

Terms and Conditions

OUR CONTRACT AND ORDER DETAILS

These terms set out all the terms of the Contract between the Contractor and the Employer and are in conjunction with the attached Quotation

CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Employer constitutes a Contract for the Contractor to carry out the Works in accordance with these Conditions and all terms and conditions inconsistent with these Conditions are excluded.

TERMS AND CONDITIONS:

1. DEFINED TERMS

- 1.1. The Employer/Client/You _____
 - 1.2. The Contractor/We – LT Flooring
 - 1.3. The Works - the project that this contract is associated with as defined in the Quote
 - 1.4. The Quotation/Quote – The quotation of works as provided by the Contractor
 - 1.5. Sub Contractor – Any person/company employed by the Contractor in association with this contract
 - 1.6. Completion – The date The Works are completed
 - 1.7. Bespoke materials – Materials that require specific measurements/manufacturing for this project alone and cannot be used elsewhere.
 - 1.8. Variation – Any variation requested by the employer or that becomes necessary
2. The Contractor will provide Liability Insurance for up to £5,000,000 in performance of the Works.
 3. The Contractor will exercise reasonable skill and care in the performance of the Works.
 4. The Contractor will not be liable for any loss or consequential liability or damage sustained by the Employer because of circumstances beyond the Contractor's control.
 5. The price we will charge you for the goods and services will normally be as stated on the quotation. In some circumstances where more work is required than anticipated we will need to increase that price. In these circumstances, we will tell you what the cost of the extra work will be and you can then choose to continue with the Contract or cancel it by agreement and settlement of any outstanding amounts.
 6. Any deposit required will be noted on the quotation and must be paid before works commences. The deposit required will be made up of 50% of the total bill or the cost of the materials, whichever is greater.
 - 6.1. Only when the required deposits are made will works commence.
 - 6.2. For bespoke materials, payment will be required to secure these materials by the Contractor, but will not form part of the deposit.
 7. All subsequent invoices issued by the Contractor, including a final invoice upon on completion of the contract, must be paid within 7 days of issue to the nominated account on the invoice.
 8. We accept payments by B.A.C.S. Card, Credit card and Cash in line with money laundering regulations.
 9. In the event of the Employer failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his obligations hereunder then the Contractor may at its discretion suspend or terminate this agreement and recover any reasonable losses from the Employer.
 10. Outstanding payments which are overdue will incur interest at a rate of 8% Apr. plus the current base rate and will be charged daily until payment is made in full.
 11. Materials that have not been supplied by the contractor with any defects that prevent the contractor from completing their contract are not the responsibility of the Contractor and the Client should take whatever action is necessary to rectify the materials in order for the works to be completed and no liability will be accepted by the contractor. If a delay occurs, it may be necessary to rearrange the contract. A cancellation charge may be applied if a contract is cancelled under these conditions.
 12. The Contractor will be responsible for the Health & Safety issues relating to the Works and its employees only. Under no circumstances should persons other than those employed by the contractor be in the work area as there will be no liability accepted for injury.
 13. The Contractor will not be responsible for animals/pets in the clients property. Please ensure all animals are contained.
 14. If the Employer wishes to vary any of the Works, known as 'Variation' it will inform the Contractor in writing who will, as soon as practicable, notify the Employer of confirmation and the estimated cost of the variation and the effect on the Contract period, payment of which will be required immediately. Variations should be noted on the table attached to this document and signed/countersigned by the respective holder of the contract copy.
 15. Whilst we will take great care to cause minimum disruption to your home, it is possible that during installation, there may be some localised damage to the fabric of your property, we will make such repairs as necessary and reasonable. Any damage not picked up by the contractor must be reported within 24 hours of the contract completion. You may be required to prove liability in any event.
 16. We are not responsible for moving any appliances ,electrical goods or furniture within the working area. All appliances, electrical goods and furniture should be removed by The Employer prior to the arrival of fitters. We will not be held responsible for damage to any of the above and our fitters reserve the right to refuse to move goods beyond reason. Charges will be incurred for removal of items..
 17. The Employer is responsible for obtaining all necessary Building Regulations and planning approval.
 18. The Contractor may be employed to remove and dispose of waste produced on site, a cost of this can be provided upon request if not included on the quotation.
 19. We will use our best endeavours to install the goods on or as close to the date on this Agreement or otherwise agreed with you, but we cannot be responsible if there is a delay due to matters beyond our reasonable control such as adverse weather/failed deliveries and manufacturing faults.
 20. Cancellation – Cancellation must be made in writing to the Contractor. If after 14 days, the contractor will provide a refund less reasonable costs incurred. All materials are bespoke so a refund will not be offered on materials.
 21. Materials made from natural products may differ from one another visually. This does not impact on the quality and replacements will not be provided. All wood is manufactured piece by piece so appearance will vary from piece to piece and will not be an exact replica of display boards in store. Carpets will flatten over time, this is not a fault but a characteristic of the carpet and as such we cannot be held responsible for this.
 22. Materials supplied and fitted by the Contractor carry a guarantee provided by the manufacturer. Ask in store for details.
 23. Works carried out by the Contractor carries a warranty of 1 year from the date of completion.
 24. LT Flooring Ltd is a member of NICFLTD, details can be found at <http://www.nicfltd.org.uk/>
 25. By paying a deposit to enable us to purchase materials and secure a fitting date, you are agreeing to our terms and conditions.

All communication should be provided in writing for variations to the works.

Please make all correspondence to the following address:

LT Flooring L<td
Unit 2, 91 London Road
Copford
CO6 1LG

If anyone or part of these terms and conditions is held to be unenforceable, this will not affect the validity of the remaining terms and conditions For further information about your Statutory Rights contact your local Trading Standards department or Citizens Advice Bureau.