

# Profile Carpets & Flooring Limited

## Terms & Conditions

**Profile Carpets & Flooring Limited is a small family run Retail Business, we understand that purchasing flooring can be expensive, therefore our terms and conditions take this into consideration.**

**Our terms and conditions are in addition to your statutory rights and will not affect these.**

### **1. Measurements & Quotes**

- 1.1 We provide a no obligation, free measurement and quotation service, with the understanding that it is at our risk, not the customers risk, in the unlikely event of any errors.
- 1.2 All our quotes are valid for 30 days unless otherwise stated.
- 1.3 Whilst we are happy to use customers own measurements, please note that before an order can be placed, the customer will be asked to re-check measurements for accuracy. The company will be happy to re-check measurements at the customer's request.

In the event of customer measurements being used we will require a signature confirming these are not company measurements.

- 1.4 When we issue our quotes, we are providing you with two individual costs, material costs and the fitters fees.
- 1.5 Fitter's fees are based on the square metre area to be fitted and incur a minimum charge for an area of 20 metres squared or less. Staircases incur a separate minimum fee charge.
- 1.6 Carpet installations are based on one visit only, unless discussed and agreed prior to committing to payment.

### **2. Promotions and Repeat Customers**

- 2.1 Where there is a promotion, we will inform the customer at the point of them choosing a flooring, and this will be reflected within the quotation we send to you.
- 2.2 A repeat customer may be eligible for a discount, solely at the discretion of management.
- 2.3 Where a repeat customer receives a discount, this will be reflected in the quotation provided. The discount may be in addition to any promotional flooring chosen, solely at the discretion of management.

### **3. Acceptance**

- 3.1 By accepting one of our quotes and placing your order with us, you are, by extension, accepting to be bound by our terms and conditions.

### **4. Payment & Purchases**

- 4.1 Profile Carpets and Flooring Limited is a retail business therefore, all orders require a minimum payment of 50% materials costs as a deposit, for us to be able to order your required materials.
- 4.2 Once your materials have arrived at our facilities area the outstanding balance must be paid in full, prior to the date of your floor installation or collection of your materials.
- 4.3 You will be notified of your flooring arrival, asked for the outstanding balance, and arrangements made for an installation date (if not already pre-agreed) by the admin team.
- 4.4 The product(s) is/are owned by Profile Carpets & Flooring Limited until the customer has completed the **full** payment process and 100% of the materials have been paid for, after full payment has been cleared the goods become the property of the customer.
- 4.5 Profile Carpets & Flooring Ltd reserves the right to cancel the order if full payment is not made before the date of installation of the flooring.
- 4.6 Fitters fees are separate from the materials charges and are to be paid to the fitter once the installation of your flooring is complete.

- 4.7 Where more than one visit will be required, the payment will be split according to the areas being fitted.
- 4.8 Any additional materials required which have not been quoted and invoiced for, will be payable to the fitter. This is an additional cost to the fitting charges.
- 4.9 Where a customer produces and purchases materials directly through their own measurement, the company and fitter shall not be liable for incorrect fitting, shortage, or oversupply of the required product.

## **5. Changes to your order**

- 5.1 If you find that after agreeing to a product you change your mind, please contact us as soon as possible. Product changes should be made within 24 hours of payment as we aim to order your product the same day as payment of materials, therefore not all changes may be possible.
- 5.2 Where it is possible for us to change a product, the customer may be subject to a price increase. The price value will be confirmed with the customer before committing to the product change.
- 5.3 We will inform the customer of any changes in estimated delivery changes or any other information which will impact upon the customers product or services, should they wish to continue with the product change before committing to the product changes.

## **6. Cancellation period**

- 6.1 We require a minimum of 48 working hours, for an installation cancellation.
- 6.2 We and/or the fitter reserve the right for any cancellations—with less than 48 hours' notice to charge a cancellation fee, and/or charge the fitting cost as quoted.
- 6.3 Where a new installation date is arranged within 48 hours (in place of complete cancellation) the fitting cost would still be applicable to be paid upon completion of the new installation.
- 6.4 If for any reason you require to cancel the purchase of your materials, and the products have not already been altered to your requirements, we will refund you for costs already made, subject to a minimum 25% cancellation and restocking admin fee (these are bespoke products).
- 6.5 Profile Carpets & Flooring Ltd reserves the right to cancel the order & fitting, if the full payment is not made before the due date of installation of the flooring.

