

# 123 Floor Limited (the Company)

## Conditions of Sale

### General

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 Companies employees or agents has authority to modify or supplement these conditions. Nothing in these conditions shall restrict the normal consumer rights of a Customer.

### Fitting

Fitting dates quoted are given in good faith but are not guaranteed. If the Companies employees or agents are asked by the Customer or their agents to move any furniture, appliance or other item to accommodate the fitting of floor covering, the Company, its employees or agents will not be held responsible for any damage caused unless by negligence. Such requests must be made to the Company and confirmed in writing at least five working days before the fitting date. If the Companies employees or agents are asked by the Customer or their agents to remove or replace any skirting board, beading or scotia, the Company and its employees or agents will not be held responsible for any damage caused unless by negligence.

### Price and Payment

Unless otherwise stated on the order confirmation our prices are inclusive of VAT. A deposit of 65% is payable at the time an order is placed to cover the cost of us purchasing materials, it is non refundable once materials have been ordered. If the Company is unable to fulfill the order any deposit will be refunded to the Customer in the same manner in which it was paid. Any outstanding balance is payable by the Customer a minimum of 7 days before fitting. Time is of the essence of the contract. The Company may charge interest at 4% over Barclays Bank plc's base rate per annum for the time being (to accrue from day to day) on any sum owed to the Company under the contract that is not paid. In the event that cleared funds are not received for the deposit payment (for example if your card declines or your cheque bounces) we may request full payment before any installation of goods takes place.

### Warranty

Flooring samples should only be used as a guide to colour matching. 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. You should note that when a sub-floor is not completely flat, this may result in a bounce effect in wooden flooring and the Company will not be held responsible for this. The Company 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. We will arrange a time when we can visit your property to examine the supplied goods and services and, if the goods and services are deemed unacceptable we will either remedy the defect in question or re-supply the defective service. We offer a lifetime warranty on the fitting of carpet, the fitting guaranty becomes void if the carpet is for some reason lifted either in part or fully and subsequently refitted.

### Force Majeure

The Company will source and fit the goods within a reasonable time that's agreed with the Customer. If any unexpected issues arise the Company will contact the Customer 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. The Company 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.

### Risk and Title

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

### Miscellaneous

The Company strongly recommends its estimators undertake a site visit before the Customer places an order.

This is to establish the correct room dimensions and whether any floor preparation is needed before confirming a contract price. If no such survey is undertaken or permitted by the Customer, the Company will not be held responsible for shortages or subsequent additional costs that may arise during installation. This also applies where doors need to be trimmed to accommodate the flooring. Door trims can only be carried out on internal doors that are solid wood. The following doors cannot be trimmed, fire doors, sliding doors, hollow doors or doors containing glass panels. All such services are chargeable. Scratch resistant does not mean scratch proof and should not be considered as such. The contract may not be assigned by the Customer without the Companies prior written consent. If any provision of the contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or, if not so permitted, shall be deemed deleted.

### Cancellation

The goods are bespoke and made to measure to your requirements. As such they fall into the category of tailor made products within the Consumer Contracts Regulations and hence you will not be able to cancel once your order is placed. This will not effect your legal rights as a consumer in relation to made to measure goods that are faulty or not as described. Notwithstanding this the Company will accept cancellation of orders provided goods have not been irrevocably ordered from our suppliers. Where stock is held for us by our suppliers, but not dispatched, we will normally be able to accept a cancellation and provide a full refund.

### Law

This contract shall be governed by and construed in accordance with the law of England. The Customer hereby agrees, for the Companies exclusive benefit, that the English courts shall have sole jurisdiction to hear all claims or proceedings connected with the provision of the contract. Customers may nevertheless bring claims in any other courts of competent jurisdiction.

### 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](mailto: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 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.