

TERMS & CONDITIONS

Any order processed by bedintheclouds.com is placed with The Bed Company Wales Limited ("the Company") and unless otherwise specifically agreed in writing by a director of the Company is subject to the following terms and conditions ("the Conditions"):

1. These conditions shall supersede any previous agreements or arrangements (whether written, oral or implied) between the Company 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. These Conditions do not affect your statutory rights.
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 the Company.
3. The Customer is deemed to accept the Conditions when placing an order for goods with us. Our contract with the Customer only begins when the Company confirms acceptance of the Customer's offer to purchase goods from us. An order will not take place (and we will not be deemed to have accepted your order) until we have validated and confirmed your payment. Any communication, which you receive from us prior to validation, is not to be deemed as an acceptance of your order. We have the right to terminate an order containing a pricing error in the event of any such pricing error occurring on our website, within written or verbal communication, or contained within any fax or e-mail correspondence however received, provided the goods have not been dispatched. All incomplete orders shall be deemed void.
4. The Company accepts all major credit cards (with the exception of American Express and Diners Card), cheques, wire transfer & BACS payments.
5. All cheque, BACS, and wire payments must be cleared before any goods can be dispatched (please allow up-to 7 working days for clearance). Purchase Orders should be faxed on 029 2081 3877. Bank details for BACS and Wire payments are available from our customer service team on 029 2081 3200.
6. We try to publish as much information as is practical about the goods on the website. All drawings, photographs, descriptive matter, colour, specifications and advertising on our website are for the sole purpose of giving an approximate idea of the goods. They will not form part of the contract between us.
7. 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 Company until payment in full (cleared funds) has been received for all goods and services comprised in all current orders or contracts.
8. Your order for goods is subject to stock availability. If we do not supply goods to you for any reason we will inform you of the situation and will not charge you for those goods. We are not liable for any financial loss incurred by you relating to interest payments, or loss of earnings, or similar gains you would have received on monies paid to us in lieu of any unfulfilled order.
9. All prices quoted or displayed are in UK pounds sterling and shall be the price, inclusive of VAT & delivery, set out on the website at the time your order is placed. A delivery charge may be added and clearly shown in the order pages before any online order can be placed, or as quoted by phone. We are entitled to make adjustments to the price to take account of any increase in, or the imposition of any new taxes or duties. If due to an error or omission the price published for the goods on our website is wrong we have the right to terminate an order provided the goods have not been dispatched. We will try to ensure that all prices displayed on our website are accurate, but should an error occur we would inform you of the correct price and give you an opportunity to cancel the order.
10. Payment for goods must be made in accordance with our purchase procedure as set out on our website. All orders are positively credit card sanctioned prior to dispatch. We can accept no responsibility if any details you provide us with that are incorrect or if any order is held up as a result of incorrect or unsubstantiated details.

WARRANTY

11. All new goods are sold with the benefit of a minimum 12-month manufacturer's guarantee. Full warranty details are available with your product, or from our customer service team.
12. If these goods are deemed tampered with in any way your warranty will become void and you will become responsible for the costs of replacement and return shipping. If no manufacturing fault is found you will be responsible for the costs of replacement and return shipping. Wherever possible we will respond to your individual circumstances. The Company will not be liable for any transit damage that may occur on any product you have returned to us for replacement. We strongly suggest that you make sure you have used sufficient packaging to protect your product and insure against damage before returning any product for replacement. For advice on how to pack your goods safely before return please contact our customer service team.
13. The warranty does not cover, accidental damage, modifications to, failure(s) not due to manufacturing defect(s), when any warranty void sticker has been tampered with, failure to comply with the original manufacturers conditions of intended use, any accessories supplied. The Company cannot be held responsible for any costs arising from unauthorised repairs to equipment during the warranty period. Only the Company or their authorised service agents can carry out any warranty work. Any unauthorised repairs or repair attempts will void the warranty.

DELIVERY

14. Delivery of the goods shall be made to UK addresses only and must be signed for. The address will be that registered with your payment card issuer, unless you request otherwise and we agree to such a request (at our sole discretion).
15. We will endeavour to deliver your goods within 20 working days (with the exception of weekends & public holidays) but time shall not be of the essence. If we are unable to deliver the goods for any reason you will be notified and will not be obliged to pay for the goods. However, we shall not be liable for any loss, which may be suffered by you caused by any delay of delivery unless caused by our negligence. If delivery of the goods is delayed by more than 30 days, you shall be entitled to contact us and cancel the order. Any monies paid in respect of goods, which are not delivered, will be refunded.
16. Goods, other than faulty goods, may not be returned after 7 days unless we agree that there is good reason for us to receive such goods back, if we agree to accept these goods back into stock they are subject to a 15% re-stocking fee. We regret that we cannot accept returns of Pillows or Toppers. The above products will be exempt from the statutory 7 day cooling off period where the products have been unsealed, and your right to cancel will have ended for reasons of health and hygiene as the product will be deemed to have been used. We recommend that you make full use of our sales team for advice prior to purchase. We adhere to the Consumer Protection (Distance Selling) Regulations 2000 No.2334.
17. If goods arrive in a damaged condition you must inform us as soon as possible. We shall arrange collection of the goods (other than used goods) and will either replace the goods at no extra charge, or refund any monies paid by you for the goods.
18. The Company must be notified within 24 hours if any part of your order is missing.
19. We will deliver to business addresses at your request but stress that if instructed to do so, the card used in the transaction must be officially registered to that address. Also you are agreeing that anyone situated at your business address has your written authority to accept goods on your behalf. We will accept no responsibility for goods once they have been delivered to and signed for at the requested address.
20. Delivery Charges. All our carriage charges are displayed on the price page.

REFUNDS

21. If you would like to return your mattress for any reason and inform the Company by completing the refunds form on the website (www.bedintheclouds.com) within 14 days of delivery, we will arrange to collect the mattress (which must be in good condition, hygienic and wrapped in the original wrapping) and then refund the amount paid less a return charge of £50. An additional return charge of £25 will be made if the mattress is unavailable for collection during any agreed pick-up time slot.
22. For pillows and toppers, we will provide a full refund (less a 15% re-stocking charge) if the product you have selected is found to be unsuitable within 7 working days following delivery, providing the product is returned in its unopened packaging, in 'as new' and unmarked condition complete with all packaging and any accessories.

MISCELLANEOUS

23. We shall not be liable to you for any failure or delay in performance of our contract. If it is due to an event beyond our reasonable control including, without limitation, acts of God, war, industrial dispute, fire, flood, tempest and national emergencies and if so delayed we shall be entitled to a reasonable extension of time for performing such obligations.
24. These terms are subject to English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.
25. All content of this web site including but not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including the program and code that operates this web site (together the "content") is protected by copyright, trade mark and/or other proprietary rights owned by or licensed to the Company. Should you choose to download print or copy any content from this web site, you must do so only in accordance with these terms. Such activity is permitted only for your personal use or for supply to third parties for no commercial gain and for their personal use only. In all cases the Company must be acknowledged as the source of the material. You acknowledge that you have no right to use the content in any other manner. If you want to make additional use of any of our material outside the terms of this disclaimer, you should apply to the Company for the appropriate consent and conditions. Unless stated otherwise on this web site all other uses of the content are expressly prohibited.
26. The Customer agrees to indemnify and keep indemnified the Company against all reasonable fees, costs and other expenses incurred by the Company in enforcing these conditions or any of its terms or provisions.
27. 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.