

Progressive Furnishings Terms & Conditions

The following Terms and Conditions apply only to orders placed via the Progressive Furnishings website.

Welcome to the Progressive Furnishings website terms and conditions for use. Please read them through carefully before using the website. They do not affect your statutory rights. Your continued use of this website constitutes your agreement to be bound by these terms and conditions which shall also govern all transactions on the website to the exclusion of any other terms and conditions.

Progressive Furnishings Limited ("Progressive Furnishings", "we", or "us") reserves the right to change these terms and conditions from time to time without notice to you and any changes will take effect on the day they are posted. Any such changes will be posted on this section of the website and your continued use of the website constitutes your agreement to be bound by the prevailing terms and conditions. You will be requested to read and accept these terms and conditions every time you place an order. For this reason we encourage you to review them whenever you use this website to ensure that you are familiar with the latest terms and conditions. We also recommend to all our customers to print and retain a copy of the terms and conditions for future reference.

Before you place an order, if you have any questions relating to these terms and conditions please contact us Online by e-mail or call us on 01623 620620 for further assistance. (Please note that calls will be charged at the local rate.)

1. Purchase Of Products

A. Creating The Contract

A.1 You place an order on the website by clicking add to cart on the selected item, if you have any difficulties doing this go to 'How To Order' on the FAQ's drop down.

A.2 You will have an opportunity to check and correct any input error in your order up until you click the 'Checkout' button.

A.3 After you have submitted your order you will receive an order acknowledgement e-mail from PayPal and then an e-mail from us to say that we are processing your order.

A.4 If you're paying by 'card', we will authorize your debit or credit card payment. If you pay by cheque, we will deposit your cheque on the first working day after we receive it.

A.5 Once payment has been authorised, or your cheque has cleared, and we have determined the availability of stock we will arrange for the delivery of the goods to you. Acceptance of your order and the creation of a legally binding contract between us will only occur when we call you in regards to how your goods will be delivered to you and when.

A.6 We reserve the right to decline all or part of any order for whatever reason and should this occur we will call you with these details.

A.7 It is recommended that you retain all e-mails relating to your order and contract.

A.8 The details of your specific contract are filed by us. Should you want any information regarding your order you may contact us.

B. Imbursement

B.1 Once your card order is received we will process the payment for your order using the credit or debit card details you have provided. In the event that there is insufficient stock to satisfy your order you will be informed as soon as possible.

B.2 If you have chosen to pay by cheque, please send payment in full to the showroom address. We are unable to accept deposits via this means of payment. Once the cheque has been cleared for payment, we will begin processing your order. In the event that there is insufficient stock to satisfy your order you will be informed as soon as possible.

B.3 We do not manage a 'cash on delivery' system.

B.4 We will advise you if your payment details cannot be authorized for any reason or if your cheque has failed to clear. We may then invite you to pay by another method.

B.5 All prices and charges on this website are quoted in UK pounds. The price you pay for your order is that price which is displayed on the website. Prices include VAT unless otherwise stated but exclude delivery charges. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you an option of reconfirming your order at the correct price, or cancelling the order. If we are unable to contact you we will treat the order as cancelled and you will receive a full refund.

C. Security And Clearing

C.1 All credit and debit card payments that are made on our website are protected by a secure connection. This secure connection ensures that your credit and debit card is encrypted prior to it being transferred to the bank for authorization.

C.2 As an additional security means, no credit or debit card details submitted online are stored directly by us once your order has been processed.

D. Delivery Of Merchandise To You

D.1 We will deliver the merchandise you have ordered to the address you gave us during the placement of the order. We can only deliver to addresses within mainland England to receive a quotation for the delivery to any other address please call or e-mail Progressive Furnishings.

D.2 We aim to deliver your furniture within the times quoted on our website when you place your order. Where numerous items have been ordered, we will strive to deliver them all together by the longest lead-time quoted, unless a split delivery is requested. This additional service will be subject to a further carriage charge. If the circumstances of your order change, we will contact you. If, however, it is delayed due to circumstances beyond our control, then we cannot accept any liability for substantial loss.

D.3 Should your postcode fall outside our normal delivery area (20 miles from store), delivery times may vary. We will inform you of this when confirming acceptance of your order.

D.4 You will become the owner of the goods (and be liable for the loss or destruction of the goods) at the time of delivery, provided that we have received payment in full for the goods.

D.5 Our expert, professional delivery team will cautiously install your new furniture in your home, exactly where you want it (subject to access). They will remove all wrappings and packaging and dispose of them for you.

D.6 All deliveries are signed for. If you are out when our delivery team arrives, we will call you to re-arrange a delivery date. Please note that there may be an additional charge for this.

E. Access To Destination Room

E.1 Before placing an order, please check that the items of furniture will fit through any passages, stairwells, landings and doorways on the way to the destination room.

E.2 Should you have any concerns over access contact us via e-mail or on 01623 620620.

