

TERMS & CONDITIONS

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

During the expected lifespan of your product you're entitled to the following: up to 30 days: if your goods are faulty, you can get a refund; up to six months: if it can't be repaired or replaced, then you're entitled to a full refund in most cases; up to six years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

your legal rights and responsibilities;
our legal rights and responsibilities; and
certain key information required by law.

In this contract:

'We', 'us' or 'our' means Maker&Son Licences Ltd and

'You' or 'your' means the person using our site to buy goods from us.

About Us

Maker&Son Licences Ltd
Company Number: 14217039
VAT Number: 457201605

49 Station Road, Polegate, East Sussex, England, BN26 6EA

If you don't understand any of this contract and want to talk to us about it, please contact us by email: hello@makerandson.com.

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1. Introduction

If you use our website or buy goods from us, either through the website, in person, or through our sales consultants, you agree to be bound by the terms and conditions set out below. Please read these terms and conditions carefully before purchasing any products or services from us.

To be eligible to purchase goods on this website you must:

- be capable of entering into binding contracts;
- be at least 18 years old;
- provide your real name and contact details (including e-mail); and
- a valid delivery address in the United Kingdom.

2. Information about us

2.1 makerandson.com is a website owned and operated by Maker&Son Licences Ltd.

2.2 Our registered office is 49 Station Road, Polegate, East Sussex, BN26 6EA. Our main trading address is Maker&Son, The Courtyard, Staplefield Road, Cuckfield, West Sussex RH17 5JT.

2.3 We are registered under company number 14217039. Our VAT number is 457201605.

2.4 If you do not understand any part of our terms and conditions and wish to talk to us, please contact us by:

- Email: contact@makerandson.com. Emails will usually be responded to within 48 working hours, Monday - Saturday, 09:00 - 17:00; or
- Telephone: 0800 808 5408 (Monday - Friday, 10:00 - 16:00) (excluding Bank Holidays).

3. Terms of Use of Website and Privacy Policy

3.1 You should read our Terms of Use of Website and Privacy Policy which, together with these terms and conditions, govern our relationship with you. Our Privacy Policy is available at <https://www.makerandson.com/privacy-policy>.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information, and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4. Ordering goods from us online

4.1 For a legally binding contract of sale between you and us to be formed:

4.1.1 After you have placed an order for goods or services on our website, we will send you an email confirming that your order has been received;

4.1.2 Further to this, we will provide you with a link to your personalised Sales Order Agreement form, which details your order specifications;

4.1.3 Only when the Sales Order Agreement form has been read and signed by you and us, and you have received a Confirmation Email in return, is your order accepted, and a legally binding contract formed.

4.2 Should you find any errors on your Sales Order Agreement form, or should you wish to make any changes, contact us using the contact details provided in your Confirmation Email at the earliest convenience. We will not consider any order to be confirmed unless the Sales Order Agreement form has been signed.

4.3 We may contact you to say that we do not accept your order. This is typically for the following reasons: the goods are unavailable; we cannot authorise your payment; you are not allowed to buy the goods from us; we are not allowed to sell the goods to you; you have ordered too many goods; there has been a mistake on the pricing or description of the goods.

4.4 If we must change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

4.5 Any error or omission in sales literature, quotation, invoice or other document issued by us will be subject to correction without any liability on our part.

4.6 If you amend your order after it has been placed, there may be changes to the price of the goods or services, or changes to the delivery date.

5. Warranties, guarantees and insurance

5.1 A complimentary five (5) year Premium Product Protection Insurance Plan for accidental stains and

damages is included with all UK orders for new Maker&Son upholstered furniture products. To be eligible for this insurance, you must be a UK resident and at least 18 years old. Your item must be kept securely in your permanent residence within the UK. This insurance is only included for products where explicitly stated in the item description. Once your order confirmation is received, Bolt Cover will email you a copy of your [Insurance Product Information Document \(IPID\)](#) and [Policy Wording](#). Cover will only start once you have received your item. Bolt Cover will then issue you with your Policy Schedule, which, along with your Policy Wording, forms your contract of insurance. Full details can be found [here](#).

5.2 Additionally, we provide the following limited warranties to the original purchaser of any new Maker&Son upholstered furniture products, in the UK only:

5.2.1 Frames: We provide a thirty (30) year limited warranty on the frame of your upholstered seating, including Chairs, Sofas and Footstools. While your frame is under warranty, we will repair or replace any part of it that is defective in material or workmanship. The decision to repair or replace a piece will be made at our discretion.

