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[www.burgessbedding.com](http://www.burgessbedding.com)

## **THE BURGESS BEDDING COMPANY LIMITED TEN YEAR GUARANTEE TERMS AND CONDITIONS**

**MARCH 2020**

The Burgess Bedding Company Limited is dedicated to producing luxury beds and mattresses to the very highest standard. To demonstrate the commitment to this, it is with immense pride that your Burgess product carries an industry leading Ten Year guarantee from the date of purchase.

In the unlikely event a defect arises through a proven material failure or manufacturing fault The Burgess Bedding Company will endeavour to repair or replace the product (at our discretion) free of charge.

This guarantee only applies to goods purchased through an authorised retailer / partner and that the goods remain in the country of original purchase and the fault must be reported within one month of the defect becoming evident.

Only the original purchaser may claim under the guarantee. The guarantee is not transferable. The claim must be accompanied by a proof of purchase (such as an original invoice or sales receipt).

In accordance with the law, the original contract of sale was between the consumer and the retailer, therefore any claims made under the guarantee must be made through the retailer from whom the product was purchased. If the retailer has ceased trading, please contact Burgess Customer Service on 01706 212731 or [customerservice@burgessbedding.com](mailto:customerservice@burgessbedding.com)

The Burgess Bedding Company reserve the right to investigate all issues reported, this may include an inspection. The inspection may be carried out by an independent third party company.

The guarantee does not cover products sold as ex display or outlet clearance.

This guarantee does not cover products which have been damaged by improper, excessive or use which can be deemed as unreasonable not does it cover caused by accidental damage (this includes unauthorised repair or third-party alterations).

The guarantee does not cover any product which is soiled, in an unsanitary condition or has been willfully damaged. The guarantee does not cover damage caused by any bending mattresses carried out to gain entry to properties or houses with limited access, this includes where access has been obtained by a retailer or third-party installer or courier.

The guarantee does not cover non domestic use or if the product has been walked on or slept on by animals.

Accidental damage is not covered by the guarantee, you may find that accidental damage is covered by your household contents policy.

Where Burgess mattresses are used in combination with divans or beds supplied by alternative manufacturers, these must be of a satisfactory standard of construction. In the case of slatted bed bases, slats must be at no more than 3" or 7.5cm apart.

The guarantee does not cover any damage which can be determined as normal and reasonable wear and tear. Failure to comply with the Burgess care instructions will invalidate the guarantee. This includes turning and rotating of mattresses. A copy of the care leaflet is sent with the mattress, if this is missing or you are unsure, a copy of also available online at [www.burgessbedding.com](http://www.burgessbedding.com).

If the product is no longer produced or can no longer be repaired, the Burgess Bedding Company Limited reserve the right to supply an equivalent alternative. Following a repair, the guarantee will remain valid from receipt of the original purchase and not the date of repair. If the fabric or ticking is no longer available Burgess reserve the right to supply an alternative fabric or ticking. Burgess do not undertake to colour match any replacement to compliant parts with replacement fabric or ticking.

Headboards are covered for a period of two years. Metal, mechanical or electrical opening mechanisms (as used in storage divans, ottomans, electric beds or TV Lift beds) are covered for a period of two years.

Toppers are guaranteed for a period of two years, toppers must also be regularly turned and rotated. Pillow-top mattresses are guaranteed for a period of five years.

Please do not remove any of the external labels (eg fire labels) as these contain information which will help identify the mattress and production date information.

Sizing is based on standard UK bed and mattress sizes which include (also on bespoke models) a tolerance of 20mm per orientation.

The Burgess Bedding Company Ten-Year Guarantee only covers beds and mattresses purchased from 5<sup>th</sup> March 2020 any guarantee from before this date or relating to original supply by Burgess Beds Limited remains with Burgess Beds Limited. The Burgess Bedding Company will endeavour to act upon any such claim however this will be considered at the discretion of The Burgess Bedding Company and not as a result of a legal obligation.

Any guarantee offered by The Burgess Bedding Company Limited is provided in addition to, and not instead of any rights you may have as a consumer under applicable law. Your statutory rights are not affected by the Burgess Guarantee.

The terms of this guarantee are governed by English Law.

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