

BARROW CLARK FLOORING

TERMS AND CONDITIONS.

1) OUR TERMS AND CONDITIONS

1.1) Terms for our services.

These are the terms and conditions on which we provide our services to you for your new flooring. Terms and Conditions specifically relating to flooring fitting can be found in part B below.

1.2) Why you should read them.

Please make sure you read these terms carefully before you accept your estimate and make your payment. These terms tell you how we will provide our services to you, how you can change your order, what to do if there is a problem along with other important information.

These terms limit our liability, impose obligations on you and permit us to charge you in certain instances.

2) YOUR ESTIMATE

2.1) Types of Estimate

Estimates are based on your own measurements for us to supply only or on those taken by a professional Estimator from our staff (who we refer to as Partners) who have visited your premises for the purpose of measuring.

2.2) Online orders and virtual estimating appointments

The estimates we calculate for supply only, whether it is in store, online or via virtual appointments are based on your own measurements and will be based solely on the measurements you provide. You therefore accept full responsibility for the measurements and purchases cannot be refunded or exchanged if they are incorrect for your requirements. Please check your measurements before acceptance and payment. You remain responsible for the measurements you provide should you not request a partner for a site visit.

Our standard cancellation charges will apply for failed deliveries.

2.3) Partners site visit

We will arrange a mutually convenient appointment for the purpose of a site visit. Should access not be available at the agreed time then a charge will be made. All structural changes must have happened prior to site visit otherwise an estimate will not be provided until the works are complete.

2.4) Basis of your estimate

Estimates will be based on the cost of products within the quotation. Estimates are created on the basis that no additional works will be required and all necessary building works are completed ahead of your fitting appointment. In addition, should you request the installation to take place over several days we may apply minimum fitting charges to each fitting appointment. This will mean further charges will apply and may be higher than your original estimate.

2.5) Your estimate

Once a partner has visited your property to obtain measurements we will provide you with an estimate. This may be during or after the site visit. Due to potential pricing changes our estimate will be deemed valid for fourteen days from the date of the estimate. If you decide to accept the service after the fourteen day period the price may need to be revised and a new estimate issued for changes of product or increased costs.

If you opt for a Finance Option as your payment choice we will extend the period of fourteen days to cover the approval process.

2.6) Changing your estimate

For simple changes to your estimate like changing the colour or adding or removing additional services please call the store on 01271323322 and quote your order number so that we can revise your estimate.

In all cases a new estimate will need to be sent to you which may delay progressing your order. If your estimate is changed and a new estimate is issued then the previous estimate will no longer be valid.

2.7) Accepting your estimate

If you wish to proceed with your chosen products and service in your estimate you can confirm in several ways :

- a) With our partner during the site visit
- b) Via email
- c) With a partner in store

3) OUR CONTRACT WITH YOU

3.1) How we accept your order

After accepting your order in line with section 2.5 above you will have seven days in which to make your payment. If you do not pay within the seven day period we may need to send you a new estimate. If you require changes to your estimate the provisions of section 2.4 above will apply. Once we have received payment of the estimate amount a contract will be made between you and us.

At this time, you and us will be bound to these terms and conditions.

4) PAYMENT OPTIONS

We offer payment options below to suit your needs.

- a) Cash
- b) Debit or Credit Card
- c) BACS
- d) Gift Card
- e) Finance Options

5) YOUR ORDER

5.1) Placing your order

Once you have paid 50% of your estimate we will place an order for the products and arrange a fitting appointment subject to the product and fitters availability. The remaining 50% to be paid no less than 2 days before installation. Once we have placed your order we are unable to make any amendments.

5.2) Cancelling your order

As these products will be cut to your requirements we are not able to accept a return and refund your payment unless there is a clear manufacturing defect with the product (please see section 11 below for further details). If there is a manufacturing defect we may refund a proportion of the fees you have paid in respect of the services you will no longer receive, less any administration fees.

6) THE PRODUCTS AND SERVICE

6.1) Samples

Please be aware that samples should only be used as a guide to the colour so an exact match to the samples cannot be guaranteed. You will not be able to reject the product or claim any compensation as a result of minor variations between the sample or description of the products.

6.2) Minor changes to the products.

We may change the product but these changes will not affect your use of the product and we will notify you of any changes in writing. We may do this for the following reasons :

- a) To reflect changes in relevant laws regulatory requirements
- b) To implement minor technical adjustments and improvements

7) WHAT HAPPENS BEFORE YOUR FITTING APPOINTMENT

7.1) Scheduling your fitting appointment

We will only be able to provide a guideline on the time frame of your installation on your appointment date.

