



Terms & Conditions

Distance selling regulations

The Regulations do not apply to any made to order, special order cabinetry, or any products altered to the customer's own specification or business-to-business contracts. All furniture from DS Home Direct Ltd are made to order.

General

Please ensure you read these terms and conditions carefully before you purchase any items from DS Home Direct Ltd. You must be aware that once an order is placed you agree to comply with and be bound by the following terms and conditions of sale which together with our privacy policy govern DS Home Direct Ltd relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'DS Home Direct Ltd' or 'us' or 'we' refers to the seller whose registered address is Unit 1, 1 Wellington Road, Portslade, Brighton, East Sussex, BN41 1DN, England. Our company registration number is 10502402. The term 'you' or 'buyer' refers to the viewer or user of this website or any person, firm or company entering into a contract to purchase goods from DS Home Direct Ltd. The term 'goods' refers to the products supplied by the seller to the buyer and are covered by these terms and conditions of sale.

No variation of these terms and conditions shall be binding upon DS Home Direct Ltd unless previously agreed by the correct authority at DS Home Direct Ltd in writing.

You may not transfer any of your rights under these terms and conditions to any other person. If you breach these terms and conditions and we choose to ignore this we are still entitled to use our rights at a later date in a situation where you breach these terms and conditions. We are not held responsible for any breach of these terms and conditions caused by circumstances that are beyond reasonable control. Our liability to you under these terms of sale shall not exceed the total price paid for the goods you purchased through us, DS Home Direct Ltd.

You may want to print a copy of these terms and conditions for your future reference.

Your Returns Rights as a Consumer

The Distance Selling Regulations applies to the contracts between you and us in the situation where no face to face contact has been made. This can cover the occasions where items have been purchased over the internet in the event where the consumer has not had direct opportunity to view the products before purchase.

The Distance Selling Regulation states that these regulations do not apply to business-to-business contracts nor does it apply to any orders of made to order, made to measure, bespoke, custom or special order products including products altered to suit the customer's specifications. All items purchased from DS Home Direct Ltd are *made to order*.

Non faulty goods

DS Home Direct Ltd will not under any circumstances accept returns on any special order, custom size, made to measure or any standard product that has been adjusted at your request. As all our kitchen cabinets are specifically 'made to order' in accordance with your desired requirements these items are not covered by the consumer returns policy. Therefore, upon completion of the sale there can be no cancellations or refunds. There is a possibility amendments can be made to your order within the first 24 hours after ordering, prior to the manufacturer commencing production. All requests for amendments must be made and accepted in writing and you the consumer will be liable for costs incurred. This does not affect your statutory rights relating to mis-described or faulty goods. All items purchased DS Home Direct Ltd are *made to order*.

Faulty Goods

You, the buyer, have the right for a free replacement of any items that arrive damaged. Items must be inspected upon delivery and damages noted on receipt of delivery. This is your only opportunity to report damage. No claim for damage will be considered after this point. If damage has occurred and reported on delivery a replacement will be delivered to you at the earliest opportunity. You must understand that our goods are made to order and this will affect delivery times.

DS Home Direct Ltd is not responsible for any damages to the items caused by you or incidental work, including but not limited to the fitting of the items. DS Home Direct Ltd warrants to the original user for 'Household Use' only as defined below for a year to year term, measured from the date of purchase from DS Home Direct Ltd. DS Home Direct Ltd will repair or replace any product of DS Home Direct Ltd supplied which is defective in material and workmanship.

The term 'Household Use' shall include use for personal and family purposes as well as in short term residential rental units, but does not apply to other purposes including for commercial use.

The remedy of repair or replacement shall be at the discretion of DS Home Direct Ltd. Claims for repair or replacement should be submitted to DS Home Direct Ltd at Unit 1, 1 Wellington Road, BN41 1DN.

It is the nature of various products to have variation in the grains, pattern, and colour. Any surface finish may be affected by exposure to natural sunlight and other various elements as part of the ordinary ageing process. These material changes are not covered by this warranty. The warranty does not cover damage to goods from DS Home Direct Ltd due, but not limited, to the following: negligence, abuse, normal wear and tear, fire, trauma, water damage or accidents.

This warranty is only applicable upon proof of date of purchase, and only covers faults as a result of factory workmanship or materials. No responsibility will be accepted if it is found that the items were handled (by you or your representative), installed, or used incorrectly.

Our Right as the Seller

We, as the seller, reserve the right to cancel the contract between you and us in the event of the following;

- i) you have placed an order for items that have been discontinued or are out of stock.
- ii) an error has occurred with the pricing of goods ordered and you do not accept the updated price

If DS Home Direct Ltd makes the decision to cancel your order you will be notified at the first opportunity by either email or telephone. A full refund will then be made to you. DS Home Direct Ltd will not be held liable to pay you any compensation for any reason.

We warrant to you that the goods purchased through DS Home Direct Ltd are of satisfactory quality and are reasonably fit for the required use this type of product requires within the guidelines of the Sale of good act 1979. If the event arises that a claim is made we the sellers or our suppliers must be given the opportunity to access and inspect the faulty goods, alternatively we may ask you to provide photographic evidence before an assessment can be made.

If we have been deemed liable for the defect, we shall either replace the goods or refund you for the item. However we shall not be liable for a breach of any of the warranties if the following but not limited to occurs: i) you continue to use the item and aggravate the damage further after giving notice of the fault. ii) the defect has arisen because you failed to follow the manufacturer's instructions as to the storage, installation, use or maintenance of the goods. iii) In the absence of written instructions you failed to pay attention to observed accepted practices in relation to the correct storage, installation, use or maintenance of the goods. iv) in finding a fault or damage you attempt a repair in any way.

