

# Dyson.co.uk: terms of sale.

This page, together with the documents expressly referred to on it, tells you information about us and the legal terms and conditions (Terms) on which we sell any of the products (Products) listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in them.

You will be asked to confirm your acceptance of these Terms before being able to place an order. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms, or save them to your computer, for future reference.

## 1. Information about us

1.1 We operate the website [www.dyson.co.uk](http://www.dyson.co.uk). We are Dyson Limited, a company registered in England and Wales under company number 2627406 and with our registered office at Tetbury Hill, Malmesbury, Wiltshire, SN16 0RP which is also our main trading address. Our VAT number is 736734610.

1.2 To contact us, please see our [Contact us page](#).

## 2. Our Products

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Products. Your Products may vary slightly from those images.

2.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 2% tolerance.

2.3 The packaging of the Products may vary from that shown on images on our site.

2.4 All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order.

## 3. Use of Our Site

3.1 Your use of our site is governed by our [Terms of Website Use](#) and [Website Acceptable Use Policy](#). Please take time to read these, as they include important terms which apply to you

## 4. How we use your personal information

4.1 We only use your personal information in accordance with our [Privacy Policy](#). Please take time to read this, as it includes important information which applies to you.

## 5. If you are a Consumer

The following clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

5.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 6. If you are a Business Customer

**The following clause 6 only applies if you are a business.**

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement, based on any statement in this Contract.

7. How the Contract is formed between You and Us

7.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

7.2 After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean your order has been accepted. Our acceptance of your order will take place as described in clause 7.3 below.

7.3 We will confirm our acceptance to you by sending you an email that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation.

7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, or because of an error in the price on our site as referred to in clause 11.5 below, we will inform you of this by email and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 8. Your Consumer Right of Return and Refund

**This clause 8 only applies if you are a consumer.**

8.1 If you are a consumer, you have the right to cancel a Contract for the period set out in clause 8.2 below. This means that during that period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. This does not affect your legal rights to cancel the Contract, advice on which is available from your local Citizens' Advice Bureau or Trading Standards Office.

8.2 Your right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 35 days in which you may cancel, starting from the day you receive the Products.

8.3 To cancel, please contact us in writing to tell us by sending an email to [askdyson@dyson.co.uk](mailto:askdyson@dyson.co.uk) or by sending a letter to us at: Dyson Limited, Tetbury Hill, Malmesbury, Wiltshire SN16 0RP. You may use the model cancellation form available to download [here](#), but it is not obligatory. You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the email or posted the letter to us.

8.4 If you exercise your right to cancel, you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case:

a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or

b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.

## 8.5 For machine returns

Our customer service team will arrange collection of your machine – free of charge.

### **For tool and accessory returns**

You must return the Products with the original packaging and the return order label to us at your expense within 14 calendar days of your notice of cancellation, ensuring that you obtain proof of posting for your own records. Note that if you fail to package the goods adequately to avoid damage in transit or fail to take reasonable care of the goods we might not be able to accept their return. Otherwise, on receipt of the goods in undamaged condition we will refund the full purchase price to the card or method you originally used for the purchase. The address for return of the goods is: Dyson Ltd, Tetbury Hill, Malmesbury, SN16 0RP.

8.6 Details of your right to cancel and an explanation of how to exercise it are provided with the Dispatch Confirmation.

8.7 As a consumer, you will always have legal rights regarding cancellation in relation to Products that are faulty or not as described. These legal rights are not affected by the Dyson product guarantee. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

## 9. Delivery

9.1 Your order will be fulfilled by the estimated delivery date (and time slot if applicable) set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

9.2 Delivery will be completed when we deliver the Products to the address you gave us. If you select Click and Collect as your delivery option, please make a note of the locations opening times, as indicated in your dispatch confirmation.

9.3 The Products will be your responsibility from the completion of delivery.

9.4 You own the Products once we have received payment in full, including all applicable delivery charges.

9.5 If you have requested that we recycle your old machine, please ensure that it is suitably packaged for collection and that a written label stating 'Dyson Ltd - SN16 0RP' is attached to the outside of the package and clearly visible. We will not be able to return your machine once it has been collected for recycling.

9.6 Please note that there are a small number of postcodes, usually in remote rural areas, to which we may not be able to deliver within the provided timescale. See the section on Delivery exceptions for more details. If you have any queries regarding your order, please contact [orderenquiries@dyson.co.uk](mailto:orderenquiries@dyson.co.uk).

