

J R CARPETS LTD

TERMS AND CONDITIONS

A. Statutory Rights

None of the contents of these terms of business shall affect the consumer's statutory rights.

B. Estimates and Quotations

1. J R Carpets Ltd. will provide consumers with a verbal estimate as a rough estimate on the project cost. However it is only a guide and the detailed cost of the project is contained in the written quotation given when the order is confirmed.
2. J R Carpets Ltd. will provide a written quotation which will include an overall figure for the project. The following items will be covered by the quotation.
 - The product selected (where available the quality and colour selected)
 - The uplifting and disposal of the existing floor covering
 - The moving of furniture
 - The provision of underlay or sub floor preparation if it is apparent at the point of measuring
 - Installation costs
 - The provision of accessories such as door bars/ finishing profiles where required
3. Due to the increasing complexity of these devices J R Carpets Ltd. cannot accept responsibility for the disconnection and re-connection of hi-fi's, home cinemas, TV's, computers etc.

C. Measuring

1. J R Carpets Ltd. will carry out a detailed measure of the site which will be provided free of charge. Dependant on the consumer's location, there may be a small charge for return visits to cover the costs of time and labour which will be made refundable against the invoice value of the project if it goes ahead.
2. J R Carpets Ltd. cannot be held responsible for any difficulties created by inaccuracies in the consumer's own measurement of the project.

D. Installation

1. J R Carpets Ltd. will organise the installation of the consumer's flooring using qualified fitters working in accordance with The Carpet Foundations code of practice.
2. The consumer is responsible for the condition of the sub floor and if additional preparation work is needed to rectify undisclosed faults in the floor, additional charges may be made for installation.
3. Any delays in carrying out the installation not within the reasonable control of J R Carpets Ltd. will not be our responsibility.
4. If the installation is required outside the normal working hours a premium for overtime payments may be added.
5. The position of the wiring and piping in vulnerable places must be drawn to the attention of the fitter. J R Carpets Ltd. cannot be held responsible for the accidental damage to the pipe work or cables as a consequence of a failure on the consumer's part in this respect.
6. Most vinyl flooring manufacturers recommend a latex smoothing compound to be applied prior to the installation of their materials. This is not always included in the quotation and should be regarded as an extra if required. Please note that unless otherwise stated, the standard thickness for a latex screed is not to exceed 3mm and is in no way a levelling compound.
7. If carpet requires a seamed join it must be appreciated that it is impossible to achieve a completely invisible seam.
8. J R Carpets Ltd. will provide a free one year guarantee against installation faults.
9. Due to a number of variables, carpet and vinyl may "relax" in the first few weeks following installation and this may require a re-stretch/ easing which J R Carpets Ltd. will undertake at no cost.
10. Any problems with installation should be referred to J R Carpets Ltd. as soon as possible.

E. Guarantees and The Carpet Foundation Consumer Code of Practice

1. J R Carpets Ltd. will inform consumers of the guarantees which are provided for the products we sell.
2. J R Carpets Ltd. support the Carpet Foundation Consumer Code of Practice and adopt its contents in order to ensure that the consumer is treated in accordance with the best selling practices in the UK.

F. Cancellation of Orders

1. When an order is placed a contract exists between the consumer and J R Carpets Ltd. cancellations are not normally acceptable although in extenuating circumstances, where the consumer cancels on reasonable grounds a full refund of the deposit will be made (less any charges for work already completed).
2. In such cases any deposit paid would be refundable (less any charges)
3. Cancellations made for other reasons can lead to a loss of deposit and charges for the consumer for other work undertaken by J R Carpets.

G. Delivery & Installation Deadlines

1. J R Carpets Ltd. will liaise closely with the consumer over delivery and installation dates to ensure that the consumer is not unduly inconvenienced if any problems occur.
2. When placing the order, the consumer must inform J R Carpets any "critical deadlines" by which time the project must be completed.

H. Payment Methods

1. J R Carpets will ask for a maximum deposit of 50% on confirmation of the order.
2. The balance of the total amount to be paid will become due on completion of the installation.
3. Payment methods may include cheque, BACS, credit card, debit card or cash. Outstanding amounts not paid attract interest at a rate of 2.5% above base rate per month. The pursuit of consumers who fail to pay on time may lead to professional charges which may be passed on to the consumer.
4. The consumer's deposit is protected against business failure by the Carpet Foundation Deposit Protection Scheme.
5. The re-presentation of dishonoured cheques will lead to a payment of £30 charged to the consumer.
6. Any additional payments for extra items will be shown on a separate invoice and will only be undertaken once the agreement of the consumer has been obtained for the extra work.
7. All flooring materials remain the property of J R Carpets Ltd. until payment is made in full.

I. Product Related Information

1. All material measurements are provided subject to a tolerance of plus or minus 1.25% in accordance with BS3665.
2. Cut pile carpet products may develop "pile reversal" which is a localised change in the direction of pile lean which alters the pattern of reflected light to give a light and shade effect. This naturally occurring phenomenon does not affect the carpet's resistance to abrasive wear.
3. On all carpet, some tracking marks will occur in heavy traffic areas during the normal wear life of the carpet.
4. Berber or "Berber-look" carpet may contain random flecks of colour which can sometimes create a lined effect which would not be apparent in a small sample.
5. Colour matching between different production batches, including different widths of carpet cannot be guaranteed. The consumer must make it clear to J R Carpets where exact colour matches are required.
6. Individual samples held by J R Carpets Ltd. will be unlikely to be from current production batches and should only be used as a colour guide not an exact match. Where colour is critical J R Carpets Ltd. will obtain a stock cutting from the manufacturer/supplier.
7. When a new carpet is installed, J R Carpets Ltd. would recommend a new underlay as this can have a positive impact upon the wear life of the carpet.
8. The flooring supplied must be maintained in accordance with the manufacturers or J R Carpets Ltd. recommendations.

J. Complaints

1. J R Carpets Ltd. use the complaints, conciliation and arbitration procedures set out in the Carpet Foundation Consumer Code to help resolve any disputes which, although a rare phenomenon, could occur with your order.
2. In the first instance any complaints about the product, the underlay/ sub floor preparation, accessories or the installation should be referred as soon as possible to J R Carpets Ltd. where every effort will be made to resolve the matter with the minimum of delay.