

# FLOORS

*at fourteen*

## Terms & Conditions – Floors at Fourteen Ltd

### 1. Definitions

1.1 In these Terms of Business the following definitions apply:

“The Company”, “We”, “Us” “Floors at fourteen” means Floors at fourteen Ltd of 14 Market Place, Chalfont St Peter, Bucks, SL9 9EA.

“Operative” – means the person or firm carrying out any flooring work on behalf of the Company.

“Client” – means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the flooring services are supplied by the Company.

“Client’s Address” – means the address where the Client has requested the flooring service to be carried out.

“Service” – means the flooring services carried out on behalf of the Company.

“Service Visit” – means the visit to the Client’s service address by the Operative in order to carry out the Service.

“Works” – means Services which the Client has instructed the Company to carry out as one single contract.

### 2. Contract

2.1 These Terms and Conditions represent a contract between Floors at Fourteen Ltd and the Client.

2.2 Both parties shall ensure that their respective responsibilities under this agreement are undertaken in compliance with all statutory regulations and codes of conduct.

2.3 The Client agrees that any use of the Company’s services, including placing an order for services by telephone, WhatsApp, email, Facebook or website forms shall constitute the Client’s acceptance of these Terms and Conditions provided they have been made aware of the Terms and Conditions previously.

2.4 Unless otherwise agreed in writing by a director of the Company, these Terms and Conditions shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.5 No variation or alteration of these Terms and Conditions shall be valid unless approved in writing by a director of the Company.

### 3. Estimates/Quotations

3.1 Period of acceptance

The quotation is open for acceptance within three months from the date thereof and is subject to Floors at Fourteen, receiving reasonable notice to commence work within 4-6 weeks after receipt of such acceptance and having labour and materials available at the date of commencement requested by the customer.

3.2 The company reserves the right not to give a price estimate over the phone, until the floor type and size have been viewed.

3.3 Fluctuations

Unless otherwise stated in the quotation, the quotation price is fixed for 3 months and based on the cost of materials, labour, expenses and transport ruling at the date of quotation. Increases or decreases in the cost of executing the work which is consequent upon any change in any of such costs or upon any change in or imposition of any new Government taxes, levies, statutes or contributions payable by Floors at Fourteen. In the respect of employees or sub-contractors engaged upon or in connection with the work shall be a net addition or deduction from the quotation price, in addition, after 3 months the quotation price will be increased accordingly at the RPI application anniversary date.

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### 3.4 Variations

No variations of the quotation or contract shall be binding on Floors at Fourteen unless confirmed in writing by it. All additional work will be the subject of a separate contract unless Floors at Fourteen and the customer agree in writing before such additional work is started:

That such additional work shall be executed under this contract and the amount of rates for calculating the amount by which the contract price is to be increased, in respect of such additional work.

### 3.5 Breakdowns

We reserve the right not to provide breakdowns of costs or measurements to the client. Prices are reflective of the market, and labour costs which we feel are competitive yet a reflection of the standard of the work carried out.

## 4. Equipment

4.1 The Company shall provide all flooring supplies and equipment required to carry out the service.

4.2 The Client is required to provide electricity or water depending on the work required at the premises where the service takes place.

4.3 Due to the nature of the business, the sub-floor can provide issues which are unknown until the floor is uplifted. The equipment required then may need to be hired, which is subject to the availability of local trade companies, and we cannot be liable for the delay in this instance to the Works carried out.

## 5. Payment

5.1 Unless otherwise agreed in writing by the company the account is rendered for payment within 7 days on the completion of the work and issuing of the invoice.

5.2 The Company reserves the right to charge £30 administrative fee, plus any legal fees, in addition to the balance due, for any account we must refer for collection.

5.3 All bank charges incurred due to a Client's cheque being returned unpaid will be passed to the Client at a flat rate of £30 per cheque.

