

CONDITIONS OF SALE

In these conditions the following abbreviations shall be used:-

'The Company' means Broadway Carpets Limited.

'The Customer' means the customer signed overleaf.

'The Materials' means the materials described overleaf.

'The Site' means the customer's premises at which the materials will be fitted.

1. These conditions shall not affect any Statutory Rights to which the customer may from time to time be entitled, and which by law cannot be varied or excluded.
2. All Estimates must be accepted in writing within 14 days of the posting or personal delivery thereof by the Company to the Customer. If the manufacturer increases the list price of the materials before delivery, the Company reserves the right to increase its prices pro rata.
3. All electric power which the Company requires to complete the contract is supplied free of charge by the customer.
4. 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 of or to the materials whilst they are on the Customer's premises.
5. The Company will not be responsible for any loss or damage to the person or property of the Customer or any other person caused by the Company on site, or for any structural or other defects in the property at which the materials are installed.
6. Notice of all defects in workmanship or materials must be sent to the Company in writing within 14 days of the Customer becoming aware of them and the Company must be given the opportunity to inspect such defects within that time period 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. Any time or date commencement of this Contract given by the Company is an estimate only, and the Company shall be entitled to commence this Contract at a later date. The Company shall not be responsible for any loss arising from or consequential upon delay in the completion of this Contract from whatever cause.
8. It is understood that it is impossible to guarantee a perfect colour match where different widths of the same carpet are used.
9. No retention may be made by the Customer unless agreed in writing by the Company.
10. A deposit of one half of the Contract price inclusive of Value Added Tax must be sent to the Company at least one week before this Contract is due to start and in default the Company reserves the right not to commence the Contract.
11. The full Contract price will be due immediately upon presentation of the Company's invoice after completion of Contract. If any sum due to the Company is not paid the same becomes due and payable the Customer will pay interest thereon at the rate from day to day of 2½% per month.
12. The Customer is responsible for the disconnection and removal from the floor area of all movable items before the Company arrives on site to commence the Contract.
13. Unless otherwise stated a Contract price is for one visit only and if this Contract is interrupted or extended due to change of specification 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 all additional fares, travelling time and time spent on the site will be charged in addition to the Contract price. Further, the Contract price does not include the easing of doors.
14. All remedial work to the floors on site is included in the Contract price and has been assessed from the area exposed and examined. Should it subsequently be found that additional remedial work is required the extra work and materials will be charged in addition to the Contract price.
15. Subject to Clause 10 hereof the Company guarantee to repair or replace free of charge any materials supplied by the Company which prove defective as a result of faulty workmanship or materials within six months from the date of installation provided that the Contract price has been paid in full.
16. All the terms of the Contract between the Customer and the Company, are contained in this Contract and no variation of this Contract shall bind either party unless such variation is made in writing and signed by the party to be bound.
17. Any concession latitude or waiver by the Company at any time shall be without prejudice to the Company's full and strict rights under this Contract and shall not prevent the Company subsequently enforcing such rights.
18. All Measurements stated overleaf are gross measurements which include all materials which will be wasted when they are cut to fit the floors on site.