



TERMS AND CONDITIONS

You agree to be bound by the terms and conditions as laid out below and they will govern each Order that You place with us. Each Order is a separate legally binding contract. You should read these terms and conditions carefully and make sure You understand them.

If a provision in these terms and conditions is found to be invalid or unenforceable by a court it will not affect the validity of the remaining provisions.

These terms and conditions are governed by the laws of SCOTLAND. They do not affect Your statutory rights.

1. DEFINITIONS:

1.1 In these terms and conditions and Your sale agreement (which was given to You on the day You purchased the Goods), the following words shall have the following meanings:

"You" or "Your" means the person named in the Order to whom we are supplying the Goods in accordance with these terms and conditions;

"We", "Us" or "Our" Conner Enterprises LTD T/A Tasteful flooring & Beds "Order" means Your order for the Goods;

"Goods" means all products listed in the Order;

"Made to Measure" mean any Goods that are made to specific, non-standard dimensions as determined by You; and

"Delivery" means the delivery of the Goods to the delivery address specified in the Order.

2. ORDERS:

2.1 These terms and conditions apply to Orders placed instore only. To view Our terms and conditions for items purchased online or by telephone, please visit Our website on www.tastefulflooringandbeds.com

2.2 If You have chosen to pay via one of Our finance options You will be required to enter into a separate finance agreement with one of Our finance providers. The finance agreement is a separate

contract to Your Order and therefore if you cancel the finance agreement, the Order shall remain in effect and You shall be bound by these terms and conditions including in respect of payment for the Goods. If You cancel the finance agreement You must find an alternative method of payment.

2.3 You should carefully check Your Order details before signing the Order. Any amendments need to be made before You sign. Failure to notify Us of any changes may result in further charges to You at a later date.

2.4 It is Your responsibility to check:

- (a) the dimensions of all Goods to ensure that they will fit into Your property; and
- (b) that additional services requested (such as assembly, disposal or 1 year guarantee) are clearly noted in the Order. These will be shown separately. If they are not included in the Order then these services have not been purchased and will not be provided.

3. GOODS:

3.1 The description of the Goods will be as specified within the Order.

3.2 You should be aware that:

- (a) all sizes given are approximate and stated bed and mattress sizes refer to the sleeping surface only;
- (b) mattress sizes may vary slightly from their stated dimensions due to manufacturing tolerances; and
- (c) comfort grading is for guidance only.

3.3 We offer a Guarantee which is in addition to, and does not affect, Your statutory rights in respect of goods which are faulty or not described. Advice about Your legal rights is available from Your local Citizens Advice Bureaux or Trading Standards Office. The Guarantee is available online (Tasteful.co.uk/webt&cs) and at the end of this document.

4. EXTENDED GUARANTEES:

If You have purchased an extended guarantee with Your Goods, these guarantees are subject to their own terms and conditions, which are stated on the guarantee paperwork.

5. EX-DISPLAY ITEMS:

5.1 If You have purchased ex-display items, the price of these items reflects the fact that they may have sustained fair wear and tear and they cannot be returned or refunded unless faulty. In addition, these goods cannot be 'comfort exchanged' nor are they covered by Our price promise.

5.2 You must arrange for collection of the Goods within a reasonable time (usually within 7 days of Order).

5.3 Any defects on ex-display items (that are present at the point of sale) will be drawn to Your attention and written on Your order confirmation. It will not be possible to reject the goods, or claim a refund or repair at our expense, in respect of any of these defects.

6. PRICE AND PAYMENT:

6.1 The price of the Goods will be the amount set out in the Order. Prices are liable to change at any time, but price changes after You have signed the Order will not affect the price for the Goods stated in Your Order.

6.2 All prices are in pounds sterling and include VAT at the relevant rate at the time of payment. The Order is not a VAT invoice, but one can be supplied on request.

6.3 Where Delivery or collection is scheduled to be within 7 days of Order, You must pay in full for the Goods when You sign the Order.

6.4 Where Delivery or collection is scheduled to be over 7 days from Order, You must pay a minimum deposit of 20% of the price of the Goods. The balance of the price must be paid in full not less than 7 days before the scheduled date for Delivery. Failure to pay the balance will delay Your Order being Delivered.