## **7. Delivery dates**

- 7.1 Generally, a product delivery will take 5-10 working days to arrive to our storage area from the manufacturers, however there are some products which may take longer to arrive.
- 7.2 We can check availability of the chosen product before purchase should you require.
- 7.3 Whilst every effort shall be made to the customers satisfaction, delivery dates are approximations only and subject to availability.
- 7.4 Failure to deliver upon a stated date or specific time shall not render us liable for damages, lost time nor any other consequential loss.

## **8. Fitting**

- 8.1 We will liaise with our fitters to arrange the quickest fitting date for your floor installation.
- 8.2 All our fitters are self-employed, therefore by agreeing for us to fit your chosen flooring, you are appointing us as your agent to arrange the installation of your chosen product with the appropriate materials. We reserve the right to apply a nominal fee which is payable to us by acting as your appointed agent.
- 8.3 We will attempt to confirm a suitable installation date upon the arrival of your chosen product, if not already pre-agreed with you, we will re-confirm with you, in the case of unforeseen circumstances.
- 8.4 We have taken reasonable care to appoint the fitter(s) we believe is/are suitable to install the products you have purchased from us.
- 8.5 In the event that subflooring is incompatible with the product needed to secure your flooring, the fitter reserves the right to refuse to undertake the installation. The fitter cannot accept responsibility for the incorrect subfloors being incompatible unless we have provided the subfloor materials for the installation.
- 8.6 Where the subflooring is incompatible with the product, the fitter will give an explanation as to why it is not possible to complete the work.
- 8.7 Although we can supply Dryback Click flooring, our fitters are not able to fit this in a room bigger than 10m<sup>2</sup> due to the performance of the flooring when installed into larger rooms.

## **9. Uplift & Dispose**

- 9.1 It is the customers responsibility to uplift & dispose of the pre-existing floor right back to the sub-flooring unless otherwise stated in the invoice. If you wish the Company to undertake either/or all of this task on your behalf an extra fee will be charged and paid directly to the fitter, who will take care to lift your existing floor carefully and efficiently. The cost will be given to you on the day; unless pre-agreed.
- 9.2 We recommend that where possible a customer uplifts the flooring back to the subflooring at least two weeks before installation, this will show if there are any problems such as a damp floor which will allow time for the floor to dry out, and/or prepare for any necessary repairs prior to the new installation.
- 9.3 Where unexpected materials and/or labour is required, the fitter will inform the customer of any additional costs to be paid, which will be in addition to the fitter's pre-agreed fee.
- 9.4 Existing flooring which is stuck to the subflooring with adhesive may cause damage during the uplift if the incorrect adhesive has been used, the fitter is not responsible for the damage caused, please see subflooring.
- 9.5 Disposal of commercial waste incurs a government charge and the disposal costs paid to Profile Carpets & Flooring Limited enable us to deal with the disposal legally and responsibly.

## **10. Subflooring**

- 10.1 The sub-flooring must be in good quality for us to install your chosen flooring, this includes being clean, dry, and level where we have not been requested to include smoothing compounds for levelling/smoothing out the area before installation.
- 10.2 Where LVT, Vinyl or safety flooring products are chosen your floor may need a smoothing compound or floor grade plywood boards before being installed, we will attempt to inform you on the day an estimator attends the site to assess the area, take measurements and show you some of the required ranges.
- 10.3 We will reflect our recommendations within the quote under materials.

## **11. Underlay and Smoothing Compounds**

- 11.1 During the estimation & decision stage we use our expertise to advise you about the type of underlay which best suits your needs. As there are multiple types of underlay, we select the underlay which we consider has the best density for your selected carpet to help increase the longevity of its life and guarantee period.
- 11.2 Hard floors may require an underlay or smoothing compound(s) to even out the ~~lay~~ level of your flooring before installation. Using our expertise, we will discuss with you which type of materials are needed during the estimation & quotation period.

## **12. Samples**

- 12.1 We are happy to loan our samples to customers, to help you come to a decision about your required choice of flooring, colour and type.
- 12.2 We encourage you to move the samples around the area of required installation, this will help you to understand how the flooring will look on a larger scale within your home.
- 12.3 We ask that you return our samples, or arrange for to us to collect them, in the time agreed with you at collection.

