

NIAGARA THERAPY LIMITED TERMS AND CONDITIONS OF SALE

If there is anything within our terms and conditions you do not understand or if you wish to receive in large print, please call Customer Support on 0800 689 6887.

1. The Company

- 1.1 Niagara Therapy Limited is a registered Company in England and Wales (Company Number 857402) whose registered office is Colomendy Industrial Estate, Rhyl Road, Denbigh, Denbighshire LL16 5TS. Telephone 01745 811200.

2. Definitions

- 2.1 'Customer' means the person(s) agreeing to buy Products from Niagara Therapy Ltd.
- 2.2 'Products' shall mean items specified on the order form and shown on the tablet device at the time the order is placed which the Customer has agreed to purchase from Niagara Therapy Ltd.
- 2.3 'Terms and Conditions' shall mean the terms and conditions set out herein.

3. Before Placing Your Order

- 3.1 Our representative will take you through your selected product(s), providing you with all the information, including order number, price payable, fabrics, colour, size and any specific details our delivery team require will be captured, thus providing you with additional reassurance. Your order form, once signed electronically, together with payment of your deposit, constitutes our acceptance of your order. Please ensure you read these Terms and Conditions carefully, and check that the details on the order are accurate before signing.

4. The Contract

- 4.1 These Terms and Conditions are intended to form a legally binding agreement between you (the Customer) and Niagara Therapy Ltd.
- 4.2 We will confirm your order in writing and send by 1st Class Post or email on the following day. We are under a legal duty to supply goods that are in conformity with our contract with you.
- 4.3 For ease of reference our Terms and Conditions of sale are also available to view on our website <https://niagaratherapy.co.uk/terms-conditions/> along with any special offers or promotions that may be offered by us from time to time. You may also receive accompanying literature advertising our promotions or special offers, the terms and conditions of which will be stated in the accompanying literature and on our website.

5. The Product(s)

- 5.1 All our products are handmade to order, and we pride ourselves in making high quality goods for you (the Customer).
- 5.2 Any photographs, swatches, sizes and/or product description, and any illustrations contained in our brochures or on our website are produced to provide you with an approximate idea of the Product(s) they describe and/or are representative of the finished product. Goods are purchased and supplied, on the understanding that there may be slight variations in dye, shade, grain and natural marks, particularly with natural products such as wood and leather.
- 5.3 As all our products are handmade, as such, there may be a slight variance in the measurements.

6. Price and Payment

- 6.1 The price payable by you (the Customer) is as per the order value stated on the order form, tablet device and the confirmation paperwork you have received.
- 6.2 Price of the Product(s) are set out in our price list at the time of your order and maybe subject to change at any time as a result of any offers or promotions.
- 6.3 All orders are subject to VAT unless you have completed and are eligible to claim VAT relief on the goods. If you are in doubt, please contact HMRC VAT enquiries on 0300 200 3700.

7. Delivery of Product(s)

- 7.1 We offer free delivery on all Orders within mainland UK and Northern Ireland. There may be an additional delivery charges for the Scottish Highlands, Channel Islands and Isle of Man.
- 7.2 We aim to deliver your order within 4 to 6 weeks however timescales may vary depending on the availability of raw materials (parts and fabrics) and in certain circumstances your delivery address, i.e., Scottish Highlands, Channel Islands and Isle of Man.
- 7.3 The delivery planning department will contact you to confirm a suitable delivery date and take payment of your outstanding balance. Please note that all orders must be paid in full prior to delivery. Goods will remain the property of Niagara Therapy Ltd until full payment has been made.

- 7.4 We want to ensure a seamless delivery transaction into your home, so we need to know in advance if your property contains any driving restrictions for our vehicle, a tight staircase, small landing or any low opening doors, to enable us to advise our team for delivery on the day. It is the Customers responsibility to advise our Representative and/or delivery planning department of any obstacles or potential holdups we may incur prior to delivery.