Price, Placing your order and Payment

By placing an order you guarantee that you are 18 years of age or over and you are legally capable of entering into binding contracts. You agree you have the authority to accept or to accept on behalf of your party the terms of these booking conditions.

All prices charged by us are those in place at the date and time of order unless otherwise stated.

Whilst DS Home Direct Ltd makes every effort to ensure the prices stated on our quotes and site are accurate, there are times when errors may occur. If we discover an error in a price reflected in your order we will inform you.

We reserve the right to adjust the prices and specifications of our goods offered on quotes or website with no notice.

Unless otherwise stated, all prices shown do not include VAT. The VAT at the current rate is added in the checkout stage of purchase. All prices shown do not include delivery charges. Delivery is charged at a flat rate of £80 plus VAT at the current rate for all of mainland UK, this will be added to your total order at the checkout stage of purchase. unless, otherwise stated.

Except where otherwise set out in these Terms of Sale, the price payable by you the buyer for the goods is the price given by us at the time of you placing your order. Any discount offers are subject to a minimum spend. Please enquire for more information. All products must be paid for in full at time of purchase before your order can be confirmed, unless, otherwise stated. Payment can only be made by credit and debit card or transfer and are subject to usual bank clearing times. A charge of 1.5% of the value will be added to the transaction when the customer uses a Credit card. In the event of an issue with taking payment from your card you will be contacted by a representative from DS Home Direct Ltd. No order will be confirmed until full payment is made and all funds have cleared.

By placing an order through DS Home Direct Ltd you are agreeing to these terms and conditions.

Delivery

We advertise that your order will be delivered directly to you within the time advised by us. Please note that we supply the kitchens to order, therefore the delivery quoted is an estimation. This does not include weekends, bank holidays or public holidays. Please contact us before ordering if you have any queries.

A time for delivery will be arranged between you and us after your order has been placed. Delivery times and dates are an approximation only.

The delivery may be made to the person named on the invoice or any other person residing at the address or any other person appearing to have authority to accept the delivery on behalf of you, the consumer. In the event that you, the consumer, or your authorised replacement fail to be there during the arranged window the driver has the right to return the products to the place of loading and you will be liable for new delivery charges. These charges will be the full payment of the standard delivery cost, paid for in advance before a new agreed date and time can be arranged.

You are responsible for providing adequate and appropriate equipment and ensuring manual labour is available for unloading the goods at your desired place of delivery.

Upon receiving the goods a signature is required. Upon receipt of a signature the responsibility of the goods then lies with you, and from this time you will be responsible for any loss of or damage to the goods.

Please check your items carefully upon delivery. Items must be inspected upon delivery and damages noted on receipt of delivery. This is your only opportunity to report damage. No claim for damage will be considered or accepted after this point.

Whilst we will do our very best to ensure your delivery arrives within the specified window, we cannot be accountable for delays due to but not limited to the following, i) incorrect address given at the time of purchase or at time of delivery arrangement. ii) incidents on the road including traffic delays, weather, natural disasters and acts of terrorism.

If our delivery is affected in any way we will contact you by phone or email to inform you. We will not be held responsible for any direct or indirect costs to you caused by late delivery. Late delivery does not constitute a valid reason for the contract to be cancelled.

We reserve the right to suspend or cancel the delivery if due to reasons listed above or any other reason it cannot be carried out effectively. An appropriate time will be rearranged for delivery to recommence. You will only be liable for new delivery charges if the fault lies with you.

Copyright

This website contains material which is owned by or licensed to us. This material includes but is not limited to; the design, look, layout, graphics and appearance. Reproduction of any said item is strictly prohibited other than in accordance with the copyright notice, which forms part of this contract. Any requests for use of these items must be made in writing and a notice of authority received in writing from the director of the company or an authorised representative. Unauthorised use of this website or the material contained may give rise to a claim for damages and/or be a criminal offence.

Laws

Your use of our services and website and any contract arising from the use of our services and website is subject to and governed by the laws of England and all parties are subject to the jurisdiction of the English courts.

Your Privacy and Security

We may collect the following information from you;

Information you provide when creating an account with DS Home Direct Ltd

Details of your previous orders through us as well as anything provided during correspondence with any members of our team.

We will use your personal information to send you correspondence regarding your order. We may also from time to time use your information to send you promotional material and offers, you will be asked at the time of creating an account if you agree to receive this correspondence. If you have previously agreed to us using your personal information for direct marketing purposes you can opt out at anytime by writing to us or emailing us at hello@dshomedirect.co.uk

When we process an order we will take your name, addresses (billing and delivery) email address and your credit/debit card details. We cannot process an order without this information, but you do have the right to withhold personal information that is not required for the process.

To ensure your credit card is not being used without your consent we will validate your name, addresses and your other personal details supplied by you at the time of placing your order against the appropriate third-party databases. We will under no circumstance perform a credit check and can ensure your credit rating will not be affected. All information provided by you is kept in the strictest confidence and is treated in accordance with the Data Protection Act 1998.

DS Home Direct Ltd does not disclose customer information to third parties, except for the purpose of delivery of your goods. We do not sell or loan information to any party wishing to use information for their marketing purposes.

By using our services and website, you accept without limitations all of these terms and conditions. We reserve the right to make changes to these terms and conditions at any time. Changes of the terms and conditions will occur by the posting of a new modified version of the terms and conditions to our website.