

## Bramblecrest Guarantee

Important - You need to have registered your purchase at [www.bramblecrest.com/registration/](http://www.bramblecrest.com/registration/) within 28 days of delivery in order to claim under this Guarantee, and must retain proof of purchase. (For more details, please see section 8 below).

Your statutory rights - The terms of this Guarantee are not intended to affect your statutory consumer rights.

### 1. What is the scope of the Guarantee?

This Guarantee only applies to Bramblecrest products purchased and delivered on or after 1<sup>st</sup> January 2012. Whilst the majority of Bramblecrest Furniture will benefit from a 3 year structural guarantee, some Bramblecrest products will benefit instead from a 1 year guarantee. Please read the terms of this Guarantee carefully so that you are aware of your rights and the exclusions that will apply in respect of the particular Bramblecrest product you have purchased.

### 2. Which Bramblecrest products have the benefit of the 3 Year Structural Guarantee?

Bramblecrest is willing to guarantee that the following products will remain structurally fit for purpose for 3 years from the date of delivery or collection:

- Aluminium range- includes tables, chairs, benches & loungers (excludes lazy susans and firepits)
- Woven ranges - includes tables, chairs, benches & loungers (excludes lazy susans, reclining chairs, ceramic tops and firepits)
- FSC Teak and Vintage Teak furniture ranges - includes tables, chairs, benches & loungers (excludes lazy susans)
- Fabric ranges: Cubic, Indigo, Jasmine & Scarlett (excludes spray-stone tops)
- Upholstered woven ranges: Monte Carlo, Gainsborough, Aspen and Panama (excludes lazy susans, reclining chairs and ceramic tops)

If you have bought a Bramblecrest product which is not listed above, it will not have the benefit of the 3 year structural guarantee, but may benefit from a limited 1 year guarantee depending on the product. For further information please see sections 3 and 4 below.

### 3. Which Bramblecrest products have the benefit of the 1 year Guarantee?

The following Bramblecrest products will have the benefit of a 1 year guarantee that the product will be fit for purpose for 1 year from the date of delivery or collection:

- Parasols, parasol covers, parasol bases, parasol heaters, parasol lights - all models
- Furniture covers
- Cushions, cushion bags and cushion boxes
- Java Teak Range
- Lazy Susans
- Woven Reclining Chairs
- Woven Cocoons
- Firepits
- Ceramic Items
- Seychelles Rugs

- Spray-stone
- Fabric on upholstered furniture: faux leather/ textilene/ solution-dyed fabric
- Adjustable height table mechanisms

#### 4. Exclusions from cover

The following exclusions apply to the Guarantee given in respect of all Bramblecrest products (irrespective of the length of Guarantee given above).

##### Fair wear & tear

This guarantee excludes fair wear and tear and any damage resulting from abuse, whether intentional or accidental including stains, burns, cuts, scratches, tears, scuffs, watermarks, indentations or damage caused by animals. All products can fade when exposed to prolonged periods of UV. In addition, Teak will change from original brown colour to silvery grey colour if not treated. This guarantee will not cover any claim relating to the fading of your furniture. Water ingress on a seasonproof cushion or temporary water retention in fabric materials are not covered by this guarantee.

##### Force Majeure events and extreme weather conditions

This guarantee excludes damage by fire, flood or any severe environmental condition for which the furniture and installation were not designed, including smoke, damp, high temperatures and damage caused by extreme wind.

##### Natural characteristics

Normal shrinkage, swelling, cracks and minor warping of wooden furniture is to be expected. Teak in particular can develop naturally occurring splits on the end grain. Wasps or other insects can occasionally attack teak furniture as they are attracted to the high oil content within the timber - this is extremely rare and this guarantee does not cover any subsequent damage. Resin will naturally fade and this is not a defect. The weave used in the Woven range will naturally expand when the material gets hot in direct sunlight. This can lead to a slight sagging as the weave becomes hot. The weave will retract to its original position as it cools down when taken out of direct sunlight. Please note that the loosening or sticking out of individual stands of weave will not amount to a structural defect.

##### Oxidisation

The paint work on the aluminium range may suffer from flaking over time as a result of a natural process known as oxidisation. This is where the paint reacts to oxygen molecules in the air, and such flaking is therefore not covered by this Guarantee.

##### Vintage Teak

This timber in this range has many unique characteristics. These can include cracks, grooves, infill pieces, laminations, knots, holes, and colour & texture variations. These features will appear in varying degrees from product to product and are not covered by this guarantee.

##### Season-Proof Cushions

Season-proof cushions should be stored indoors during prolonged periods of non-use. If the inner fibre becomes wet this is usually as a result of the air vents being inadvertently exposed to the elements, allowing water to enter the membrane. In this event outer covers should be removed and the internal fibre should be allowed to dry thoroughly prior to use. To further prevent the possibility of cushions becoming wet we would advise the use of a Bramblecrest water resistant cover. During heavier downpours or over extended periods of non-use cushions should be stored indoors.

#### Fabric on Upholstered Furniture

To help maintain the longevity of the fabric used on upholstered furniture we would suggest the use of a well ventilated furniture cover. We would suggest the furniture is checked regularly when covered. Surfaces on faux leather, textile and solution-dyed fabric should always be wiped dry prior to use. Certain clothing and accessory dyes (such as those used on denim jeans) may migrate to lighter colours. The phenomenon is increased by humidity and temperature and is usually irreversible.