5.4 Where such alternative arrangements have been made the Client must make payment within 30 days of the invoice date.

5.5 The rates of payment by the Company shall be as agreed between the Company and the Client, or his representative. The Client shall make no reduction or retention from the sum due under any invoice.

5.6 For all works a minimum 50% non-refundable deposit is required upon acceptance of the quote in order to secure a booking in the diary. The remaining 50% will be subject to the above conditions from 5.1.

5.7 The Company retains the right to request a higher deposit in other circumstances, such as booking for Services that require completion after hours or for bookings more than 6 months in advance or over a certain amount.

## 6. Cancellation and delay

6.1 The Client may cancel and rebook the booking by providing a written notice to be received by us not less than 7 working days prior to the Service start.

6.2 On the occasion that a cancellation is made less than 7 working days before the Works have been contracted to begin.

6.3 Any loss incurred by Floors at Fourteen, including losses in respect of wages and appropriate overhead, travelling expenses and storage charges to delays in the work beyond the direct control of Floors at Fourteen shall be chargeable and payable to the customer in addition to the contract price. It shall be a condition precedent to any liability for any delay alleged to be due to the default of Floors at Fourteen within seven working days of the delay commencing.

6.4 Where the Floors at Fourteen team arrive on site at a pre-arranged time and date and are denied

access for whatever reason, then a charge equal to 50% of the invoice value shall be payable by the customer in addition to the actual invoice for the Works which will be raised on the eventual completion of the works. This 50% charge must be paid by the Client before a further booking will be made (as point 6.2).

6.5 In any instance whereby a customer would like Floors at Fourteen to undertake the work contract immediately after the initial price estimate has been given shall waive their rights to any cancellation period.

6.6 Once a floor is chosen and ordered with deposits paid, this cannot be changed. In rare cases, the supplier may accept the goods back with a charge which will be reflected onto the Client and a further administration fee of £100 for this service. If the Client changes their mind on-site of the service being carried out then (as point 6.4) the Client will be charged 50% of the Service Quotation/contract as agreed.

## 7. Complaints

7.1 We request that complaints or feedback be provided in writing (by letter or email) within 7 days of service completion, to ensure that the details are received in a clear and complete manner.

7.2 All services shall be deemed to have been carried out to the Client's satisfaction unless a written notice detailing the complaint is received by the Company within reasonable time of service completion. The Company will fully investigate any complaint and attempt to resolve it to the satisfaction of the Client, or alternatively to a reasonable standard.

7.3 The Client agrees to allow the Company back to review any disputed areas/items or repair damaged items, before making any attempts to re-fit those areas/items themselves, or arranging a third party to carry out fitting or repair services with regards to the above. Failure to do so will void our Company Guarantee and we will consider the matter fully settled. If payment has not been received in full or has been stopped by the Client we will immediately refer the account for collection.

7.4 Floors at Fourteen reserves the right to apply an additional charge for further visits so the Site beyond 5 as per section 3.4. This is applicable when the additional visit is deemed beyond the scope of the Services initially quoted for and is at the discretion of the Company.

7.5 No liability will be accepted by Floors at Fourteen to the customer or any other person for the loss of or damage to any item or property, to injury or death of any person or any loss of any person caused by, arising out of or resulting from the Works of laying a floor as detailed in the quote, after Floors at Fourteen has taken reasonable precautions, to restrict the same and the customer shall indemnify Floors at Fourteen against claims by third parties in respect of any such loss, damage, injury or death.

7.7 Floors at Fourteen cannot take responsibility for any damage, marks, scuffs or wear and tear that occurs following Works carried out that is caused by the Client. We insist that all wardrobes, units and any item of furniture is unladen before our Works commence to avoid such damage. Before and after photographs of Services carried out will be taken at the discretion of the sub-contractor/fitter and are available upon request whereby this is disputed.

7.8 Floors at Fourteen take the utmost care in carrying out the agreed Works, Floors at Fourteen however cannot take responsibility for any damage, marks, scuffs or wear and tear that occurs following Works carried out that is unavoidable. For example, lifting a 5m carpet up a narrow staircase may result in slight marks to stairwell walls.

