

DEFINITIONS AND INTERPRETATION

“Company”/“Company’s” shall mean Cheshire Décor Floor Limited, a Company registered in England with Company number: 09117067, registered address: c/o Pm+M New Century House, Greenbank Technology Park, Challenge Way, Blackburn, BB1 5QB T/A Selecta Carpet & Flooring who shall provide the Goods and Services detailed in the invoice in the course of trade or business.

“Contract” shall mean the Contract, comprising these terms, for the supply of Goods and Services.

“Consumer” shall mean any customer who is purchasing outside the course of his or her business or trade.

“Purchaser” shall mean the Consumer submitting an Order for Goods and Services, named in this Contract and shall include their executors, administrators and assigns.

“Order” shall mean the Order (on the attached invoice) by the Purchaser for the Goods and Services accepted by the Company.

“Goods” shall mean the items required by the Purchaser and shall be exclusively detailed in the attached invoice, and any descriptions applying thereto shall be core terms and shall exclude any additional Goods which shall be chargeable in addition to the price given in the invoice.

“Services” shall mean the Services relating to the fitting/installation of the Goods.

“Fitter”/“Fitters” shall mean the third party flooring Contractor who shall install/fit the Goods detailed in the invoice in the course of trade or business.

1. General Terms

1.1. These terms: will apply to the Purchaser of Goods and Services (as those terms are defined below) from the Company; may only be changed in a document signed by one of the Company’s directors; and form the entire understanding between the Purchaser and the Company and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.2. By accepting the Contract, the Purchaser is confirming that they are a Consumer. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this Contract.

1.3. As a Consumer, there are certain terms implied into the Purchasers Contract with the Company which the Company cannot exclude or limit (for example, under the Consumer Rights Act 2015 the Company have to supply Goods to the Purchaser which are of satisfactory quality). It is important for the Purchaser to know that nothing in these terms affects these statutory rights.

1.4. Nothing within this agreement shall operate to restrict the statutory rights of a consumer in any way. In respect of Commercial transactions, the Company restricts rights to the fullest extent permitted by law; the commercial Purchaser being better placed to insure against failure.

1.5. No waiver by the Company of any breach of the Contract by the Purchaser is considered as a waiver of any subsequent breach of the same or any other provision.

1.6. Each provision of this Contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Contract and the remainder of the provision in question shall continue in full force and effect.

1.7. The laws of Wales and England shall apply to this agreement and the parties agree that the Chester County Court shall have sole jurisdiction in this matter.

1.8. Risk in the Goods passes upon delivery and fitting, but title will only pass to the Purchaser upon payment in full being made.

1.9. This Contract is made on the assumption by both parties that normal conditions prevail and that any unusual conditions which materialise shall be in addition to this Contract.

1.10. Any communication to the Company should be addressed to Home Style Carpets & Flooring (Chester) Limited, 7 T

2. Purchasers Order for Goods and Services

2.1. The Order shall be detailed on the invoice attached to these terms. Once the Order has been completed and signed by the Purchaser and received by the Company, the Order shall be deemed to have been accepted by the Company unless the Company notify the Purchaser to the contrary within 7 days of the Purchaser signing the Contract (in which case the Company shall promptly refund any sums paid by the Purchaser in respect of the Order).

2.2. The Purchaser warrant to the Company that the Purchaser: have the right to Contract with the Company to supply the Goods and Services at the premises where they are to be delivered to and installed; and will supply the Company with such information, rights of access, and mains electricity that may reasonably be required by the Company/Fitter in order to deliver the Goods and perform the Services and/or check the Goods and their installation where the Purchaser notify the Company about a problem with the same.

3. Price and Payment

3.1. All prices are based on work being carried out during normal working hours being 9am – 5pm Monday to Friday.

3.2. All Orders must be paid in two parts, a 50% payment of the total invoice on acceptance of order and the remaining 50% upon the completion of fitting/installation.

3.3. All Goods shall remain the property of the Company until payment in full is received.

3.4. If full and proper payment is not made in accordance to the payment schedule detailed in the invoice, it shall be in the Company's discretion as to whether the guarantee operates to part or at all, save as for any arrangements to the contrary reached in writing. In any event, where no scheduled payments are agreed, payment (being the balance due) shall be immediately payable upon completion of fitting/installation.

3.5. The Company reserves the right to vary prices where such variation becomes necessary due to fluctuations in VAT, Government levies or other such variations beyond the control of the Company, such as currency fluctuations and other increases levied by manufacturers, importers or suppliers. On such variation prior to commencement, the client shall have the option to withdraw from this Contract without penalty or to continue on the basis of an amended price. Where such variation takes place subsequent to commencement, the Purchaser shall pay the increase.

