



## FLOORING & INTERIORS

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VAT Reg. No. 898 5678 30 Company Reg. No. 6505105

# TERMS & CONDITIONS

**MBA Flooring is a local family run company. We have always operated based on trust but we do feel it is useful to be clear about our terms and conditions, what you can expect from us and what we expect from you. If you do ever think we haven't exceeded your expectations we would in the first instance hope you would pick up the phone and talk to us.**

Your rights under the Consumer Rights Act 2015 will be adhered to at all times which have provided a comprehensive guide to the act so please visit [www.which.co.uk/consumer-rights/regulation/consumer-rights-act.co.uk](http://www.which.co.uk/consumer-rights/regulation/consumer-rights-act.co.uk)

These rights are slightly different depending on whether you buy goods only or a service including goods from us, so please take the time to familiarise yourself with your rights.

What remains the same whatever you purchase from us, is our commitment to our customers, so please give us a call and we'll do whatever we can to make sure you get the quality of flooring and customers service which we pride ourselves in.

If you decide to purchase and install the goods without our installation service, then you accept that you do so at your own risk and that you agree to follow all of the installation instructions correctly including ensuring that the floor on which the goods are laid is suitable.

We do not accept any liability for damage to goods caused by faulty or incorrect installation.

## YOUR ORDER & PAYMENT

When you place an order with us you are accepting these terms.

When you place an order a deposit of 50% of the order price is payable. Please note that we cannot order any flooring or hold any dates in the diary until the 50% deposit has been received. The remainder of the payment is payable on the day that we complete the fitting of the floor / curtains or blinds. We reserve the right to charge a 4% surcharge on any late payments.

If you wish to cancel or change your order please contact us as soon as possible. When you place an order with us, we immediately order it in from the manufacturer and store it until your fitting date. If an order is cancelled you will be liable for any costs incurred by us (this may include delivery to return products, cost of stock which cannot be returned and restocking fees charged to us by our suppliers). If carpet / fabric or window blinds have been cut to size it is unlikely that we will be able to return it, so orders cancelled after carpets / fabrics or window blinds have been cut will incur the full cost.

Supply only purchases must be paid for in full at the time of ordering. No flooring / fabric or window blinds will be ordered unless paid in full. As we order flooring / fabric and window blinds in, we do not accept returns unless faulty so please ensure you are ordering the correct amount of flooring or fabric as well as the correct measurements are given for window blinds as they are made to measure.

## DELIVERY & FITTING

When you place an order with us we will arrange a date and time for your fitting – these are estimates and not guaranteed times. But, we will keep in touch with you and keep you updated – and you can call us on the day of delivery for updates. We work hard to make sure that the process of fitting your flooring, curtains or blinds goes smoothly. We cannot accept liability for delayed arrival, but you can be assured that our fitters will complete your work even if it exceeds the expected time allocation. The price you are quoted when you book the fitting is a price for the completed job and not a price per hour or day. We can give you an estimate of how long we envisage the fitting to take but the price will not alter if it takes a shorter time than originally envisaged. Equally, if it takes longer, the price will not alter either (unless additional, unquoted work is required).

In the event that there is a delay in us receiving goods from a supplier we'll let you know what has happened, and if the expected delivery time extends beyond 30 days you can cancel your order and receive a full refund.

We aim to be as competitive as possible on price, if you bring us a written quotation or web product for the same product and service at a lower price than we quote – we'll try our very best to match it, however this may not always be possible.

We'll always send you a clear quote for the work we are going to do, including the fitting. These quotes are valid for three months from the date on the quote. If when we arrive to do the work something has changed this may effect the price of the work to be undertaken, and we will tell you this and issue a new quote if necessary.

We do ask that all rooms are clear of furniture and old flooring ready for our fitters arrival. We are able to remove and dispose of your old flooring if this has been agreed prior to fitting at an extra charge discussed at the time of ordering, as this becomes our commercial waste and we get charged.

We are happy to visit to inspect your room in advance if you opt to remove the previous flooring yourself, we will assume that the sub-flooring is sound and will be suitable for fitting of the new floor. If we quote for your new flooring before the existing flooring is uplifted, then any issues discovered when the floor is uplifted will not have been quoted for and will need to be rectified at an additional cost. We advise that if you choose to uplift your flooring yourself, you do this a few days before we are due to install and therefore you can alert us to any problems in plenty of time.

Where we uplift the previous floor we can dispose of this for you, but as we are charged commercial rates to dispose of such waste, it may be cheaper for you dispose of this yourself.