5.2.2 Feather and down cushions: Feather and down cushions are warranted against defects in materials and workmanship for a period of one (1) year. Deterioration in feather and down cushions is to be expected over time due to the nature of the material; well-maintained cushions should be expected to stay at their optimum size, shape and loft for 3-5 years from new. Replacement cushions are available to purchase from us.

5.2.3 Mattresses: We provide a five (5) year manufacturing guarantee for the springs inside our mattresses.

5.3 For the first five (5) years after your purchase, Maker&Son UK will be responsible for the cost of transporting defective furniture residing in the United Kingdom to and from our workshop. Starting in year six (6) and continuing for the duration of the warranty, you will be responsible for the cost of transporting the furniture to and from our workshop. For furniture residing outside the UK, customers are fully responsible for transportation to and from the workshop, including any damage that could be caused.

5.4 This warranty does not cover fabric fading caused by stains from spills including (but not limited to) acids, solvents, dyes, ink, paint, other corrosive chemicals, bodily fluids, exposure to sunlight, bright light or extreme heat. Use of any aftermarket soil or leather protector not approved by Maker&Son in writing will void this warranty. Colourfastness and durability of fabric covering are also excluded from the warranty.

5.5 These guarantees do not cover fair wear and tear, neglect, abuse or misuse of your goods, loss or damage (including rusting and corrosion) due to unreasonable exposure to water, heat or weather; loss or damage due to fire, smoke, explosion, lightning, sunlight, infestation by animals or boring insects, damage by animals generally or theft, or accidental damage or loss caused by a third party.

5.6 Limitations and exclusions: This warranty only covers new furniture. 'New furniture' is upholstered furniture (including mattresses and toppers) purchased new from Maker&Son by the original purchaser. It excludes all furniture sold by an unauthorised retailer, shopfloor samples and ex-display pieces, or furniture 'sold as seen' and other items not expressly mentioned here.

5.6 Proof of purchase and warranty start date:
To make a warranty claim you must have the original purchase receipt or a copy thereof. The warranty commences on the date of the delivery and acceptance of new furniture.

5.7 To initiate a warranty claim, a return, or to report a product damaged in transit, please contact us at contact@makerandson.com.

5.8 In the event of a claim under this guarantee being made against your product the following will apply:

5.8.1 We will require proof of purchase;

5.8.2 We will either arrange a visit to inspect the product or arrange for collection of the product at our cost, and will carry out an inspection;

5.8.3 If there is a genuine fault with the product due to faulty workmanship, we will either repair it or provide you with a replacement. In the event of a replacement, you may select an alternative product, but you will be liable to pay any difference in price.

5.9 We cannot be held responsible for any damage found to your product after delivery if you do not unwrap and adequately inspect the goods upon receipt, even if you are accepting delivery into storage or wish to keep the goods wrapped until a later date. See clause 13 for more information.

5.10 We will not be liable for any direct or indirect loss of profits or other financial loss or damage arising out of defective, damaged or wrongly delivered products, over and above the value of the products themselves. This does not affect your statutory rights.

6. Made-to-Order, Bespoke and Ready-Made Products

6.1 Any upholstered furniture product purchased new from Maker&Son is made-to-order. Further to this, on occasion, select non-upholstered products purchased new from Maker&Son will be made-to-order; if this is the case, it will be made clear to you at point of purchase. If you are purchasing a made-to-order product which is not being customised beyond our standard dimensions, shapes or materials to your individual specifications, it is classified as a Made-to-Order Product.

6.1.1 Production of Made-to-Order Products only commences upon receipt of the signed Sales Order Agreement form, and the customer's deposit or full payment.

6.1.2 Made-to-Order Products which are not bespoke are subject to a 7-day 'cooling-off' period, as explained in clause 10.

6.2 A Bespoke Product is a made-to-order product that is customised to a customer's individual specifications. This includes but is not limited to dimensions, shape or materials not offered by us as a standard Made-to-Order Product, including the fabric used for covers.

6.2.1 Production of Bespoke Products only commences upon receipt of a signed Sales Order Agreement form and the customer's full payment. Orders for Bespoke Products must be paid in full at the point of purchase.

6.2.2 Orders for Bespoke Products cannot be cancelled once confirmed by us by Confirmation Email and are not subject to any 'cooling-off' period.

6.3 Any product which has already been made at point of purchase (e.g. stocked or ex-display products, or products 'sold as seen') are Ready-Made products.

