



**HOME FLAIR STUDIO**  
your home, our passion

## **PRODUCT TERMS & CONDITIONS**

### **RETURNING PRODUCTS THAT ARE DEFECTIVE OR DAMAGED**

We wish you to be completely satisfied with your order. If you are not happy with your order, please refer to the options below. We are committed to treating our valued customers fairly and accordingly comply with the applicable consumer protection laws.

It is the Customer's responsibility to thoroughly inspect all goods upon delivery before signing that the goods have been received.

#### **When a product is delivered damaged:**

You have the right to refuse delivery of any product that is visibly damaged upon delivery. Please stipulate clearly that you have not received the goods with a brief description of the damage on the delivery note. The driver/delivery company will take the product/s back with them and return them to Home Flair Studio. Please contact Home Flair Studio immediately to report this.

#### **Damage after delivery:**

If damage to a product/s only becomes apparent after delivery, the customer has 48 hours to report the damage directly to Home Flair Studio. In these instances, the return/replacement of the product is at the discretion of Home Flair Studio. We are entitled to request images of the damaged products before the collection of the products. Home Flair Studio will always endeavour to solve problems with damaged items as speedily as possible. Should you require assistance, please contact us on **034 326 1093**.

#### **IMPORTANT TO NOTE:**

- Home Flair Studio cannot be held liable for any damages visible at the time of acceptance of delivery that were not indicated on the proof of receipt/delivery by the customer.
- If damage is reported after 48 hours (not sooner), it is reasonable for Home Flair Studio to determine that damage was caused post-delivery.
- If damage occurs to the product during assembly by the customer, Home Flair Studio will not be liable for the damage and will not be held liable for a return or refund.
- Where defective items are replaced, Home Flair Studio is liable for the collection and delivery costs.
- If upon inspection the product is found not to be defective, you (the customer) will be liable for all transport costs and a discretionary handling/administration fee of a minimum of 5% or R250 (Two Hundred & Fifty Rand) will be charged. The product will be returned in packaging similar to how they were received by Home Flair Studio.
- If the original packaging has been discarded it is your (the customer's) responsibility to ensure that goods are reasonably packaged and protected before being returned. Damages that occur as a result of absent or insufficient packaging/protection will carry additional charges that the customer will be liable for at Home Flair Studio's discretion.
- Quality control inspection can take up to 3 working days.
- Refunds can take up to 7 working days to process & an additional 5 working days to reflect in your (the customer's) bank account.

- Any items exchanged will be delivered to the delivery address that was stated on the original order. If the exchange address is different from the original delivery address you may be charged an additional fee for delivery. It is the customer's responsibility to inform Home Flair Studio should the exchange address be different to the original delivery address.
- If any parts of a product are found missing after delivery, you must report this to Home Flair Studio within 48 hours of receiving the item. After this 48-hour period, the return or replacement of the product or part will be at Home Flair Studio's discretion.

### **WARRANTY CLAIMS**

All our products carry a 1-year warranty unless otherwise specified (see below).

The following applies to all Warranty claims:

- 1) The original sales invoice or other proof of purchase is required for all warranty claims.
- 2) Warranties cover factory faults or defects only. NO damages caused by wear and tear, negligence, abuse, accident or causes unrelated to defective materials or workmanship are covered.
- 3) Warranties cannot be claimed where the product has been altered in any way from its original state.
- 4) Warranties apply for domestic use only. Products used for commercial use are NOT covered unless specifically stated on the invoice.

If within 1 year after delivery, you find that the product is defective/faulty, unsuitable for the purpose for which it was indicated in the product description (or otherwise generally intended), not legal or not reasonably durable (based on circumstances and product type), Home Flair Studio is entitled to repair or replace the defective/faulty part (if available) or repair or replace the whole product (if available). Should Home Flair Studio not be able to repair or replace the product, you are entitled to a credit or a refund. We are entitled to request images of the damaged products before any of the above takes place.

For warranty claims please email us at [info@homeflairnewcastle.co.za](mailto:info@homeflairnewcastle.co.za) with a description of your problem and your original order number. Please note you will be required to supply pictures of the items that are defective. Once submitted, we will review the request within 72 hours and will contact you to make any necessary arrangements. Should you require assistance, please contact us on **034 326 1093**.