7.2) Rescheduling your fitting appointment

Barrow Clark appointed fitters are normally booked several days ahead of your fitting appointment so if you wish to reschedule please call us on 01271323322 no less than three working days before your scheduled appointment.

If you wish to reschedule less than three days before your fitting appointment an administration fee will be charged in accordance with these terms and conditions. See section 17.

7.3) Before your fitter arrives

We will contact you to confirm the fitting date. During this call or email we will clarify a list of what you need to do before arrival. This includes removing objects from the fitting area, ensuring access to the property is arranged and any other relevant matters.

7.4) Parking restrictions

If you have not already informed us of any parking restrictions or difficult vehicle access then please contact us on 01271323322. If parking requires permission or additional permits then you will need to arrange this ahead of the appointment and at your expense. If you do not provide the relevant parking permission and we are unable to park to access your property this will result in your fitting being cancelled.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

7.5) Restrictions to the fitting area

Please inform us in advance of any restrictions within your property such as no lift access (if a flat) or if building works are in progress by calling us on 01271323322. The area being fitted must be easily accessible and not subject to any alterations. If you fail to provide unrestricted access to the fitting area this will result in your fitting appointment being cancelled.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

7.6) Furniture moving service

You can choose a furniture moving service at an additional cost at the time of your estimate. This means that Barrow Clark appointed fitters will move your empty furniture from the fitting area as long as it has been cleared of all its contents and these have been removed from the fitting area. Any furniture not emptied or disassembled by you may either be moved by Barrow Clark appointed fitters at your own risk or result in your fitting appointment being cancelled.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

Barrow Clark appointed fitters will not move the following items and these must be removed in advance of the fitting appointment : aquariums, antiques and antique furniture, decorations, ornaments and personal items, freestanding baths, four-poster beds, grandfather clocks, gym equipment, massage and motorised recliner chairs or beds, pianos, plants, safes, stair lifts, electrical goods, televisions, computers, burglar/sensor alarms, fragile/high value items. If you are unable to move the listed items we may move them at an additional cost or it may result in your fitting appointment being cancelled.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

7.7) Moving disconnected and unplumbed white goods

Barrow Clark appointed fitter can move disconnected and unplumbed white or electrical goods at an additional cost. You must choose this service as part of your estimate.

7.8) Deliveries in advance of fitting

Depending on the products and services you have ordered, products may be delivered to your property prior to your fitting appointment in accordance with the manufacturers instructions.

7.9) Preparing for your installation

Please see our flooring specific terms and conditions in Part B for more information.

8) ON THE DAY OF YOUR FITTING APPOINTMENT

8.1) A person of authority must be on site or easily contactable.

You or a person you delegate must be on site or easily contactable to make any necessary decisions with regards to the fitting.

8.2) Delegated authority

If you are not present then Barrow Clark appointed fitter will assume you have delegated authority to the person that is on site or you have asked that they contact in the event of further instructions being needed.

8.3) Delays

We will contact you before your fitting appointment if there is a delay to our arrival time.

8.4) We will wait fifteen minutes

If we arrive and you are not at the property we will wait for up to fifteen minutes. Should nobody turn up to the property within fifteen minutes then the fitting appointment will be cancelled.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

8.5) Completing preparation actions

You must ensure you have completed all actions advised when the appointment was scheduled and discussed with you prior to your fitting date. This includes ensuring we have clear access to the fitting area, relevant parking permission and that the furniture is removed.

If your fitting appointment is cancelled and you need to re-book, an administration fee will be charged in accordance with these terms and conditions. See section 17.

8.6) Additional products, alterations and installations

Should any additional products, alterations, removals, installations or visits be required these will be chargeable. Our standard cancellation charges will apply for failed installations due to errors on your measurements or unsuitable product selected. If you would require further assistance in choosing the correct product then please contact the Flooring Manager on 01271323322 prior to ordering.

9) OUR RIGHTS

9.1) Refusal of services

We reserve the right to refuse your appointment booking or to carry out the services if any customer behaves in an inappropriate, misleading or abusive manner

9.2) Storage of products

We will store products in our warehouse for a maximum of four weeks after the date we receive the goods and you have been informed . You must accept delivery of your products within this time. In the event we have stored your goods for over four weeks from the date of receipt we are entitled to dispose of the products with no liability to us and to retain any sums received in respect of that disposal and any sums paid in advance. On some occasions the storage can be extended for a limited period at an additional cost. This service is not guaranteed to be available.

9.3) Repeat Cancellations

If a customer has cancelled their fitting appointment three times we reserve the right to cancel the services and retain any sums paid in advance.

