

TERMS & CONDITIONS OF BUSINESS

1. CONTRACT

1.1 These terms of sale apply to all goods supplied by Flooring South West (hereinafter “the Supplier” or “Us”).

1.2 No contract exists between you (hereinafter “the Customer” or “You”) and the Supplier for the sale of any goods until the Supplier has received and accepted your order and sends you confirmation in the form of an invoice to the address you have given and the relevant deposit has been paid (see 5.2).

1.3 Once the Supplier sends the invoice and receives the deposit there is a binding legal contract between us.

1.4 Any variation to the Customer’s order once an invoice is issued must be made by the Customer and confirmed by the Supplier in writing in order to constitute an amendment to the contract.

1.5 The Supplier may change these terms of sale without notice to the Customer in relation to future sales.

2. QUOTATIONS

2.1 All quotations by the Supplier are subject to acceptance within 60 days. The Supplier reserves the right to withdraw a quotation at any time before it has been accepted by the Customer and confirmed by the provision of an invoice. No quotation issued by the supplier shall itself constitute an offer to supply goods.

2.2 Quotations are only valid if in writing and are (a) on an official quote form or (b) signed by authorised sales personnel.

3. DESCRIPTION AND PRICE OF THE GOODS

3.1 The description and price of goods as shown in the Supplier’s website is correct at the time of publication. Goods will be invoiced at the prices current at the time of order and the actual details of the goods will be detailed on your invoice. Details of any alterations from the brochure or website will be made available upon request.

3.2 The goods are subject to availability. Estimated lead times for any goods ordered will be given at the time of order. If, after invoice, any item cannot be supplied, the Supplier will inform you as soon as possible, and refund or credit you for any sum that has been paid by you or debited from your credit card for the goods.

4. CANCELLATION

4.1 The Customer has the right to cancel any order prior to collection or despatch but this must be done in writing by the Customer and in advance of the agreed delivery date.

4.2 Cancellation refunds will only be made after any costs incurred have been covered.

4.3 The Customer does not have the right to cancel the contract if the order is for goods which are subject to a special offer or discount. The Supplier will notify the Customer at the time your order is accepted if this applies.

4.4 The Supplier reserves the right to cancel the contract at any point prior to collection or despatch in the event that the goods cannot be sourced for reasons beyond the Supplier’s control or that there is an unreasonable delay on the part of the Customer in being able to accept delivery of or collect the goods.

5. PAYMENT

5.1 Payment for the goods, services and delivery charges can be made in cash, by cheque, or by Switch, Visa or Mastercard. Payment constitutes cleared funds, which in the case of a payment by cheque will normally be five (5) working days.

- 5.2 A fifty percent (50%) deposit will be required to confirm orders for all stock items. The balance of payment will be required before goods are delivered or collected. A one hundred percent (100%) deposit will be required to confirm all bespoke or made-to-measure items.
- 5.3 All goods supplied remain the property of the Supplier until paid for in full.

6. DELIVERY

- 6.1 Where required, delivery of goods within the UK can be arranged by the Supplier. The cost of delivery to the specified address will be quoted at the time that delivery is requested and will be invoiced accordingly.
- 6.2 Delivery costs assume that delivery will be to the ground floor and that adequate labour will be provided for unloading where required (see Delivery Guide separately). It is the responsibility of the Customer to inform the Supplier in advance if these conditions cannot be met. Failure to provide this information may result in the inability of the Supplier to complete the delivery at the fault of the Customer (see 6.7).
- 6.3 The delivery date for the goods will be agreed between the Customer and the Supplier in advance of delivery. Once this has been confirmed, the delivery date may be amended by the Customer without charge up to one (1) working day prior to this date. Amendment or cancellation after this time will result in the delivery cost being charged to You.
- 6.4 You or an individual authorised by You must be present to accept delivery of the goods and sign the delivery note. Absence of such a competent individual may result in the inability of the Supplier to complete the delivery at the fault of the Customer (see 6.7).
- 6.5 Signature of the Supplier's official delivery note by You or on your behalf will be deemed to be confirmation that the correct quantity of goods has been delivered and that there is no apparent damage or defect. In the case of fragile items, close inspection may be required by You or on your behalf and no subsequent claims for damage will be accepted by Us. Such fragile items will be indicated to the Customer on the invoice.
- 6.6 If unloading at a site is deemed dangerous to the driver, this may result in the inability of the Supplier to complete the delivery at the fault of the Customer (see 6.7).
- 6.7 Inability of the Supplier to complete the delivery at the fault of the Customer will result in the cost of delivery being due from You to Us for the failed delivery, and a further delivery charge being due from You to Us for any subsequent delivery.
- 6.8 The Supplier will always endeavour to fulfil estimated lead times and delivery dates, but cannot guarantee these as they are influenced by factors beyond our control. The Supplier shall not be liable for any loss or damage arising directly or indirectly from any delay in delivery.
- 6.9 Where goods are sent by commercial courier, the Supplier shall not be responsible for any delay in delivery once the goods have been despatched.