- 7.5 On the day of delivery, please ensure that the delivery team can gain easy access to the room that the Product is going into and the place for your new Product is clear. Our delivery team will fully install your furniture and demonstrate how to use the product(s). To make sure you are completely satisfied with your furniture, the delivery team will ask you to sign for receipt of your furniture after it has been installed.

- 7.6 Please note, we shall not be liable for any delay in delivery of the goods that is caused due to circumstances or an event beyond our reasonable control. If you do not take delivery of the Product(s) after our delivery team has confirmed a delivery date, then, except where such failure or delay is caused by circumstances beyond our control, we may charge for all related costs and expenses for the non-delivery i.e., transportation, the cost of which is £238.00 inclusive of VAT.

- 7.7 If no one is available at your address to take delivery on the date and time agreed and notified to you, then we will advise that the Products have been returned to our manufacturing site, in which case, we will contact you to rearrange delivery. Please note, a redelivery charge of £238.00 inclusive of VAT may apply in these circumstances.

- 7.8 Where we are installing the Products in your property, and in the unlikely event that our delivery team has caused potential damage during installation, you must inform the delivery installation team at the time of delivery or contact our Customer Support team within 24 hours. We will require quotations before assessing the cost to rectify any potential damage. We are not responsible for any pre-existing damage to your property that we may discover during installation.

8. Disposal of old Product(s)

- 8.1 We are able to dispose your old furniture in a responsible and environmentally manner where possible raw materials are effectively recycled. The cost of removal is per item and subject to size and type of item. This cost is outlined to you at the time of order and maybe subject to change due to fluctuations occurring in market conditions. Please note we are unable to return any removed items.

9. Orders on Hold

- 9.1 On occasion our customers may require us to place their order on hold pending manufacture. An initial deposit is required to be paid. Please note that in these circumstances, the price quoted at the time of the order will be honoured for four months. After this time, if prices have increased due to circumstances beyond our control, e.g., the cost or change of materials, we will duly notify customers of any reasonable fluctuation in the price payable for the goods.

10. Guarantee

- 10.1 The guarantee starts from the date of delivery and provides cover against any manufacturing fault or component failure for two years from that date unless specified otherwise. Mattresses, static furniture, accessories, offers and sold as seen products all carry a 1-year guarantee against any manufacturing fault or component failure from date of delivery. Please note, the mechanical metal frame only of specific beds (Heritage, Elite, Classic) has an optional extended fifteen-year guarantee. This is subject to completion of the customer registering this extension with the company within two months of delivery. Please note the guarantee is specific to the named customer on the order and is non-transferable.
- 10.2 The guarantee does not cover any defect to items such as batteries, upholstery or any other item arising from fair wear and tear, wilful damage, negligence of use or abnormal operating conditions due to failure to follow the provided instructions for use given in writing or verbally, alteration or repair of the goods without the company's prior written approval. Following the expiry of the guarantee the company provides an optional extended guarantee for a specified cost, details of which will be sent to you approximately one month before the guarantee expires. Alternatively, the company provides a product repair service and charge an informed fee for work undertaken.

10.3 The customer shall be responsible for damage to, or loss of the goods once they are delivered to the customer and in the possession of the customer and / or in the customer's control.