9.4) Failure to re-book a fitting appointment

Without prejudice to Clause 9.2, if for any reason we cannot complete fitting your products during the fitting appointment, you must re-book the fitting appointment in order for us to complete the fitting services. If we have not heard from you within three months of the failed fitting appointment we reserve the right to cancel the remaining services and retain any sums paid in advance.

9.5) Additional products, alterations and installation work due to errors.

Should any additional products, alterations, installations or visits be required these will be chargeable. Our standard cancellation charges will apply for failed installations due to errors on your measurements or unsuitable product selected. If you would require further assistance in choosing the correct product then please contact the Flooring Manager on 01271323322 prior to ordering.

9.6) Additional charges

Occasionally unforeseen works may be required extra to your estimate such as additional subfloor preparation, flooring accessories or moving furniture. We will carry out the works only in agreement with you or your delegated authority. Additional materials, labour or site visits required will be charged at our standard retail prices. If we cannot agree upon the additional costs then our cancellation policy will apply. Any additional payments are required before the work is carried out.

10) OUR WORKMANSHIP GUARANTEE

10.1) We will guarantee our works for twelve months from the date of completion ensuring the work has been done safely and correctly.

10.2) HOW TO INFORM US OF ANY PROBLEMS

If you have any questions or complaints regarding your fitting please contact us immediately within the twelve month period. You can email sales@barrowclark.com or speak to the flooring manager in-store.

10.3) OUR INVESTIGATIONS

Once you have contacted us with any concerns within the guarantee period we will carry out an investigation. You must allow one of our Partners, insurers or trade professionals access to your property in order to investigate the concerns.

10.4) REMEDIAL WORKS

Where investigations conclude that there is a genuine issue we will arrange for remedial works to be carried out. You will need to permit us access to the property so that we can attend to any issues within an appropriate time period from your original notification. If it is not possible to resolve the issue we will refund you the amount you paid for the installation or a fair proportion thereof.

10.5) FAILURE TO NOTIFY US WITHIN THE GUARANTEE PERIOD

If you fail to notify us within the guarantee period then we shall not be reliable for any defects in workmanship.

10.6) THIRD PARTIES

Our guarantee cannot be passed on to any third parties and can only be claimed by you.

10.7) MANUFACTURERS WARRANTY

We may charge to refit products that have been replaced by the manufacturers due to a fault with the product. Please refer to the manufacturers specific warranty in this instance.

11) MANUFACTURING FAULTS

11.1) Notifying us

If you have any questions regarding the product or feel there is a manufacturing fault you should notify us immediately. You can email sales@barrowclark.com along with any images or speak to one of our partners in store.

11.2) INVESTIGATION

Where you have notified us of any issues we will carry out our own investigation. You will grant our partners access to your property for the purpose of our own investigation.

11.3) HOW WE WILL REMEDY THE MANUFACTURING DEFECT

If our investigation deems there to be a manufacturing fault we will remedy this in one of the following ways :

- a) Where the manufacturing fault arises within thirty days after the installation we reserve the right to either
 - i) Repair, replace or reinstall the product to the extent it is possible or :
 - ii) Provide a refund

This shall be your choice of option.

- b) Where the manufacturing fault arises after thirty days but within six months of the product being installed, we reserve the right to repair or replace the product.
- c) Where the manufacturing fault arises after six months from installation you will need to provide evidence to prove this was a manufacturing fault.

Where products need to be removed from your premises for repair or alteration, we are unable to provide a temporary replacement.

12) WHAT WILL WE BE LIABLE FOR

12.1) We do not exclude or limit in any way liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors. For fraud or fraudulent misrepresentation. For breach of your legal rights in relation to the products, including the right to receive products which are as described and match information we provided to you and any sample seen or examined by you. Fit for a particular purpose made known to us. Supplied with reasonable skill and care. Where installed by us, correctly installed and for defective products under the Consumer Protection Act 1987.

12.2) When we are liable for damage to your property.

You must notify us of any damage to your property within twenty four hours of installation. Where, upon our inspection, it is found that the damage to your property has been caused by our fitters during installation and the damage is substantial and noticeable (e.g, large scrapes or scuffs on walls, floors and skirting boards, we will make good that damage.

12.3) Statutory Rights.

For further information about your statutory rights contact your local authority Trading Standards or Citizens Advice Bureau.

13) WHEN WE ARE NOT LIABLE

13.1) Our guarantee will not cover

Our workmanship guarantee applies where we have fitted your products in accordance with these terms and conditions.

