

## **IMPORTANT INFORMATION (Please read!)**

**We appreciate that no one enjoys reading through paragraphs of technical jargon, however, we urge you to take a few moments to read through the following pages as they contain important information regarding the ordering and installation process and could answer some questions you may have (such as 'what's included / not included') or help you decide if there are any aspects that you would like to discuss further**

**Payment terms** – A 50% deposit payment is required to proceed with an order. Upon receipt of your deposit, goods will be ordered and a fitting date can be scheduled. The remaining 50% balance payment is due 2 working week days (Monday-Friday) prior to the 1st day of installation (i.e. If fitting is booked for a Monday, the balance payment is due by the previous Thursday).

**Please note:** If there is a delay in receiving the balance payment & the fitting cannot go ahead as scheduled, a loss of earnings charge will be payable to cover the installation team if alternative work cannot be scheduled in time.

**Refunds** – Due to the bespoke nature of the materials being ordered, once an order has been placed, it is not possible to obtain a full refund. Therefore, please ensure that all information on the quotation is correct and you are satisfied to proceed prior to placing an order.

**Door trimming** – It is often necessary to have doors trimmed prior to new carpets being installed. **Please note:** Our fitters **DO NOT** trim doors; however, we are able to provide you with the combined carpet and underlay thickness upon request so you can ensure adequate clearance prior to the installation. If there is insufficient clearance at the time of installation, the fitter will have no alternative but to remove the door & leave it in the room for later adjustment by a qualified professional (The cost of cutting & rehanging doors is not included)

**Furniture moving** - The provision to move furniture covers moving items of furniture that are physically too big to be removed from the area by the customer prior to the installation. Any storage furniture (such as wardrobes, ottoman / storage beds, chest of drawers, book shelves, display cabinets) should be emptied of their contents prior to the fitter's arrival to make them as light as possible. All small items, personal belongings (such as clothes, books etc) electronics (such as TV's, computers etc) & all breakables (such as lamps, ornaments, mirrors etc) should also be removed from the areas to be carpeted prior to the fitter's arrival.

**Parking** – If resident only or controlled parking restrictions are in force outside your property, we will require you to provide a visitor / contractor parking permit to our fitters for the duration of the installation to enable them to park their van nearby for unloading & loading purposes

**Installation** – Unless otherwise specified, all fitting **MUST** be completed in a maximum of 2 visits. Any additional visits required to complete an installation for reasons outside of our control (such as the areas not being ready for installation) will be charged in addition on a day rate basis

**Stair runner installation** – During stair runner installations there is a possibility that some cracks / chips may appear in the exposed paintwork (especially if the staircase has been filled before being painted). This is because the staircase is a timber construction & as such is subject to movement caused by vibrations when the fitter nails the gripperrod fixings in place & also when they bolster the stair runners into the gripper gully (which has to be done with a reasonable amount of force to ensure the carpet is secured correctly). Unfortunately, this action is unavoidable and we cannot be held responsible for any redecoration works that may be required as a result of the correct stair runner installation

**Stair runner to fully fitted landing junctions** – In order to create the best possible finish between a stair runner & a fully fitted landing carpet, if there is a scotia beading under the landing nosing, this beading will need to be removed prior to the installation. **Please note:** This work should be undertaken prior to decorating the stair edges (Further details are available upon request)

**Quoted Prices** - Due to changing material costs, we can only hold the quoted prices open for acceptance until the end of the current month, thereafter the price may need to increase in line with any manufacturers price increases

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**Subfloor preparation** – Unless otherwise stated our quotation **DOES NOT** include any floor preparation works, therefore all floors should be in a suitable condition to receive the carpets prior to the installation. If you are undergoing building / refurbishment works, please ensure that your contractor repairs / secures & levels any loose / broken / uneven floorboards prior to the carpet installation

**Floorboards** – Any unevenness in floorboards will show through a fitted carpet & underlay after installation as carpet & underlay are soft materials and will contour to the shape of the floor over time, therefore, please ensure that all floorboards are levelled prior to our visit. In some cases it may be necessary to have hardboard or plywood laid over the floorboards to correct this issue. Unless otherwise specified, no allowance has been made for any such floor preparation, although this is a service, we can provide for an additional cost upon request