6.5 For furniture products, adjustable beds, cabin sleepers, sofa beds and other 'Supplier Direct' products You must pay in full or have a finance agreement in place when You sign the Order.

6.6 We will not dispatch Your Goods for Delivery until we have received cleared funds from You for the full amount due. You can pay in store or by telephoning 01506 873136

6.7 Our Delivery, assembly and disposal charges are subject to change and You should consult Our website for up-to-date charges which can be found online at www.tastefulflooringandbeds.com. Changes to these charges after You have signed Your Order will not affect the charges you will pay.

6.8 Payment can be credit or debit card, or cash, unless You are choosing one of Our finance options, in which case payment must be made in accordance with the relevant finance documentation.

7. PRICE PROMISE:

Our price promise applies to any undelivered bed or bedroom furniture for 28 days from purchase. If You see the same bed as on Your Order in another retailer at a cheaper price (excludes specialist online 'only' retailers and outlet stores) We will refund the difference + £10.00. The price promise is subject to Us verifying the lower price.

8. DELIVERY:

8.1 Delivery of the Goods will incur a separate charge of £30 if order value is less than £100.

8.2 Goods can be collected free of charge from one of our stores at, West Calder or Whitburn West Lothian.

8.3 Delivery will be made to the delivery address specified on the Order and any changes to a delivery address must be supported by documentary evidence. You must notify us at least 72 hours prior to Delivery of any delivery amendments. Any amendment however small may lead to an increase in lead-time or change of delivery date. Orders paid using Finance options will require the approval of the Finance Company before We can change the delivery address.

8.4 We can deliver to the majority of postcodes in mainland Scotland and the Highlands and Islands but We may be unable to deliver to some locations. Please contact Us for more details.

8.5 Delivery dates and lead times are given in good faith but are subject to change. Most delivery lead times start from the date of Order. However some exceptions apply when only a deposit is paid with Order. Please ask instore for details.

8.6 If, as a result of our actions or the actions of Our suppliers, we are unable to Deliver Goods for more than 2 weeks (14 days) beyond the lead-time or delivery date stated in the Order, You will be entitled to cancel the Order and receive a full refund of all amounts paid unless a new date for Delivery can be mutually agreed.

8.7 If, as a result of circumstances beyond our control, we are or reasonably believe that we will be unable to complete Delivery of the Goods, we will be entitled to cancel the Order and will provide You with a full refund of all amounts paid.

8.8 If You require Goods to be Delivered on a specific date, this date should be written on the Order with the words "date fixed". If Delivery does not take place on the specified date (unless as a result of circumstances beyond our control) then You will be entitled to a full refund of all monies paid.

8.9 Delivery will be deemed to have taken place when the Goods have been delivered to the address set out in the Order. Depending on the service paid for, Delivery is either to Your front door or to the room of Your choice at the delivery address. We do not need to satisfy Ourselves that the person accepting delivery at the agreed address is authorised by You to accept the Goods.

8.10 If we are unable to complete Delivery due to the Goods not fitting in the required room at the delivery address, You may order a different product as a replacement for the Goods. In these circumstances:

(a) You must pay the difference between the price of the Goods and any replacement product which is of higher value;

(b) You shall not be entitled to a refund of the difference between the price of the Goods and any replacement product which is of lower value; and

(c) You must pay a delivery charge of £38 and our reasonable administration costs.

8.11 The Goods may require some assembly. If You have purchased an assembly service, this will be carried out by a provider selected by Us. If You have not purchased this service, it is Your responsibility to assemble the Goods. Please note that the availability of assembly services is dependent on the post code being delivered to.

8.12 You should inspect the Goods carefully upon Delivery. If assembled by Us or our provider at the delivery address, Goods will be deemed accepted once assembled unless You inform us otherwise at the time. Where Goods are not removed from their packaging or You have otherwise not had a reasonable opportunity to inspect the Goods on Delivery, the Goods will be deemed accepted 30 (thirty) days after Delivery.

8.13 We will notify You in writing or verbally once the Goods are ready for Delivery or collection. If You fail to collect or take Delivery of the Goods on the agreed date, we will not store the Goods for any reason for longer than 28 days.

8.14 If You fail to pay the full price of the Goods or fail to take Delivery or to collect the Goods within 28 days of the scheduled delivery date, We will be entitled to cancel the Order and You must pay all amounts stated in the Order in addition to our reasonable administration costs, which may be up to 20% of the cost of the Goods. This charge may, at least in part, reflect the price at which we are able to resell the Goods.