## **13. Carpets**

- 13.1 We order our carpets to the size of the area(s) required.
- 13.2 Some carpets have multiple size widths or pile thicknesses. Where a customer chooses or requires two widths or pile thickness in the same colour; please be aware that there may be a slight shade change between two carpets which are laid next to each other.
- 13.3 We will attempt to order multiple sizes from one roll of carpet for customers who require multiple rooms in the same colour, however this is not always possible, which may result in a slight shade difference between two rooms laid next to each other.
- 13.4 Where we are unable to order from the same roll of carpet, we will inform the customer, as soon as possible, including any delays which may occur.
- 13.5 All carpets can have a light and/or dark areas called 'shadings', this is caused by some pile yarn changing directions which ~~is~~ alters the way the light is absorbed by the carpet. The factors which cause permanent shading are not fully understood and its occurrence cannot be predicted nor prevented. This **is not** a manufacturing fault and has no influence on the durability or the life of the carpet.

- 13.6 Some of our carpets may arrive with a cardboard pole to help us to manoeuvre larger carpets, as a result this may leave a small area of carpet slightly flattened, this is not a fault and is easily removed by regular vacuuming of the area. It can take up to three weeks to remedy the situation.
- 13.7 All carpets, even at room size, can be difficult to manoeuvre and are heavy, especially within property areas where the layout means restricted access space. With some areas this may mean that the carpet may have to be folded to gain access, which may leave a slight crease in the pile. We cannot accept responsibility for damage to the surface finish caused by the movement of the carpet in restricted areas.
- 13.8 We encourage our customers to use the left-over remnants, to test out a cleaning product before applying a cleaner to the carpet in use. Please refer to our aftercare leaflet.

#### **14. Sheet Vinyl**

- 14.1 Like carpet, sheet vinyl comes in multiple width sizes and is ordered by the area size required.
- 14.2 Sheet vinyl in large sizes, can be difficult to manoeuvre and are heavy, especially within property areas where the layout means restricted access space. ~~15.3~~ With some areas this may mean that the sheet vinyl may have to be folded to gain access, which may leave a crease. We cannot accept responsibility for damage to the surface finish caused by the movement of the sheet vinyl in restricted areas.
- 14.3 Sheet vinyl should be glued to the floor to stop any movement of the sheet, as such the correct subflooring should be in place.
- 14.4 Where customers ask for us to supply only, they should ensure that where plyboards are used they should be of WPB (Weatherproof Board) or floor grade at least 6mm thick, otherwise the glue will not be held by the wood.
- 14.5 We will inform the customer of this information during the estimate consultation. Where we are asked to supply the sheet vinyl only, and the customer has the incorrect sub-flooring, we cannot accept responsibility for any movement or future damage caused.

#### **15. Luxury Vinyl & Laminate Flooring**

- 15.1 All our LVT & laminate floors are of good quality; the wear of the tile will be explained during the consultation period.
- 15.2 All LVT and Laminate products have a minimum of 10 years guarantee.
- 15.3 We will identify the compatible products needed to be used with the tiles.
- 15.4 The tiles will be brought to your property on the day of preparation to help acclimatise the tiles to your home before installations.
- 15.5 It is natural to see little gaps between tiles within the first few weeks after installation, this is because tiles may expand and contract slightly due to weather conditions.
- 15.6 Fitting is guaranteed for a year, therefore where a tile comes loose, we will re-stick the loose tile as soon as a fitter is available. The fitting guarantee does not apply to damage caused due to human or animal involvement (e.g., chip, dent or scratch in the middle of a plank), nor natural wear and tear.
- 15.7 Where the customer notices any problems with their flooring once installation is completed, please alert Profile Carpets & Flooring immediately so that we can assess the problem and discuss the options available to rectify the situation, as soon as possible.

#### **16. Engineered Wood**

- 16.1 All our engineered wood floorings come with a lacquer or oil finish and comes with a 15-year guarantee.
- 16.2 Engineered wood is a natural product, which easily scratches, dents and bleaches in direct sun light, and as such our fitters will take the utmost care when installing the flooring but cannot take responsibility for any minor scratches nor dents caused.

#### **17. Accessories (Scotia, Door bars, gripper)**

- 17.1 Where scotia is fitted alongside laminate flooring, it may cause minor problems (e.g., becoming loose, etc). If this occurs within 6 weeks of the installation, we will revisit the site to put this right, on one occasion only. Please note that scotia needs a little care when hoovering, mopping, moving furniture, etc.
- 17.2 We will do our best to identify the correct door bars and gripper needed for your flooring. Although we will attempt to identify the correct accessories at the estimation stage, there are times when it is not possible to identify what will be required until the day of installation and therefore an estimate of costs for these accessories will not show on your quote.