4. Delivery of the Goods and Supply of the Services

4.1. The Company/Fitter will deliver the Goods and supply the Services to the delivery address noted in the Order.

4.2. Unless otherwise expressly agreed in writing, any delivery or supply date or time specified by the Company in any Order or otherwise is a best estimate only and the Company will not be liable to the Purchaser for any loss or damage (including for the avoidance of doubt any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time related to a cancelled or delayed fitting

appointment) sustained by the Purchaser if the Company/Fitter fail to meet that time scale because of circumstances beyond the Company's/Fitter's reasonable control.

4.3. If the Purchaser becomes unable to pay their debts (or have no reasonable prospect of so doing), make an arrangement with their creditors, suffer a bankruptcy order or breach their payment obligations and/or the obligations set out under the Contract, then the Company may, as well as any other rights which the Company have under this Contract, immediately terminate the Contract and suspend or cancel further delivery or supply.

4.4. Whilst every attempt will be made by the Company to ensure that the Goods supplied match in every respect any samples shown or description given to the Purchaser, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle the Purchaser to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change.

4.5. Unsuccessful installations: Purchaser payments/good-will refunds will not be made and the Company shall not be liable to the Purchaser if the Company/Fitter are prevented or delayed in the performing of any obligations to the Purchaser if this is due to any cause beyond the Company's reasonable control including (but not limited to): delays caused by the Company's suppliers, shipping delays, an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by the Purchaser to give the Company a correct delivery address or notify the Company of any change of address; home adaptations; pre-installation payments not received.

4.6. Where the Purchaser fails to meet and/or agree the delivery date, full payment must be made. The Company will not accept postponement of fitting unless full payment is received.

4.7. Purchasers should ensure that the Goods they purchase can be delivered to their installation address and that any doorway or stairwell etc. is wide or high enough to Goods to be delivered. Unless a contrary intention appears in the invoice, delivery shall be complete when Goods are delivered to the Purchasers' land and no warranty or promise is given by the Company that the Goods can be delivered into a property or to a specific room.

4.8. Where the Fitter and/or delivery personnel are requested to deliver to a specific room or property, such is done at the Purchasers' own risk and no liability shall rest with this Company in respect of damage to decorations, ornaments or fixtures (such as door frames and the like). The Company will store Goods not capable of being delivered for these reasons, namely inability to deliver Goods into specific rooms or to the Purchasers property, for three weeks, whereupon a storage charge shall become payable.

4.9. The Company/Fitter accept no liability in respect of incorrect fitting; shortage or oversupply where such is due directly to the Purchasers' own measurements being incorrect. Purchasers are therefore reminded to check measurements or ask the Company to do so prior to the Order being placed. Unless the Company/Fitter have measured the area, the Company/Fitter are not liable for any product that has been bought or measured incorrectly. The Company can arrange to measure the area for the Purchaser so that the Purchaser can order the required amount.

4.10. The Company/Fitter shall not be liable for the removal and/or replacement of furniture and it is the responsibility of the Purchaser to ensure that there is available space for fitting/installation prior to delivery, unless otherwise agreed beforehand in the Order. Where the Purchaser fails to undertake such measures prior to delivery, the Company and/or Fitter shall assist the Purchaser in such removal and re-siting of existing furniture under the direct supervision of the Purchaser and on the sole condition that any liability arising from such activity is accepted by the Purchaser in full. Fragile and heavy items are the Purchasers' responsibility and should be moved prior to delivery.

4.11. The Company/Fitter shall not be liable for the uplift, removal and/or disposal of existing floor coverings, carpets or underlay, unless otherwise agreed in the Order.

4.12. The uplift of existing carpets and underlay and/or vinyl and the removal and replacement of furniture is not included in the Company's standard fitting service. This service can be arranged in advance for an

additional charge. If the service proves to be necessary on the day of fitting an additional charge will apply. This service excludes uplifting existing laminate and/or wood flooring, unless otherwise agreed in the Order. This additional service can be quoted for separately.

4.13. The disposal of existing carpets and underlay and/or vinyl furniture is not included in the Company's standard fitting service. This service can be arranged in advance for an additional charge. This service excludes the removal of existing laminate and/or wood flooring, unless otherwise agreed in the Order. This additional service can be quoted for separately.

4.14. The Company shall not be liable under any circumstances for under floor Services, floorboards etc. particularly where central heating pipes and electrical cables which are close to the carpet fixing area.

