

FloorsMK Terms and Conditions of Sale

General

These terms and conditions form the contract between us for the supply of goods and services ordered by you, and as described on your sales invoice, and will come into effect upon your order confirmation.

Installation Requirements

You agree that the rooms to be installed with flooring are empty and free from furnishings, this includes but is not limited to; pictures, paintings or any other wall mounted items such as clocks, also any ornaments, cd's, electrical equipment, beds, sofas, chairs, footstalls, rugs or any other valuable items must be removed. You agree that we cannot be held responsible for any damage to items left in the room prior to installation. Any items left in the room by prior arrangement with us does not automatically become our responsibility and we will not be held responsible for any damage to such items. In addition to the above any wall mounted items in your home that are not correctly affixed to adjacent walls or ceilings, whether or not they are in the same room will not be our responsibility. Please note that we will not move pianos or any other heavy item of furniture that could cause danger or injury to our staff. Any electrical appliances or plumbed in appliances must be unplugged or un-plumbed by you or a competent person prior to our arrival as we are unable to do this for you without falling foul of health & safety regulations. We may cancel or abort an installation, or levy a charge, if any of the above requirements are not met without prior arrangement.

On the day of installation we expect to be able to enter the property with 15 minutes of arrival, after which time a cancellation charge of up to £150 plus VAT may become payable in such event.

The Price and the Payment

The price of the goods is set out on the sales invoice. The purchase price of the goods, or an equivalent deposit, must be paid before the goods can be ordered or released or delivered to you. The cost of labour and / or installation must be paid for on completion of the work using the methods detailed on your invoice or accompanied with it. We cannot open credit facilities or accept late payment. Accounts that remain outstanding will incur additional charges and may be passed on to a third party collection agency to recover the full amount plus costs. Labour charges that are to be paid direct to the installer must be done so as agreed, and on time. We reserve the right to pay sub contractors on behalf of clients that do not pay on time and in these circumstances the relevant VAT will be added to the total amount owing to the contractor.

We do not accept personal cheques as payment for goods. However, we may accept cheques for goods prior to ordering and this will incur a charge of 2.5% plus VAT to cover our processing fees. Any cheque given by you to us in payment shall not be treated as payment until the cheque has cleared in our account. Payments can be made via our online payment provider, or paypal, but any payment using your card will attract a surcharge of 2.5% plus vat.

The cost of any installation is not included within the price of the goods or flooring, unless specifically described or itemised and stated in the sales invoice. Any price agreed for installation does not include any door adjustments, uplifting/removing existing flooring or skirting, the moving of any furniture, removal of old carpets or flooring or any sub-floor treatments, preparation or leveling which may be required unless these items are specifically itemised and shown as separate charged entries on your sales invoice, this enables us to keep our prices low. You will acknowledge that any defects in your sub-floor which come to light after the estimate or home survey which prevent the new flooring from being installed remain your responsibility at all times. Therefore any work you instruct us to carry out in this respect, whether verbally or in writing will be charged to you in addition to the price estimated by us. All prices quoted by us will be subject to VAT at the prevailing rate.

Delays and Installation Dates

We will endeavor to meet the installation dates agreed with you. We do not guarantee such dates and delayed installation dates does not entitle you to cancel your order unless we are unable to provide an alternative date within 28 days. If this happens and as a result you do cancel in these circumstances, our only liability to you shall be to make your ordered goods available for your immediate collection. We will not be liable for any loss or damage you suffer due to any circumstances beyond our reasonable control. We will notify you once the goods are ready for collection or delivery. Storage charges of £8 per day plus VAT will become payable if you fail to collect your goods, or pay for their delivery, within 28 days after we have asked you to do so. Once storage costs have been incurred these would have to be paid for in advance of any goods being released. If you refuse to collect or accept delivery of your goods for more than more 28 days after being asked to do so, and after being given 14 days notice in writing, we will assume that the contract between us is at an end and the following will apply:

- ▲ •If you have paid for goods in full we will resell the goods at auction and pay to you the sale proceeds less the cost of storage and selling fees
- ▲ •If you have paid a deposit we will keep the deposit, resell the goods at auction and reclaim any losses arising from the sale and the cost of storage from you

The Goods

There may be slight variations in the specifications or descriptions of the goods but such variations will not significantly affect the quality or fitness for the purpose of the goods. Please note that all goods are ordered on your behalf on your instruction and therefore any items that are subsequently ordered upon your instruction cannot be returned unless faulty or deemed to defective by the manufacturer, in such instances please see our complaints procedure. It is therefore essential that you have carefully selected the items within your order and that any colours, textures, grades, type or quality have been given careful consideration. Natural products may have colour variations that make the product appear different from the samples you may have seen. This is NOT a defect and no refund will be given once products have been ordered on your behalf. If goods are rejected without our approval you may lose any money paid as we will be unable to return them to our suppliers. In any event any costs incurred by us from our supplier in relation to returned or rejected goods will be passed on to you.

Cancellation

You may only cancel your order if we fail to deliver the goods. If you wrongfully cancel your order or installation, we may keep any deposit you have paid and you must pay us for any losses and costs we suffer because of your cancellation, please see above "Installation Dates" for more details. You cannot cancel your order or installation after delivery or collection of goods. We may cancel your order if we are unable to supply the goods due to any cause beyond our reasonable control. In this event our only liability to you shall be to refund any deposit or advance payment made by you. We do not pay compensation of any kind.

Complaints

Any complaint you might have regarding the goods should be made promptly to us using the various communication channels made available to you. If we accept your complaint that the goods are defective we will either replace the goods or give you a full refund. Our decision to accept your complaint may depend on the manufacturer, in which case we must allow them to investigate the matter prior to making a final decision, this may take time which is beyond our reasonable control. If you have ordered your flooring with the intention of installing it yourself or if you are employing the services of an independent fitter to carry out the installation, you must inspect the flooring and notify us of any faults or defects before you fit the products. Any claims for defective products cannot be entertained once the flooring has been installed or cut to size. If your order for goods is based upon measurements you have given to us we cannot accept responsibility for incorrect measurements or shortages.

Marketing Communications

By submitting your details (email address and mobile number) you agree to our use of your personal information as set out in the privacy statement, via electronic communication (emails, SMS, Automates voice or image). If however you do not wish to receive information about offers on products we feel may be of interest to you via post, email or SMS please advise us by email at floorsMK@gmail.com

Privacy Policy __When you place an order you will be asked to provide certain information such as your contact details. We will store this data and hold it on our computers or otherwise. We will use this data to fulfill our agreement with you. We may use information that you provide or that is obtained by is in the following manner:

- ▲ •To process and fulfill your order
- ▲ •To provide to the manufacturer your details for guarantee purposes
- ▲ •For assessment and analysis __ (e.g. market, customer and product analysis) to enable us to review, develop and improve the services which we offer and to enable us to provide you and other customers with relevant information through our marketing programme. We may use your information to make decisions about your use of computerised technology, for example automatically selecting products or services, which we think will interest you from the information we have. If you do not wish to receive information about these products and services please advise us by email at floorsMK@gmail.com

Disclosure of information

We comply with the Data Protection laws in the United Kingdom. We take all reasonable care to prevent any unauthorised access and use of your personal data. Our staff and those working for our agents and contractors maintain a responsibility to keep your information confidential and will only use it to offer relevant products and services.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS If you have any doubt about your statutory rights we suggest you contact your local Trading Standards Department or Citizens Advice Bureau.

IMPORTANT NOTICE TO CUSTOMERS

Prior to any employee or contractor of FloorsMK carrying out work at your address you must inform us if any of the following products are in the areas where the new flooring is to be installed: Asbestos or Asbestolux materials on the premises, Thermoplastic floor tiles or bath panel in the kitchen or bathroom (if applicable to the work being carried out), also any electrical cables or pipes that have been installed outside of current Health & Safety or Building regulations. Please note that in the event that you inform us of any of the above being present, we will contact the Health and Safety Officer and await further instructions prior to carrying out any work.

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