**Carpet Direction** – The carpet has been quantified to run as economically as possible to keep costs to a minimum. If your chosen carpet has a distinct weave / pile direction and you have a preference on how the weave / pile direction should run, please contact the showroom to discuss this further prior to proceeding with an order as no change can be made once the carpets have been ordered / cut

**Unloading / fitting** - Quite often, large pieces of carpet are required to be carried up narrow staircases & through confined spaces and it's impossible to guarantee that the carpet will not come into contact with other surfaces (such as walls or bannister rails etc) The same can be said when unrolling oversized carpets inside a room or confined space, as carpets need to be bigger than the space they will be installed into, so they can be trimmed to fit. Although every care will be taken to minimise contact with other surfaces, it's impossible to guarantee no contact at all during these process's, therefore we cannot be held responsible for any remedial works / redecorations that may be required as a result of any such contact with paintwork / wallpaper etc. whilst transporting or fitting the materials in and around your property

**Skirting Boards** – Through the process of fitting a new carpet, a necessary level of force is required to ensure the carpet itself is securely fixed between the gripperod & the skirting board. **Please note:** If a skirting board has been fitted to a wall where the plaster does not run right the way down to the bottom, it may not be securely attached to the wall and this may result in it pushing in at the base & coming away from the wall at the top during the installation process. This is not a consequence of poor installation by the fitter; therefore, this is not something we can be held responsible for and you will need to arrange remedial work to make good as required.

**Seaming** – Due to available carpet widths and the size of some rooms, it may be necessary to seam the carpets together in some areas. **Please note:** Seams in carpet are NOT invisible, but should settle & become less noticeable over a period of time. Please contact the showroom prior to placing an order, if you would like to discuss seam locations further.

**Seamed doorways** – If requested, carpets can be seamed together at door junctions as an alternative to fitting a doorbar, however, please be aware that seams in loop pile carpets are likely to be more noticeable & may fray over time as cutting / joining loop pile carpets at doorway connection is not recommended (especially end to end seams)

**Moth infested carpets** – If any of the existing carpets show signs of **moth infestation**, they cannot be loaded onto our fitter's van for disposal as there is a high risk of cross contamination to the new carpets they carry, therefore, if any uplifted materials show signs of moth infestation, they will be left outside the property for disposal by the customer. Details of a local Moth Control company who would be able to advise you on the treatment of any such infestation & disposal of the moth infested carpets are available upon request

**Colour matching** – In order to keep wastage to a minimum, we may on occasion use different widths of carpet in different areas. Unfortunately, manufacturers cannot guarantee an exact colour match between different widths, however, if they are separated by a doorbar, any visible colour difference will be minimised

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**Landing nosings** – If we are to install carpets to stairs where landings are to have alternative materials installed by others (such as wood or tiles) A suitable profile should be installed to the landing nosing by your wood floor or tiling contractor to enable us to fit the stair carpet (or stair runner) to the landing riser and finish under the said profile (Further details are available upon request)

**Floor standing radiators** – In order to achieve the best possible finish around any floor standing / cast iron radiators, we strongly recommend having these radiators disconnected by a qualified plumber prior to the carpet installation to allow the carpet to be fitted beneath them and then have them re-sited & reconnected after the carpets have been installed. If the radiators remain in situ, the carpet will need to be cut around the radiator legs & the quality of the finish cannot be guaranteed due to the ornate nature of the radiator legs & the restricted access the fitter has to trim & tuck the carpet beneath & behind the radiator

**Hand Woven Carpets** – Hand woven carpets are an Artisan product and as such, may have irregularities and imperfections within the pile. This means that unlike mass-produced carpets, no two Hand loomed carpets are identical, which adds to their charm / appeal. Any such irregularities within a 'Hand woven' carpet is to be celebrated & is not considered to be a manufacturing defect

**Alarm Wires / cables** – Any alarm wires / cables that need to remain under the carpet may affect the overall finish & be visible through the carpet upon completion. In addition, although extreme care will be taken during the installation, no liability or costs can be accepted resulting from any damage caused to alarm wires / cables during the installation.