In accordance with distance selling regulations, any Ready-Made product purchased online can be returned within a 14-day 'cooling-off' period upon receipt of the product. More information can be found in clause 12.

6.4 If we are making the product to measurements you have provided, you are responsible for ensuring that these measurements are correct. The final dimensions of any made-to-order product will be within 3cm of the requested measurements due to the handmade nature of our products.

6.5 Where there is a Bespoke Product, and we have not agreed to procure the fabric from a third-party manufacturer (known as 'Customer's Own Material'/'COM') then:

6.5.1 You will be responsible for providing and transporting fabric to us promptly in order for us to produce Bespoke Products;

6.5.2 You will be required to supply to us sufficient fabric to enable us to produce the products, with some allowance for wastage;

6.5.3 You must arrange for it to be transported to our nominated premises;

6.5.4 We will not be responsible for the condition, quality or suitability of the fabric you supply.

6.6 Where a Bespoke Product is to be made to your dimensions or design, you must give written approval for any final dimensions/designs before we start production, and you are responsible for ensuring that the dimensions/designs are fit for your purposes.

7. Customer's Own Material (COM)

7.1 This clause applies to any fabric that you provide to us or which you specify and is not on our website or part of our fabric range ('Customer's Own Material' or 'COM'). This applies to any product that, at your request, we make with COM as a 'Bespoke Product'.

7.2 We may refuse to use any COM fabric which we deem to be unsuitable for our use.

7.3 We may cut, work on and otherwise treat COM fabric as we consider appropriate in the course of making the product and (unless you state otherwise, in writing, at point of purchase) we may use or dispose of excess COM fabric at our own discretion.

7.4 Ownership of COM fabric will transfer to us upon receipt; ownership will then revert to you (whether unused or incorporated in the product) upon delivery to you.

7.5 You agree to ensure that your COM fabric is in all respects safe and suitable for application in the product.

8. Our fabrics

8.1 The majority of our fabrics are created from natural materials and can, like any natural material, vary slightly between batches. The most common variation is that of colour, although the actual variation is often negligible or very slight. Some fabrics will be more affected than others.

8.2 Whilst we guarantee to make your entire order from the same batch, we cannot guarantee that subsequent orders will match your original order.

8.3 Because of the nature of the materials used, any finishes that are applied to the exterior of our products may alter the final colour and feel of the fabric.

8.4 We cannot accept any responsibility for fading or discolouration caused by exposure to direct or indirect sunlight. Sunlight affects different fabrics in different ways, but sunlight, whether direct or

indirect, will nevertheless always affect fabric colour. Darker fabrics are likely to discolour and fade more. Different fabrics, dark or light are liable to fade or discolour at different rates.

8.5 After delivery, we cannot accept any responsibility for fading or discolouration due to exposure or contact with any chemicals sprayed nearby or applied directly. Please also note that there are certain aerosol sprays, most particularly odour neutralisers and nicotine neutralisers, which contain chemicals that can react with fabric dyes (these products will normally warn against spraying close to upholstery without first covering it). Always check the label of any product you apply to your fabric covers and follow any warnings provided. Contact us or refer to your care guide if you need any assistance. No liability will be accepted for changes in appearance, performance, or defects in any of our fabrics if they are treated after purchase by spraying or processing of any kind, including flame proofing or the application of stain repelling treatments.

9. Website accuracy

9.1 Images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the true colour of the products. Your product may vary slightly from those images.

9.2 Every effort is made to ensure the complete accuracy of information on our website; however, some prices or details may change from time to time, and it is possible that errors may occur. If we discover an error in the price of the goods you have ordered, we will inform you as soon as possible. You will then be given the option of re-confirming your order at the correct price or cancelling your order. If we are not able to reach you using the contact details you provided during the order process, then we may treat the order as cancelled and notify you of this by email. If an order for products is cancelled in accordance with this clause and you have already paid for the products, we will give you a full refund as soon as reasonably possible (and in any event within 30 days of cancellation).

9.3 We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an order confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as mispricing.

9.4 To the maximum extent permissible by law, we exclude all warranties, expressed or implied as to the accuracy of the information contained in any of the materials on the website.

10. Right to cancel

10.1 If you have purchased Made-to-Order Products, within 7 days of receiving your Confirmation Email you have the right to cancel your order for a full refund of monies paid without giving any reason, also known as a 'cooling-off' period.