11. Notice of Cancellation and Refund

- 11.1 As a consumer, you have a legal right to cancel a contract under the Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013. The right to cancel starts from the date you place your order, which is when the contract between us is formed. The end date is in 14 days beginning on the day after you take delivery of the goods, or the last day for delivery of the goods if this has occurred on different dates. This means that if you change your mind or decide for any reason that you do not want to receive or keep goods, you can notify us of your decision within 14 days of delivery to cancel the contract and receive a refund. The easiest way to do this is to contact our Customer Support team on: 0800 689 6887. You can also e-mail us at Support@niagaratherapy.co.uk, or write to us at the contact address or complete and return the cancellation form below. Advice about your legal right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 11.2 The goods must be returned complete, in perfect condition, unused and with all tags and labels attached.
- 11.3 Due to hygiene reasons, we can only accept returns of Mattresses*, Bedding Linen, including Mattress Protectors and Portable items, such as Therapy Pads and Hand Units, if they are returned unused in their original bag and packaging in 14 days. This does not affect your statutory rights as a consumer if the goods are faulty or incorrectly described.
- 11.4 Please note returns are not possible on any goods that are bespoke, as these have been made to dedicated requirements for you at your order request. (Unless faulty or incorrectly described).
- 11.5 We will charge a collection cost for the goods we collect in the event you cancel your order. The cost relating to furniture collection, including dismantling, transportation, inspection costs is up to £238.00 (inc. VAT). The collection cost for mattresses is up to £129.00 (inc. VAT). The collection cost for therapy portable equipment is up to £79.00 (inc. VAT). Please note the goods will remain your responsibility until we collect. You must ensure that on the day of collection the access to the goods is clear and free from obstruction. If the access is not clear and free from obstruction, then we will not be able to collect the goods.
- 11.6 We will refund you the price you paid for the goods, deducting any applicable collection cost. Please note following inspection of the returned goods we are permitted by law to deduct an amount (up to the full value of the goods if severely damaged or soiled) if the value of the goods has diminished or goods are damaged by your handling of the goods more than necessary, using them in a way which is not permitted outside of the instructions and in a way that might reasonably take place in a shop over the same period of time. If applicable, our Customer Support team will duly advise you of any proposed cost to be offset and to be retained from the total refund.
- 11.7 Normally refunds are processed to you in 14 working days from when we have received return of the goods. We will usually refund any money received from you using the same method originally used by you to pay for the goods.

12. *21 Night Sleep Guarantee

- 12.1 We know your body needs time to get used to your new Niagara mattress. As part of our 21-night sleep guarantee, if between 21 and 28 nights of use you are not satisfied with the comfort of your mattress, we'll exchange it for an alternative mattress in the same size. Our 21 Night Sleep Guarantee is offered on the proviso that:
- 12.2 You have slept on your mattress for a minimum of 21 nights and have contacted our Customer Support Team by the 28th day from the date of delivery.
- 12.3 You have purchased and used the Niagara mattress protector over the mattress to sleep on, the cost of which is £36.00 (inclusive of VAT) per unit.
- 12.4 The 21 Night Sleep Guarantee applies to the exchange of one mattress only per bed base.
- 12.5 Under the 21 Night Sleep Guarantee we will not exchange the bed base.
- 12.6 If you opt for a more expensive mattress under the 21 Night Sleep Guarantee you will need to pay the increase in price difference.
- 12.7 On exchange to an alternative mattress, if your new mattress is of a lesser value, you will not be eligible to receive a refund of the price difference.
- 12.8 On delivery of your new mattress a redelivery/exchange charge of £50.00 (inclusive of VAT) will apply.

13. Customer Support

- 13.1 Please call our Customer Support Team if you have any queries or problems with your purchase. Email: Support@Niagaratherapy.co.uk or telephone: 0800 689 6887. We are always happy to help you with any questions you may have regarding your experience, product information, or information on returns and exchanges. Please note we may record calls for training or monitoring purposes. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations please contact us.
- 13.2 To provide customers with peace of mind and to demonstrate our commitment to responsible retailing, Niagara Therapy Limited is a registered full member of The Furniture Ombudsman. The Furniture Ombudsman raises standards and is approved by the government to provide alternative dispute resolution services. We follow their Code of Practice which provides our customers with additional protection if they are not satisfied. For more information, please visit: www.thefurnitureombudsman.org or telephone 0333 241 3209

14. General

- 14.1 Our agreement with you is based upon English Law. The laws applicable to this agreement are the laws of England and Wales. Please read these terms and conditions carefully, which are also applicable if your order is made under our corresponding company Adjustamatic Beds (UK) Limited which is also registered in England and Wales at the above address under Company Number 1617452.

Cancellation Form

I hereby give notice that I cancel my contract of sale of the following order:

Ordered on * / Received on *: Order number:

Your name:

Your address:

Your signature: Date: *Delete as appropriate