If you suspect that subflooring may be damaged, damp or unsuitable please inform us of this as early as possible so that we can arrange an early inspection and avoid delay to your floor fitting. If a quote for new flooring is provided before the existing floor coverings are uplifted, we will assume that the sub-floor is dry unless notified otherwise. A damp test will be required prior to installation – if further remedial work is required then we will provide a quote for this separately. If when we arrive to fit the floor we are unable to do so as a result of something which we think you could reasonably have alerted us to, we reserve the right to charge a call out fee of £65.

Please let us know if there are electrical wires running under flooring – re-inserting wires after the flooring is fitted is your responsibility, and we can't be held responsible for damage to hidden wires.

If you would like help to move furniture from your room we are happy to help with this, but please let us know in advance, larger items may require us to bring an additional person and there will be an additional cost for this. We cannot be held responsible for any damage that may occur to any furniture we have been asked to move if the furniture is extremely old or hasn't been moved for a long period of time.

We ask that you get any room where flooring is to be installed as empty as possible. Any items that cannot be moved out completely must be emptied (e.g a sideboard full of glasses / ornaments). We do not accept any liability for breakages where it would have been possible for the items to be removed prior to us arriving to install the flooring. With regard to kitchen appliances (including plumbed in appliances), we ask that these are removed prior to any fitting if you require the flooring to go underneath them. We are not insured to move appliances so if you leave them in the room and we have to move them in order to install the flooring, then we cannot accept any liability for any damage or breakages caused. Equally, if we are left to move an appliance and discover a connection we have reason to believe will break if disconnected (i.e a stretched plug wire or a rusty washing machine connector), then these appliances will not be moved and fitting will be rearranged for another day. If appliances are left full of washing or crockery, they will not be moved under any circumstances and again, fitting will have to be rearranged.

All our fitters work carefully, but the fitting process can on occasion cause marks or scuffs to home décor.

New paintwork and wallpaper is especially vulnerable and should be allowed to fully dry. A minimum of 3 days is recommended – so please don't paint the skirting boards (or anything else) just before we arrive!

We don't undertake to carry out any redecoration, except where damage has been caused by our negligence. Please note that we cannot fit your flooring if there are any other trades working in your room.

Doors and kitchen plinths may need to be trimmed to allow clearance. This is not part of the fitting work unless this has been specifically agreed. Equally, we cannot be held responsible should your new flooring create a gap under a door / door cases / skirting boards (i.e your new flooring is thinner than your old flooring). If this is something you are concerned about, please discuss this with us prior to accepting the quote. We have a joiner whom we can put you in touch with to remedy any problems.

## PRODUCTS

We will order your flooring from the manufacturers based on the sample you choose. Manufacturers supply flooring which matches the samples, within agreed tolerances. If for any reason you are not satisfied that the flooring matches the samples you viewed we will support you in having any variance assessed by the manufacturers.

We offer a free measurement service prior to fitting, and will order products based on your measurements. If you opt to order based on your own measurements then you are responsible for ensuring that the quality of floorcovering ordered is sufficient for your room.

All carpets benefit from the use of a good quality underlay and we will inspect existing underlay and specify replacement if necessary. Re-using existing underlay may result in abnormal flattening of the pile.

Gripper pins can sometimes be felt through a carpet close to skirting boards and stair risers, etc. This is normal, but as part of the fitting process and if requested to do so the fitter can flatten the pins. This will affect whenever or not the gripper can be re-used.

PETS – please tell us (in the shop or when we come to measure) if you are concerned about your choice of flooring and your pets and we can try and advise accordingly. However your pets behaviour is ultimately your responsibility and we cannot be held liable for any damage caused to your new flooring by one of your pets.

## AFTER SALES SERVICE

If you require any help after you have made your purchase, or have any questions at all, please contact us.

If you are unhappy with any aspect of our service please contact us and we will aim to resolve any issues. Any cosmetic faults in the flooring must be reported within two weeks of fitting. If we feel it is necessary that an independent party inspect the work, we will arrange for a member of one of the industry bodies or the manufacturer of the products to visit and inspect the work.

Our installations carry a 12 month fitting guarantee.

In the event that we are not able to resolve any dispute we would aim to use mediation rather than legal remedy in the first instance.

## PRIVACY POLICY

Here at MBA Flooring we take your privacy seriously and will only use your personal information to administer your account and to provide you with the services and / or products you have requested from us.

When you request a service or product from us, we will request the following data from you;

- Name
- Address
- Telephone number
- Email address

We will use this information to communicate with you regarding the services / products you have requested.

If you place an order with us for flooring and fitting, we may share these details with your fitter so that he / she can then communicate with you.

We may also share these details with the manufacturer of your flooring to keep any warranties that come with the product. The manufacturers will also have a privacy policy detailing how they will use the information we share with them.