GENERAL

These are the terms and conditions upon which we provide our services to you for the supply, and if applicable, installation of flooring.

These conditions supersede all prior representations or arrangements and contain the entire agreement between the parties in connection with the products, unless otherwise stated.

None of the company's employees or agents has authority to modify or supplement these conditions. Nothing in these conditions shall restrict the normal consumer rights of a customer.

Please make sure that you read these terms carefully before you accept your estimate and make payment. These terms and conditions explain how we will provide our services to you, how you can change your order after it's been placed and what to do in the event of a problem.

Our estimate will be based on the cost of products you have chosen. Estimates are created on the basis that no additional works are required and that all necessary building work is completed ahead of your fitting appointment. If you request for your installation to take place over several days we may apply an additional fitting charge to each visit. This means your final charges will be higher than your original estimate.

Once issued our estimate will be valid for a period of 28 days.

OUR AGREEMENT WITH YOU

Unless otherwise stated our prices are inclusive of VAT at the prevailing rate. A deposit of 65% is payable at the time an order is placed, it is non-refundable once materials have been ordered.

If we are unable to fulfil the order any deposit will be refunded to you in the same manner in which it was paid. Any outstanding balance is payable by you a minimum of seven days before your fitting appointment. Time is of the essence of the contract.

In the event that cleared funds are not received for the deposit payment (for example if your card declines) we may request full payment before any installation of goods takes place.

Risk in the goods shall pass from us to you upon delivery and fitting. However, we shall retain ownership of the products until cleared payment has been received in full.

Once we have received your deposit payment a contract will be made between you and us.
The payment options available are:

- Bank Transfer
- Credit or Debit Card in our showroom
- Credit or Debit Card over the telephone
- A Secure Payment Link can be sent so you can pay out of hours by card

We accept most major cards including American Express.

YOUR ORDER

Once you have accepted our estimate and paid your deposit, we will place the order for your materials with our suppliers and organise a date for fitting.

Once we have processed your order, we are unable to make any amendments. In some circumstances our suppliers will allow us to amend an order, however an administration fee will be charged which varies by supplier.

As your flooring is made to your own bespoke specification, we are not able to accept a return and refund your payment once and order has been processed.

Please be aware that samples should only be used as a guide to the colour of a particular floor. An exact match to the sample you have viewed can't be guaranteed and you will be unable to reject the products or claim compensation for variations between the sample and product we supply.

Colour reproduction may vary across batches of carpet. Carpets are matched back to the master sample to ensure that colour remains within a commercial tolerance. Carpets varying in width (4m and 5m) may vary in colour as they may be from different batches. Carpets that are identical but laid with the pile travelling in different directions may appear not to match. Wood products are an organic material and are subject to natural variance.

For customers ordering goods on a supply only basis we have a strict no returns policy. Payment is required in full at the time of the order and it is your responsibility to check your order prior to payment.

When calculating product quantities an allowance is made for wastage which is an essential requirement of floor fitting. All products are ordered specifically for each customer and any leftover product is to be retained by you and can't be returned for a refund.

FITTING

When we schedule the appointment for the installation of your flooring, we are only able to provide a general guide with regard to the time your fitter may arrive. Our fitting team is booked in advance so if it becomes necessary to reschedule your fitting appointment, please bear in mind that the new date will not necessarily be available within a few days and that additional charges may apply.

On the day of fitting you can contact us if you'd like a more accurate time for the arrival of your fitter. Before the fitter arrives, there are a number of things that you will need to do:

- Move all objects out of the areas for installation.
- Ensure there is someone over the age of 18 at the property to allow access for the fitter. If you are unable to be present the person allowing access will be assumed to have delegated authority on your behalf and able to provide instructions to the fitters.
- If parking permissions or permits are required, you will need to organise these in advance of the fitting appointment at your own cost. If you don't provide the relevant parking permissions or permits and we are unable to park at your property, then this will result in your fitting being cancelled and it will need to be rebooked. Additional charges will apply in this case.
- The fitting area must be easily accessible with unrestricted access. If you are unable to provide unrestricted access to the fitting area, then this will result in your fitting being cancelled and it will need to be rebooked. Additional charges will apply in this case.
- Your rooms should be free from furniture to allow fitting to take place. If you have booked our fitters to help with moving your furniture, then please remember that our fitter will only move empty furniture. For example, wardrobes must be empty, drawers should be empty or removed.
- Our fitters are unable to move high value items and these must be removed by you in advance of our fitter arriving. In addition we are unable to move: Aquariums and fish tanks, antiques, antique furniture and paintings, decorations and ornaments, personal items, freestanding baths, four poster beds, grandfather clocks (and similar), gym equipment, pianos, stair lifts, electrical goods, televisions, computers, burglar alarms and sensors and anything requiring two people to move it, unless you have booked this in advance. All items are moved at your risk. If we are unable to fit your flooring due to the fitting area containing items which can't be moved, then this will result in your fitting being

cancelled and it will need to be rebooked. Additional charges will apply in this case.