9.7 We can only accept orders for delivery to addresses within the UK Mainland (including the Channel Islands, Isle of Man, Isle of Skye and Isle of Wight).

## 10. Delivery Costs

10.1 For details of delivery costs, click [here](#).

## 11. Price

11.1 The prices of the Products will be as quoted on our site from time to time. We take all reasonable care to ensure that the prices of the Products are correct at the time of publication. However, if you discover an error in the prices of the Products you ordered, please see clause 11.5 below for what happens in this event.

11.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

11.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 The price of a Product does not include any applicable delivery charges. Our delivery charges are as quoted here.

11.5 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products, we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

## 12. Payment and Pre-Order

12.1 Payment must be made by one of the following: Mastercard, Visa, Maestro, American Express or Paypal. Payment for the products and all applicable delivery charges is in advance.

12.2 If you pre-order a product, order a product that is currently out of stock, or book a delivery slot in advance, Dyson and its payment partners will authorise or reserve a charge on your card for any amount up to the full value of the goods at any time between the order being placed and the goods being delivered. If the authorisation has expired or for any reason has failed, Dyson reserves the right to re-authorise up to the full amount, either before or after dispatch of the product. In which case, we will notify you via the email address provided during checkout. If we do not receive re-authorisation from your credit card issuer, we will contact you so that you can provide us with another payment method. If in the unlikely event that the price increases from when it was originally ordered, Dyson will contact the cardholder 7 days before re-authorising the card.

## 13. Our Liability if you are a Business

**This clause 13 only applies if you are a business customer.**

13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

13.2 We do not limit in any way our liability for:

1. death or personal injury caused by our negligence;
2. defective products under of the Consumer Protection Act 1987;
3. fraud or fraudulent misrepresentation; or
4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

13.3 Subject to clause 13.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Contract for:

1. any loss of profits, sales, business or revenue;

2. loss or corruption of data, information or software;
3. loss of business opportunity;
4. loss of anticipated savings;
5. loss of goodwill; or
6. any indirect or consequential loss.

13.4 Subject to clauses 13.2 and 13.3, our total liability to you in respect of other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Products.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty that might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## 14. Our Liability if you are a Consumer

**This clause 14 only applies if you are a consumer.**

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the Contract.

14.2 We only supply the Products for domestic or private use. You agree not to use the Product for any commercial, business or resale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not in any way exclude or limit our liability for:

1. death or personal injury caused by our negligence;
2. fraud or fraudulent misrepresentation;
3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
5. defective products under the Consumer Protection Act 1987.

## 15. Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster, or failure of public or private telecommunications networks, or impossibility of the use of shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

1. we will contact you as soon as reasonably possible to notify you; and
2. fraud or fraudulent misrepresentation;
3. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## 16. Communications Between Us

16.1 When we refer in these Terms to “in writing”, this will include email.

16.2 If you are a consumer:

1. to cancel a Contract in accordance with your legal right to do so as set out in clause 8.1, please contact us in writing to tell us by sending an email to [askdyson@dyson.co.uk](mailto:askdyson@dyson.co.uk) or by sending a letter to us at: Dyson Limited, Tetbury Hill, Malmesbury, Wiltshire. SN16 0RP. You may wish to keep a copy of your cancellation notification for your own records. Your cancellation is effective from the date you sent us the email or posted the letter to us;
2. if you wish to contact us in writing for any other reason, you can send this to us by email or by pre-paid post to Dyson Limited, Tetbury Hill, Malmesbury, Wiltshire. SN16 0RP. You also contact us using our Customer Services telephone line.

16.3 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.

16.4 If you are a business:

1. any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our website.
2. a notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by e-mail, one Business Day after transmission; or, if posted on our website, immediately.
3. in proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
4. the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 17. Other important terms

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

17.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

## 18. Guarantee Details

18.1 All Dyson full size machines are covered by a 5 year guarantee, and all environmental control, lighting, Supersonic and cordless products are covered by a 2 year guarantee (terms and conditions apply).

18.2 For full details of your Dyson guarantee, click [here](#).

## 19. Dyson Price Match Promise

If within 7 days of purchase, you find the same model advertised at a lower price by Argos, Currys or John Lewis in the UK, we'll refund the difference.

Just contact our Customer Service team on 0800 298 0298.

- Product must be the exact same model as appears in a Dyson Demo store or on Dyson.co.uk and be in stock with a qualifying retailer.
- Proof of advertised price by a qualifying UK retailer is required.
- Qualifying retailers are: John Lewis, Currys and Argos.
- Promise does not apply if your purchase is part of a bundle or collection that can also be purchased individually at full price.
- Refunds will be processed by our Customer Service team within 5 working days.

