

Terms and Conditions of Use and Sale

Last Updated October 12, 2021

The following terms govern your use the website wayfair.co.uk (being the "Site").

PLEASE READ THE FOLLOWING TERMS OF USE AND SALE INCLUDING THE WARRANTIES AND DISCLAIMER SECTIONS CAREFULLY BEFORE USING THIS SITE AND/OR SUBMITTING AN ORDER. By using this Site and submitting an order, you agree to the following terms of use and sale (the "Terms of Use and Sale") and our [privacy policy](#). If you do not agree to these terms, you may not use this Site or submit an order. WAYFAIR STORES LIMITED ("Wayfair", "we" or "us") reserves the right to modify, alter, or update these Terms of Use and Sale from time to time. By accepting these Terms of Use and Sale, you agree to be bound by such modifications, alterations, or updates.

1. Terms of Use

General

The information contained in this Site, including but not limited to the rules that govern the use of the Site, may be subject to change. The date of the latest change(s) to these Terms of Use and Sale is set out above at "Last Updated". Your use of the Site following any such change constitutes your agreement to follow and be bound by the rules, as changed. Any such change(s) will not affect the terms of sale applicable to orders accepted by us prior to the date of such change(s). [Back to Top](#)

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We make no claim or representation, and accept no responsibility, regarding the quality, nature, or reliability of any external or third party sites accessible by hyperlinks from this Site, or any external or third party sites linking to this Site. [Back to Top](#)

User-Generated Content

From time to time, the Sites permit the submission of content, such as comments, blogs and product reviews, generated by you and other users ("**User Content**").

You are solely responsible for your own User Content and the consequences of posting or publishing it. Any User Content or other material, information or ideas that you submit to or post or publish on the Sites is non-confidential and non-proprietary.

By submitting User Content, you represent and warrant to Wayfair that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the legal right to use and authorize Wayfair to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate Wayfair's Acceptable Use Policy set forth below.

As between you and Wayfair, you will retain all of your ownership rights in and to your User Content. By submitting User Content to Wayfair, you hereby grant to Wayfair a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that Wayfair (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Sites under these Terms of Use.

Wayfair does not endorse any User Content or any opinion, recommendation, or advice expressed therein. Wayfair reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. **Wayfair has the right to refuse, remove, edit or delete any User Content and/or to terminate any user's access to the Sites for any reason.** Wayfair takes no responsibility for User Content. [Back to Top](#)

Social Media Tag Usage

BY USING #WAYFAIRATHOME, @WAYFAIR AND ANY OTHER SIMILAR SOCIAL MEDIA TAG IN ANY WAY RELATED TO ANY OF THE SITES, EACH USER AGREES TO PROVIDE WAYFAIR WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE

THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS. [Back to Top](#)

Acceptable Use Policy

By submitting User Content and otherwise using the Sites, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own or have permission from the rightful owner of such rights to post such User Content and to grant Wayfair all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including Wayfair; (iv) impersonate any person or entity, including but not limited to, a representative of Wayfair, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Sites or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international laws, rules or regulations; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. Wayfair reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. [Back to Top](#)

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Governing Law

The Site is operated by us from our offices in Boston, Massachusetts, USA. These terms of use and any non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of England and Wales and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the English courts. If however, you live in Scotland, Northern Ireland or Ireland, you can also bring legal proceedings in Scotland, Northern Ireland or Ireland (as relevant).

We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the content of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

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2. Terms of Sale

The following sets out the terms and conditions upon which we supply products to you. Where you are buying products as a consumer, nothing in these terms and conditions affects your legal rights, and we have a legal duty to supply products that conform to the contract between us. Further information regarding your legal rights can be found on the Citizens Advice website at www.adviceguide.org.uk.