4.15. The Company shall not be liable for incorrect fitting of the Goods if Purchasers instruct their own Fitters to undertake such work. Purchasers are therefore reminded that payment agreed between them and their own Fitters will become payable directly to the Fitters upon completion. If the Company is instructed in respect of fitting, the price given shall include fitting where specified.

4.16. Pattern matching cannot be guaranteed unless specifically requested in the Order. To pattern match or fit without joints an amount of covering in excess of the measurements will be required. Additionally, pattern matching on stairs may not be possible where more than one flight of stairs require carpeting. The Purchaser should specifically request such matching in the Order if desired being mindful that such requests may not be capable of being fulfilled.

4.17. The Company reserves the right to have any damaged carpets professionally cleaned where damage is caused to them by any cause for which the Company is directly responsible.

4.18. The Company do not have a delivery service. Goods purchased for supply only will be delivered to the Company's warehouse ready for collection by the Purchaser during business hours (9am - 5pm Monday - Friday), at least 48 hours' notice of collection is required.

4.19. If doors need easing the Company/Fitter will be unable to fit the flooring. The Company will only remove the doors as a gesture of goodwill. The Company can arrange for them to be eased at an additional charge of £25 per door, which will become payable directly to the joiner on completion of door easing. Additional charges will apply to exit doors, fire doors & steel lined doors.

4.20. Kick boards and side panels can be removed and trimmed on site for an additional charge. Items that have a high gloss finish will need to be trimmed by a third party. The Company can however arrange for them to be trimmed at an additional charge.

4.21. No responsibility is taken for damage to underfloor pipes, or for damage to alarm cables where they are concealed from view or are obstructing the area that the Company/Fitter have agreed to work in.

4.22. If the Purchaser requires the Company/Fitter to screw down squeaky floorboards, every care is taken to not puncture a pipe. This is a goodwill gesture done by the Company, but due to the fact the pipes are not visible to the Fitter, no responsibility or liability is taken for any leak that may arise.

4.23. If appliances are required to be moved, there is a charge of £20 per item. Large American style fridge/freezers and double/range ovens will incur an additional charge and are priced at the discretion of the Fitter. No responsibility or liability is taken for disconnection and re-connection. The Company can arrange for a Gas Safe registered third party to disconnect and reconnect gas appliances and this will be added to the price quoted in the Company's Order.

4.24. The Company/Fitter cannot be held responsible for any damage or failure of the floor finish due to a sub floor that the Fitter has not fitted.

4.25. The Company/Fitter cannot foresee a sub floor condition if flooring or objects are obstructing it. Extra charges will apply should the floor need extra work when it is fully visible. This will be discussed with the Purchaser before any extra work commences.

4.26. Any works carried out by a third party and after a quotation from the Company has been accepted, is subject to a further site visit by the Company/Fitter to confirm measurements & floor levels. Any further materials & labour required arising from changes to the floor area by a third party will be chargeable.

4.27. Should the carpet need re-stretching, this will be carried out free of charge within the first six months, as long as it hasn't been professionally cleaned or lifted since fitting.

4.28. In new build installations, houses can be liable to shrinkage, especially wooden thresholds, door linings, architraves and skirting boards. Where this may happen and the wood pulls away from the flooring, this is not a problem with the installation. The Company will try and rectify the situation but the Company is not financially liable for the issue. A callout charge will apply for any remedial work undertaken.

5. Product

5.1. All pile fabrics are liable to shading and/or pile reversal, i.e., light and dark patches arising from unequal surface pressure. This tendency is not a manufacturing fault.

5.2. Colour reproduction can vary across batches of carpet. Carpets are matched back to the master sample to ensure that the colour remains within a commercial tolerance. Carpets varying in width (4m and 5m) may vary in colour as they may be from different batches. A greater level of tolerance is required for blended colours (heathers). Carpets that are identical, but laid with the pile travelling in different directions may appear not to match.

5.3. All carpets are graded for the use expected. The performance gained from each varies and Purchasers should consider the use the Goods will be put to before purchasing as no responsibility or liability can be accepted by the Company for incorrect selection.

5.4. The Company accepts no liability in relation to optical illusions such as carpet shading, pile reversal, water pooling or shadowing and for fading/colour loss due to sun exposure which are not defects. In respect of wear, damage caused by external means such as falling masonry, paint, water leakage, vacuum cleaners or other such items, or other such items which are not quality defects the Company accepts no liability. Additionally, uneven floors or contamination by other means shall not amount to quality defects. This clause shall in no way operate to take away the rights of a consumer to complain regarding serious defects, which the reasonable person may take to be serious. In respect of shading, the Company has booklets available explaining the phenomenon and Purchasers are put on notice that certain types of carpets such as velvets and saxony plain piles are most prone. This does not affect the durability or life expectancy of the carpet and does not amount to a quality defect.

