

## Terms and Conditions – Cottonsafe® Hotel Ltd.

The order is unless otherwise specifically agreed in writing by a Director of Cottonsafe® Hotel Ltd (“the Supplier”) subject to the following Terms and Conditions:

1) **These Conditions of sale** together with the specific conditions and terms set out shall constitute the entire contract between the Supplier and the purchaser of any goods from the Supplier (“The Customer”). These conditions shall supersede any previous agreements or arrangements (whether written, oral and implied) between the Supplier and the Customer in relation to the subject matter of the contract and shall override and exclude any conditions at any time imposed by the Customer save to the extent that such conditions may be incorporated herein. By placing an order for goods or services the customer is deemed to have accepted these conditions.

**2) Assignment:**

This contract is personal to the parties hereto and shall not be assigned to any third party by the Customer without written consent from a Director of Cottonsafe® Hotel Ltd.

**3) Variations to conditions:**

No variation of these conditions shall be effective and binding upon the company unless it is accepted in writing by a Director of Cottonsafe® Hotel Ltd.

**4) Prices:**

- a) Notwithstanding any quotation, the contract price shall be the price ruling at the date the order is received and shall be subject to increase between that date and the date of the delivery in respect of the matter referred to in sub-clause (b) hereof.
- b) The Supplier shall have the right to increase the contract price to take into account any increases in cost arising after the date the order is received as a result of:
  - (i) Any Alteration in the Customer’s requirements;
  - (ii) The Customer’s specific instruction or lack of instructions;
  - (iii) Any interruptions, delays or any other cause over which the Supplier has no control;
  - (iv) Any increases in any tax duty or levy imposed on goods or services affecting the contract price in any manner, including VAT.

**5) Payment:**

- (a) Orders due within 8 weeks or under £500 in value must be paid in full. A minimum deposit of 50% is required at the time of order for orders due in more than 8 weeks or over £500 in value. The balance of the price will become due 2 weeks prior to the estimated delivery date.
- (b) Delivery cannot be arranged until any balance outstanding is paid in full.

**6) Delivery:**

- (a) The Suppliers delivery company delivers on weekdays and will endeavour to meet the customer requirements where possible.
- (b) Delivery will only be made to the address given on the order
- (c) No claim in respect of any loss or damage to goods in transit or any shortage on delivery will be accepted, unless the Customer shall have notified the Supplier in writing of such loss, damage or shortage within 48 hours of delivery.
- (d) If the goods supplied are damaged in transit, you should notify the supplier within 1 working day in writing providing photographic evidence of the damage. Once we have verified the fault we will issue you with (at our discretion) the returns documentation for a replacement or full refund.

**7) Fitting the Bed:**

- (a) It is the customer's responsibility to ensure that the bed will pass freely through into the room of choice.

**8) Care of Bed or accessories:**

- (a) The supplier cannot accept responsibility for any damage caused by failure to follow Cottonsafe® Hotel Instructions or relevant care instructions.

**9) Guarantee:**

- (a) All goods supplied by the Supplier are guaranteed free from defects for 12 months from the date of purchase (unless otherwise stated). This does not affect your statutory rights.
- (b) In the unlikely event of a defect in material or workmanship occurring within the guarantee period, the Supplier will (at its option) either:
  - (i) Replace those goods
  - (ii) Repair those goods or
  - (iii) Refund or re-credit you the sum you have paid for the relevant goods within 30 days of the date that the relevant goods are returned.

The guarantee will continue from the original date of purchase

- (c) The mattress guarantee will be invalidated if:
  - (i) The mattress is used on a slatted base which has slats more than 7.5cm apart.
  - (ii) The mattress is used on any type of damaged or unsupportive base.
- (d) If a manufacturing defect should occur within the remaining period of warranty, then the Supplier will replace the item at a usage charge. The charge will reflect the period of use, the current retail price and the number of years left on the warranty.
- (e) If the goods supplied to you develop a fault whilst under guarantee or if you have any other complaint about the goods, you should notify the Supplier in writing as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.
- (f) Please note that any items returned to us which you claim to be faulty or incomplete are checked and verified by our technicians. Any returned items that are found not to be faulty or incomplete will be returned to you and we shall be entitled to charge you for the return carriage costs. We will not dispatch the goods until this payment has been made.

## 10) Warranty:

- (a) We guarantee that the products will be free from material defects in material and workmanship for a period of 12 months from the date delivered to you. Thereafter, “sliding” warranty terms apply from the date of delivery to you. Products replaced within the Warranty period subject to a warranty charge are supplied with a new guarantee. Details are available upon request.

Warranty conditions are as follows:

- 1) The mattress must be turned regularly, as per the Care Instructions, thereby minimising the settlement of the filling layers. Failure to follow our Care Instructions will invalidate the warranty conditions.
- 2) We are unable to accept items that are soiled or unhygienic. Therefore, please ensure that you use a mattress protector / cover from the first day of use.
- 3) The guarantee and warranty is void if a fault results from misuse of the product. Examples of misuse would include (but are not limited to) the following:
  - Unfair wear and tear
  - Use without bed linen
  - Subjecting the product to excessive wear, wilful damage, abnormal conditions of use e.g jumping up and down on the bed
  - Using a mattress on an old or unsuitable base
  - Rolling or bending the mattress
  - Overloading the drawers in the base; overloading can cause distortion or damage to drawers and may also cause them to jam.
- 4) Wherever possible, replacement product will be like for like. However, in the event of a particular model being no longer available, we reserve the right to substitute appropriately as per our current range.
- 5) If a manufacturing defect occurs during the period more than 1 year but less than 10 years after you purchased your mattress, within the prescribed time limits, we will repair or replace your mattress subject to you paying a pro-rata usage charge based on the period of time you have had it and the current recommended trade price or the repair cost.