7.9 Floors at Fourteen works with a range of natural products, and the Client should be aware that colour variations will take place from samples in the showroom to products bought. In addition, any such wool carpet, or engineered natural wood that is different from the sample will be at the discretion of the supplier and Floors at Fourteen is responsible for that communication.

7.10 Floors at Fourteen is aware that the majority of the work carried out may be a part of a larger renovation project. We insist that all flooring work is carried out after all works are completed, materials/walls that are wet, or sub-floor work that is not completed will affect the finished quality and we cannot accept liability for this where works that are carried out during the time of floor fitting that is not highlighted by the customer beforehand. We also will not be liable for any delays or cancellations caused by this. Please refer to our cancellation policy.

7.11 For projects which require screeding, a 24 hour drying time is required. We will test the flooring at 24 hours and if this is dry, we will complete installation. We reserve the right to delay the installation until the floor is dry against a moisture test so to ensure the quality of the flooring. This in turn may delay your

project and we cannot be held liable for any costs these incur. Please allow time in your schedule for these possibilities.

7.12 Floors at Fourteen is aware that other trades will be working alongside us and on other areas of the project or home, we cannot be liable for other trades' workmanship. Poor workmanship from other trades or DIY may result in issues which cannot be foreseen such as damage, wear and tear, marks and scuffs. If damage has occurred due to poor workmanship we will refer to another specialist company to confirm this workmanship which we will not be liable for costs to repair.

## **8. Claims**

8.1 The Client agrees that due to the nature of the Service the Company guarantees only to correct any problems reported within reasonable time of the completion of the service. Failure to do so will entitle the Client to nothing.

8.2 The Company may require entry to the location of the claim as soon as possible in order to rectify the problem.

8.3 The Client agrees to inspect the work immediately upon its completion and to draw the operatives' attention to any outstanding issues while they are still on site. The operatives will carry out any such additional work to the Client's complete satisfaction that are only outlined in the contract.

8.4 If the Client instructs a third party to inspect the result of the floor then the Company must be notified before completion of the service.

8.5 In case of a third party inspecting or refusing to inspect the result from the flooring services then the Company cannot be held responsible for rectifying any outstanding fitting issues not mentioned by the third party.

8.6 Any refunds or adjustments must be requested to the Company directly and subject to approval by the Company.

8.7 While the Company operatives make every effort not to damage items, accidents do happen. For this specific reason, the Company requests all irreplaceable items (whether monetarily or sentimentally valuable) be stored away. We cannot be liable for the replacement of items damaged that are not stored away.

8.8 In case of confirmed damage caused by Company operatives that are stored away, the Company will attempt to repair the item. If the item cannot be repaired the Company will rectify the problem by crediting the customer with the item's present actual cash value toward a like replacement from a Company's source upon payment of services rendered. Proof of purchase is required.

8.9 No claims shall be entertained if the Client has an outstanding balance aged more than 30 days.

8.10 Any attempt to commit insurance fraud or any use of false information to commit any type of fraud will be prosecuted to the fullest extent of the law together by the Company and the Insurance Provider(s). Monetary compensation as well as legal fees may follow.

## **9. Liability**

9.1 The Company shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with:

9.2 Its failure to carry out its services as a result of factors that are beyond its control. Factors beyond its control include natural occurrences, floods, severe weather conditions, and inability to gain access to premises, lack of appropriate resources, such as water, electricity, and lighting;

9.3 Late arrival of Company operatives at the service address. The Company endeavours to be right on time on any visit but sometimes due to transport related and other problems which are beyond the Company's control, the Company operatives may arrive with a delay or the flooring visit may need to be re-scheduled.

9.4 The Company shall not be liable for abnormal sub-floor surfaces uncovered via uplift and removal at the time of the Services being fulfilled. Therefore we retain the right to review the quote and add any additional services to complete our Works to the highest standard.

