**TERMS AND CONDITIONS**

Please read these Terms and conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

THESE TERMS AND CONDITIONS DO NOT AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER DEFINITIONS & INTERPRETATION

In these conditions, the following words and phrases shall have the meanings ascribed to them below:

* "Customer" means the person or party who purchases the Products from the Seller and/or providing good for the collection by the Seller;
* "Seller" means Oleg's Furniture (Company Number UTR8312687600, VAT Number GB 321 5586 14) whose registered address is at Templeton Farm, DD30QH. Contact details
Tel: +44 (0) 07913201420 olegsfurniture@gmail.com
* "Goods": any products which we make available for sale through the Website, Facebook and/or Gumtree and/or goods that we are collecting from the Customer.
* "Event(s) outside Our Control": any act or event beyond our reasonable control which may inhibit or prevent sale or delivery of Goods. These acts and events may include, without limitation, third party industrial action including strikes, lock-outs or other industrial action; civil action including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, natural disasters, failure of public or private telecommunications networks; and inability to use motor transport or other means of public or private transport.
* "Intellectual Property Rights" - all patents, database rights, copyright, design rights, trademarks and other similar rights wherever existing in the world whether registered or unregistered together with the right to apply for protection of the same;
* "Order" - the order for Goods collection placed by Customer and accepted by Seller subject to these Terms;
* "Order Form" - the order form submitted by Customer subject to these Terms setting out the Goods Customer wish to Order to be collected from Customer;
* "Terms": The Oleg's Furniture Terms and Conditions of sale.

**GOODS**

1. The Seller endeavour to provide all of our items in good, clean, serviceable condition and suitable for its purpose.  However, most items are second hand and therefore may show signs of wear and have signs of use but this will not detract from the overall use of the product.
2. Specifications:
All dimensions stated on this website are approximate. Although every care is taken to ensure their accuracy, no guarantee can be given. The Seller reserves the right to amend specifications and to withdraw goods from sale without any prior notice.
3. Fabrics and wood finishes are prone to natural changes. Please be aware that exact matches of colour and finishes cannot be guaranteed. Illustrations should be used as a guide only. Each manufacturer’s shade of finish varies slightly.
4. The Seller have made all reasonable efforts to accurately display the sizes, colours, shapes and patterns of the Goods for sale on Seller's Website. Customer acknowledges and accepts however those sizes, colours, shapes and patterns shown on the Website are approximate only. Colours in particular may differ due to Customer own computer visual settings and hardware.
5. As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Contact your Citizens' Advice Bureau or Trading Standards Office for more information. These Terms do not affect your legal rights
6. The Seller reserves the right, but is not obligated, to limit the sales of Goods or Services to any person, geographic region or jurisdiction. Seller may exercise this right on a case-by-case basis.
7. The Seller reserves the right to limit the quantities of any products or services that Seller offer.
8. The Seller do not warrant that the quality of any products, services, information, or other material purchased or obtained by the Customer will meet Customer expectations, or that any errors in the Service will be corrected.

**DESCRIPTION AND PRICING**

1. The description of the Products shall be as set out on the Seller's website at the time the Customer places an order.
2. Every effort is made by the Seller to ensure that prices shown on the Seller's website are accurate. If an error is found, the Seller will inform the Customer as soon as possible and offer the option of reconfirming the order at the correct price, or cancelling the order.
3. Prices are subject to change without notice but changes will not affect Orders which Seller have already accepted, unless there have been an error (see description above)
4. All prices are shown in UK £s (pounds sterling) and unless expressly stated otherwise, include VAT (where applicable) at the applicable current rates but exclude delivery charges. Please refer to "Delivery" part for more information.
5. The Price is exclusive of any import or export duty.
6. The Seller may, on occasion, make special online discounts and promotional offers. These discounts and offers may be subject to their own specific terms and conditions stated on the Website as well as these Terms.
7. Unless otherwise stated, "Was" price reductions compare to prices which were offered online, for a reasonable amount of time, prior to commencement of any sale.
8. Intervening lower prices (e.g. Early Bird, Final Reductions, Now Only, Clearance Price) may also apply during the sale event.

