

Terms & Conditions

Ipswich Carpet & Flooring Ltd – Terms & Conditions (01/04/2017)

General

(a) All sales made shall be deemed between the buyer and Ipswich Carpet & Flooring Ltd (herein after ICF) in accordance with the Terms and Conditions of Sale herein after mentioned. In the event of any conflict between the conditions and any terms and conditions put forward by the Buyer, these conditions shall prevail. (b) No ICF employee or sub-contractor has authority to make any representation on behalf of ICF, which is not made or confirmed in writing and the Buyer shall not rely upon any representation unless made or confirmed in writing by a company director. (c) The prices for materials or goods supplied and delivered shall be strictly in accordance with those prices published by ICF at the time the order was placed.

(d) All samples displayed and provided are intended to give a representation of the products appearance, the delivered product may vary in size, colour and shade due to batch variation, being a natural product and the manufacturing processes.

(e) Natural floor products such as wood, cork, Sisal and wool are products of nature and therefore the colour, and characteristics may vary and are not considered defects. All floor coverings may change colour when exposed to natural light.

No Goods are sold (or tested) as conforming to any British Standard Specification or as fit for any particular purpose, unless expressly so stated in writing, and any term, condition or warranty that the goods are so fit is excluded.

Installations - All installations are undertaken on the basis that rooms will be emptied of furniture and the old floor coverings removed prior to the installer's arrival unless specifically detailed in the quotation as a service being provided. Failure to clear the areas may cause delays or postponement of the installation and additional charges may be applied. All dates for installations are given in good faith but may be cancelled due to circumstance beyond ICF control. All installations undertaken by ICF are covered by a 12 month guarantee for installation related issues.

Manufacturer Warranties – All product guarantees provided by the manufacturer are subject to their respective terms and conditions. ICF are not permitted to alter, extend or rule on manufacturer warranties. All manufacturer warranties are assumed to be of a 24-month duration from date of purchase unless specified otherwise.

Ownership of Goods - The ownership of the goods shall not pass to the Buyer until the Buyer has paid to ICF the whole price thereof and the price of any other outstanding sale. If, notwithstanding that the ownership of goods has not passed to the Buyer, the Buyer agrees that, prior to the payment of the whole price of the goods, ICF may, at any time enter upon the Buyer's premises and remove the goods and that the Buyer shall keep the goods separate and identifiable for this purpose. Notwithstanding that ownership of the goods shall not pass to the Buyer save as provided above, the goods shall be at the risk of the Buyer from the time of collection or delivery to him of the goods

Payment information - All retail sales are to be paid in full on completion or collection. All trade account invoices are to be paid within 30 days of their date, unless terms have been specifically agreed in writing between the buyer and ICF. All overdue accounts will attract a charge of interest at the rate of 2% per month or in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 whichever is applicable. ICF reserves the right to withdraw credit facilities at any time and all outstanding monies will fall due for immediate payment. In the event that Court proceedings have been instigated, all costs relating to such proceedings will become the responsibility of the Buyer.

Payment can be made in a number of ways.

1. Cash or credit/debit card, this can be cleared immediately and enables us to release your goods providing stock is available.

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2. Cheque or bank transfer. ICF reserve the right for goods not to be released until full payment has been received and cleared.

ICF are not liable for any charges made by banks for these services, likewise ICF reserves the right to charge an administration fee for payments made using business credit cards.

Deliveries - All deliveries are curbside to the building/property. It is the responsibility of the buyer to ensure that people/machinery is available to carry the materials into the building/property as the driver/courier is not insured or responsible for doing so. All deliveries are made in good faith and often conducted by a third-party courier as such should a delivery not occur for any reason as scheduled ICF will not be responsible for lost time or labour cost incurred.

Manufacturing Fault claims - It is important that prior to installing the product is checked for damage and defects. ICF will not accept any claims for damaged or defective items once the product has been installed, as once installed such use or installation shall be taken as conclusive evidence the buyer has accepted that the goods are in perfect condition. It is important that the customer checks all manufacturers specification details for suitability of purpose. It is concluded that the customer must accept full responsibility for the suitability of the goods ordered for the purpose to which they are put once the product has been installed.

If you are unfortunate enough to find a fault in the product before installation it is requested that you notify ICF who will arrange to inspect or replace the goods in question. ICF accepts no liability for any costs incurred due to delays caused by faulty products.

If you are unfortunate enough for the product to develop a fault arising from manufacture ICF will inspect the product and consult with the manufacturer on your behalf if it is our belief the product is faulty. The manufacturer may wish to inspect the floor for themselves.

Product Returns - Any goods to be returned must be returned within 28 days of the purchase/invoice date. All goods must be complete and not used in any way. All packages/boxes must be sealed in the original undamaged, unopened packaging. The packaging is specifically designed for the product and is deemed as part of the item. ICF reserves the right to refuse all returns for special order/nonstock items.

When stocked goods are not used, unwanted or unsuitable, ICF reserves the right to refund the customer less a 25% administration and restocking charge.

Cancelled Orders – ICF reserves the right to charge a cancellation fee up to and not exceeding the order deposit payment made to confirm the order.

These terms and conditions apply except in cases of force majeure and do not affect your statutory rights as a consumer.