5.5. The Company shall not be liable for departures from the specification within the Contract where such departures are due directly to unforeseen changes by manufacturers. In addition, no guarantee can be given that swatches and other samples will correspond directly with the final product, as some variation is permissible for different batches and suppliers. Where the Purchaser requires an exact match, such should be specified in the Order.

5.6. Purchasers are reminded that previously folded carpets sometimes take a few weeks to settle and, further, no liability for door easing shall be accepted.

6. Warranties for the Goods and Services

6.1. All warranties provided apply to the installation address and Purchaser only. The warranty is not transferable to any subsequent address. The Purchaser should retain their sales Order to identify their purchase in the unlikely event of needing to claim under the warranty.

6.2. Any warranty provided is subject to terms available upon request and is provided entirely by the manufacturer. These terms should be read in conjunction with the warranty terms. Any warranty provided with the Goods is limited to the extent of the warranty provided by the manufacturer/importer, and to the length of such warranty. Purchasers are reminded to complete all warranty cards/documents within seven days of installation where appropriate. No other warranty or guarantee is given with the Goods.

6.3. Any manufacturer's warranty does not cover appearance change, flattening and matting, fading, damage or wear due to abuse, misuse or poor maintenance, and may not be valid in the event of incorrect cleaning, use of solvents or chemicals which cause deterioration, damage caused by professional cleaners or others who attempt such cleaning, spillage or dampness or other environmental conditions which prevail. No liability in respect of shrinkage subsequent to cleaning will be accepted.

6.4. The manufacturer's warranty applies only to the carpet or floor covering as originally fitted and will not apply to carpets or floor coverings which have been moved, altered or already replaced under the terms of the warranty or to underlay or other items which may have been affected.

6.5. The Company reserve the right to have alleged defects with carpets inspected by manufacturers or importers so as to assess the nature and cause, particularly where the defect complained of is of an unusual nature and could benefit future production. The Company also reserves the right to inform manufacturers and/or importers of developing faults.

6.6. The Company will supply the Services under this Contract with reasonable skill and care and in accordance with the specification set out in the Order which the Company have provided to the Purchaser for those Services.

6.7. If the Services supplied by the Company are not in accordance with condition 6.6, above, the Purchaser should notify the Company in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to the Purchaser on a reasonable inspection of the Services. The Company will arrange with the Purchaser a time when the Company can visit the Purchasers property to examine the supplied Services and, if the Services are not in compliance with condition 6.6 the Company will, either remedy the defect in question or re-supply the defective Services.

6.8. Whilst every attempt will be made by the Company to ensure that the Goods supplied match in every respect any samples shown or description given to the Purchaser, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle the Purchaser to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change.

6.9. The Company warrant that, subject to condition 6.10, should any defect in material or workmanship occur within the relevant warranty period (noted in condition 6.2 above) after the date of delivery and installation of the relevant Goods, the Company will arrange with the Purchaser to examine the Goods and, if the Goods are defective, the Company shall either repair or replace the defective Goods free of any charge for labour or materials (always providing that the Goods have not been subject to any mis-use or modification).

6.10. The warranties provided in this condition 6 shall not apply: in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in the Purchasers possession.

7. Limitation of Liability

7.1. The Company will not be liable to the Purchaser by way of representation (unless fraudulent), common law duty or under any express or implied term of the Contract for: any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related Services or their use by the Purchaser; any losses which are not caused by any breach by the Company; or business or trade losses.

7.2. Nothing in this Contract excludes or limits the Company's liability for: death or personal injury resulting from the Company's negligence or that of the Company's employees and/or sub contracted Fitters; liability for damage to property or injury to persons under the Consumer Protection Act 1987; fraud; or any other matter that the Company cannot by law exclude or restrict.

8. Delay or Failure to Perform

8.1. The Company shall not be liable for delays caused by reasons beyond the control of the Company, such as adverse weather, illness, shortages, strikes and civil disputes.

8.2. The Company shall not be liable to the Purchaser if the Company are prevented or delayed in the performing of any obligations to the Purchaser if this is due to any cause beyond the Company's reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by the Purchaser to give the Company a correct delivery address or notify of any change of address.

9. Disputes and Arbitration

9.1. In the event of a dispute arising either party may refer the matter in dispute to arbitration or to a suitable qualified person, all fees to initially be shared equally amongst the Company and the Purchaser but subject to any award made by such an Arbitrator or a Court of suitable jurisdiction.

