

# Furniture Terms & Conditions (Updated 3<sup>rd</sup> September - Amendment in response to Covid-19)

(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 and stock 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.

## 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/PayPal/Clearpay payments will be processed on the day you place your order.
- If you have purchased your furniture using the Interest Free Credit option (UK only), your first payment will be activated upon successful delivery of your furniture, in accordance to your credit agreement. (<https://www.marksandspencer.com/c/help/legal-and-ethical-policies/furniture-delivery-and-returns>)

## 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.
- 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). 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 £25 (€35 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 allow an additional week to the estimated delivery date shown for furniture ordered through [marksandspencer.com](http://marksandspencer.com) for delivery to Northern Ireland or ordered through [marksandspencer.com/ie](http://marksandspencer.com/ie) for delivery to the Republic of Ireland.

- 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.**
- As soon as we receive your order, you will receive a txt or email for you to choose a specific day of delivery.





#### ***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 will (to take account of our reasonable costs) incur a delivery re-arrangement fee of £25 (€35 for ROI) in total.

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

- In response to Covid 19 and government guidelines, we will be making your delivery contact-free, and ask for your support in maintaining a 2-metre distance from our delivery team.
- 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 our delivery crew 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 section 7). This may be subject to change due to government guidelines and local lockdowns.
- We will not be asking you to sign our handheld device to accept delivery, where possible we will take a photograph of the item as evidence of delivery.
- 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 £25 (€35 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 **DELIVERY, COLLECTIONS & RETURNS** section on-line so you are aware of this prior to making your purchase. These will be identified by  Delivered to your door or  Delivered to your room of choice, self-assembly required.
- Delivery only products will require unpacking and possibly self-assembly (highlighted on the product pages with  Self-Assembly or  Partial Assembly Required ) instructions will be provided. 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 9 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 9 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 will (to take account of our reasonable costs), incur a fee of £25 (€35 for ROI) in total.

### 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. Deductions from any refund may be made by M&S for any excessive handling, such as: the disposal of the product's original packaging, or where an item has been partially/fully built.
- There will (to take account of our reasonable costs), be a collection charge of £25(€35 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).

## 10. Furniture Disposal Service (Service is currently suspended due to Coronavirus protective measures)

### 11. After delivery

- If you are exporting your furniture internationally, please make sure you are completely happy with your product before shipping onwards 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 internationally, please contact our Customer Services team (0333 014 8111 or 0353 1695 0741 for ROI) and they will provide you with assistance.
- All products returned must, when received by us, be in their original re-saleable condition. Deductions from any refund may be made by M&S for any excessive handling, such as: the disposal of the product's original packaging or where an item has been partially or fully built, If you have a problem with your new furniture delivery, please follow these steps:
  - 1) Contact us on 0333 014 8111 or 0353 1695 0741 for ROI to discuss the situation. Please see our Contact Us page (click [here](#) for link) for further contact details.
  - 2) **Please retain the original packaging.**
  - 3) Our furniture care team will contact you to advise of next steps. Damaged or faulty items and missing parts must be reported within **30 days** of receiving delivery of the order.
  - 4) If your furniture is damaged or faulty the remedies we will provide will depend on the circumstances of each case, but may include repair, replacement or refund, as appropriate and in accordance with your legal rights.

### 12. Furniture Guarantee

- If you purchased your furniture on or after the 28th January 2020 it will come with a 10 year guarantee. This excludes outdoor furniture and does not cover any issues arising as a result of normal wear and tear, improper care or accidental damage. The life of your furniture depends on you looking after it according to the care instructions provided.
- If you purchased your furniture before the 28<sup>th</sup> January 2020, contact our Customer Services team (0333 014 8111 or 0353 1695 0741 for ROI). (Contact us link)

### ***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:
  - 1) Proof of purchase;
  - 2) A photograph of the batch label; and
  - 3) Photographs of the fault.

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

- Your guarantee provides a repair service should your furniture 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, 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:
  - 1) Ex-display products purchased in-store.
  - 2) Products purchased from M&S Outlets.
  - 3) Any outdoor furniture.
  - 4) Accessories.
  - 5) Normal wear and tear.
- The guarantee will not apply if:
  - 1) The furniture has been subject to adverse moisture or heat.
  - 2) 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.
  - 3) The product is in an unsanitary condition. We reserve the right to refuse to collect and/or dispose of any unsanitary product.
  - 4) 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.