F. Cooling Off Period (related to online orders only)

F.1 You are entitled to a statutory cooling off period beginning from the date you placed your order online and ending 7 working days after you received the goods. Certain goods are exempt from this cooling off period, for example a mattress which has been taken out of its sealed packaging in which it was delivered, and special order or bespoke items ordered.

F.2 You must inform us in writing during the cooling off period that you are cancelling the contract.

F.3 If you have not received the goods at the time of cancellation of the contract, and we have not processed the goods for delivery, we will refund to you all the monies paid by you for the goods in question including the delivery charges in the same form of payment originally used for the purchase as soon as possible, and in any event within 30 days of the your cancellation being accepted.

F.4 If you have not received the goods at the time of cancellation of the contract, but we have processed the goods for delivery, and they are en route, you must not unpack the goods when they are received by you. You are the owner of the goods once they have been delivered to you and you are liable for their loss or destruction. The goods must be returned to us as soon as possible. We will refund to you all the monies paid by you for the goods in question, excluding the cost of collection of the goods and the initial delivery charge, in the same form of payment originally used for the purchase, as soon as possible and in any event within 30 days of your cancellation being accepted.

F.5 If you have received the goods at the time of cancellation of the contract, the goods must be returned to us as soon as possible. You are the owner of the goods once they have been delivered to you and you are liable for their loss or destruction. The goods must be returned to us as soon as possible. We will refund to you all the monies paid by you for the unwanted goods in question excluding the cost of collection if that service has been rendered by us. The refund will be in the same form of payment originally used for the purchase as soon as possible and in any event within 30 days of your order being accepted, given that the goods are returned by you and received by us in the condition that they were in when delivered to you.

F.6 If you do not return the goods to us we shall be entitled to deduct the direct costs of recovering the goods from the amount to be refunded to you.

G. Damaged or Faulty Goods

G.1 Every effort will be made to make sure that the goods you have ordered arrive undamaged and without fault.

G.2 You must contact us within 3 days of delivery of the goods to report damages and provide photographic evidence otherwise we are not liable.

G.3 If the goods are damaged, and we are unable to repair the item to manufacturing standards, we will send a replacement item upon confirmation that the damaged item has been returned to us.

H. Order Termination By Us

H.1 We reserve the right not to accept any order request if;

H.1.1 we have inadequate stock to deliver the goods you have ordered.

H.1.2 we do not deliver to your location.

H.1.3 one or more of the goods ordered was inaccurately described or priced on the website.

H.1.4 the payment transaction is not authorized.

H.1.5 you have not complied with the requirements of paragraph 'K' of these terms and conditions.

H.2 If we do cancel your contract we will inform you either by e-mail or call and will refund to you any sum paid by you to us in admiration of the contract as soon as possible, and in any event within 30 days of the cancellation of your order. We will not be obliged to offer any supplementary compensation for disappointment suffered.

I. Unanticipated Circumstances

While every effort is made to meet our customers' demands, cancellations or variations may be essential as a result of an Act of God, war, strike, lockout, labour dispute, fire, flood, drought, or other causes beyond our rational control.

J. Complaints And Remarks

Any complaint will be dealt with reasonably, efficiently and confidentially. Your statutory rights as a consumer are unchanged.

K. Contractual Capacity

K.1 In order to be eligible to enter into a contract with us to purchase goods through the website you must:-

K.1.1 provide the compulsory information including your genuine name, payment details including your card address; your delivery address if different from your card address; e-mail address and telephone number.

K.1.2 be of the age 18 or older.

M. Invalidity

If any part of these terms and conditions are unenforceable, including any provision in which we exclude our liability to you, the enforceability of any other part of these terms and conditions will not be affected.

N. Law

These terms and conditions shall be governed by and construed in accordance with English law and you hereby agree to be subject to the jurisdiction of the Courts of England and Wales. All contracts are concluded in English.

O. Data Protection And Privacy

We collect information about you primarily, to process and action your order and secondly, to provide you with the best possible service. You specifically authorise us to transmit information to or to obtain information about you from third parties, including, but not limited to, your debit or credit card number, to authenticate your identity, to validate your debit or credit card and to authorise the transaction. You understand that you consent to the processing of such information. If you wish to contact us in regards to our Privacy Policy please do not hesitate in doing so, contact information can be found in the Contact Us section or on the Contact page. Information you provide us remains confidential and we will only use the information that we collect about you lawfully and in accordance with the Data Protection Act 1998.

P. Entire Agreement

P.1 The whole of our agreement relating to the supply of goods to you by us is reliant and made up of the terms and conditions together with our current website prices, delivery details, contact details and Privacy Policy.

P.2 Whatever one of our sales representatives say should always be consistent to that which is contained in these Terms and Condition. Save for fraud or fraudulent distortion, we shall have no responsibility for any such representation being false or misleading.

2. Intellectual Property Rights

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