### **IMPORTANT TO NOTE:**

- Refund, repair or replacement will depend on various factors as detailed in our refund policy. These include the condition of the item and the duration of use.
- Replacement products fall under the warranty period of the initial purchase date.
- We will NOT refund or replace a product where in our reasonable opinion the product has, following the sale to you, become of unacceptable quality due to fair wear and tear, misuse, failure to use in accordance with manufacturer's instructions, used in an abnormal way or failure to take reasonable care of the product. In this case, you (the customer) will be liable for all transport costs and a discretionary handling/administration fee of a minimum of 5% or R250 (Two Hundred & Fifty Rand) will be charged. The product will be returned in packaging similar to how they were received by Home Flair Studio.
- If the product is inspected and found NOT to be defective, you (the customer) will be liable for all transport costs and a handling/administration fee of 5% with a minimum of R250 (Two

Hundred & Fifty Rand) will be charged. The product will be returned in packaging similar to how they were received by Home Flair Studio.

- If the original packaging has been discarded it is your (the customers) responsibility to ensure that goods are reasonably packaged and protected before being returned. Damages that occur as a result of absent or insufficient packaging/protection will carry charges to you (the customer) at Home Flair Studio's discretion.
- No refunds will be processed on goods older than 6 months. Only repair, replacement or store credit will apply.
- Quality control inspection can take up to 3 working days.
- Refunds can take up to 7 working days to process & an additional 5 working days to reflect in your (the customer's) bank account.

#### **DEFECTIVE GOODS – One Year Guarantee**

- If during the **first 6 months** after your purchase, you discover that your goods are defective or faulty, please contact Home Flair Studio store. We will collect the goods at our expense and at your election, repair or replace the goods or refund you. This is in line with the first 6-month statutory warranty period in terms of the Consumer Protection Act of 2008 (the CPA).
- If a defect is discovered **after the first 6-month** statutory warranty period but within the **1-year manufacturer's guarantee period**. We will collect the goods and have them technically assessed to determine whether the goods can be repaired or replaced. For large items, we may arrange for the assessment to take place at your home. This is in line with the second 6-month statutory warranty period in terms of the Consumer Protection Act.

#### **SPECIAL ORDER GOODS**

In accordance with Section 42 of the Electronic Communications and Transactions Act, the 7 day return/ refund policy is not applicable to customer made/ special order goods. In the event that a special order is cancelled we reserve the right to levy a reasonable cancellation penalty based on costs incurred by Home Flair Studio at the time of cancellation.

Please note that all special order items are non-refundable. Special order items are defined as, products that are not part of our regular stock, including those that are customised in colour, design, or other specifications. Once an order for a special item is placed, it cannot be cancelled or returned for a refund. By placing a special order, you acknowledge and accept these terms.

Once Special Order Payment Plan is fully paid and goods are ready to be delivered, delivery must take place within 30 days after payment plan completion date. Thereafter a **R200 per week storage fee** will be charged.

#### **SHOWROOM FLOOR PURCHASE**

Please note that any stock purchased **off the showroom floor**, including sale or discontinued items, is sold **as is** and is subject to our standard terms and conditions. **No returns, refunds, or exchanges** will be accepted on these items.

#### **ERRORS AND OMISSIONS EXCEPTED (E&OE)**

While every care is exercised, Home Flair Studio shall not be liable for errors on this website (homeflairstudio.co.za); including the mis-positioning of any advertisement or the wrong pricing of products. Should a case such as this occur, Home Flair Studio has the right to amend the error without effect. Customers who view an incorrect ad or price do not have the right to make any claim.

## **LEATHER GOODS**

Please take careful note that leather is a skin and carries natural inherent characteristics which are normally associated with a product of this nature. Variations in colour, shade and tone can be expected. Tick bite marks, scratches and scars do occur on genuine leather and due to the natural elasticity of hides, leather will stretch with use. These features enhance the unique character of the leather goods. Home Flair Studio will not accept any claims for these inherent characteristics.

To keep it clean wipe with a clean, nonabrasive, warm, damp cloth. **DO NOT** use solvent or lemon/acid based cleaners on your suite as this will cause permanent damage or staining. If not cleaned for lengthy periods, salt and body oils that occur naturally in human skin can damage the surface of the leather. As with any skin, leather needs a nourishing conditioner in order to remain soft and supple. We recommend that your suite is cleaned every two to three months with specialized cleaning and conditioning products. We look forward to a lasting relationship with customers, where you will feel free to enquire about how best to care for and enjoy your newest home investment. Leather stretches up to 10%, especially pull up leather and the High-density foam will compress up to a max 20% overtime with usage.

Please take further note that allowance must be made for a percentage of foam compression in the lounge suite seats, which can occur over time.

\*This policy does not exclude any other rights that you may have.