

## TERMS OF BUSINESS

### PURCHASE OF GOODS AND/OR SERVICES FROM FINISHING TOUCH FLOORING LTD MEANS YOU ACCEPT THESE TERMS OF BUSINESS

#### 1. Interpretation

1.1 In these Terms:

"Company" means Finishing Touch Flooring Ltd

"Customer" means the purchaser of Goods or services from the Company.

"Goods" means all goods sold and/or delivered and/or fitted by the Company to/for the Customer.

"Terms" means these terms and conditions of sale.

#### 2. Application

2.1 These Terms apply to all contracts for the sale & fitting of Goods by the Company.

2.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.

2.3 The Customer acknowledges that no employee or agent of the Company has any right to make any representation, warranty or promise in relation to the Goods or the sale of the Goods or the fitting or delivery of the Goods other than as contained in these Terms.

#### 3. Prices

3.1 Prices are determined at the time of order and, prior to payment of the deposit, are subject to change without notice.

#### 4. Payment

4.1 Payments are to be made to the Company without any deduction or discount other than as stated in these Terms or in the relevant invoice or statement.

4.2 A deposit of 20% of the invoice price must be paid when placing an order unless agreed differently between the Company & the Customer.

4.3 Where Goods are ordered specifically for the Customer (in other words; if the Goods are not held in stock) then any deposit paid is non-refundable in the event that the Customer cancels the order after the goods have been despatched by our Supplier.

4.3 The balance of the invoice price must be paid in full on completion of the fitting, if fitted, or on delivery if the Goods are supplied only.

4.4 Interest is payable on all overdue accounts calculated on a daily basis at the rate of 3% per month as from the date due for payment until payment is received by the Company.

#### 5. Delivery

5.1 The Customer must, within 10 working days of being notified of their availability, collect or accept delivery of the Goods and pay the balance of the invoice price.

5.2 If the Customer fails to collect the Goods or accept delivery within 21 days of being notified of their availability, the Company may terminate this contract, retain the deposit and re-sell the Goods.

5.3 In addition to clause 4.4, the Company reserves the right to charge the Customer storage on Goods not collected or delivered within 10 working days of notification of their availability at the rate of £10.00 per week or part thereof.

5.4 The Company reserves the right to deliver the Goods to site at a date agreed between the Company & the Customer *prior* to an agreed fitting date if the Goods need to acclimatise prior to fitting.

5.5 Any failure on the part of the Company to deliver Goods or fit Goods on a pre-arranged date due to the Company's suppliers failing to deliver the Goods shall not entitle the Customer to repudiate any part of these Terms.

#### 6. Quotations

6.1 A written quotation accepted by the Customer for work to be carried out by the Company MUST be checked by the Customer to ensure that it meets their requirements of both timeliness & materials to be used. Implicit in acceptance of any such Quotation is the acceptance of these Terms.

6.2 Any remedial work or extra materials needed as a result of the Customer's failure to adequately check the Quotation in accordance with Clause 6.1 will be charged to the customer.

#### 7. Special Offers

7.1 We will run Special Offers from time to time which will be time critical. Therefore, once you have accepted a quotation, we will not be obliged to apply terms of a new Special Offers to your contract retrospectively.

For After Sales service & advice please do not hesitate to contact the Company either by phone on 01271378218 or email to [finishingtouchflooring@gmail.com](mailto:finishingtouchflooring@gmail.com)

Guarantees are provided entirely subject to a fair wear & tear policy & do not apply where misuse, lack of proper care and maintenance or neglect is obvious.

None of these terms affect your statutory rights under UK Sale of Goods legislation.