Product advertised must be new and in its original packaging. Promise does not apply if the product is reconditioned, refurbished, used, damaged, returned, open box or a demonstrator product.

# Dyson guarantee: terms and conditions.

- When does the guarantee become effective?
- Where is the Dyson guarantee valid?
- Are Dyson guarantees transferable?
- What isn't covered by a Dyson guarantee?
- What are the terms and conditions of the guarantee?
- What does a Dyson guarantee cover?

## What does a Dyson guarantee cover?

A Dyson guarantee covers the repair or replacement (at Dyson's discretion) of your Dyson machine if it is found to be defective due to faulty materials or workmanship within the guarantee period.

If any part is no longer available (e.g. particular colour variations), Dyson will replace it with a functional replacement part.

Your statutory rights are not affected by this guarantee.

## What isn't covered by a Dyson guarantee?

Dyson machines are engineered and constructed for continual high performance in normal domestic settings. If a Dyson machine is used in the way it's intended and it breaks down within the guarantee period, it's our responsibility to repair or replace it.

There are, however, some circumstances in which a Dyson guarantee doesn't cover the repair or replacement of a machine. These aren't hidden in the small print. Here's what isn't covered:

- Normal wear and tear, including parts that might wear out over time (e.g. fuse, belt, brush bar, batteries, filters etc.).
- Accidental damage
- Damage as a result of use not in accordance with the rating plate.
- Damage caused by not carrying out the recommended appliance maintenance.
- Removal of blockages. If your machine becomes blocked, please refer to the Dyson Operating Manual for details of how to unblock it. If you are unsure, our customer support helpline is free to call on 0800 298 0298. A Dyson expert will talk you through what to do.
- Damage from external sources such as transit, weather, electrical outages or power surges.
- Failures caused by circumstances outside of Dyson's control.
- Faults caused by:
  - Negligent use, misuse, neglect or careless operation of the machine;
  - Use of the vacuum cleaner which is not in accordance with the Dyson Operating Manual;
  - Use of a Dyson machine for anything other than normal domestic household purposes in the country in which it was purchased.
  - Use of parts not assembled or installed in accordance with the instructions of Dyson.
  - Use of parts and accessories which are not Dyson Genuine Components. A full range of genuine Dyson spares and accessories for all Dyson machines is available at [www.dyson.co.uk/spares](http://www.dyson.co.uk/spares).
  - Faulty assembly or installation (except where carried out by Dyson).
  - Repairs or alterations carried out by parties other than Dyson or its authorised agents.

If you have any questions about what a Dyson guarantee covers, we'll be happy to help. You can call us free on 0800 298 0298.



## What are the terms and conditions of the guarantee?

The terms and conditions of a Dyson guarantee are as follows:

- The guarantee becomes effective at the date of purchase (or the date of delivery if this is later).
- You must provide proof of delivery / purchase before any work can be carried out on your machine under the guarantee. Please note that without this proof any work carried out will be chargeable. Please keep your purchase receipt or delivery note.
- All work will be carried out by Dyson or its authorised agents.
- Any parts which are replaced will become the property of Dyson.
- The repair or replacement of your machine under guarantee will not extend the period of the guarantee.
- The guarantee provides benefits which are additional to and do not affect your statutory rights as a consumer.

If you have any questions, you can call us free on 0800 298 0298.

## When does the guarantee become effective?

A Dyson guarantee becomes effective on the date of purchase or delivery of your machine, whichever is later.

## Where is the Dyson guarantee valid?

- Where this machine is sold outside of the EU, this guarantee will only be valid if the appliance is used in the country in which it was sold.
- Where this machine is sold within the EU, this guarantee will only be valid (i) if the appliance is used in the country in which it was sold or (ii) if the appliance is used in Austria, Belgium, France, Germany, Ireland, Italy, Netherlands, Spain or the United Kingdom and the same model as this appliance is sold at the same voltage rating in the relevant country.

If you take your machine abroad the guarantee may be invalidated. However, we will do our best to help you in your new country of residence.

If you need any advice, please call us free on 0800 298 0298.

## Are Dyson guarantees transferable?

Dyson guarantees are transferable with the machine, provided the original proof of purchase from a recognised retailer is supplied, together with evidence of any change of ownership of the machine, confirming that the machine was in good working order when the change of ownership took place.