**Skirting Painting** – Where skirtings boards have been painted with old carpets in situ, removing the old carpet & fitting a new one may result in an unpainted section of skirting board (known as a 'Tide line') being visible post installation. Therefore, we strongly recommend that you have the existing carpets lifted or cut back around the edges prior to decorating, so that skirting boards & stair stringers can be decorated all the way down to the bottom to avoid this issue occurring

**Dark / delicate paintwork** – In order to install the carpets correctly, the carpet has to be bolstered between the gripperods & the skirting boards to ensure a secure fit. Unfortunately, this unavoidable action may cause scuffing / marking on paintwork and is particularly noticeable on dark colours & eggshell paint finishes. Although every care will be taken during the installation, please be aware that we cannot be held responsible for any redecoration works that may be required as a result of the correct carpet installation

**Budget quotes** – Where budget prices have been provided without a site survey, they are based on sizes / information provided by the customer and are therefore, subject to adjustment following a full site survey if we find the sizes / information provided to be inaccurate / incomplete. Any work undertaken without a site survey is done so at the customers own risk

**Order subject to our standard terms & conditions (Copy below)**



**DESIGNERCARPETSLONDON**

## TERMS AND CONDITIONS OF TRADING

### 1 Definitions

- 1.1 "The Company" means Designer Carpets Limited
- 1.2 "The Customer" means the customer as stated overleaf.
- 1.3 "The Materials" means the materials described overleaf, whether in detail or by reference to a previous specification.
- 1.4 "The Site" means the customer's premises (or other delivery address as shown overleaf).
- 1.5 "The Contract" means the contract for the sale of goods and services by the Company to the Customer.
- 1.6 "Head Office" means the offices of the central administration of the Company, not necessarily the registered offices.
- 1.7 "Working days" means MONDAY to FRIDAY inclusive.

### 2 General

- 2.1 Unless otherwise agreed in writing these terms and conditions shall apply to all orders placed with the Company by the Customer.
- 2.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.
- 2.3 No variation or amendments of this Contract shall be binding on the Company unless confirmed in writing.

### 3 Acceptance

- 3.1 A Contract price given by the Company is open for acceptance by the Customer for 28 days. Queries regarding quantities of materials, methods of fitting, position of joins etc, must be resolved before acceptance thereof.
- 3.2 Errors & omissions exempt
- 3.3 Where measurements are provided by the Customer and are not subject to prior confirmation and checking on Site by the Company the Customer is liable for any errors resulting from incorrect measurements. If requested by the Customer to carry out any additional or remedial work necessitated by the Customer's incorrect measurements the Company reserve the right to charge for any additional materials, fares, traveling time and time spent on Site in addition to the Contract price.
- 3.4 To facilitate quick and efficient fitting all areas must be cleared of furniture, effects and old carpets unless a separate charge has been agreed and included in the Contract price. If this is not done the Company reserves the right to make a charge for this service in addition to the Contract price.
- 3.5 The Company will not accept responsibility for damage to pipes or cables under the floor or consequential damage to property or fittings unless the location of the pipes and cables are clearly marked for the fitter to see.
- 3.6 The Company does not provide a door trimming or easing service, but by request of the Customer a subcontractor can be organised on behalf of the Customer.
- 3.7 A firm, level floor is essential to obtain maximum wear. Subsequent complaints about the carpets resulting from inadequate floor quality cannot be upheld.
- 3.8 Slight variations in widths of carpets and smooth-flooring cannot be avoided but tolerances are within British Standards Institute stipulated tolerances.
- 3.9 Unless otherwise stated the Contract price is for one visit to the Site only. If this Contract is interrupted or extended due to change of specifications and/or instructions by the Customer or it is found that additional remedial work is necessary by the Company or there is interference by other trades which delay the Contract additional fares, traveling time and time spent on Site will be charged in addition to the Contract price.
- 3.10 Any times quoted for delivery are estimates only and time will not be of the essence of the Contract. Delay will not render the Company liable to any claims for damages, direct or indirect.

### 4 Matching, Shading and Berber Effect

- 4.1 We draw your attention to the difficulty of producing an exact match of shades and pattern repeats with different widths of carpet and smooth-flooring of any quality which are required to be laid together. As it is not possible for us to give, or to obtain from the manufacturer, a guarantee of perfect matching we regret that orders are accepted on the understanding that the nearest obtainable match is provided. Naturally every effort will be made to supply as satisfactory a match as possible.
- 4.2 All pile carpets (especially plains and Berbers) are liable to shading that is to show light and dark patches arising from unequal crushing of the surface. Shading is an inherent characteristic and this tendency is not detrimental to the carpet and is not due to any manufacturing defect. The Company cannot therefore accept any responsibility for the effect.
- 4.4 All manufacturers of Berber carpets produced from wool or containing wool use a random blend of colour. This can cause a lined effect in the carpets which may not be noticed in sample form.

