

Terms & Conditions

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR LEVITAS DESIGN LTD,

Welcome to the Levitas Design terms and conditions of sale. By placing an order to purchase goods, customers agree to be bound by these terms that form a legally binding contract between you and Levitas Design. We reserve the right to amend and/or update these terms at any time without notice so customers are advised to read through these conditions before placing each new order. If you have any queries relating to the Conditions, please contact the Levitas Design team before placing an order.

1. DEFINITIONS

- 1.1 LEVITAS DESIGN: means LEVITAS DESIGN LTD of 15 Invicta Way, Manston, Ramsgate, Kent, CT12 5FD
- 1.2 Customer: means individuals placing an order for Levitas Design products
- 1.3 Order: goods requested from Levitas Design by the Customer
- 1.4 Order Confirmation: means the document raised once a deposit/payment has been received as per the Order Confirmation Form agreement
- 1.5 Payment: means the receipt of cleared funds into our account.
- 1.6 Working Day: means Monday–Friday 9am-5pm and excludes public holidays.

2. ORDERING AND PAYMENT

- 2.1 After you have placed an order with us, you will receive an order confirmation email detailing any additional information relating to your order. Once you have received this confirmation you will have entered into a purchase contract with us.
- 2.2 You can pay by debit card, credit card or by online banking.
- 2.3 The Order will not be processed until the payment is cleared and the agreed funds are in our bank account.
- 2.4 The Customer agrees and acknowledges that once the Payment has been received for a made to order item, they shall not be entitled to a refund in the event that the customer requests to cancel the order, nor is the customer entitled to make any changes to the order once it is made.
- 2.5 Orders you place with us constitute an offer by you to purchase Goods from us in accordance with these terms. It is the Customer's responsibility to ensure that details of their order are complete and correct.
- 2.6 Levitas Design reserves the right to make reasonable alterations to the price of its products due to any administrative/website errors on the Order Confirmation Form or web listing. This includes without limitation foreign exchange fluctuations, market fluctuations, fluctuations in taxes and duties and the cost of labour, materials and other manufacturing costs.
- 2.7 Levitas Design is based in the UK; if you are an overseas customer and would like to place an order please email sales@levitasdesign.com with your request and a member of our sales team will be in touch with you to discuss your requirements.

3. ORDER CONFIRMATIONS

- 3.1 It is the Customer's responsibility to ensure all details included on the Order Confirmation Form are complete and correct.
- 3.2 Levitas Design shall not be liable to the Customer for any delay or loss whatsoever suffered by the Customer due to inaccuracies on an Order Confirmation Form.

4. GOODS INFORMATION

- 4.1 The quantity and description of goods shall be as set out in the Order Confirmation Form received and Customers acknowledge and agree that the goods are made to order accordingly.
- 4.2 We make every effort to ensure that colours on our website and any images provided appear as realistic as possible, yet due to the constraints of digital reproduction on various web browsers and devices, we cannot guarantee exact colour depiction.

5. SECURITY OF SHOPPING

5.1 Data Protection

- 5.1.1 The information we collect from you to process an Order will only be used lawfully in accordance with the Data Protection Act 1998. We're committed to protecting your privacy and will not pass your details to any third parties for use in promotional activity.
- 5.1.2 Your details will be shared with reputable third parties for the purpose of processing your Order.

5.2 Payment Security

- 5.2.1 All credit/debit card payments are processed through Shopify or via a credit/debit card terminal, which offers a secure payment gateway.

6. DELIVERIES

6.1 Delivery Types

- 6.1.1 Depending on whether an item is held in stock, made to order and size, delivery will either be Standard Delivery or Home Delivery. Delivery type will be clearly stated once the proposal is agreed.
- 6.1.2 Customers will be contacted to arrange delivery once goods have been produced and this will typically happen within 2-3 weeks from the date of contact. Please note that delivery timescales are not included in the production lead-time.
- 6.1.3 Standard Delivery offers delivery of your goods to the front door of the address provided on the Customers' Order Confirmation Form. This service doesn't include unwrapping of items and removal of packaging.
- 6.1.4 A Home Delivery service constitutes delivery to your room of choice, unwrapping of items, installation and assembly with all packaging removed.
- 6.1.5 This service may or may not include installation of the bed supports, depending on the Customers' Order Confirmation Form agreement. Please ensure that you will be able to install these items before placing your order.

