

## 1. Acceptance and Price Variations

Unless otherwise specified quotations are valid for 30 days from the date of quotation. Prices may be subject to variation after that time. We have the right to amend invoices due to unforeseen costs and /or any additional labour required.

## 2. Delivery and Commencement of Works

Schedules of delivery and commencement of works are estimates only. We shall use our best efforts to deliver at the time stated but shall not be responsible for delays caused by circumstances beyond our control. Works will be carried out by independent fitters and although recommended by Trade Floor, they are not employed through the company nor will we except any liability for unsatisfactory work carried out. Any complaints or issues must be dealt with directly with the trades person who carried out the work.

## 3. Third-Party Manufacturer's Guarantee of Goods

The Goods may come with a manufacturer's guarantee. If so, for further details, please refer to the manufacturer's guarantee provided with the Goods.

This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 4. Copyright

All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Trade Floor or otherwise used by Trade floor as permitted by law In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

## 5. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **6. Fitting**

We act as agents for independent self-employed floorcoverings installers and can arrange for one of these to deliver and/or fit your purchase under a separate agreement between you and them. We regularly assess the quality of work undertaken by our recommended floorcoverings installers and ensure they have the necessary credentials to represent Trade Floor. We retain full responsibility for the products and services we supply and the deliverer/installer is responsible for the standard and quality of, and any liability arising from, delivery and/or installation.

Fitters undertake to carry out their work with reasonable skill and care, but even with the greatest care home décor may be marked or scuffed during the fitting process. New paintwork and wallpaper is especially vulnerable and should be allowed to fully dry. A minimum of two weeks is recommended. Neither we nor any fitter undertake to carry out any redecoration, except where damage has been caused by that person's negligence.

## **7. Terms and Conditions of Payment**

In the absence of a prior written agreement to the contrary payment is required on receipt of our invoice. Failure to make payment within 7 days of the due date will result in the matter being referred to our Debt Collection Agency whose charges will be added to and payable with the invoice debt.

## **8. Title of Goods**

Risk in goods passes to the client upon delivery, but legal title remains with us so long as any sum due on account remains unpaid. The client agrees that in seeking to exercise our rights under this clause we may at any time enter the client's premises and remove our goods.

## **9. Cancellation**

We shall be entitled to suspend or cancel deliveries and/or work under any contract between the client and ourselves if payment due from the client is not made on the due date. Orders placed by the client cannot be cancelled nor may products be returned for credit.

## **10. Price Match**

If you find a high street shop offering a lower totally fitted price for a purely identical carpet, vinyl, luxury vinyl tiles or planks or laminate, underlay and accessories, with the same high level of service, just bring us the quote, we'll check it and match it - please note this does not apply to internet competitors.