The guarantee will not cover the following issues and we will not be held liable for:

- a) Where you have failed to comply with our instructions or guidance given by the fitter or us in relation to the works, whether such instructions were given verbally or in writing. This includes not following the preparation guidance set out in Part B “flooring specific terms”, section 4 “preparing for your new flooring” and section 5 “sub-floor preparations” of these terms and conditions.
- b) Where products have been subject to misuse or neglect
- c) Where damage has arisen due to normal wear and tear
- d) Where the products have been modified or tampered with by anyone but us, the fitter or any other third party approved by us
- e) Where the products have not been installed by us or Barrow Clark appointed fitters.
- f) Where Barrow Clark appointed fitter inform you that they have to cut and join the products for fitting purposes. For example, where the area is larger than the manufacturers width of the product the fitters will need to join pieces together and create seams to ensure the fitting area is completely covered.
- g) Where damage is caused by circumstances beyond our control, including but not limited to severe weather events such as flooding, arising where you have not informed us of any structural defects or anomalies, including poor quality, faulty or unsafe sub-floor at the location where the installation has been carried out.
- h) Where you have not ensured that the fitter has clear, safe and uninterrupted access to the delivery address and the area where the installation is to be carried out.
- i) Where you have not provided adequate power, lighting, heating and any other necessary facilities for the fitter to be able to carry out the installation.
- j) Where you have not notified us of any changes to the conditions of your property at the time agreed for the provision of the fitting service.
- k) Where the issue was caused by works not included in the fitting service and was therefore beyond the control of the fitter.
- l) Where you have provided your measurements and an error has occurred due to this.
- m) Any supply-only product reported faulty after installation where the fault could be visible prior to installation. All faulty products should be reported before installation by you or your appointed fitter. Any costs if goods are not checked before installation will be your responsibility.

13.2) Damage to your property

Where there is damage to the product or your property caused by Barrow Clark appointed fitters and the damage is minor and caused in the ordinary course of business (including, but not limited to small scrapes and scuffs on walls, floors and skirting boards) we are not liable and have no obligation to remedy the damage.

We are also not responsible for the cost of repairing any pre-existing faults or damage to your floor which we discover while providing our services.

13.3) We are not responsible for delays outside of our control

If our supply of the products for your fitting appointment is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

If there is a substantial risk of delay you may contact us to end the contract and receive a refund for anything you have paid for but not received.

13.4) Loss of earnings

We will not be liable for any loss of earnings as a result of the requirement to be present whilst we deliver the products to you and whilst we carry out our services.

13.5) While we are working

We will not be liable for small unavoidable amounts of damage around the fitting area including, but not limited to, small holes for drilling purposes

13.6) Decoration

Our service does not include making good any décor slightly damaged in any way.

13.7) Additional Costs

Should we find that the surface we are fitting to is not strong enough then you will be responsible for any additional costs we incur to ensure a stable fixing.

14) AFTERCARE

Please follow the manufacturers guidelines for cleaning and care for your product.

15) INTELLECTUAL PROPERTY

Any measurements taken and plans or designs created remain the intellectual property of Barrow Clark Complete Furnishers Ltd. We cannot provide them for your personal use or for any other company or independent contractor to complete the work

16) HOW WE MAY USE YOUR PERSONAL INFORMATION

Please refer to our Privacy Policy which can be found at <https://www.barrowclark.com/Privacy-Policy>

17) ADMINISTRATION FEES

Any administration fee charged under these terms and conditions will be in the sum of £150.00. We will contact you via telephone to take the payment.

18) OTHER IMPORTANT INFORMATION

18.1) You are not allowed to transfer your workmanship guarantee set out in section 10 above.

18.2) This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.3) Each of the sections of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful the remaining sections will remain in full force and effect.

18.4) If we do not insist immediately that you or anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do these things and it will not prevent us from taking steps against you at a later date. For example, if you do not pay an administration charge and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.

18.5) These terms are governed by English Law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland it can be in either Scottish or English courts. If you live in Northern Ireland it can be in either Northern Irish or English courts.

PART B: FLOORING SPECIFIC TERMS

1. We always recommend purchasing new underlay with your new carpet. If you do not purchase new underlay this may affect the performance of your carpet and may invalidate the workmanship guarantee.
2. Our flooring services may include (as detailed in your estimate) the following:
 - a) Old flooring uplift and disposal.

This service is an additional chargeable service which must be chosen when you discuss your estimate with a Partner at an agreed cost to you. As part of this service the fitter will remove your old flooring and all off cuts and packaging from your new flooring.