The contribution you will be required to make will be as follows:

## Mattresses

<b>CHEMICAL FREE 1200</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	50%	50%
3-4 years	70%	30%
4-5 years	85%	15%

<b>CHEMICAL FREE 1500</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	50%	50%
3-4 years	70%	30%
4-5 years	80%	20%
5-6 years	90%	10%

<b>CHEMICAL FREE 2000</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	50%	50%
3-4 years	65%	35%
4-5 years	75%	25%
5-6 years	85%	15%
6-7 years	90%	10%

### **Mattresses bought with a Topper (Extended Guarantee)**

<b>CHEMICAL FREE 1200 WITH TOPPER</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	50%	50%
3-4 years	65%	35%
4-5 years	75%	25%
5-6 years	85%	15%
6-7 years	90%	10%

<b>CHEMICAL FREE 1500 WITH TOPPER</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	40%	60%
3-4 years	50%	50%
4-5 years	60%	40%
5-6 years	70%	30%
6-7 years	80%	20%
7-8 years	90%	10%

<b>CHEMICAL FREE 2000 WITH TOPPER</b>		
Time since you bought the Mattress	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	40%	60%
3-4 years	50%	50%
4-5 years	60%	40%
5-6 years	70%	30%
6-7 years	75%	25%
7-8 years	85%	15%
8-9 years	90%	10%

## **Divans**

Time since you bought the Divan	Your contribution to the repair / replacement	Our contribution to the repair / replacement
1-2 years	30%	70%
2-3 years	50%	50%
3-4 years	60%	40%
4-5 years	70%	30%
5-6 years	75%	25%
6-7 years	80%	20%
7-8 years	85%	15%

### **How to make a claim:**

- a) If you wish to claim under this warranty please contact us at the following address (Cottonsafe® Hotel Ltd, Unit 15 Woodbury Business Park, Exmouth Road, Woodbury, Devon, EX5 1AY) giving full details of the defect and a photograph. Please include your name, address and copy of your invoice as proof of the date you purchased the mattress.
- b) We will then discuss with you if a repair or replacement will be offered. Whether your mattress is repaired or replaced will be at our sole discretion.
- c) You will be told the cost of repairing or replacing your mattress which, in the event of a repair will be at cost price, and in the event of replacement will be recommended contract price at the date of replacement.
- d) You will then be given the option of proceeding with the claim. If you wish to do so you will be required to make your contribution to the cost of the repair or replacement in accordance with the terms of the warranty before the repair or replacement is made.

This warranty applies to you only and may not be transferred. This warranty will be governed by English Law. **Nothing in this warranty affects your statutory rights.**

### **11) Tolerance:**

- (a) There is a standard tolerance of +/- 2cm for mattress depth, length and width.

**12) Storage:**

- (a) All items must be delivered to the customer within 28 days of manufacture. The Supplier can arrange storage beyond this period, but storage charges, payable in advance, will be incurred. Current charges available from the Supplier.

**13) Cancellation or Amendment of Customer Orders:**

- (a) No claim by the Customer in respect of the goods supplier hereunder will be accepted by the Supplier if the goods have been cut, finished, processed or otherwise converted to the customer's use.
- (b) Amendments of cancellations will attract an administration fee of 20% of the order value with a minimum charge of £50.
- (c) The Suppliers liability to the customer, in respect of the quality of the goods supplied hereunder, shall be limited to the invoiced value of the goods in question. The Supplier shall not be liable for any consequential loss (whether direct or indirect), expense or damage of whatever kind arising as a result of or in connection with the supply of goods or services.

**14) Transfer of Property and Risk in Goods:**

The risk in the goods will pass to the Customer upon delivery, but equitable and beneficial ownership shall remain with the supplier until the payment in full has been received for all goods and services in all current orders or contracts.

**15) Data Protection:**

The Supplier will take all responsible precautions to keep the details of your order and payment secure, but the Supplier will not be liable for unauthorised access to information supplied by you.

**16) Images:**

Product images are for illustrative purposes only and may differ from the actual product.

**17) Complaints:**

If you have a comment, concern or complaint about any products you have purchased from us, please contact us via email [info@cottonsafehotel.co.uk](mailto:info@cottonsafehotel.co.uk) or by post at Cottonsafe® Hotel Ltd, Unit 15 Woodbury Business Park, Exmouth Road, Woodbury, Devon, EX5 1AY.

**18) Proper Law:**

This contract and these conditions shall be construed according to and governed by the Law of England and the parties hereby submit to the jurisdiction of the English Courts.

**19) General:**

- (a) The Customer agrees to indemnify and keep indemnified the Supplier against all reasonable fees, costs and other expenses incurred by the Company in enforcing these conditions or any of its terms or provisions.
- (b) All paragraphs and other headings contained in these conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of this contract.