#### Point of sale

This Guarantee only applies to products purchased from official Bramblecrest stockists. To view a list of our official stockists, please click on the following link [www.bramblecrest.com/retailers/](http://www.bramblecrest.com/retailers/) Non-domestic Use & Location

This guarantee does not extend to furniture or products which have been used for non-domestic purposes, or to furniture or products which have been taken outside the United Kingdom.

#### Improper maintenance

This Guarantee may be invalidated if you have failed to follow or carry out proper care procedures in accordance with the instructions detailed on the Bramblecrest website ([www.bramblecrest.com](http://www.bramblecrest.com)). This guarantee will terminate in the event that you attempt to make any modification to or repair of the furniture without the approval of Bramblecrest.

Please note that if you have purchased furniture from one of our Aluminum ranges, exposure to salt water and sea air is known to significantly speed up corrosion of the paint. We would therefore suggest that if you live in a coastal area, you should wipe down the furniture with water on a regular basis in order to reduce the impact this may have.

It is recommended that furniture is stored away during prolonged periods of non-use or at very least covered. You should ensure that any cover used is breathable and allows the flow of air. For timber products, the use of non-breathable covers may cause your furniture to become mouldy. The development of mould or algae on any of our furniture will not be covered under this Guarantee. Please note that Bramblecrest furniture covers are only suitable for use on our Woven, Aluminium, Faux Leather and Fabric ranges.

#### 5. Additional Information

This guarantee is non-transferable and valid from the date of delivery or collection. Consistent with meeting its obligations under this guarantee, Bramblecrest reserves the right to undertake the least costly option. This may involve rectifying the problem, arranging for the unsatisfactory component of the furniture to be replaced or refunding part of the original purchase price.

If the Furniture or product is exchanged, or a total refund is given, the Furniture or product that is deemed faulty reverts to the ownership of Bramblecrest. The amount of any claim under this guarantee shall be limited to the original purchase price paid for the unsatisfactory Furniture or product.

#### 6. Your statutory rights

The above conditions relating to Bramblecrest's 3 year structural guarantee are not intended to affect your statutory consumer rights. If you would like further information in respect of your statutory rights, such advice can be obtained from trading standards offices or your local citizens' advice bureau.

#### 7. Important: Keep your proof of purchase safe

When you purchase your Bramblecrest furniture, please keep your receipt safe. Proof of purchase will be needed in order for your guarantee to be valid. Proof of purchase can be uploaded as part of the registration process to validate this Guarantee. If you upload your receipt as part of the registration

process, this will not be required at a later stage providing the uploaded receipt is in a readable format and clearly identifies the date of purchase and stockist.

#### 8. How to activate your Guarantee

In order to be able to claim under this Guarantee, you must first activate your Guarantee by registering your purchase with us. You will need to activate your Guarantee within 28 days of delivery of your Furniture. You will need to provide us with the details of your purchase, including the stockist which you purchased the Furniture from. In order to activate your Guarantee now, please click on the following link [www.bramblecrest.com/registration/](http://www.bramblecrest.com/registration/)

All personal data that we collect from you as part of the activation process will be used by Bramblecrest in order to maintain the validity of your Guarantee. We may also use the details provided to email you about new products, discounts or Bramblecrest events which we feel may interest you. We will not pass your details on to any third party for marketing purposes without your written consent. Our use of your personal data will comply with our Privacy Policy, which is available to view at [www.bramblecrest.com/privacy/](http://www.bramblecrest.com/privacy/)

#### 9. How to claim under this Guarantee

We hope that your Furniture is as expected and without fault. However, it is regrettable that very occasionally this may not be the case and in such instances we apologise for any inconvenience caused. If you wish to make a claim under this Guarantee, please use the following procedure:

1. Contact the point of sale from which you purchased the Furniture. For example, if you purchased the Furniture from your local garden centre, please contact the garden centre to initiate this process. The organisation from which you purchased the Furniture should be able to assist you in relation to this Guarantee as long as you can provide them with proof of purchase. It is a good idea to take photos of the damage on the Furniture if the defect is visible to assist in identifying the fault. Please note that if you have failed to activate your Guarantee in accordance with section 8, Bramblecrest will have no obligation to honour this Guarantee, but may do so at its absolute sole discretion
2. The stockist will contact you once they have assessed the defect to let you know what action they will take in respect of the Furniture if the defect falls within the scope of this Guarantee.
3. If the defect or damage falls within the scope of this Guarantee, they will contact you to arrange a repair or replacement, as appropriate. If the furniture is over 12 months old you will be required to return the Furniture to us or your stockist at your own cost in order for us to repair or replace it.
4. If you believe your claim has not been adequately addressed by the relevant stockist from whom you purchased the furniture, please contact our customer services team on [info@bramblecrest.com](mailto:info@bramblecrest.com)

If you have any queries in respect of this Guarantee, please contact [info@bramblecrest.com](mailto:info@bramblecrest.com) This Guarantee is issued by BDP Imports Limited, trading as Bramblecrest.