandspencer.com/ie](http://www.marksandspencer.com/ie), in-store and over the phone)

These furniture terms and conditions of sale ("Terms and Conditions") apply to any order you place for made-to-order ("T39") and stock ("T65") product categories through [www.marksandspencer.com](http://www.marksandspencer.com), [www.marksandspencer.com/ie](http://www.marksandspencer.com/ie), in-store or over the phone.

All other terms and conditions are as stated in our General Terms and Conditions of Sale on [www.marksandspencer.com](http://www.marksandspencer.com) (click [here](#) for link) and [www.marksandspencer.com/ie](http://www.marksandspencer.com/ie) (click [here](#) for link) (as applicable). In event of any inconsistency between these Terms and Conditions and our General Terms and Conditions of Sale, these Terms and Conditions will apply.

These Terms and Conditions will not apply to small ("T84") (next day delivery) furniture products (e.g. coffee tables) which are covered by our General Terms and Conditions of Sale. Please refer to the individual product pages for more details of the terms and conditions applicable to your order.

## 1. Delivery locations

- Furniture ordered via [marksandspencer.com](http://marksandspencer.com) can only be delivered within the UK mainland, the Isle of Man and Northern Ireland. Furniture ordered via [marksandspencer.com/ie](http://marksandspencer.com/ie) can only be delivered within the mainland Republic of Ireland. We are unable to deliver furniture to the Orkney Islands.

## 2. Payment

- All card/cash/credit/voucher payments will be processed on the day you place your order.
- If you've purchased your furniture using the Interest Free Credit option (**UK only**), your first payment will be taken approximately 6 weeks after the date your signed application is received and approved by us.

## 3. Our furniture products

- All our furniture complies with the appropriate safety standards for domestic use only; it is not intended for commercial use. It is also only suitable for indoor use, unless clearly stated otherwise.
- The frames of all sofas, armchairs and sofa beds come with a 10-year guarantee included, from the date of delivery, and is not transferable. See section 13 for full details of the guarantee, including what is and is not covered, in addition to how to make a claim on it.
- Images displayed as a guide only and may not be representative of the finished product. Fabrics are overlaid onto model images, so actual seams and pattern match may differ from what is shown.

## 4. Will it fit?

- Before you place your order, it is essential that you note your furniture's dimensions and check that it will fit into your home and into your chosen room and through all access routes (both internal and external). You will also need space should any assembly of the product be required by our delivery crew. To assist, a "Will it fit?" guide is available in store or from [www.marksandspencer.com](http://www.marksandspencer.com) (click [here](#) for link).
- If the product does not fit or if the access route is not suitable, we will be obliged to cancel your order and you may, at our discretion, to take account of our reasonable costs, incur a £100 (€150 for ROI) overall charge which will show as a separate charge. You will be refunded for the purchase price.

## 5. Check your order

- Please check your order confirmation documents carefully and ensure that the item, style, colour and quantity of the products stated match what you've ordered. If the details are incorrect or incomplete, please contact your ordering store or our Customer Services team (0333 014 8111 for UK or 0353 1695 0741 for ROI) as soon as possible. Please see our Contact Us page (click [here](#) for link) for more details.

## 6. Delivery

Delivery of your furniture will be arranged as follows:

***Estimated delivery date:***

- For orders placed in store or over the phone, one of our customer services assistants will notify you of the estimated despatch time.
- For orders placed online, the individual product pages will specify the estimated despatch time.
- Please note that all of your products will be delivered in one delivery. **If you order more than one furniture product, the delivery date we offer will be based on the product with the longest estimated despatch time.**
- We will contact you by phone within a few days of placing your order to let you know on which day of the week (Monday to Saturday) your delivery will take place.
- If you wish to delay your delivery, we can provide storage for your order at a cost of £25 (€35 for ROI) per week.

#### ***Delivery booking confirmation:***

- To help you prepare, we will write to you a week before delivery and let you know everything is on track or provide updated delivery dates.
- A few days before delivery, we will text or call you to confirm your two hour delivery time window. The delivery window represents the time during which we expect the vehicle to arrive with you.
- Should you need to change your agreed delivery date, we will do so free of charge provided you give us at least 3 clear working days' notice (not including the date of delivery) before your agreed date by contacting us by phone. Any changes after this point may, at our discretion, to take account of our reasonable costs, incur a delivery re-arrangement fee of £100 (€150 for ROI) in total.