Order Acceptance

If we accept your order, we will send you a confirmation of this by email. The receipt of an email order confirmation by you constitutes our acceptance of an order and the conclusion of a contract between us to sell the goods you have ordered, subject to these terms (the "Contract"). You should retain that email for your records. Whereas, following such acceptance, we will always seek to meet the requirements of your order, there may be circumstances following confirmation where we are unable to ship products due to unavailability (of which we were not aware at the time of confirmation of the order). If that is the case, we will notify you as soon as possible and will refund the money for the unavailable products back onto your card or into your account. If the payment process has not begun at that time, the money for such products will not be taken out of your account or from your card. Our acceptance does not therefore guarantee and is subject to the availability of products following the receipt of the confirmation email by you. [Back to Top](#)

Our products

Prices and availability of products on the Site are subject to change without notice. While we endeavour not to make any errors on the Site and to ensure that the descriptions, details and dimensions of our products, our prices and other information about us or our products, are accurate and up to date, errors can occur. Errors will be corrected when discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions (including after an order has been submitted). If we identify an error that materially impacts your confirmed order, we will notify you as soon as possible and will provide you with the option of cancelling your order in full or the part(s) of your order affected by the misinformation. If you make such a cancellation, the money for the cancelled part of your order will be refunded to your account or onto your card (or will not be taken at all if the payment process has not begun at that time). This in no way restricts or limits your ability to return the goods in line with our returns policy. [Back to Top](#)

Prices and Payment

The price of the product will be as shown on the order pages when you place your order. Payment for the product is required on dispatch. If items are shipped in instalments, payment may be taken in instalments as each product is dispatched (but will not exceed the order total). Where payment has not been received, we are under no obligation to deliver the product to you. Our invoice(s) for the price of the products you purchase are set out in the email order confirmation we send to you. You can also review and print these invoices at any time by logging in to "[My Account](#)" section of the Site. You should retain copies of the invoices for your records. [Back to Top](#)

Klarna Payment Options

In cooperation with Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden, we offer you the following payment options. Payment is to be made to Klarna:

Pay Later (invoice 30 days)

Pay in 30 days: The payment period is 30 days from shipment of the goods or tickets/ availability date of the service. You can find the complete terms and conditions for the this payment method in the United Kingdom is available [here](#).

Pay Later in 3 instalments

Pay Later in 3 instalments: Pay later in 3 will allow you to spread the cost of your purchase over 3 equal payments. The payment for each instalment will automatically be collected from the debit or credit card you entered at checkout. Your first instalment will be collected when your order is confirmed by the merchant and instalments 2 and 3 are scheduled 30 and 60 days later, respectively. You can find the terms and conditions for Pay Later in 3 instalments [here](#).

Slice it

With the financing service from Klarna you can pay your purchase in flexible or fixed monthly instalments according to the conditions stated in the checkout. The instalment payment is due at the end of each month after submission of a separate monthly invoice by Klarna. Further information regarding Slice It including terms and conditions and Standard European Consumer Credit Information you can find [here](#).

The payment methods Pay later and Slice It are only available in case of a positive credit assessment. For this purpose, during the order process and handling of your purchase, we forward your data for an address and credit check to Klarna. We can only offer you the payment methods available based on the result of the credit check. General information about Klarna and the user terms per country can be found on klarna.com. Your personal data is handled in accordance with applicable data protection law and in accordance with the information in Klarnas privacy statement. [Back to Top](#)

Delivery

Typical methods and costs of delivery are as shown [here](#) and are confirmed at checkout. We will give you an estimated date for delivery, and we will endeavour to deliver any products ordered within the estimated period and will deliver your order within 30 days of the Contract date unless otherwise agreed with you as stated in our email order confirmation (see Order Acceptance, above). Please note that some products require a signature as proof of delivery.

Delivery may be delayed due to circumstances outside of our control. If this occurs, we will notify you as soon as possible and take steps to minimise the effect of the delay. We shall have no liability for delays.

In the event of a failed delivery to you, our courier may re-attempt delivery, leave your delivery with a neighbour or in a safe place outside of your home or leave you a card or contact you to re-arrange delivery. In such event, we may charge you for storage costs and further delivery costs. If we are unable to contact you to re-arrange

delivery, we may end the Contract. [Back to Top](#)

Risk and Ownership

You will be responsible for the products from the time we deliver the products to you at the stipulated delivery address. You will own a product once we have received payment in full for that product. [Back to Top](#)

Right to Cancel

You have certain rights to cancel your Contract as set out in our [Returns Policy](#). Your rights depend upon what you have bought, the reason for your return and when you decide to end the Contract. If you have taken advantage of any manufacturer's warranty applicable to the product you have bought you may have rights under that warranty which you should direct to the manufacturer.