- b) Trimming of doors

Barrow Clark appointed fitters can trim some doors if they are likely to be too tight once the new flooring is fitted. This service is chargeable and must be agreed with the Partner and detailed in your estimate.

However, if you have fire doors, hollow doors, front doors or any door leading outside that require easing then this will need to be carried out by a specialist carpenter which is another service we can offer. This service is chargeable and must be agreed with the Partner and detailed in your estimate.

If you have decided not to opt for this service the fitter may remove doors to facilitate the fitting and you will be liable to get them rehung. We are unable to remove fire doors so you will need to make

arrangements before the fitting date so we can complete our work. The same will apply for plinths or skirting boards.

c) Subfloor Preparation.

During the Partners site visit they will assess the condition of the subfloor to ensure it will meet the requirements of the manufacturers specification for their product to be fitted to. This will not be conclusive and should the fitter find the subfloor not suitable when the floor coverings are removed then you will be advised on that day as to whether the fitter can do the necessary repairs for which there will be a charge or we may recommend you appoint a builder of your choice.

The subfloor will need a surface regularity which complies with BS5325, BS8203, BS8204, BS8201 and BS8425 or other relevant standards.

We will advise in our quote whether this is a service we can offer or you need to instruct a builder to do.

d) In some instances (vinyl or luxury vinyl tiles) we will use a mastic around the perimeter of the area to give a tidy finish. If this is something you would not require then you should confirm this with our partner during their site visit.

3. You will need to check the following before your fitting appointment.

- a) Any painted areas are dry (we recommend a week).
- b) A plumber has disconnected the radiators if needed.
- c) A carpenter has removed all fire doors.
- d) Any beading between the skirting board and your existing flooring has been removed to enable a flush finish.
- e) Wiring and cables under the existing flooring have been re-routed.

If you have not completed any of the above it may result in your fitting appointment being cancelled. If this is the case and you need to re-book another appointment, it will incur an administration fee in accordance with these terms and conditions. See section 17 above.

4) The following preparations will need to be completed before your fitting

a) It is your responsibility to ensure the subfloor is not defective and is suitable for the fitting to be carried out.

b) If your property was built before 1965 we may have to carry out a moisture level test to see whether a damp-proof membrane is needed. This will be at an extra cost and will increase the time it takes to prepare your subfloor.

c) Preparation may take more than one day. We may also need to acclimatise your flooring prior to installation or allow additional drying time to prepare your sub-floor prior to fitting.

d) Please switch on new heating systems for a minimum of fourteen days prior to installation and they must not reach a temperature of 27° C.

e) Also, heating systems should be switched off seventy two to ninety six hours before installation and turned back on gradually forty eight hours after the fitting has been completed.

5) If you have decided not to use our uplift and disposal service then you will need to ensure this is done prior to your fitting appointment. If you fail to uplift and remove your existing flooring prior to your fitting appointment then the appointment may be cancelled. If this is the case and you need to re-book another appointment, it will incur an administration fee in accordance with these terms and conditions. See section 17 above.

6) If the fitter discovers carpet moth infestation in your existing carpet then they will not be able to dispose of it due to the risk of cross contamination to your new carpet or any products on their vehicle.

7) Solid sub-floors, smoothing compounds and adhesives require a temperature of 15°C - 24°C for ideal drying conditions. If the weather is very humid please bear in mind this may delay your flooring installation. If your sub-floor is not suitable for the installation you may need to re-book another appointment, it will incur an administration fee in accordance with these terms and conditions. See section 17 above.

8) You may receive an extra amount of your chosen flooring products which is included in your quoted price and is not refundable. The fitter will leave this with you when the installation is complete or remove and dispose of at an additional cost.

9) We recommend you read the manufacturers aftercare instructions for more information.

General : new flooring can fade where patio doors or large windows are present so we recommend that curtains or blinds are used to protect against bright sunlight. We only recommend that you use the manufacturers own brand cleaning and care products as others may lead to inferior results or leave harmful residues. Light fastness is not recognised as a manufacturers fault.

Carpets : you may notice some appearance differences at the ends of your carpet, a pressure mark is the result of the carpet being wrapped tightly onto the tube for shipping. This is common and will fade as the carpet becomes acclimatised and with vacuuming within four to six weeks.

Luxury Vinyl Tiles : tiles, adhesive and sub-floor must be allowed to stabilise to a constant temperature between 18°C and 27°C for a period of at least twenty four hours before, during and after installation.

Solid sub-floors, smoothing compounds and adhesive require a temperature of 15°C and 24°C and relative humidity of 40-65% to dry properly.

These are only recommendations and we do not accept any liability if you choose to follow or ignore any or all of our recommendations.