**TERMS OF PAYMENT**

1. Full payment is due at the time of delivery unless otherwise agreed.
2. Payment for the Goods by the Customer can be made by any method agreed with the Seller.

**DELIVERY**

1. Delivery of the Goods shall be made:
to the Customers address;
at the Sellers sole discretion, to any address specified by the Customer; or
by the Customer collecting Goods at the Seller's premises at the agreed time, Seller must be informed of any delays immediately.
2. The Customer acknowledges that it may be required by the Seller to provide proof address and identification (in the form of photo identification) prior to delivery being made.
3. Any time specified by the Seller for delivery of the Goods are intended to be an estimate shall not be made of the essence by notice
4. If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Products on time because the Customer has not provided appropriate instructions, such as address or contact details or there is no one at the property to accept delivery order will be cancelled and Goods will go for resale.
5. If the Seller is requested to re-deliver the Products following a failed delivery in accordance with the above, the Seller reserves the right to make an additional charge for such re-delivery.
6. The Goods will become the responsibility of the Customer from the time of full payment and delivery; they will be held at Customer own risk and Seller will not be liable for their loss or destruction.
7. We will not deliver to a PO Box address. Seller also reserves the right not to deliver Goods if Seller believes the address is not secure, for example a communal postal address.
8. We shall have no liability to the Customer for any failure to deliver Goods the Customer have ordered or any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs, terrorism and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
9. The Seller offers free delivery to Dundee, Edinburgh and Glasgow at the specific days and times only and can be changed by the Seller at any time without a notice. Delivery outside those days and times will be agreed and negotiated with the Seller prior to despatch.
10. For any other address a charge will incur which will be negotiated with the Seller prior to despatch.
11. Access to the destination room:
Delivery of large or irregularly shaped furniture can be difficult in some homes. It is Customer responsibility to ensure easy access to the room of Customer's choice. Before placing an order, please measure carefully to ensure that furniture will fit into the room it’s intended for and that it will also fit through any passages, access gates, stairwells, landings and internal doors. Prior to the delivery, please ensure the route is clear and free from obstructions such as pictures and ornaments. Should Customer have any concerns over access, and then please contact the Seller for further instructions.

**COLLECTION ORDER PROCESS**

1. All orders placed by the Customer are subject to final acceptance by the Seller.
2. The Seller reserves the right not to accept any Order request if:
* The Seller has sufficient stock of the goods offered by the Customer;
* The Seller does not collect from the Customer area;
* One or more of the Goods was incorrectly described on the Order Form;
* Or for any other reason the Seller think this order is not acceptable.
1. The Seller reserve the rights to amend collection Order terms at any time without the prior notice
2. Collection of the Goods shall be made:
from the Customers address;
at the Sellers sole discretion, from any address specified by the Customer; or
by the Customer dropping off Goods at the Seller's premises at the agreed time, Seller must be informed of any delays immediately.
3. The Customer acknowledges that it may be required by the Seller to provide proof address and identification (in the form of photo identification) prior to collection being made.
4. Any time specified by the Seller for collection of the Goods are intended to be an estimate shall not be made of the essence by notice
5. The Goods will become the responsibility of the Seller from the time of collection.
6. The Seller shall have no liability to the Customer for any failure to collect Goods from The Customer or any delay in doing so caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs, terrorism and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
7. The Seller reserves the rights to cancel collection order at any time.