#### ***The delivery day:***

- Please ensure all access routes (internal and external) are clear and that there is sufficient space in the room for the delivery crew to deliver (and where applicable) unpack and assemble your furniture. Our crew must have normal ground floor access and the access route and the room must be large enough to accommodate your order.
- On your delivery day, we will call you between 7am and 10am to confirm we are on schedule. Please note, if your delivery window starts before 10am, we will call you 15 minutes beforehand.
- If you have provided us with a mobile number, we will send an SMS (text) message to your mobile phone when the vehicle is approximately 30 minutes from your home.
- We take your security and peace of mind seriously, so all of our delivery crews carry and will introduce themselves to you with their ID card. All of our furniture delivery vehicles have a trained crew of two.
- On arrival, the delivery crew will unpack, position and, where applicable, assemble your furniture (excludes "delivery only" products – see below).
- The crew will ask you to inspect your products carefully before signing to accept delivery and any assembly. If you're dissatisfied for any reason, please inform the crew or contact customer services as soon as possible. This will not affect your legal rights where there is an issue with the products.
- All packing materials will be removed and disposed of responsibly in accordance with our Plan A commitment (click [here](#) for link).
- If no one with authority to accept the delivery (meaning persons aged 16 years of age or above) is available at your specified address at the time of delivery, your order will be returned to our warehouse and you may, at our discretion, to take account of our reasonable costs, incur a delivery re-arrangement fee of £100 (€150 for ROI) in total.

#### **7. Delivery only products**

- Certain products within our range are supplied on a 'delivery only' basis, which will be made clear in the product description (e.g. online and in product catalogues) so you are aware of this prior to making your purchase. Delivery only products will require unpacking and self-assembly; instructions will be provided. If you order via our Website, this will be made clear on the individual product page. If you order in-store or over the phone, our customer sales assistant will inform you of this.
- These products will be delivered boxed for you to unpack and position yourself. Please unpack and check your furniture as soon as possible after delivery.

#### **8. Delays**

- Occasionally, the delivery of your furniture may be delayed or postponed. We will, of course, make every effort to keep you informed, minimise delay and discuss revised delivery timescales, but we shall

be under no liability for any delay or failure to deliver your furniture if the delay or failure is wholly or partly caused by circumstances beyond our reasonable control (e.g. particularly bad weather conditions). Where there is a delay or failure for such reasons, you may wish to cancel your order. See section 10 below for further information about cancelling.

## 9. Amendments

- Should you need to amend your order, please contact our Customer Services team on 0333 014 8111 for UK or 0353 1695 0741 for ROI.
- If you amend your order, you may find there are changes to your delivery timescales and/or the price you pay for the product(s). Where this is the case, you will be shown the current selling price along with the relevant delivery options and their cost on the day you amend your order and will have the option to either confirm the amendment(s) or cancel your order. See section 10 below for further information about cancelling.
- Subject to the point immediately above, you will not be charged to amend your order provided you give us at least 3 clear working days' notice (not including the date of delivery) before your agreed delivery date. Any changes after this point may, at our discretion, to take account of our reasonable costs, incur a fee of £100 (€150 for ROI) in total.

## 10. Cancellations

- If you wish to cancel your order, you have 14 days to inform us, starting on the day after your products have been delivered. Please call our Customer Services team (0333 014 8111 or 0353 1695 0741 for ROI) and they will arrange a time for us to collect your furniture.
- All products returned must, when received by us, be in their original re-saleable condition and there may, at our discretion, to take account of our reasonable costs, be a collection charge of £100 (€150 for ROI) in total (which will show as a separate charge). Note that in all circumstances, you are responsible for any loss or damage to the furniture before it is received by us (except where caused by us) which will be deducted from any refund made to you. Our crew will take photographs of the relevant products on delivery to document their condition.
- Please note that our goodwill refund policy, which can be found within our General Terms and Conditions of Sale on [www.marksandspencer.com](http://www.marksandspencer.com) (click [here](#) for link) does not apply to furniture. Once your cancellation right has expired, we will only give a refund in accordance with your legal rights, for example, if the goods are not of satisfactory quality or as described. Please see our General Terms and Conditions of Sale for further details of your legal rights (click [here](#) for link).

