

CONDITIONS OF SALE & SUPPLY OF

Mark Stebbing Carpets & Flooring Ltd trading as Remarkable Carpets & Flooring

Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside Our Control:** is defined in clause 13.2;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Order:** your order for the Goods and/or Services;
- (d) **Services:** the services that We are providing to you as set out in the Order;
- (e) **Terms:** the terms and conditions set out in this document; and
- (f) **We/Our/Us:** Mark Stebbing Carpets & Flooring Limited t/a Remarkable Carpets, (14A Albany Road, Weymouth, Dorset. DT4 9TH)

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you.

2.2 Any written or verbal Order placed by you constitutes an offer by you to purchase the Goods and/or Services in accordance with these Terms. You are responsible for ensuring that the terms of any Order are accurate and complete.

2.3 When you submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.

2.4 These Terms will become binding on you and Us when We contact you to confirm that We are able to provide you with the Services or the Goods or when we take a deposit, or written confirmation, whichever is sooner, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK.

2.7 The images of the Goods on Our website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours or the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

2.8 During transportation and storage carpet pile may become slightly crushed and this may show as shaded bands across the pile. At the first turn when the carpet is rolled a pole mark may be seen. These will disappear as the carpet settles into its new environment and as the pile is flexed through regular vacuum cleaning.

2.9 Berber carpets use random blends of colours, which as a result may give a lined affect, the pile may pill (cob web effect across pile) These characteristics of this type of carpet and do not affect the wearing properties of the carpet. All carpet can be prone to a change in appearance where there are areas of twists and turns or heavy foot traffic. Random flecks may be apparent in the carpet and are not considered a fault We cannot be held responsible for this effect and by accepting these Terms you are accepting this.

2.10 Fitters undertake to carry out work with reasonable care and skill, but even with the greatest of care, accidents may happen and home decor may be marked or scuffed during the fitting process. New paintwork or wallpaper should be allowed to dry and harden before fitting, a minimum of two weeks is recommended.

2.11 When fitting flooring it is necessary to secure gripper, door bars & other materials to the sub floor with screws, nails staples, adhesives and other items, Mark Stebbing Carpets & Flooring Ltd and the fitter will not be held responsible to any damage to sub-floor with regards to this.

2.12 **FLOOR PREPARATION** Wooden Floor Boards: Ply, Staple fixed using 19mm staples or ring shank nails, inevitably following contours of sub-floor, feather finish to joints. Timber is a natural product that will expand &

retract with temperature change, in time resulting in the possibility of joints showing. Solid sub-floor: Latex is a floor smoothing compound not floor leveller, hand trowel laid to manufacturers' specification, one coat of latex laid at 3mm thick, whilst every effort will be made to create a flat surface, the original sub-floor surface will determine the final aesthetic look of the floor.

2.13 UNDER FLOOR HEATING is required to be shut down 48hrs before, during and after installation then brought up in increments of 3 degrees per day.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you; and
- (b) changes in relevant laws and regulatory requirements

3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect.

3.3 As We deal exclusively in made to measure Goods, because we make the Goods to your specific requirements, you will not be able to cancel an Order once it is made. Should you decide to cancel an order you will be liable in full for the total value of the materials including VAT.

4. MADE-TO-MEASURE GOODS

4.1 We may make the Goods or cut the Goods according to the measurements you provide Us, We offer a free measuring service which we recommend that you use as We accept no liability for incorrect measurements. Please make sure your measurements are correct and accurate. Unfortunately, We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

5. DELIVERY OF GOODS

5.1 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 13 for Our responsibilities when this happens.

5.2 If you have asked to collect the Goods from Our premises, you can collect the Goods from Us at any time during Our working hours of 9am – 5pm Monday to Friday.

5.3 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.

5.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery, a re-delivery charge may be applicable

5.5 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.

5.6 You own the Goods once We have received payment in full, but not before then.

5.7 If before title of the Goods passes, we may at any time require you to deliver up the Goods and if you fail to do so, We may enter any premises where the Goods are stored in order to recover them

5.8 It is your responsibility to provide prompt and safe access for our vehicles and to ensure a clear way into the building where the Goods are to be delivered.

6. IF THE GOODS ARE FAULTY

You have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

7.1 The Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee which can be provided on request with the Goods.

7.2 If you are dissatisfied with the product we will contact the manufacturer and complete a complaint form on your behalf, the manufacturer may instruct an independent inspector (sometimes at a cost to you) to inspect and provide a report, once the process has started we will work as an intermediary until the manufacturers final decision.

8. SELLER'S GUARANTEE OF GOODS

8.1 We guarantee that on delivery and for a period of 12 months from delivery, the Goods shall be free from material & installation defects. Excluding repair work that shall be 6 months. However, this guarantee does not apply in the circumstances described in clause 8.2.

8.2 This guarantee does not apply to any defect in the Goods arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Goods in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of Our authorised repairers; and
- (e) any specification provided by you.
- (f) Changes in atmospheric temperature, moisture and humidity causing failure to sub-floor preparation ie ply/ latex.

8.3 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. PROVIDING SERVICES AND YOUR OBLIGATIONS TO US

9.1 We will supply the Services to you from the date set out in the Order or the date agreed between Us.

9.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 13 for Our responsibilities when an Event Outside Our Control happens.