10.1.1 Further to this, if you have purchased Made-to-Order Products, up to 7 days from receiving your order you have the right to cancel your order in exchange for credit less the cost of delivery without giving any reason.

10.1.2 Should you require Made-to-Order Products on a shorter lead time than advertised, we may provide you with the option to waive the 7-day 'cooling-off' period. Please discuss this with us prior to confirming your order.

10.2 Your cancellation right does not apply to products which are made to your own individual specifications and are clearly personalised, as defined in clause 6 as 'Bespoke Products'. Once accepted by

us, orders for Bespoke Products cannot be cancelled, refunded or exchanged at any time.

10.2.1 We will always strive to provide you with positive solutions and at our sole discretion, we may allow for a Bespoke Product to be cancelled or exchanged.

10.3 For hygiene purposes, we will only accept returns for mattresses and toppers which have not been removed from their original packaging.

10.4 To exercise the right to cancel, you must inform us of your decision to cancel your order in a clear written statement (e.g. a letter sent by post or email) using the contact details enclosed in your Sales Order Agreement. We will then confirm your cancellation by return email (Cancellation Confirmation Email).

10.4.1 Your order will not be deemed cancelled until a Cancellation Confirmation Email has been sent and received. If you have not received a Cancellation Confirmation Email from us within 3 working days, please contact us as soon as possible.

10.4.2 To meet the cancellation deadline, it is sufficient for you to send communication exercising your right to cancel before the cancellation period has expired.

10.5 In the situation where we agree to provide services which you request to begin before the end of the cancellation deadline, and you subsequently cancel your order, you agree to pay us an amount in proportion to what services have been performed until cancellation, in comparison with the full coverage of the contract. You agree to pay such amount on demand, and you agree that that we may deduct such amount from any refund which we are obliged to make to you.

11. Effects of cancellation

11.1 If you cancel your order before or within the 7-day 'cooling-off period', effective up to 7 days from receipt of your Confirmation Email (clause 4), we will reimburse to you all payments received from you, including our standard UK delivery cost. Orders for Bespoke Products cannot be cancelled.

11.2 If you cancel your order after the 7-day 'cooling off period' but before or within 7 days effective from receipt of your items, we will provide you with credit to the full value of monies paid, less delivery fees, to be used at Maker&Son (UK only).

11.2.1 We may make a deduction from your reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

11.3 We will make the reimbursement without undue delay, and not later than 30 days after the day we receive back from you any goods supplied or, if earlier, 30 days after the day you provide evidence that you have returned the goods or, if there were no goods supplied, 14 days after the day on which your cancellation was confirmed (clause 10.4).

11.4 We will make the reimbursement using the same method of payment used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees from us as a result of the reimbursement.

11.5 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having returned the goods, whichever is the earliest.

11.6 If you have received goods, we will collect the goods OR you shall send back the goods or hand them over to us without any undue delay, and in any event no later than 14 days from the day on which you

communicate your cancellation to us. The deadline is met if you send back the goods before the period of 14 days has expired.

11.6.1 You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of the delivery cost (for UK locations) or charged at the same rate as your original delivery charge for outside of UK deliveries and;

11.6.2 You are liable for any diminished value of returned goods resulting from poor or unnecessary handling or storage whilst in your possession.

11.7 Where goods are received by you that are faulty, damaged or there is a shortfall then we must be notified within 7 days of receipt for replacement goods to be sent free of charge. If you believe you have faulty goods, please contact us on 0800 808 5408 or email us contact@makerandson.com immediately.

12. Returning Ready-Made products

12.1 We operate a 14-day return policy for goods purchased online or in our showroom which are classified as Ready-Made Products (clause 6.3) and which are not specified as being non-returnable. If you decide upon receipt that you wish to return your goods:

12.1.1 Contact us by post or email within 14 days of receiving your order, using the contact details at the top of this page, and we will let you know how to return your goods or arrange for a collection;

12.1.2 Within 14 days of receiving your returned goods, we will refund you less the original delivery cost of the order and the cost of return or collection;

12.1.3 The item must be in perfect condition within its original packaging to be considered eligible for a full refund (clause 12.3).

12.2 All products must be returned in their original condition: undamaged, unsoiled, unwashed and unaltered. Anything that Maker&Son reasonably believes has been used before being returned will not be accepted and will be redelivered to the customer.

12.3 Your legal right to cancel: This returns policy does not affect your statutory rights as a consumer, including, where applicable, your right to cancel an order placed on the website within 14 days of receipt of your order and your rights in respect of faulty goods. For more information on your statutory rights, we recommend that you contact your local Citizens Advice Bureau or Trading Standards Office.

