

Terms and Conditions

For Charles Huntington Flooring

Definitions

In this document the following words shall have the following meanings:-

“Buyer” means the organisation or person who buys the Goods.

“Seller” means Charles Huntington Flooring.

“Goods” means the articles to be supplied to the Buyer by the Seller.

“Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

General

These Terms and Conditions shall apply to the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

Price and Payment

The price shall be the agreed price as quoted unless agreed in writing between the parties.

The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2.5 per cent per month above the base rate of the National Westminster Bank.

Risk

Risk in the Goods shall pass to the Buyer upon receipt of the Goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside its collection, whichever happens first.

Title

Title of the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

Return or Cancelled Orders

It may not be possible to cancel orders once the carpet or flooring has been cut by the manufacturer.

The Seller will not take back any Goods not required or sold by the Buyer, unless otherwise agreed, in which case the following terms apply:

Any returns must be authorised by a representative of the Seller before any credit will be given.

Credit of amounts due or paid in will only be given for goods that are in saleable condition.

The Seller may charge a re-stocking surcharge, this will be agreed in writing prior to Buyers return of Goods.

The Seller will not accept any returns or cancellations of bespoke/special orders, these are items not listed in the Sellers current Publication List.

Limitation of Liability

The Seller shall not be liable for any loss or damage suffered by the Buyer in excess of the contract price.

Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

The Seller will not be responsible for any of the following:

Cleaning/general maintenance of said goods.

Additional installation costs/visits relating to delays by the Buyer for areas not ready for installation on the agreed fitting dates.

Additional costs relating to delays by the Seller suppliers due delivery, manufacturing etc.

Delivery delays by third party carriers of said goods.

Product fading of said goods.

Weave, texture or colour variations between samples and ordered goods.

Pile reversal which is a phenomenon that can affect any cut pile or velvet carpet

Damage during delivery, unloading and storage of said goods.

Moth or insect infestation of said goods.

Any other circumstances the Seller has no control over.

Any other circumstances resulting from Buyers negligence.

General Information

The Seller can provide advice which can aid the Buyer to decide the most suitable products/services for them, the Seller will not accept any liability as they may not have been given all aspects of on-site conditions. It is the Buyers responsibility to ensure the products/services are suitable for their conditions.

The Seller has the right to alter prices, colours, texture of weaves without any prior notice.

The Seller has the right to discontinue products and colours at any time without any prior notice.

The Sellers employees/sub-contractors do not have the authority to present the wear life expectancy of any products or suitability of purpose/site conditions.

The Seller is unable to remove and dispose of waste that is wet through as a result of being stored outside and exposed to the elements.

Moving of Furniture/Household Items

The Seller will move (where agreed) any larger items of furniture, these must be emptied of all smaller items prior to installation. All small lights, ornaments, side tables, toys, books etc. must be cleared and stored in rooms such as bathrooms that are not being installed. Additional labour costs may be applied. The Seller will not be held responsible for any damage caused to furniture that the Buyer has requested to be moved.

Larger heavier items such as self-assembly furniture must be dismantled prior to installation, the Seller cannot accept any responsibility of items such as these (or similar) if they are left in the rooms for the fitters to move.

Electrical Equipment

All electrical items must be disconnected and removed prior to installation, the Seller will not be responsible for any faults in productivity after installation.

Decoration

Skirtings, particularly when freshly painted may require some touching up after fitting of flooring especially with Sisal products which can cause cracking.

Walls and skirting may be marked/scuffed during installation due to moving of furniture or carpets being large and heavy especially in confined spaces.

During installation of stair runners, it is possible that cracking to the paintwork may occur as a result of the vibration caused by the fitting process and paint may have to be touched up after the work has been carried out.

Particularly in old or recently refurbished properties, banging down gripper in upstairs rooms may affect plaster in rooms downstairs. We can accept no responsibility for damage caused in this way to the Buyers property or neighbours' property. Sound plaster will not be affected by the work.

The Seller will not be responsible for any costs relating to this.

Subfloors

All subfloors must be in a suitable condition to accept the specified materials, they must be fully reinstated, levelled and secured by your appointed contractors prior to installation. If the subfloor is covered by existing flooring it may not be possible to inspect fully, therefore if, after removing the existing flooring covering, extra work is required there may be additional charges.

Any return visits required due to areas not being ready for installation relating to subfloors will be charged as extra

Smoothing of Floors

When fitting Amtico, Project Flooring, Karndean and all fully adhered vinyls, the floor will be smoothed with latex screed to take out as much unevenness as possible. It will not be possible to make the floor completely even, level or flat as it is a smoothing compound and will follow the existing sub floor. Contours of the subfloor will be visible, particularly with plain flooring and under certain light.

The Seller will not be responsible for any future damage to carpets caused by uneven subfloors.

Underfloor Services

All cables and pipework underneath subfloors should be a minimum of 3cm underneath the surface to ensure they are not damaged by nails or other fixings during the installation process.

It is the Buyers responsibility to ensure any concerns relating to areas of services are highlighted to the fitters before installation commences.

The Buyer should advise at the point of order if under floor heating is being installed under new flooring.

Alarm cables are very sensitive, we do not recommend installing carpets over these services, we understand this needs to be undertaken on occasions so our fitters are extremely careful in these circumstances.

Computers, audio and TV's must be disconnected prior to fitting if they need to be moved. The Seller is unable to install carpets over live electrical cables, these must be re-routed in accordance with building regulations.

The Seller cannot be responsible for any damage as a result of the above.

Wood Flooring

Wood is a natural material and can move in response to changes in heat and humidity. During this process small gaps may appear between the boards. This is a natural feature of timber flooring. Wood samples are representations of the product, the actual floor may vary in colour.

Engineered wood, when installed, on underlay (floated method) is liable to creek and bounce in places, due to the nature of the installation.

Tiled Floors

Tilers should leave a straight finished edge in doorways to enable us to fit up to.

Samples

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly in weave and colour as a result of the manufacturing/dying process.

Where a description of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a description is representative in nature and the order may differ slightly as a result of the manufacturing process, these will be within commercial tolerances, (e.g. width, colour).

Re-stretch

If a carpet requires re-stretching, this will be carried out free of charge up to one year from the date of fitting.

Changes after Survey

The Buyer must notify the Seller of any changes to site after visit to quote. Changes to the level in adjoining areas may necessitate different accessories. Any additional materials or labour required may be chargeable.

Payment Terms

The Seller requires 40% deposit with order (unless specified differently on quotation). This can be paid by bank transfer or credit card.

Balance payments must be made within 24 hours of completed works.

Orders

The Buyer accepts all of the Sellers Terms and Conditions of Sale of Goods when placing an order.

Should the Buyer have delays on site the Seller will invoice all materials and require payment in full within 24 hours. We will store all materials free of charge for three months.

Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.