Certain orders may constitute improper use of our Site and "Wayfair Rewards". We reserve the right, at our sole discretion, to refuse or cancel any Contract for any reason. Payment will not be taken, or will be refunded, for any refused orders. Your account, including Wayfair Rewards, may also be restricted or terminated for any reason, at our sole discretion, if you have breached these Terms of Use and Sale or any other policy or terms of use relating to the Site or if you have otherwise misused the Site. Verification of certain information may be required prior to the acceptance of any order. An order may not be accepted if such information is not forthcoming from you following such a request. [Back to Top](#)

Warranties and Disclaimers: Sale of Goods

We are under a legal duty to supply products that are in conformity with the Contract and, where you buy as a consumer, you have certain rights, including legal rights relating to faulty or misdescribed goods which apply in addition to our Returns Policy.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products. This does not affect your legal rights where you buy as a consumer, nor does it affect your rights to cancel any Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. [Back to Top](#)

Limitation of Liability: Sale of Goods

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms of Sale. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR SUBSIDIARIES BE LIABLE TO YOU UNDER ANY CONTRACT FORMED UNDER THESE TERMS OF USE AND SALE:

1. WHERE YOU ARE A BUSINESS, TO ANY BUSINESS FOR ANY LOSS OF REVENUE, PROFITS, ANTICIPATED SAVINGS, GOODWILL OR BUSINESS OPPORTUNITY, OR ANY INJURY TO BUSINESS REPUTATION; OR
2. ANY LOSSES THAT ARE NOT REASONABLY FORESEEABLE BY BOTH OF US AT THE TIME OF THE

CONTRACT.

WHERE YOU BUY AS A CONSUMER, THESE TERMS OF USE AND SALE AND OUR RETURNS POLICY WILL NOT AFFECT YOUR RIGHTS UNDER LAW WHICH CANNOT BE OTHERWISE EXCLUDED. FOR MORE INFORMATION CONTACT YOUR LOCAL [CITIZENS ADVICE BUREAU](#).

NOTHING IN THESE TERMS OF SALE SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, OR FOR BREACH OF YOUR LEGAL RIGHTS IN RELATION TO THE PRODUCTS.

You hereby acknowledge that the preceding paragraph shall apply to all products or services you buy from us through the Site or other channels. [Back to Top](#)

Disputes: Sale of Goods

If you have any issue regarding a product or service you have bought from us, you can seek to settle the dispute out-of-court through an Alternative Dispute Resolution or Online Dispute Resolution (ADR / ODR) procedure. These procedures are an alternative to resolving disputes by arbitration or before a court and as such they are called Alternative Dispute Resolution (ADR). When they are carried out online, they are called Online Dispute Resolution (ODR).

Resolving disputes through ADR/ODR, in general, is easier, faster and less expensive than resolving disputes before a court. Under the EU-wide ODR Regulation, the European Commission has established a European Online Dispute Resolution platform (ODR platform). The ODR platform is a web-based platform that is specifically designed to help consumers who have bought goods or services online and subsequently have a problem with that online purchase. It allows you to submit your contractual dispute and conduct the ADR procedure online and in any of the 23 official languages of the European Union.

The ODR platform is accessible here: <https://ec.europa.eu/odr>. [Back to Top](#)

Our Details

Registered Name: WAYFAIR STORES LIMITED

Registered at: WAYFAIR STORES LIMITED, Wayfair House, Tuam Road, Galway Co. Galway, Ireland

Company Registration No.: 457604

VAT No: GB922944513

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Governing Law

These Terms of Sale and any contractual or non-contractual obligations arising from them or in relation to them shall be governed and construed in accordance with the laws of England and Wales and you can bring legal proceedings in respect of any claim arising out of or in connection with these terms (including non-contractual disputes) in the English courts. If however, you live in Scotland, Northern Ireland or Ireland, you can also bring legal proceedings in Scotland, Northern Ireland or Ireland (as relevant). [Back to Top](#)