13. Delivery and access

13.1. It is your obligation to check and measure the access route to the room you have designated for the goods being delivered. We have produced an [Access Guide](#) with advice on how to prepare for delivery, and by signing your Sales Order Agreement you are confirming that you are satisfied with the access route and have flagged any potential access issues with our team.

13.1.1 If your order is not being placed as a result of a complimentary home visit, we strongly recommend that you provide an access route video for our delivery team to review. Our support team can send you a video showing how to record this correctly.

13.2. We have standard delivery fees of £200 to all mainland UK. For the Republic of Ireland and addresses outside of UK Mainland, we will provide an individual delivery cost. Please contact us using the email address or phone number at the top of this page if you would like to obtain or discuss a quote for delivery. When you place your order, we'll discuss any specific requirements and confirm costs at that stage. Our delivery costs are subject to change without prior notice.

13.2.1 We can remove old furniture for you, but please let us know at the time of ordering so we can provide an estimated cost for this service.

13.3 Once your order has been completed, you will be contacted to arrange a date for delivery. You will then receive a delivery notification for you to confirm that this date is convenient for you. Usually about 24 hours before delivery, you'll be notified of a time slot, once the delivery route has been planned.

13.4 You are required to take delivery on the agreed date. If you (a) cancel the delivery later than 8am 1 day prior to your delivery date or (b) are not available to accept the delivery when it arrives, you may be charged redelivery fees as well as storage charges in addition to the original delivery fee. It's important to pay attention to this, and to know that all payments will be due before eventual redelivery, without exception.

13.5 When the time comes for delivery of your order, our trusted delivery team will carefully carry the goods to the room of your choice and assemble as needed. They will remove all packaging and take it away with them for recycling when they leave.

13.5.1 The room must be accessible to two delivery people, either on the ground floor or via suitable stairs or lift, and without the need for mechanical lifting equipment. Our delivery team will always endeavour to deliver goods to the room of your choice but may refuse if they do not deem the room, or route to the room, to be reasonably accessible.

13.5.2 Please understand that it is your responsibility to check the condition of the goods delivered and to highlight any issues upon receipt with our delivery team.

13.5.3 If the delivery attempt is not successful on the day, there may be costs associated with returning the item to our workshop for amends to be made as well as a redelivery fee at our standard delivery rate.

13.6 According to our Home and Contents Agreement, the customer agrees that:

13.6.1 Their participation in furniture delivery is voluntary. Additionally, the customer agrees to assume any risk that is associated with removing doors or moving any property contents to permit the delivery and releases Maker&Son from any and all claims of damage and loss that may result. The release is without limitation and includes the repair costs, fees and any other losses that might occur to the customer.

13.6.2 The customer agrees to hold Maker&Son harmless against all claims of damage and loss to the property and contents.

13.6.3 Maker&Son maintains the right to refuse the delivery attempt if they foresee that participation would risk damage to any party or property.

13.6.4 The customer agrees that this waiver agreement shall remain in full force and take effect without change and that participation in delivery is pursuant to the terms of the agreement.

13.7 During peak delivery times (November & December) & during delivery promotions, we ask that you accept the first date offered to you by our delivery company. Failure to agree to this date will negate any further guarantees regarding the timing of your delivery. During these high-volume periods, delivery slots cannot be guaranteed due to limited availability. Delivery promotions include Guaranteed Delivery by Christmas & free delivery promotions.

13.8 If you choose not to have the goods unwrapped at the time of delivery, we do not accept responsibility

for any defects or problems that would have been revealed by a proper check of the unwrapped goods upon delivery.

14. Payment

14.1 The price of the goods will be as quoted, except in cases of obvious error. All prices include VAT, unless stated otherwise, at the prevailing rate. If you live outside the UK, please note that the price you see on our website may differ from what we charge you due to, for example, differences in your country's VAT or exchange rate at the time of ordering or paying any final balance due.

14.1.1 The price of the goods does not include the cost of delivering the goods.

14.2 All prices which we have quoted are valid for up to 28 days from the date on which the quote was given, unless otherwise indicated by us or during a sale or promotional period.

14.3 At the point of order, and exclusively for Made-to-Order Products ordered on a lead time of 6 weeks or more, deposits of 50% or 100% of the total order value are accepted. The remaining balance is required as soon as your order is completed. Products cannot be delivered until full payment is received, without exception.