## 11. Furniture Disposal Service

- This service is ordinarily available for upholstery and beds, but please note the point below.
- This service must be ordered with your new product and cannot be ordered after you have placed your order. Removal is on a like-for-like basis only; for example, if you order a new 3 seater sofa, we'll collect your old 3 seater sofa.
- We will only collect products from the same address as your new furniture is being delivered to.
- The product(s) will not be removed if infested, wet, heavily soiled or dangerous to remove.
- You must arrange for bedsteads to be disassembled prior to collection.
- PLEASE NOTE: The Furniture Disposal Service is temporarily unavailable on upholstery items only from 1 August 2019 to 15 September 2019 (inclusive). For the avoidance of doubt, the service will still be available for beds during this period.

## 12. After delivery

- If you are exporting your furniture abroad, please make sure you are completely happy with your product before shipping as we cannot arrange international collections or administer after sales assistance overseas. Please also check what customs formalities are involved, including payment of export or import duties. If you intend to export your furniture abroad, please contact our Customer Services team (0333 014 8111 or 0353 1695 0741 for ROI) and they will assist you further with the process you should follow.
- The life of your furniture can depend on you looking after it according to the care instructions provided. Once you have taken delivery of your furniture, we will only provide remedies, which might be by way of refund, in accordance with your legal rights, for example, if the goods are not of satisfactory quality or as described.

- Where a good is faulty, you may, in accordance with your legal rights, be entitled to a replacement, repair or refund. Note that where you return a faulty good to us more than 1 year after delivery, and you are entitled to a partial refund, we reserve the right to apply a usage deduction for your period of use. The refund you will receive will be calculated as follows:

Time period since purchase	Refund (as a % of the original purchase price*)
0 to 2 years	83%
2-3 years	66%
3-4 years	50%
4-5 years	33%
5-6 years	17%
7 years and above	No refund

\*The original purchase price after any discounts which were applied.

- In the unlikely event that you have an issue with your furniture after delivery, we have a dedicated Furniture Customer Services team: Telephone number 0333 014 8111 for UK or 0353 1695 0741 for ROI. Please see our Contact Us page (click [here](#) for link) for more details.
- We may ask you to provide photographs of your furniture. Once we have reviewed the photographs, we may deploy an independent furniture technician to come and inspect your furniture.

### 13. Furniture Guarantee (sofas, armchairs and sofa beds only)

- The frames of M&S sofas, armchairs and sofa beds purchased from 1 January 2017 in the UK and Republic of Ireland come with a 10 year guarantee from the date of delivery.
- Your guarantee covers you against faults to the frame of your sofa, armchair or sofa bed, including loose joints and timber breakage.

#### *Claiming on your guarantee*

- To make a claim, please call our Furniture Customer Services team. Their details can be found on [marksandspencer.com](http://marksandspencer.com). You will need to provide:
  - i. proof of purchase;
  - ii. a photograph of the batch label; and
  - iii. photographs of the fault.

#### *What does your guarantee cover?*

- Your guarantee provides a repair service should your frame fail during the 10 year guarantee period.
- All repair services are provided by authorised service technicians who are appointed by M&S.
- We reserve the right to use alternative, similar materials to repair your product where the original materials are no longer available.
- If we need to replace the fabric as part of the frame repair, the replacement fabric may not be exactly the same as the original fabric. We will try to find the closest available fabric, but there may be some shade variation.
- If your product cannot be repaired, we will replace it with the same model or, if this is no longer available, a substitute product of an equivalent specification.
- In the event that your product is repaired or replaced, the guarantee will still expire on the original guarantee expiration date.

#### *What is not covered?*

- The guarantee does not include the following:
  - i. Ex-display products purchased in-store
  - ii. Products purchased from M&S Outlets
  - iii. Any outdoor or conservatory furniture
  - iv. Mechanisms, motors, moving parts, electrical componentry or spring softening
  - v. Fabric, accessories, legs, cushioning or fillings
  - vi. Normal wear and tear

- The guarantee will not apply if:
  - i. The timber has been subject to adverse moisture or heat
  - ii. The product has not been properly maintained in accordance with the care instructions, or there is evidence of product abuse, misuse or use in a non-domestic environment
  - iii. The product is in an unsanitary condition. We reserve the right to refuse to collect and/or dispose of any unsanitary product.
  - iv. The product has been exported outside of the UK (or if you are a Republic of Ireland customer, out of the Republic of Ireland).
  
- This guarantee is in addition to and does not affect your legal rights. Please see our General Terms and Conditions of Sale on [www.marksandspencer.com](http://www.marksandspencer.com) (click [here](#) for link) or, for ROI, [www.marksandspencer.com/ie](http://www.marksandspencer.com/ie) (click [here](#) for link) for further details.