9. DISPOSAL:

9.1 The collection and disposal of Your old beds/mattresses is an additional and chargeable service. All items for disposal must be wrapped as securely as possible in the green bag provided by Us at the time of Order. We reserve the right to refuse collection if items for are not wrapped or are still assembled in the property.

9.2 Under no circumstance should items for disposal be left exposed to the weather and become wet or soiled. We reserve the right to refuse collection in this instance. In addition Our delivery service driver may refuse to collect such items if they are reasonably concerned about contamination of other customer Orders on his vehicle. In this instance a full refund of the charges for the disposal will be given but You will be responsible for the disposal of such items.

10. RISK AND OWNERSHIP:

10.1 Responsibility for and ownership of the Goods passes to You once the Goods are Delivered or collected.

10.2 Where You have decided to pay through Our finance options, responsibility for and ownership of the Goods will only pass to You in accordance with the terms of Your finance documentation.

11. CANCELLATION:

11.1 Once the Order has been signed You cannot cancel it, except under clause 8.6 of these terms and conditions.

11.2 You are entitled to amend Your Order free of charge within the first 48 hours. After this time we reserve the right to charge reasonable administration costs in respect of any amendments, which may be up to 20% of the cost of the Goods. This charge may, at least in part, reflect the price at which we are able to resell the Goods.

11.3 Linens, pillows, mattress protectors and throws can be returned within 14 days of Order and a full refund will be provided, if they are unopened and in their original packaging with a receipt.

12. REFUNDS:

12.1 Refunds will be made to You as soon as possible and in any event within a period of 30 days from return of the Goods.

12.2 If Goods have been Delivered, then a refund cannot be made until we have collected the Goods.

12.3 If You participated in a linked saving offer (for example, buy a bed for £999 and get £200 worth of free bedding) You must return both items to get a full refund. If You only returned the bed in the given example, You would be refunded only £799 to cover the price of the bedding.

12.4 If You participated in a 'multibuy' offer (for example, buy 3 items for the price of 2) You must return all the items to get a full refund. If You only return part of such an Order then any 'multibuy' saving will be deducted from the amount of Your refund.

15. LIMITATION OF LIABILITY:

15.1 We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. Advice about Your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.

15.2 We are responsible to You for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage You suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and You knew it might happen.

15.3 We are not liable for business losses. We only supply the products for domestic and private use. If You use the products for any commercial, business or re-sale purpose we will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.4 Subject to clause 15.2, our total liability to You under or connected with these terms will not exceed the price payable for the goods for any one event or series of connected events.

16. DATA PROTECTION:

16.1 Here at Tasteful, we take your privacy seriously. For a more detailed explanation of how we will collect, use and store information relating to You, please see our [Privacy and Security page](#). To learn more about how we use cookies on our website, please check out our [Cookie Policy Page](#).

PRIVACY POLICY

Overview

Tasteful is committed to respecting your privacy rights. This privacy policy, which applies whether You visit our stores, use our websites, or contact us by telephone or email, provides You with information about:

- what personal data we collect;
- how we use that personal data;
- disclosures of your personal data to third parties; and
- the legal bases on which we rely on to process your personal data

You do not need to take any action as a result of this privacy policy, but You do have certain legal rights as described below.

It is important that You read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about You that You are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

This website is not intended for children and we do not knowingly collect or solicit data relating to children.

16.1 Important information and who we are

Who we are

Conner Enterprises is the “data controller” of your personal data (referred to as “we”, “us”, “our” or “Conner Enterprises”). In simple terms, this means that we: (i) “control” your personal data, including making sure that it is kept secure; and (ii) make certain decisions on how to use and protect your personal data, but only to the extent that we have informed You about the use or are otherwise permitted by law.

How to contact us or make complaints If You have any questions regarding our use of Your personal data (including any requests to exercise your legal rights), or this privacy policy, please contact gdpr@tastefulflooringandbeds.co.uk

Our full contact details are:

Tasteful Flooring and Beds The Old RBS Building 17 East End, West Calder EH55 8AB

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues Y(www.ico.org.uk). We always appreciate the chance to deal with your concerns before You approach the ICO so please contact us in the first instance.