6.2 Delivery Address

- 6.2.1 Customers are responsible for checking access to the property and to the room/area of use to ensure that all ordered furniture will fit through doorways, stairwells etc. and that the walls are sufficiently strong and well prepared for installation.
- 6.2.2 We will not accept responsibility for goods that are undeliverable due to problems accessing the property or rooms unfinished/unfit for installation.

6.3 Damage in Transit

- 6.3.1 It is the customer's responsibility to be present and check items on the day of delivery. In the event of damage noted, customers must include all details noticed on the delivery note before signing it. Customers must also notify Levitas Design in writing of any damage to the furniture on the day of delivery. Levitas Design reserves the right to decline replacements or repairs after this period.
- 6.3.2 If the Customer doesn't report any damage to the goods in accordance with clause 6.3.1 they will be deemed to have accepted the goods, which shall be deemed to be in conformity with the order description, in good order and condition, of satisfactory quality and fit for any purpose for which they may be required.
- 6.3.3 Levitas Design will repair/replace free of charge any goods proved to our satisfaction to have been damaged in transit by our carriers provided only that such damage is noted on the delivery note and we are notified in writing on the day of delivery.

6.4 Delivery and Risk

- 6.4.1 The customer will be deemed to have accepted all goods upon their delivery by us to the address specified on the Order Confirmation Form.

6.4.2 Whereas Levitas Design will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. Levitas Design will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

7. CANCELLATIONS, REFUNDS, RETURNS

7.1 Customers can cancel non - bespoke orders purchased up to 14 days from the date of the payment of the deposit.

7.2 All refunds will be reimbursed using the means of payment used for the initial transaction.

7.3 Goods that are 'made to order' are excluded from our standard cancellation policy.

7.4 Levitas Design cannot cancel, exchange, refund or accept returns for 'made to order' items. Customers should therefore only place an order if they are sure that the item and finish is right for their needs.

7.5 'Made to order' Goods that are found to be damaged in transit will be replaced, providing that the Customer noted any damage seen on the delivery note at the point of delivery. Please refer to clauses in 6.3 for further details.

7.6 When Goods are purchased through a Levitas Design retailer, the Customer's contract is with the retailer. Please ensure you have read and agree to the retailer's terms and conditions of trade. In case of any problems with your furniture, you should contact your retailer in the first instance; they will then liaise with us on your behalf.

8. FORCE MAJEURE

8.1 Levitas Design shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.

8.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, national emergency, terrorism, civil disorder, industrial dispute, fire or explosions.

8.3 Upon the happening of a "force majeure" event, Levitas Design shall be entitled to a reasonable extension of time for the performance of our obligations.

9. GUARANTEES

9.1.1 Levitas Design offers a 1-year guarantee for all shelving and EXO bed frame ranges. In the unlikely event of a manufacturing defect occurring during the first year, you should contact Levitas Design who will assist you with your complaint.

9.1.2 The EXO steel bed supports are covered by a 10-year guarantee. With the normal use of the bed, if the steel bed supports become permanently bent below the horizontal over a period of 10 years then they will be replaced under warranty. Do not exceed the maximum load of 750kg allowed in the center of the bed. The steel bed supports will flex under load, this is normal and is not considered permanently bent.

9.2 *What is not covered under this guarantee?*

The guarantee does not apply to bed supports installed incorrectly, used inappropriately, abused, misused or altered in any way. Negligent use of the bed supports such as bouncing or jumping on the bed (i.e. using the bed as a trampoline or excessive weight from multiple occupants) will not be considered a manufacturing defect.

9.3 The unique serial number of each steel bed support must be registered with Levitas Design within 30 days of delivery/installation.

10. EXCLUSIONS

10.1 Levitas Design or its insurers shall not be liable or investigate any claim for loss and may reserve the right to decline replacements or repairs unless the Customer has given us written notice within 1 day of its occurrence and given Levitas Design or their insurers every facility to investigate such occurrence.

11. COMPLAINTS

11.1 Levitas Design aims to provide a high level of service. If you have an enquiry or issue regarding the goods provided by us please put it in writing to Levitas Design, 15 Invicta Way, Manston, Ramsgate, Kent, CT12 5FD. Any service issues will always be handled as a matter of urgency.

12. JURISDICTION

12.1 If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.