



Mr Simon Dittrich  
South Lodge  
7 Southside Common  
London  
SW19 4TL

12<sup>th</sup> January 2021

308 Worple Road  
Raynes Park  
London  
SW20 8QU  
Tel Nr: 020-8947-7522  
Email: [raynesbranch@mr-carpet.co.uk](mailto:raynesbranch@mr-carpet.co.uk)

Quotation R18468

Dear Simon,

Further to our recent site survey, please find attached our quotation to supply and lay flooring at the above address.

Firstly, I appreciate that you have dealt with Mr Carpet Ltd on many previous occasions & although we do appreciate the offer to tender for this work, installing this type of product over your existing quarry tiles will undoubtedly be problematic and in our opinion the finished article would not be aesthetically pleasing.

However, my colleague Sally Blackman has spoken to me today & has been insistent for me to supply a quotation for you. However, I must reiterate that if you do decide to proceed and Sally accepts your order to install this type of product against our recommendation, we cannot accept any responsibility for the appearance or future failure of the installation

During our original survey, you personally advised me that the purpose of this area was to become a children's playroom or to be used as an art room for a temporary basis of maybe a few years?

I advised you at that time that in my professional opinion that we should decline to provide a quotation for a cushion vinyl flooring to be laid over Indian Quarry as the tiles have deep grout lines & two (2) manhole/access covers within the existing tiles and also the legs of some metal steps that would need to be cut around.

Basically the finished article would not be aesthetically pleasing as with wear the shape of the quarry tiles and the manhole covers beneath will eventually show through the vinyl surface

Also, as the area to be covered was originally an outside garden space and until recently it has been covered with a glass roof construction to become an inside space, there will not be an effective DPM (Damp Proof Membrane) beneath the Indian Quarry tiles and therefore when the floor area is covered & suffocated with a vinyl product, moisture will undoubtedly rise to the surface of the tiles in due course

In summary this product is not fit for the purpose of the proposed application!

Should you have any queries please do not hesitate to call us on the above number or call into the showroom where we will be happy to discuss any aspect of the quotation with you further.

We trust the attached quotation meets with your approval and look forward to receiving your further instructions in due course.

Yours sincerely

Colin Symonds

**Payment terms**

For order under £500: Payment in full with order.

For orders over £500:

50% Deposit payable with order & balance due 48 hours before 1<sup>st</sup> day of installation (or 1 month after order placed if the fitting is delayed at customer's request).



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Playroom/Art Room

To supply only Rhinoflor Timber cushion vinyl floor covering,  
4 metre wide Colour: 5827001 for collection from our warehouse

For the sum of:

£406.98

All prices include VAT @ 20%

Please Note

**Door trimming** – It is often necessary to have doors trimmed prior to new flooring being installed. Our fitters do not trim doors; therefore please have any doors trimmed by your own tradesman, in advance of our fitter's arrival to site

**Furniture Moving** – It is the responsibility of the customer to clear all personal effects, breakables, movable items of furniture, computer and home entertainment equipment from the areas to be carpeted prior to our fitter's arrival.

**Payment terms**

Account payable in full with order

Order subject to terms & conditions printed overleaf.

## TERMS AND CONDITIONS OF TRADING

### 1 Definitions

- 1.1 "The Company" means Mr Carpet Limited (and/or licensed Franchisees operating under the name of Mr Carpet).
- 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 by Head Office 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 by Head Office.

### 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 All prices quoted by the Company are inclusive of Value Added Tax (charged at the rate applicable at the date of invoice), unless otherwise stated.
- 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 reserves the right to charge for any additional materials, fares, travelling 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, travelling 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.

Mr Carpet Limited - Registered in ENGLAND No 2105874 - ALLEN HOUSE, 1 WESTMEAD ROAD, SUTTON, Surrey - VAT Reg.No GB 503 1787 65

- 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.

### 7 Deposits and Payments

- 7.1.A Non-Account Customers - delivery to own house  
For Orders under £300; FULL PAYMENT will be due upon acceptance of the Contract price.  
For Orders over £300; 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 £300; FULL PAYMENT will be due upon acceptance of the Contract price.  
For Orders over £300; 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 30 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.