- Our fitters can move disconnected and unplumbed white and electrical goods. Fitters will not disconnect or reconnect items nor deal with plumbing or pipework.

On the day of fitting, we will contact you if there is a delay in our arrival. If our fitters arrive and there is nobody present at the property then we will wait for up to fifteen minutes. If nobody arrives to allow access to the fitting area then this will result in your fitting being cancelled and it will need to be rebooked. Additional charges will apply in this case.

We always recommend purchasing new underlay in addition to your flooring. If you don't purchase new underlay this may effect the performance of your flooring and will invalidate our fitting guarantee.

You are responsible for the disposal of all off cuts and rubbish resulting from the fitting of your flooring. If you have chosen to have your fitter uplift your old floor and dispose of it, we will remove the old flooring as well as any off cuts and packaging left over from your new flooring, and dispose of it all in an approved environmentally friendly way.

If you have decided not to use us to uplift your existing flooring you'll need to make sure that you have removed old flooring and cleaned the area prior to your fitting appointment. If you fail to remove old flooring prior to your appointment, then your fitting appointment may be cancelled and will need to be rebooked which will incur an additional charge. Our fitters can't dispose of flooring which has not been uplifted by them.

If the fitter discovers a moth infestation in your existing carpet, they won't be able to uplift and remove it as this may cross contaminate your new flooring or other products on our van.

If you have chosen to have our fitter trim any doors to allow for clearance, please remember that we can't trim fire doors, hollow doors, front doors or any door which leads to the outside of your property. These will need trimming by a specialist carpenter, this is not a service provided by us.

If you have not opted for our fitter to trim doors the fitter may remove doors to allow for fitting and will leave them ready for your appointed carpenter to carry out the required works and rehang them. We are unable to remove fire doors so you will need to make arrangements before the fitting date so that we can complete your work.

If you have chosen to have our fitter adjust your plinths then please ensure there is adequate access and that they may be removed easily. If plinths are screwed in, then the fixings must be easily accessible and if they contain any low voltage electrical lighting then this must be able to be disconnected easily.

Our fitters are unable to trim plinths if they contain 240v lighting unless you have removed this prior to their visit.

If you have been decorating prior to the installation of your new flooring you must ensure that any painted areas are fully dry, minimum period one week, a plumber has disconnected any radiators if needed, a carpenter has removed any fire doors if required and that beading between the skirting board and your existing floor has been removed.

You are responsible for securing all electrical wires and cables prior to the fitter arriving. This includes but is not limited to telephone wires, alarm wires, speaker cables, ethernet cables etc. It is your responsibility to make the fitter aware of any wires or cables which may be situated in the area where flooring is being fitted. We will not be responsible for any damage to wires or cables where the fitter was not made aware of their existence prior to the commencement of fitting.

It is your responsibility to make the fitter aware of any pipework in the area where flooring is being fitted. We will not be responsible for any damage to pipework where the fitter was not made aware of its existence prior to the commencement of fitting.

Unless you have asked us to undertake this service it is your responsibility to ensure your sub-flooring is not defective and is suitable for our fitters to lay your new flooring on.

We may have to carry out a moisture level test to see whether a damp proof membrane is necessary and that your moisture levels are suitable for fitting. If a return visit is required additional charges may apply.

If you have installed a new underfloor heating system, then allow a minimum of fourteen days prior to installation to fully test it and ensure it does not reach a temperature of more than 27 degrees centigrade. Additionally, the heating system should be switched off seventy two hours prior to the installation of your new flooring.

GUARANTEE

We will guarantee our fitting of all carpets for the life of the carpet giving you complete peace of mind that every aspect of your fitting has been completed correctly. If at any time you are not satisfied with the fitting of your carpet then please let us know immediately. Where you have notified us of an issue we will carry out an investigation. If necessary you will allow us or other trade professionals access to your property in order to investigate the problem.

For your peace on mind laminate, wood and LVT floorings come with our Four Seasons warranty on fitting, Four Seasons is defined as twelve months from the original date of fitting. If at any time you are not satisfied with the fitting of your carpet then please let us know immediately. Where you have notified us of an

issue we will carry out an investigation. If necessary you will allow us or other trade professionals access to your property in order to investigate the problem.

