



# City Carpets - Terms & Conditions

- 1 Interpretation.** In these conditions and the invoice, Customer means the person or persons purchasing the goods as detailed on the invoice. The goods means the goods described on the invoice. Contract means the contract for the sale by the company to the customer of the goods constituted by these terms and including the invoice. The company means, City Carpets, 204 Longbridge Lane, Birmingham, B31 4JT. The contractor means the self-employed floor layer. The headings are for convenience only and do not affect interpretation.
- 2 Legal Title.** The legal title of the goods shall remain the property of the company until any monies whatsoever which are owing to the company by the customer have been paid. The company reserves the right for its agents, servers or employees to enter the premises of the customer and repossess the goods in the event of non-payment of an outstanding balance.
- 3 Basis Of The Sale.** The goods are sold by the company on the terms contained in the sale of goods act 1979 except as expressly varied by the invoice and/or by these terms. No change may be made by the contract unless agreed in writing by the company.
- 4 Orders And Specifications.** The company may make any changes in the specifications of the goods which are required to conform with relevant safety or other statutory requirements or which do not materially affect their quality or performance.
- 5 Cancellations.** If any contract is cancelled by the customer prior to delivery the customer will be liable to pay the company 30% of the price of the goods to cover expenses incurred and this will be deducted from any deposit or advance payment paid by the customer. The contract cannot be cancelled by the customer after delivery. The company may cancel the contract at any time before it notifies the customer that the goods are ready for delivery/collection if it is unable to fulfil the invoice due to any cause beyond its control. In this event the company's only liability is to refund any deposit or advance paid by the customer.
- 6 Price Of Goods.** The price of goods provided by the company is set out on the invoice.
- 7 Terms Of Payment.** Full payment for the fitting services is due upon fitting payable by cash, cheque or bacs direct to the contractor. Full payment for goods and services detailed on the invoice is due upon delivery or collection of the goods whichever is applicable.
- 8 General.** No responsibility is accepted by the contractor for damages to under floor piping, cabling etc. (unless the exact locations of any obstructions are given in writing prior to the installation). Although the company will always endeavour to meet all delivery or collection agreements no liability will be accepted by the company for a claim of compensation should the agreed date be extended from the original agreement made. No liability is accepted by the company in respect of the goods supplied by the company in accordance with the customers own specification and/or measurements. Nothing contained within the terms and conditions of sales does, nor will, affect your statutory rights. All cut pile carpets, whatever their quality, method of construction or pile content, may show a shading effect when in use (and in some cases even without wear) though when and where it will occur cannot be predicted. Various referred to as water marking, pooling, tracking or pile pressure shading is characteristic of all textile materials with a pile or nap, but the effect is especially noticeable on plain velvet carpets or carpets with a high proportion of open ground in the pattern. Areas of shading are irregular in shape and size and have a darker appearance than the surrounding carpets when seen from one angle of the pile, which may be permanent. The shading affect, which may be accentuated by room lighting or certain areas of frequent use, does not affect the quality of wear/life of the carpet and is not a fault in manufacture. When carpets are selected from samples it is occasionally found that variations occur in colour to the actual carpet supplied. Every effort will, of course, be made to ensue as exact a match as possible, but no guarantee of matching can be given. The sizes as quoted for the width of carpet are approximate. This can vary due to several factors and the tolerance conforms with British Standards Institute No. 3655 allowing for a variation of +-1.25%. In the case of partial completion of an order, which may occur for a variety of reasons, the company shall be entitled to payment proportional to the amount of goods supplied and work carried out.
- 9 Cleaning.** City Carpets recommend that carpets should be cleaned by professionals. A dry cleaning method only should be used when cleaning woven carpets such as Wiltons and Axminsters as any other method of cleaning may result in the carpet shrinking or distorting.