10. Notice of the Right to Cancel (Bespoke Goods)

10.1. The Goods (specifically Carpets (cut rolls), Vinyl (cut sheets), Artificial Grass (cut rolls) and bespoke Luxury Vinyl Tile) are bespoke and made-to-measure to the Purchasers requirements. As such they fall into the category of tailor-made products within the Consumer Contracts Regulations and hence the Purchaser will not be able to cancel the Purchasers Order once placed (subject to clause 10.2 below). This will not affect the Purchasers legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described.

10.2. Notwithstanding clause 10.1 above, Selecta Carpets & Flooring will accept cancellations of Orders of bespoke Goods placed provided that notice of cancellation is received within two calendar days starting on the date the Order is placed.

10.3. If the Purchaser specifies at the time that the Order is placed, that they want to overrule clause 10.2 above, and instruct the Company to arrange for the immediate ordering of the Goods in the Order, then this will be noted in the Order and be signed by the Purchaser at the time the Order is placed.

10.4. Subject to clause 10.2 and 10.3 above, the cancellation must be received from the Purchaser by email to accounts@cheshiredecorfloor.co.uk or by post to: Selecta Carpet & Flooring, 2 Gerard Street, Ashton in Makerfield, Wigan, Lancs, WN4 9AA. The notice of cancellation is deemed to be served from the day it is given to the Company via the email address or over the telephone number detailed in this clause. A cancellation form is attached for ease of reference.

10.5. The law says that the Purchaser is responsible for proving that they cancelled the contract, so to avoid disputes, it is a good idea to use a traceable method of posting or set a read receipt on the email.

10.6. To meet the cancellation deadline, it is sufficient for the Purchaser to send the communication concerning the Purchaser's exercise of the right to cancel before the cancellation period has expired.

10.7. Where the Purchaser wishes to cancel the Contract for the Order of bespoke Goods, the Purchaser deposit shall be forfeited (to a maximum of 20%) and shall be agreed as loss of profit damages and not a penalty. If less than 20% is paid by the Purchaser as a deposit, the balance to 20% shall be payable as agreed loss of profit damages.

11. Notice of the Right to Cancel (Non-Bespoke Goods)

11.1. The Goods (specifically Carpet Tiles, Vinyl Tiles, Laminate Flooring, and non-bespoke Solid Wood and Engineered Wood Flooring) are not bespoke. As such they do not fall into the category of tailor-made products within the Consumer Contracts Regulations and hence the Purchaser has the right to cancel the Contract within 14 calendar days of the order being placed, without giving reason.

11.2. If the Purchaser specifies at the time that the Order is placed, that they want to overrule clause 10.1 above, and instruct the Company to arrange for the immediate ordering and fitting of the Goods in the Order, to avoid having to wait at least 14 calendar days before ordering the Goods can commence, then this will be noted in the Order and be signed by the Purchaser at the time the Order is placed.

11.3. Subject to clause 11.1 and 11.2 above, the cancellation must be received from the Purchaser by email to accounts@cheshiredecorfloor.co.uk or by post to: Selecta Carpet & Flooring, 2 Gerard Street, Ashton in Makerfield, Wigan, Lancs, WN4 9AA. The notice of cancellation is deemed to be served from the day it is given to the Company via the email address or over the telephone number detailed in this clause. A cancellation form is attached for ease of reference.

11.4. The law says that the Purchaser is responsible for proving that they cancelled the contract, so to avoid disputes, it is a good idea to use a traceable method of posting or set a read receipt on the email.

11.5. To meet the cancellation deadline, it is sufficient for the Purchaser to send the communication concerning the Purchaser's exercise of the right to cancel before the cancellation period has expired.

11.6. If the Purchaser cancels the contract, the Company will reimburse to the Purchaser all payments received from the Purchaser with respect to the Order that has been cancelled.

11.7. The Company will make the reimbursement without undue delay, and not later than after the end of the day after which the Company are informed about the Purchaser's decision to cancel the Contract.

11.8. The Company will make the reimbursement using the same means of payment as the Purchaser used for the initial transaction, unless the Purchaser has expressly agreed otherwise; in any event, the Purchaser will not incur any fees as a result of the reimbursement.

12. Miscellaneous

12.1. The Company holds full public liability insurance, and a copy of Company's policy certificate is available on request.

12.2. Time will not be of the essence unless specified and agreed in the Order. The Company will endeavour to update and inform the Purchaser about any delay.

12.3. The Company do not hold stock and any items that are specifically ordered by a Purchaser will be subject to a handling charge if they are returned. Each supplier sets their own handling charge and is non-negotiable. This is out of the Company's control.