17.3 Where it is not possible to identify what is required at estimation stage, for carpet installation the additional accessories required will be an additional charge payable directly to the fitter on the day of installation. The fitter will make you aware of any extra charges if applicable.

17.4 The fitters will make the customer and the shop aware of any problem(s) which may arise, and these will be discussed between the customer, shop and/or fitter to enable a satisfactory outcome.

## **18. Bespoke Goods**

18.1 Bespoke goods are made to the customer specifications. Bespoke goods include cuts of carpet & rugs, whipping & binding (also known as taping), as well as some stair bars, door bars & floor coverings.

18.2 Any materials chosen, is a bespoke or considered a bespoke product, we will inform you at the consultation period.

## **19. Whipping & Binding**

19.1 Whipping and Binding is a service which we offer & produce on behalf of our customers via a third party.

19.2 We will cut the carpet to specified sizes, however we take no responsibility if measurements are wrong, and the carpet is then cut to the wrong size.

19.3 Yarn will be colour matched as close as possible unless otherwise specified by customer at time of purchase/ordering.

19.4 Both whipping and binding are priced per linear metre.

## **20. Guarantees & Warranties**

20.1 All our flooring products have their own guarantees & warranties, as stipulated by the manufacturer.

20.2 Any product where the customer needs to register the product i.e., wool carpet, we will pass on the details of how to do this, or where a customer may struggle to register, we can do this on their behalf.

20.3 Where the customer is unsure of the products performance, we recommend that they contact us at their earliest convenience to speak to us about their concerns, so that we can recommend the best course of action for the customer.

## **21. Holding Materials**

21.1 We understand that at times our customers may purchase their materials for several area's but may only require for one or two areas at once. We are happy to hold on to the materials in our storage facility for the customer for a short period of time, to be discussed with the customer.

## **22. Doorways, Skirting Paintwork, etc.**

22.1 Should we recommend that a door will need trimming for your flooring to be installed, we would recommend you remove the door before installation and leave in a safe area.

22.2 We recommend you contact a carpenter to make the necessary alterations after installation so the door can be trimmed to the correct height.

22.3 All our fitters carry out their work with the upmost of care, but even with the greatest care, home décor may become scuffed or marked during the fitting process.

22.4 New paintwork and wallpaper are especially vulnerable and should be allowed to dry for a minimum of two weeks before your floor installation.

22.5 If your new flooring is shorter than the existing flooring, we will do our best to notify you of the options at the consultation period. We would also suggest you may wish to touch up your skirting board with paint or a staining product.

22.6 It's not always possible to avoid scratches and nicks to skirting boards, it is therefore recommended that you have some paint or stain product left over for any touch ups which may be required after the floor installation.

## **23. Furniture, White Goods and Utility Services**

23.1 It is the customers responsibility to remove the items from the area which the fitter will be installing the new flooring unless it has been pre-agreed at the consultation stage.

23.2 Any requests for assistance to help move furniture which has not been pre-booked will be at the discretion of the fitter and maybe subject to an additional fee to the pre-existing fitting charge.

23.3 We recommend that any large items be emptied before attempting movement and be moved by at least two people.

- 23.4 Customers must pack away any fragile or valuable items and place these in a safe area away from the installation area, due to difficulty in manoeuvring the materials required for installation. The fitters cannot take responsibility for any damage caused to any items which are considered valuable or fragile.
- 23.5 White goods (i.e., washing machine, dishwasher, fridge freezer, including gas appliances) must be unplumbed or disconnected. For your safety we recommend you contact a specialist appliance company to disconnect and reconnect these appliances.
- 23.6 The position of utility services such as electric, gas and water supplies must be clearly identified to avoid any accidental damage which could be caused by the fitter(s).
- 23.7 Any unprotected or loose wiring for alarms, computer systems, telephones, audio and video equipment should be run in trunking under the floor, or where the wires cannot be fully removed, we ask that they are pinned back out of the way so that it does not interfere with the floor installation.
- 23.8 If you are unsure, we recommend you seek the relevant professional to help you to cover or remove the area of concern.
- 23.9 Where the wiring and utility services are concealed from the fitter, we cannot take responsibility for any accidental damage caused during the installation of the flooring.

***These Terms and Conditions are important for you, the customer, and we would request that you take time to read through them for your own peace of mind and keep a copy to hand for future reference in the unlikely event of any problems occurring.***

I/We confirm I/We have read and understand the Terms and Conditions as set out.

Customer signature: \_\_\_\_\_

Customer signature: \_\_\_\_\_

Date: \_\_\_\_\_