7. CLAIMS & RETURNS

- 7.1 Any claims for damaged or defective goods identified subsequent to delivery must be reported prior to installation verbally to the Supplier within two (2) working days of collection or delivery, and must then be confirmed in writing to the address shown on the Supplier's invoice within five (5) working days. A working day is any day other than weekends and UK bank or other public holiday.
- 7.2 You will be deemed to have accepted the goods if you have installed them, and no subsequent claims will be accepted by Us.**
- 7.3 In the event that goods are established to be defective, the Supplier shall at its option replace the defective goods with similar goods, or repair any defective goods.
- 7.4 The Supplier will not be liable for any loss of profits or loss of business or any indirect or consequential loss caused by a shortfall in the quantity of, damage to or defect in the goods delivered. The Supplier will not accept any liability in respect of lost working time or the cost of third party contractors.

7.5 Undamaged non-timber goods which are stock items may be returned within four (4) weeks of delivery with proof of purchase and will be credited, subject to a twenty percent (20%) re-stocking charge. Undamaged non bespoke timber goods may be accepted for return within seventy-two (72) hours of delivery with proof of purchase, and will be credited subject to a twenty percent (20%) re-stocking charge. The Supplier reserves the right to refuse discontinued, opened or damaged items.

8. GENERAL

8.1 Timber is a material which is affected by changes in temperature and humidity. All due care is taken to ensure that wood products are supplied at the correct level of humidity for their purpose, and a Certificate of Average Humidity can be provided at the time of supply upon request. Natural movement will occur with seasonal changes in temperature and humidity, and this will not be considered to be a fault in the goods.

8.2 The Supplier does not accept responsibility for movement, distortion, warping or swelling caused in the goods by their exposure to unreasonable changes in temperature and humidity. This shall include, but shall not be limited to, the introduction of heating (underfloor or otherwise) to a room for the first time after the introduction of timber products, failure to properly acclimatise timber products, the presence of damp, leaks or flooding, and the storage of the goods in damp conditions. The Supplier does not accept responsibility for the performance of the goods in the event that they are stored or installed in a manner contrary to its published recommendations as detailed in the Supplier's brochure and technical publications.

8.3 Timber is a material whose natural variation in colour and grain is an intrinsic characteristic and is not considered a fault in the goods.

9. FITTING

9.1 The Supplier excludes any responsibility for recommending independent fitters. Where the Supplier does not invoice fitting services, the contract is considered to be between the Customer and the fitter, and should there be any dispute as to the quality of the workmanship this must be between the Customer and the fitter, not the Supplier.

9.2 The Supplier will only be liable for verbal installation advice or recommendation given by its employees or representatives if confirmed in writing by the Supplier and if specific to a particular location.

9.3 Independent fitters who install the Supplier's products contrary to the recommendations included in its brochure and technical publications, manufacturer's fitting recommendations or British Standards, do so at their own risk, and the Supplier excludes any responsibility for any related product failure.

10. APPLICABLE LAW

10.1 These terms of sale and the supply of the goods will be subject to the law of England and Wales, and the courts of England and Wales will have jurisdiction in respect of any dispute arising from the contract.