Flooring Terms and Conditions:

General

The “goods” mean any article of service purchased from the company. The “buyer” means the person, firm or company with whom the contract is made by the company for the sale of goods or service carried out thereof. The “contract” means these conditions of sale. The “company” will be known as Furniture Plus (Anglia) Ltd.

These conditions shall be deemed to be incorporated in all contracts of the company

The goods remain the property of the company until payment is made on all sums due (including interest and charges thereon) under all contracts between the buyer and the company

Before title has passed under the terms of clause (i) the following shall apply:

The company is hereby licensed to enter upon any premises in the ownership or possession and control of the buyer at any time in order to recover the company’s goods. The buyer will assist and allow the company to repossess the goods as aforesaid and for this purpose admit or procure the admission of the company or its employees and agent’s to the premises in which the goods are situated. The company will have the right to resell such good’s, such right being addition to any power of sale arising by operation of law or otherwise.

Payments/returns

Payments are taken in full at time of order for the full cost of the products, payment for fitting services are to be paid direct to the self- employed fitters unless stated different on invoice.

As a consumer you also have the right to cancel the contract at any time up to seven days after the date your order is placed

This right does NOT apply to products specifically made to your specifications and this includes floor coverings, which have been cut from a roll to your specific order also including floor and wall tiles, wood, laminate and luxury vinyl tile products ordered (these products are non-returnable once delivered). If the goods are excluded from your right to cancel (see previous paragraph) we will find out whether or not they have already been cut to your specifications or dispatched, and if not we will accept a cancellation of your order and refund your money with the deduction of a minimum 15% of the total invoice value and a further 5% of the total invoice value may be deducted for administration purposes. If, however the product has been prepared for you/or a special order we will only accept cancellation if we may deduct a minimum of 50% of the total purchase price from the refund we issue to you to cover the losses we will incur, and a further 5% of the total invoice value may be deducted for administration purposes. When your goods have been delivered you have a reasonable opportunity to make sure that they are the goods you ordered and to check for damage/shortage. If goods are incorrect/damaged/shortage if you cut into, fit or use them they are non-returnable (other than to check whether or not they are the right goods). You should retain the packaging so that this can be reused, if possible, for their return. We require notification within 5 working days after delivery/collection for us to process your claim successfully. You will be responsible for the condition of the goods and for their reasonable care whilst they are in your possession. Your statutory rights are not affected.

Fitting (Floorcoverings)

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. Estimates as to delivery and/or installation dates are given in good faith but are only estimates and they are not guaranteed times and should not be relied upon as such. 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. Where products are to be fitted to stairs, hallway and landing areas, an additional charge may be made to reflect the additional fitting work involved in these areas. These charges may be payable to the company or the contractor. The charges quoted are for the goods shown on the order only. If you require additional fitting services these can be agreed with the fitter in advance and quoted for separately. Fitting appointments are made in good faith but the exact arrival and duration times cannot be guaranteed due to the nature and unpredictability of the work involved. We cannot accept liability for delayed arrival, but you can be assured that the fitters will complete your work even if it exceeds the expected time allocation. 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 time by the buyer to fully dry before any installation/fitting (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. Doors may need to be trimmed to allow clearance. This is not part of the fitting work unless this has been specifically agreed. Fitters may remove doors to facilitate fitting and ready for you or your appointed carpenter to carry out the trimming and re-hanging.

In the event there are any items such as white goods(cookers, fridges etc.) or furniture items that need moving for the floor coverings to be fitted underneath, it is the sole responsibility of the customer to do this in advance of fitting. If we are instructed to move white goods/furniture we do so at the customers own risk and are not liable if any damaged is caused to the item, the property or the new floorcovering.

The Company cannot be held liable for unexpected works that may arise during the fitting or any works not noted on the invoice, this includes but is not limited to issues that may be discovered with existing sub floor. Should any issues arise we will work to resolve them if possible, but they may entail additional materials, labour or other costs and could add delays to the original works planned. Therefore the buyer is advised to notify the company of any known issues at time of order so they may be properly investigated.

Products

We quote the nominal sizes for the products we sell. These sizes are approximate and small variations are likely. You are responsible for ensuring that the quantity of any floorcoverings ordered is sufficient for your room. On all measurements, but particularly if your room is close to the nominal width of the product please always allow extra. Some products are purchased buy the box and or may require allowing extra for estimated waste, over calculations by the company or the buyer cannot be returned. All carpets, rolled &/or sheet flooring items are cut at 10cm intervals with a minimum order length of 1.50m. All sizes are approximate and within a tolerance of plus or minus 1.25% in accordance with BS3655.

The samples provided to you are intended to give a general impression of the colour and pattern, colour shades can differ considerably between , samples and product batches, this can be more apparent in carpets, especially wool. When fitted to a larger area some patterns and apparently random blends of yarn can have an inherent striped effect, or additional patterns and colours which may not be obvious from the sample. All product colours may vary from batch to batch and exact matching between separate pieces (especially when from a different size roll) cannot be guaranteed. During transportation and storage items with a pile may become slightly crushed and this will show as shaded bands across the pile. These will disappear as the product settles in to its new environment and as the pile is flexed through regular use and vacuum cleaning. Carpets and rugs are soft, luxurious products and flattening of the pile will occur as a natural result of use. Flattening of a pile will change the apparent colour of carpet (“shading”), may be permanent (“pile reversal”), and this may appear to be random, but this is not a fault. Areas where foot traffic twists and turns are especially prone to such changes in appearance. The sides of the pile appear a slightly different shade in colour to the ends and so any change in angle or direction of the pile may change the apparent colour of the carpet and this may be patchy, if a claim is made against the manufacturer for a fault such as shading and they offer a replacement product, there will be a charge for fitting the new product in line with normal fitting costs at that time. Such changes do not alter the durability of the product. All applicable floor coverings benefit from the use of a good quality underlay. Re-using existing underlay may result in an unsatisfactory result such as abnormal flattening of the pile. Gripper pins can be felt through a carpet close to skirting boards and stair risers, this is normal, but as part of the fitting process and if requested to do so the fitter can flatten the pins, this will affect whether or not the gripper can be re-used. We recommend the use of vacuum cleaners with rotating brushes on cut pile carpets but suction-only for loop pile carpets. We recommend that all carpets and rugs are professionally cleaned periodically. The frequency will depend on the level of soiling, but should be done before soiling becomes ingrained into the pile fibres. All products are at risk of staining or fading (please refer to manufacturers specifications and warranties of individual products), therefore spillages and marks should be cleaned immediately. Please carefully pay attention to manufacturers advice on cleaning items especially if looking to use products to clean your flooring, this especially applies in the instance of items sold as bleach cleanable where conditions are always attached to the method. Always test before use in an inconspicuous area to ensure it will not harm the product. Care should be taken not to scrub or agitate a pile which could cause it to lighten in colour or show wear. Please always ask should you require details of manufacturers product maintenance and cleaning advise. If in doubt, consult a professional cleaning company. In the instance of a supply only sale you are advised to fully inspect the product before fitting and keep all packaging in a reusable condition, as claims may not be able to be processed once an item has been fitted.