Changes to this privacy policy and your personal data This privacy policy is regularly reviewed and was last updated on 18/05/2020

It is important that the personal data we hold about You is accurate and up-to-date. Please keep us informed if your personal data changes during your relationship with us.

Third party sites and links

Our website may include links to third party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about You. We do not control these third-party websites and are not responsible for their processing of your personal data. When You leave our website, we encourage You to read the privacy notice of every website You visit

16.2 The personal data we collect about You

The types of personal data we collect, use and store about You will depend on the product or service You have with us. We collect the following personal data:

- your name, age/date of birth and gender;
- your contact details: postal address including billing and delivery addresses, telephone numbers (including mobile numbers) and e-mail address;
- purchases and Orders made by You;
- your on-line browsing activities on our website;
- your password(s);
- when you make a purchase or place an Order with us (whether online or offline), your payment card details;
- your communication and marketing preferences;
- your interests, preferences, feedback and survey responses;
- your location;
- your correspondence and communications with Tasteful; and
- other publicly available personal data, including any which You have shared via a public platform (such as a Twitter feed or public Facebook page).
- The Dream's website is not intended for children and we do not knowingly collect or solicit personal data from anyone under the age of 16.
- when you visit our stores, which have a CCTV system operated for the security of both customers and our staff. These systems may record your image during your visit.

We do not collect any special category personal data about You (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

16.3 How we obtain your personal data

Information You provide to us We collect information about You directly when You provide it to us in correspondence and conversations (including via email and telephone) and through forms and contracts we may enter with You

Information we get from other sources

We collect personal data from third parties who have Your consent to pass your details to us, or from publicly available sources.

In connection with an employment enquiry, we also collect data regarding your work authorisation status, education history, employment history and professional designations, and other information about your qualifications from third parties.

We may combine personal data that You provide to us with information that we collect from, or about you, in some circumstances. This will include information collected in an online or offline context

16.4 How we use your personal data We will only collect and process your personal data where we have lawful basis to do so.

We use your personal data for the following purposes, and pursuant to the corresponding legal basis:

PURPOSE	LEGAL BASIS
To register You as a new customer.	Performance of a contract with you.
To process and deliver your Order including: (a) managing payments, fees and charges; and (b) collecting and recovering money owed to us.	(a) Performance of a contract with you. (b) Necessary for our legitimate interests (to recover debts due to us).
To manage our relationship with You, which will include: (a) notifying You about charges to our terms or this privacy policy; and (b) asking You to leave a review or take a survey.	(a) Performance of a contract with you. (b) Necessary to comply with a legal obligation. (c) Necessary for our legitimate interests (to study how customers use and rate our products and services, to develop them and our business).
To verify your identify and to identify and prevent fraudulent transactions.	Necessary for our legitimate interests
To enable Tasteful to manage customer service interactions with you.	Necessary for our legitimate interests (to understand how our customers use our products and services and improve our business).
Where we have a legal right or duty to use or disclose your personal data (for example in relation to an investigation by a public authority or in a legal dispute).	To comply with a legal or regulatory obligation.

Marketing

We strive to provide You with choices regarding certain personal data uses, particularly around marketing and advertising.

You will receive marketing communications from us if You have requested information from us or purchased products or services from us, or if You provided us with your details when You entered a competition or registered for a promotion and, in each case, You have expressly consented to receiving that marketing.

We will get your express opt-in consent before we share your personal data with any company outside the Tasteful group of companies for marketing purposes.

You can ask us or third parties to stop sending You marketing messages at any time by contacting gdpr@Tasteful.co.uk or by following the unsubscribe link on the message

Where You opt-out of receiving these marketing messages, this will not apply to personal data provided to us as a result of a product or service purchase, warranty registration, product or service experience or other transactions (which we will continue to process in order to perform a contract with You or as a result of our regulatory or legal obligations)

16.5 Who we share your personal data with

We will share your personal data with third parties as required by law or regulation.