9.5 The company shall not be liable under any circumstances for the result in confirming an order/measurements via plans or own supplied measurements at the customer's wishes which are found then to be incorrect at the time of fitting.

## **10. Maintenance Programme**

10.1 Floors at Fourteen works with a number of suppliers who have their own guarantee programme to which you will need to register your warranty with based on the supplier you have purchased from.

## **11. Supplementary Terms**

11.1 Estimates of how long it will take the operatives to complete the Works are based on the average time it takes to fit an area of similar size and location to the Client's. It is difficult to estimate precisely how long such tasks may take and the Client understands that a degree of flexibility may be required.

11.2 The Client understands that the full quotation needs to be confirmed in order to secure the price of each breakdown service. i.e. a breakdown of rooms can not be confirmed standalone, they will need to be confirmed in the whole quotation.

11.3 The quotation excludes any door easing. Floors at Fourteen retains the right to inspect any doors that require cutting to allow the ease of movement back and forth to not damage the floor laid. Floors at Fourteen does not cut any specialised doors. It is at the Company's discretion on whether the doors are eligible to be cut. Floors at Fourteen will not be liable for any damage occurred via the process of door easing.

11.4 Our fitters are happy to move furniture. Due to Health and Safety regulations the operative will attempt to move only furniture that requires no more than one person. The company must be made aware of any furniture that needs to be moved prior to commencement of Works so that any time taken moving furniture can be added into the price of the work as required.

11.5 All fragile and highly breakable items must be secured or removed.

11.6 The Client shall ensure that all valuables are stored away when work is carried out and that the property is supervised by the Client or his representative at all times during the course of the work. The Company shall not be responsible for the Client's failure to comply with this obligation.

11.7 The provisions of this contract are not intended to confer any benefit upon Third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999, are hereby expressly excluded from this agreement.

11.8 The Company reserves the right to make any changes to any part of these Terms and Conditions without giving any prior notice. The Company may add to or alter these Terms and Conditions from time to time and any alterations or additions will apply to new business but not to existing contracts.

## **12. Our Guarantee**

12.1 The Company has built its business and reputation by providing its clients with the best possible flooring services available. Still, the Company realises, that because its operatives are human beings, they sometimes make mistakes. For this reason, the Company offers you a guarantee. If the Client is not satisfied with the fitting standard of certain areas after fitting within 14 days, the Company's operatives will come back to the Client's home and inspect those areas, re-fit them to our highest standard.

12.2 Our guarantee is subject to a complaints notice within a reasonable time from the completion of the work done.

## **13. Photography**

13.1 For insurance purposes, the Operative will take photographs whilst on site to record the works that have been carried out.

13.2 These photographs will be kept on file on a company laptop, which is adequately protected and is backed up to One Drive where data is protected by Microsoft - see (<https://www.microsoft.com/en->

[us/trustcenter/privacy/gdpr/gdpr-faq](https://www.microsoft.com/en-us/trustcenter/privacy/gdpr/gdpr-faq); <https://www.microsoft.com/en-us/trustcenter/compliance/iso-iec-27018>; <https://www.microsoft.com/en-us/trustcenter/privacy/data-management>).

13.4 These photographs will be kept indefinitely, unless the Client makes a request for any photographs relating to works carried out at their property to be deleted

13.5 From time to time the Company will use photographs (and videos) taken on site for use in social media, on the website and in printed marketing. By agreeing to the Terms and Conditions, the Client consents to use of photographs of the Works to be used in this way. The Company will ensure that no personal identifying items are visible in photographs that are taken and that photographs will always be anonymised when used.

13.6 If the Client does not consent to photographs and videos taken on site to be used in either online or print marketing, then this must be confirmed in writing in advance of the Works being carried out.

## **14. Insurance**

14.1 The Company shall insure all work it undertakes. The Company has public liability insurance.

## **15. Law**

15.1 These Terms are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the Courts of England, and Wales.