9.3 We may need certain information from you that is necessary for Us to provide the Services. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If we suspend the Services under this clause 9.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices We have already sent you or for any Goods.

9.4 We may have to suspend the Services if We have to deal with technical problems. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 9.4 but this does not affect your obligation to pay for any invoices We have already sent you.

9.5 If you do not pay Us for the Services when you are supposed to as set out in clause 11.5, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts we will contact you to tell you this. This does not affect Our right to charge you interest under clause 11.6.

9.6 In order for Us to carry out the Services it is your responsibility to ensure:

- (a) that the floor covering received is the one that you ordered and is in the correct colour and size and that you inspect it for any apparent faults prior to installation and fitting and advise Us as soon as possible (and before any fitting commences) if there are any problems. Once the Services have commenced we cannot accept any responsibility for the wrong materials;
- (b) that there is a good quality underlay in place and that the floor space is of a suitable finish and ready for the supply of the Services;
- (c) that all doors are removed prior to the Services being performed (where necessary)
- (d) that the work area is safe and that there is suitable access.

- 9.7 At the point of estimation we may not know if there is enough clearance for the doors to clear the new flooring, If doors need to be trimmed to allow clearance We may have to delay the provision of the Services whilst you instruct a carpenter to carry out the work, or We may carry out the work at an additional charge to be agreed between Us either verbally or in writing.
- 9.8 We do not offer a Hoovering service
- 10. IF THERE IS A PROBLEM WITH THE SERVICES**
- 10.1 In the unlikely event that there is any defect with the Services or Goods:
- (a) please contact Us and tell Us as soon as reasonably possible;
 - (b) please give Us a reasonable opportunity to repair or fix any defect; and
- 10.2 You may have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 11. PRICE AND PAYMENT**
- 11.1 The price of the Goods and/or the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.
- 11.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect.
- 11.3 [The prices for the Goods exclude delivery costs, which will be added to the total amount due.]
- 11.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our site, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 11.5 Where We are providing Goods to you, you must make payment for Goods in full at the time of the order by cash or credit or debit card. Where We are providing Services to you, We will ask you to make an advance payment of 50% of the price of the Services. Your rights to a refund on cancellation are set out in clause 14. We will invoice you for the balance of the Services and payment will be due as follows:
- 11.5.i if you are a consumer, the date that we have finished performing the services; and
 - 11.5.ii if you are a Commercial Consumer, within 30 calendar days of the date of the invoice.
- 11.6 Payment by credit cards incurs an additional % charge which is displayed in the showroom.
- 11.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds TSB Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 12. OUR LIABILITY TO YOU**
- 12.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 12.1 If We are installing the Goods and/or providing Services in your property, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation

and/or performance by Us, nor will we be responsible for any burst or hit pipes or under floor connections that cannot be seen by the naked eye howsoever caused, nor will not be held responsible for any damage or rectification costs to the subject or any other damage caused.

12.2 Rooms must be cleared of furniture unless arrangements have been made with the store in advance. Additional costs will be incurred if this has not been agreed. Any accidental damage to items of moveable furniture will not be the responsibility of the company or fitters.

12.3 We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.4 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by either failure of our suppliers estimated production/delivery dates, faulty materials or Events Outside Our Control.

13.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood,

earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

13.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

13.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 14. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 14.

14. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

14.1 Unfortunately, as the made-to-measure Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described).

15. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

15.1 If We have to cancel an Order for Goods and/or Services before the Services start or the Goods are delivered:

- (a) We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the

Services. We will promptly contact you if this happens.

- (b) If We have to cancel an Order under clause 0 and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you.
- (c) Where We have already started work on your Order for Services or made-to-measure Goods by the time We have to cancel under clause 0, We will not charge you anything and you will not have to make any payment to Us.

15.2 Once We have begun to provide the Services to you, We may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you. If goods have been installed the refund will become applicable on removal from your premises.

15.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 11.5. This does not affect Our right to charge you interest under clause 11.6; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within 10 days of Us asking you to in writing.

16. GUARANTEE

16.1 If you are a Commercial Customer which is a limited liability company LLP or partnership then by written acceptance to proceed with an estimate or quotation from Mark Stebbing Carpets & Flooring Ltd, each director or partner agrees that they guarantee all the obligations and liabilities of the buyer and accept that they are entering into the Terms in their personal capacity and guarantees any payment required.

17. INFORMATION ABOUT US AND HOW TO CONTACT US

17.1 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our

customer service team at (01305) 783727 or by e-mailing Us at info@remarkablecarpets.com.

18. HOW WE MAY STORE & USE YOUR PERSONAL INFORMATION

- 18.1 We will use the personal information you provide to Us to:
- (a) provide the Goods and/or Services;
 - (b) process your payment for such Goods and/or Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
 - (d) The data stored by us will be kept for future reference to works that we have estimated and completed, this will also include personal data such as you name, address, telephone number and email address. This information is stored on a secure Microsoft SQL server data base management system, we hold an SSL certificate and use encrypted password (hash) for access.

19. OTHER IMPORTANT TERMS

19.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

19.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.

19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only

do so in writing, and that will not mean that We will automatically waive any later default by you.

19.5 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

MARK STEBBING C&F