14.3.1 Made-to-Order Products which are ordered on a lead time of less than 6 weeks must be paid in full at the point of order.

14.4 Bespoke Products must be paid in full at the point of order, without exception.

14.5 We accept all major credit and debit cards.

14.6 We will do all that we reasonably can to ensure that the information you give us when paying for your order is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract, or our Privacy Policy, or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

14.7 Your credit card or debit card will only be charged at the time of any purchase or transaction relating to your order, with your authorisation.

14.8 All payments by credit card or debit card need to be authorised by the relevant card issuer. We currently use Square as our payment provider. Our chosen payment provider can be updated at any time.

14.9 If for any reason your payment is not received by us and you have already received the goods, you must pay for such goods within 24 hours of being notified.

14.10 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense within 7 days of delivery. We will try to contact you to let you know if we intend to do this.

14.11 Ownership of the goods will only pass to you when we have received payment in full of all sums due in respect of the goods, including delivery charges.

14.12 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off period'; under clauses 10 and 11.

15. Nature of the goods and faulty goods

15.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for

example, the goods: are of satisfactory quality; are fit for purpose; match the description, sample or model; and are installed properly (if we install any goods). We must provide you with goods that comply with your legal rights.

15.1.1 The packaging of the goods may be different from that shown on the website.

15.2 While we try to make sure that all weights, sizes and measurements set out on the website are as accurate as possible, there may be a variance of up to 5% in such weights and sizes, and +/- 3cm in such measurements in our upholstered furniture, which includes mattresses and toppers.

15.3 Any goods sold at discount prices, as remnants, or as substandard will be identified and sold as such. For samples, ex-display products or previously used products, please check that they are of a satisfactory quality for their intended use as these goods are not eligible for cancellation or return.

15.4 We may alter the specification of the products where such alteration does not materially affect their quality or performance.

15.5 If we can't supply certain goods, we may need to substitute them with alternative goods of equal or better standard and value. In this case:

15.5.1 We will let you know if we intend to do this, but this may not always be possible;

15.5.2 You can refuse to accept such substitutes; in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

15.6 The Consumer Rights Act 2015 says that during the expected lifespan of your goods you are entitled to the following with regards to faulty goods:

15.6.1 Up to 30 days: if your goods are faulty, you can get a refund;

15.6.2 Up to 6 months: if faulty goods cannot be repaired or replaced, then you are entitled to a full refund in most cases;

15.6.3 Up to 6 years: if the goods do not last a reasonable length of time, you may be entitled to some money back.

15.6.4 This information is a summary of some of your key rights and is not intended to replace the contract of sale or these Terms and Conditions. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 040506.

15.7 Please contact us using the contact details at the top of this page if you wish to discuss: repairing or replacing faulty goods; a price reduction for faulty goods; rejecting faulty goods for a refund.

16. End of the contract

16.1 If the contract between you and us is ended it will not affect our right to receive any money which you owe to us under the contract.

17. Limit on our responsibility to you

17.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that:

17.1.1 were not foreseeable to you and us when the contract was formed;

17.1.2 that were not caused by any breach on our part;

17.1.3 business losses; and

17.1.4 losses to non-consumers.

17.2 Notwithstanding anything set out in these terms and conditions, we will not be liable for any failure or delay in the performance of our obligations if it is due to an event beyond our reasonable control (a Force Majeure event). Force Majeure events include, without limitation: strikes, lockouts or other industrial action; war or terrorist attack; industrial dispute; fire, flood or other natural disaster; national emergencies.

17.2.1 If so delayed, our performance under any contract is deemed to be suspended for the period that the Force Majeure event continues, and we will be entitled to a reasonable extension of time for performing our obligations.

17.3 Any dates we specify for the delivery of the goods are only approximate and we shall not be liable for any losses, damages, charges, costs, or expenses caused by any delay in delivery of the goods.

18. Disputes

18.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods, our service to you or any other matter, please contact us as soon as possible.

18.2 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you and give you certain information required by law about alternative dispute resolution providers (<https://www.citizensadvice.org.uk/consumer>).

18.3 If you wish to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to the contract formed.

18.4 The laws of England will apply to the contract.

19. Third party rights

19.1 No one other than a party to the contract formed has any right to enforce any term of this contract. However, if a person acquires the goods lawfully from you, you may transfer our guarantee to that person. This also applies where we have provided services in respect of an item you have transferred.

20. Intellectual property

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