**REPORTING OF FAULTS/DAMAGE**

1. Notification regarding non-delivery of the whole or part of the goods must be made within THREE days of receipt of goods.
2. All goods are inspected at time of dispatch/delivery. The Seller will not be held accountable for any damage caused after delivery.
3. The Seller always tries to describe Goods condition as accurately as possible, but in the unlikely event that the goods are found to be either damaged or defective in any way at the time of delivery, you have the right to the following options:
* Reject the goods
* Contact the Seller immediately to inform and discuss possible options. In order to assess the best course of action to rectify a problem, The Seller might ask you to email an image(s) of the issue.
1. If you have a complaint or a particular remark to make please do not hesitate to contact us immediately by telephone or email, the details of which are contained under the “Contact” page
2. Any complaint will be dealt with fairly, effectively and confidentially. The Customer statutory rights as a consumer are unaffected.

**RIGHT OF CANCELLATION AND RETURNS**

1. In order to exercise the right to cancel, the Customer must inform the Seller immediately, but before delivery is made.
2. No cancellation can be made at the time of the delivery or after, unless Goods found to be damaged (please see Reporting of Faults / Damage )
3. No returns can be accepted, unless Goods found to be damaged (please see Reporting of Faults / Damage )

**DATA PROTECTION AND PRIVACY**

Information the Customer provide to the Seller remains confidential. The Seller is committed to protecting Customer privacy. Seller will only use the information that is collected about the Customer lawfully and in accordance with current Data Protection legislation. The Seller collects information about the Customer for two reasons: firstly, to process an order and, secondly, to provide the Customer with the best possible service.

**UNFORSEEN CIRCUMSTANCES**

While every effort is made to meet Customers' demands, cancellations or variations may be necessary as a result of an Act of God, war, strike, lockout, labour dispute, fire, flood, drought, or other causes beyond the Seller’s reasonable control.

**USE OF THE WEBSITE**

1. **Website Content**. All rights and title in this Website and its contents is either the property of Oleg’s Furniture or The Seller is duly licensed to use it. All rights are reserved. The Customer is permitted to download a single hard copy of Website content and print extracts from the Website for the Customer own personal and non-commercial use. Unless otherwise stated, the Intellectual Property Rights in all material on this Website (including without limitation photographs and graphical images) are owned by the Seller.
2. **Service access**. While the Seller endeavour to ensure that this Website is available 24 hours a day, the Seller shall not be liable if for any reason this Website is unavailable at any time or for any period.
3. The Seller gives no warranties as to the availability, performance or accessibility of the Website. Access to this Website may be suspended temporarily and without notice at the Seller’s discretion including without limit in the case of system failure, maintenance or repair or for reasons beyond our control.
4. **Prohibited Uses.** The Customer is prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish , pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. The Seller reserves the right to terminate the Customer use of the Service or any related website for violating any of the prohibited uses.
5. While the Seller endeavours to ensure that the information on this Website is correct, the Seller does not warrant the accuracy and completeness of the material on this Website. The Seller may make changes to the material on this Website at any time without notice.
6. The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, The Seller provides the Customer with this Website on the basis that the Seller exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website. The Seller does not warrant that this Website, its servers, or emails which may be sent by the Seller are free from viruses or other harmful components.
7. The Seller excludes all liability and responsibility for any amount or kind of loss or damage that may result to the Customer or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with this Website; the use, inability to use or the results of use of this Website; any websites linked to this Website or the material on such websites; the Customer downloading of any material from this Website or any websites linked to this Website; or viruses that may infect the Customer computer equipment, software, data or other property on account of the Customer access to, use of, or browsing of this Website.

**ENTIRE AGREEMENT**

1. These terms and conditions together with the current website prices, delivery details, contact details and Privacy Policy set out the whole of the agreement relating to the supply of goods to the Customer by the Seller and/or collection of the goods from the Customer. Neither Seller nor Customer may alter the terms of any agreement without the agreement in writing of the other.
2. Each section of these Terms operates separately. If any of these sections (or any part of any section) is found by any court or relevant authority to be unlawful or unenforceable, the other sections (or part of the section in question) shall not be affected and shall remain in full force and effect. If any section of these Terms is found to be unlawful or unenforceable but would be lawful and enforceable if some part of the section were deleted, the section in question shall apply with such deletion as may be necessary to make it lawful and enforceable.