Where our investigation concludes that there is a genuine issue with the fitting of your flooring then we will arrange for remedial work to be carried out. If for any reason resolving the issue isn't possible then we'll refund to you the amount you paid for fitting or a fair and reasonable proportion of the original fitting cost.

Our guarantee can't be passed to any third party and can only be claimed by you.

Some of our flooring has extended manufacturer warranty. Where you have made a claim under the manufacturer warranty we will charge for the re-installation of a faulty product.

Our guarantee will not cover situations where you have failed to comply with our instructions or guidance given by the fitter or us in relation to works, whether those instructions were verbal or in writing. It does not cover situations where products have been subject to misuse or neglect or where damage is due to normal wear and tear.

We won't cover situations where the products have been tampered with by anyone other than a fitter approved by us or another third-party installer approved by us. It also does not cover supply only orders where the installation has not been done by one of our fitters.

We can't cover instances where our fitter has had to cut or join flooring for fitting purposes, for example where your fitting area is large, and our fitter has joined pieces of carpet together to create seams.

If you think there is a manufacturing defect in your flooring, you must notify us immediately. We will carry out an investigation and you must allow us access to your property to do this. If we establish that there is a manufacturing defect, we will remedy it in one of the following ways:

If the defect arises within 6 months of the fitting, we will repair or replace the product.

If the manufacturing defect arises after six months of the product being fitted you will need to provide evidence to prove that this was a manufacturing defect.

DAMAGE

Where there is damage to the product or your property caused by our fitters, and that damage is minor and that damage is caused in the ordinary course of business, including such things as small scrapes and scuffs on walls and skirting boards, we are not liable and have no obligation to remedy the

damage. Our service doesn't include making good of any décor slightly damaged in any way during the fitting of your flooring.

If you believe there is substantial damage to your property you must notify us within twenty four hours of your fitting appointment. Where, upon our inspection, it is found that damage to your property has been caused by our fitters whilst fitting the product and that the damage is substantial and noticeable, we will either make good that damage or make a financial offer to cover that damage.

FORCE MAJEURE

We will source and fit the products within a reasonable time that's agreed with you. If any unexpected issues arise, we will contact you to discuss the best way forward, this may include a revised fitting or delivery date or in certain exceptional circumstances a cancellation of the order and full refund.

We will not be liable to you for any loss or damage if we fail to meet the original time scale because of circumstances beyond our reasonable control. We will not be liable to you for any loss of earnings you may suffer as a result of the requirement to be present whilst we deliver your product or carry out fitting

SUB-FLOOR

If we find that the surface we're fitting on isn't suitable you will be responsible for any additional costs we incur.

You should note that when a sub-floor is not completely flat, this may result in a bounce effect in flooring and we will not be held responsible for this. We will supply the goods and services under this agreement with reasonable skill and care. If you are unhappy with any aspect of our work, you should notify us within a reasonable time.

CARING FOR YOUR FLOOR

New flooring can fade where large windows or patio doors allow light into a room so we recommend curtains or blinds are used to protect against strong light.

We only recommend manufacturers own brand cleaning and care kits and these are available from the showroom Other brands can lead to inferior results and may leave harmful residues and invalidate any warranty.

You may notice some differences in appearance at the edges of your carpets or a pole or fold mark as a result of the carpet being shipped. These are common issues and will fade as the carpet settles and is vacuumed and should disappear within six weeks.

LAW

This contract is between you and us. No other person shall have any rights to enforce any of its terms and you are not allowed to transfer your guarantee to anyone else.

This contract shall be governed by and construed in accordance with the law of England. You hereby agree, for our exclusive benefit, that the English courts shall have sole jurisdiction to hear all claims or proceedings connected with the provision of the contract.

If a court finds any part of this contract illegal, the rest will continue in force. Each of the sections of these terms and conditions operate separately. If any court or relevant authority deems that any are unlawful, the remaining sections will remain in full force and effect.

COMPLAINTS POLICY

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure we are able to put things rights as soon as we can, please read our complaints procedure below and we will respond promptly to ensure complete satisfaction.

As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us on 01727 844408, or write to us at 118 London Road, St Albans, Herts, AL1 1NX or email us at SLT@123floor.co.uk We aim to respond within 2 days of receiving your complaint and where possible, will provide you with a date to remedy any issues raised.

Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted Trader we use the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction you may wish to refer your complaint to them. If you wish to do so, please contact Which? Trusted traders in the first instance on 0333 241 3209.