

# Terms and Conditions

## 1.0 Background

- (a) The customer is of the opinion that Essex Contract Flooring has the necessary qualifications, experience and abilities to provide services to the Customer.
- (b) Essex Contract Flooring is agreeable to providing such services to the customer subject to their terms and conditions set out below.

## 2.0 Interpretation

- "Customer" shall be the person who accepts a quotation for the installation of the goods.
- "Contract" shall be the Contract for the Services offered by the Company.
- "Company" shall be Essex Contract Flooring.
- "Completion" shall be the final date at which the installation is completed.
- "Fitter" shall be the person(s) sent by the Company to fit the floor.
- "Price" is the total price for the services offered by the Company.
- "Services" shall be the contract floor installation work carried by the Company on behalf of the customer

## 3.0 Basis of the Sale

- (a) The Company shall sell and the Customer shall purchase the Services as detailed in the Contract/ quote and mutually agreed by the Company and the Customer. The Customer shall read these Terms and Conditions thoroughly before agreeing to any services offered by the Company. By agreeing to the services offered you are agreeing to these Terms and Conditions. If the Customer has any confusion over any of the Terms and Conditions, he/she must clarify this before they agree to the Services.
- (b) The Customer's signature on the Contract or a received purchase order constitutes as a legally binding order by the Customer
- (c) Only the work detailed in the Contract/ Purchase Order will be carried out by the Company. Any additional works carried out will be at an additional cost agreed with the customer prior to floor installation.

## 4.0 Price

- (a) The Customer shall agree to pay the Company the Price as mutually agreed. The price shall remain fixed for 90 days from the date of the Contract. The Company reserves the right to change the prices of its services from time to time to reflect the change in living costs.
- (b) The price quoted is on the agreement that the Fitter will find no faults or hindrances before fitting takes place. Any unforeseen obstacles could result in the termination of the Contract or new Pricing. The Company reserves the right to amend the Contract by the net amount of any extra costs arising or incurred by the Company occurring before completion of the works as specified in the Contract/ Purchase Order.

# Terms and Conditions

## 5.0 Terms of Payment

- (a) You are to pay us in cleared funds before installation unless you have an approved credit account.

## 5.1 Account Customers

5.1.1 If you fail to pay us on agreed due date we may;

- (b) Charge you interest at the rate set under s.6 of the Late Payment of Commercial Debts (interest) Act 1998;
- calculated (on a daily basis) from the date of our invoice until payment;
  - compounded on the first day of each month; and
  - before and after and judgement (unless a court orders otherwise);
- (c) Claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
- (d) Recover (under clause 5.8) the cost of taking legal action to make you pay.

## 6.0 Installation and Completion

- (a) Installation of the Goods shall be undertaken by the Company strictly in accordance with the Contract and these terms and conditions.
- (b) The Fitter reserves the right to refuse to fit the floor due to the rooms not being prepared. The Company will then arrange another time for the Fitter to return to fit the floor. This will therefore incur an additional cost to the Customer for wasted time, wages and related costs.
- (c) Completion of the Contract shall take place on completion of the floor installation and the Customer or site representative will signoff the work. Once signoff has occurred you are legally bound by these Terms and Conditions. If there are any disputes with the work carried out by the Fitter, the work must not be signed off. Signoff is at the Customer discretion. Any damages and marks found in the floor that have been caused by the fitter will only be rectified if pointed out to the Fitter before the Customer has signed off the work. Any damages noticed after this time i.e. the following day, will be assumed to be the fault of the Customer and will not be rectified.
- (d) Any changes to the original Contract will be agreed and signed off by the Customer before they are carried out. Any disputes after this Signoff will not be rectified.
- (e) Due to the cost of loading and landfill tax, carpets and old flooring that is uplifted in order for the new floor to be laid will not be removed by the fitter unless previously agreed and written into the contract. Rubbish will only be removed if this has been costed into the Contract.
- (f) It is recommended a full survey of the floor is carried out prior to floor installation. If a survey is not carried out the Company accepts no responsibility for any movement etc to the floor as a result of damp or uneven flooring.

## 7.0 Warranties and Liabilities

# Terms and Conditions



- (a) All Services are guaranteed for 1 year from the date of floor installation. Material is only guaranteed against any fitting faults and not any faults in the material.
- (b) The Company shall be under no liability whatsoever in respect of any defect arising from subsidence or building movement. Nor shall the Company be under any liability for movement due to damp. It is the Customers responsibility to get the sub floor checked prior to the floor installation and to make sure the sub floor is in the correct condition to lay on.
- (c) The Company shall be under no liability under the above warranty, condition or guarantee if the Price of the Contract is not paid on the due date from the date that the payment is due until such a time as the Price is paid in full. The Customer's statutory rights are not affected. If the Customer has any doubts as to their statutory rights they should seek independent legal advice.
- (d) In the case of death or personal injury caused by our negligence, liability under or in connection with this or any other agreement between us whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £5,000,000.
- (e) Neither of us shall be liable to the other in contract, tort, negligence, breach of statutory duty or otherwise of any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other of an indirect or consequential nature including without limitation any economic loss or other loss of turnover profits, business or goodwill.

## 8.0 General

- (a) This Contract shall be subject to the jurisdiction of the U. K courts and constructed according to relevant UK law.
- (b) The company reserves the rights to change these Terms and Conditions from time to time. This will not affect the Terms and Conditions that are agreed by the Customer at the time the floor installation service was purchased.

## 9.0 Cost and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

## 10.0 Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## 11.0 Enurement

This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

## 12.0 Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.