We will also share your personal information with the parties set out below for the purposes set out in this privacy policy:

Registered credit reference agencies in order to identify and prevent fraudulent transaction, such agencies which may keep a record of that information (although a credit check is not performed and your credit rating will be unaffected);

in order to provide services on our behalf; and third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We make sure any third party that provides a service to or for us, which involves the processing of your personal data:

- enters into an agreement with us and meets our standards for data security;
- does not use your personal data for any purpose other than the clearly defined purpose relating to the service that such party is providing;
- does not share your personal data with any organisation without our consent (apart from us); and
- holds your personal data securely and retains it only for such period of time as we instruct.

16.6 How we keep your personal data secure

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. On our website this includes ensuring that all transactions are secure, with details that You send to us being encrypted and sent across a secure connection. You can see that the shopping bag and checkout is a secure area of our site because a padlock symbol or key will appear in the bottom of your browser. The encryption technique we use is certified by VeriSign, the world's most respected certification body for internet firms. This means that the information You send us cannot be read by anyone other than the Taetful team.

We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality. We also train and instruct our employees that all personal data must be handled in accordance with this privacy policy and applicable privacy and data protection laws, and any misuse by employees is subject to disciplinary action.

We have put in place procedures to deal with any suspected personal data breach and will notify You and any applicable regulator of a breach where we are legally required to do so.

16.7 How long we retain your personal data for

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

[In some circumstances we may anonymise your personal data (so that it can no longer be associated with You) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

For further information on how long we retain your personal data for, please contact gdpr@Tasteful.co.uk.

16.8 International transfers of your personal data

We do not share your personal data.

16.9 Your legal rights

You have the right to access the personal data we hold about You, and there are a number of ways You can control the way in which and what information we store and process about You.

We have explained these individual rights and controls below. To exercise these rights and controls, please contact us at.

- **Access:** You have the right to ask for a copy of the personal data that Tasteful holds about You free of charge, however we may charge a 'reasonable fee' if we think that your request is excessive, to help us cover the costs of locating the information You have requested. We will respond to your request as soon as possible and (save for in certain circumstances) within one month.
- **Correction:** If there are any inaccuracies in the information we hold about You, please contact us and we will correct them.
- **Deletion:** If you think that we shouldn't be holding or processing your personal data any more, You may request that we delete it. Please note that this may not always be possible due to legal obligations.
- **Restrictions on use:** You may request that we stop processing your personal data (other than storing it), if: (i) You contest the accuracy of it (unless the accuracy is verified); (ii) You believe the processing is against the law; (iii) you believe that we no longer need your personal data for the purposes for which it was collected, but You still need your data to establish or defend a legal claim; or (iv) You object to the processing and we are verifying whether our legitimate grounds to process your personal data, override your own rights.
- **Object:** You have the right to object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes You want to object to processing on this ground as You feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request the transfer:** If You wish to transfer Your personal data to another organisation (and certain conditions are satisfied), You may ask us to do so, and we will send it directly if we have the technical means. Please note that this right only applies to automated information which You initially provided consent for us to use or where we used the information to perform a contract with You.

- Withdrawal of consent:** If You previously gave us your consent to allow us to process your personal data for a particular purpose, but You no longer wish to consent to us doing so, You can contact us to let us know that You withdraw that consent. However, this will not affect the lawfulness of any processing carried out before You withdraw your consent. If You withdraw your consent, we may not be able to provide certain products or services to You. We will advise You if this is the case at the time You withdraw your consent.

16.10 Glossary

TERM	EXPLANATION
Personal Data	means any information about an individual from which that person can be identified. It does not include data where the identity has been removed ('anonymous data').
"Legitimate interest "	means the interest of our business in conducting and managing our business to enable us to give You the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on You (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on You (unless we have your consent or are otherwise required or permitted to by law).
"Performance of a contract "	means processing your personal data where it is necessary for the performance of a contract to which You are a party or to take steps at your request before entering into such a contract.
"Comply with a legal or regulatory obligation "	means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

17. CONTACT US:

17.1 For questions, requests to amend Orders, requests to change Delivery details, requests for refunds and all other queries You may contact Us by:

(a) contacting the store where You placed Your Order;

(b) writing to Tasteful Customer Services at the address set out in clause 1; or

(c) contact us through the **Tasteful Help Centre**

18. POLICY DISPUTES

18.1 All policy disputes regarding these Terms and Condition will need to be put in writing to

Head Of Customer Service 17 East End West Calder Alternatively contact us through the **Tasteful Help Centre**

We will usually look to respond to all policy disputes within 5 working days.