### 5 Cancellation/Changes

- 5.1 Cancellation or change cannot be accepted without written agreement by both parties.
- 5.2 Cancellations are considered only when materials have not already been cut. Where materials have been ordered specially from the manufacturer/supplier cancellation will only be accepted after it has been ascertained that materials are not in transit, and that the manufacturer will accept cancellation.
- 5.3 If the Company agrees to the return of any materials ordered by the Customer, the Customer shall be liable to pay the Company a restocking charge of 20% of the net sale price of the goods.
- 5.4 Changes to the Contract cannot be accepted within **3 working days** of the appointment for delivery/fitting.
- 5.5 Cancellations or deferment by the Company will not render the Company liable to any claims for compensation for damages, direct or indirect.

### 6 Delivery/Fitting

- 6.1 Where delivery only or delivery and fitting of Materials is included in the Contract price a date (or dates, where appropriate) will be agreed between the Company and the Customer. Every effort will be made by the Company to accommodate the Customer's preferences and wishes.
- 6.2 It is not possible to quote an exact time on the agreed day for delivery or fitting. An indication can be given by the Company to the Customer according to other work booked on the same day, once known but must be seen by the Customer as a guideline only.
- 6.3 Should the Customer wish to change an appointment once made for delivery or fitting the Customer must contact the branch of the Company where the order was placed **at the latest before Noon - 2 working days** prior to the appointment day.
- 6.4 The requirement for 2 working days' notice means that changes to **MONDAY** bookings must be made before Noon on the **preceding THURSDAY** and changes to **TUESDAY** bookings must be made before Noon on the **preceding FRIDAY**. Failure to provide adequate notice WILL result in additional charges being applied on a day rate basis to cover loss of earnings for the fitters if alternative work cannot be scheduled in time

### 7 Deposits and Payments

- 7.1.A **Non-Account Customers - delivery to own house**
  - For Orders under £750; **FULL PAYMENT** will be due upon acceptance of the Contract price.
  - For Orders over £750; **50% deposit** will be due upon acceptance of the Contract price and balance due **48 HRS before the 1<sup>st</sup> day of installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.**
- 7.1.B **Non-Account Customers - delivery to Third Party address**
  - For Orders under £750; **FULL PAYMENT** will be due upon acceptance of the Contract price.
  - For Orders over £750; **50% deposit** will be due upon acceptance of the Contract price and balance due **48 HRS before the 1<sup>st</sup> day of installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.**
- 7.1.C **Account Customers**
  - FULL PAYMENT will be due 7 days after installation or 1 Calendar Month after the order is placed if the fitting is delayed at the Customer's request.**
- 7.2 Time for payment shall be the essence of the Contract. Without prejudice to the rights of the Company, if the Customer fails to pay the Contract price by the due date the Customer shall pay interest on any overdue amount from the date on which payment was due to that on which it was made (whether before or after judgment) on a daily basis at a rate of 2 1/2 % per month, and reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 7.3 The Materials shall remain the property of the Company until the whole of the Contract price has been paid. The Customer shall be responsible for the safe custody, loss or damage to the Materials whilst they are on the customer's premises (or other delivery address as shown overleaf).
- 7.4 Notices of any faults or defects in workmanship or materials must be sent to the Company in writing within 14 days of delivery/fitting and the Company must be given the opportunity to inspect such defects otherwise the Company will not be responsible in respect thereof. The Company will not be liable in any event for defects beyond the Company's control.
- 7.5 A Customer shall not be entitled to delay or withhold payment in full or in part for any reason whatsoever.
- 7.6 Where materials are available but at the customer's request, have not been fitted (or fitting has commenced but not completed) within 28 days of acceptance of the Contract price the balance becomes immediately payable in full.
- 7.7 A charge of £15 plus Value Added Tax (at the rate applicable at the time) will be made in respect of any Customer's cheque referred to drawer or returned to the Company by the Customer's bank.