

UPTON

WOOD FLOORING

1 Definitions

- 1.1 "Buyer" means the individual or organisation that buys or agrees to buy the Goods from the "Seller".
- 1.2 "Contract" means any contract for sale of goods by the Seller to the Buyer incorporating these Terms and Conditions.
- 1.3 "Goods" means any goods forming the subject of this contract that the Buyer agrees to buy from the Seller.
- 1.4 "Seller" means Upton Wood Flooring Ltd of Unit 5, Manor farm, Peppard Common, Henley on Thames, Oxon RG9 5LA.
- 1.5 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.
- 1.6 "Carrier" means the company contracted to deliver the Goods.

2 Conditions

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer
- 2.2 Our Terms and Conditions apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other contract, documentation or communication from the Buyer
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller

3 Ordering

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase
- 3.2 The Seller may choose not to accept an order for any reason
- 3.3 If the Goods ordered by the Buyer are not available for despatch within 7 working days, the Buyer shall be notified and given the option to either wait until the Goods are available, or be offered an alternative or cancel the order and receive a full refund within 30 days
- 3.4 Goods pursuant to these Terms and Conditions are subject to acceptance by the Seller
- 3.5 Goods are not sold on a trial basis

4 Pricing and Payment

- 4.1 Any prices that are quoted by the Seller do not include VAT and delivery charges
- 4.2 VAT will be charged at the current rate of 20%
- 4.3 All payments will be made in GBP £'s sterling
- 4.4 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with the information on the right to cancel if the Buyer is a Consumer
- 4.5 If we list a product at the wrong price due to a typographical error or receive incorrect pricing information from our suppliers, we have the right to refuse or cancel any orders placed prior to the order being delivered.

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- 4.6 We will not adjust any prices without you first being informed, and will allow you to withdraw your order at no cost to yourself and if applicable a full refund will be given
- 4.7 All new Buyers will either be asked to pay the full amount or a deposit at the time of ordering. Where a deposit is taken, the balance to is be paid prior to either collection or delivery.
- 4.8 Where the Seller has taken a deposit and has agreed in writing to store the goods and undertake partial deliveries, settlement in full will be due either (a) 15 days from arrival of the goods at the Supplier's premises, for which a photograph of the goods in the Suppliers warehouse will be deemed as evidence of such, or (b) prior to the first delivery being made, whichever comes first.
- 4.9 Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited for debt collection and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Buyer and will be legally enforceable. Any decision not to refer outstanding invoices will solely be at the discretion of the Seller.
- 4.10 Where the buyer has used a debit/credit card to pay a deposit, it will be deemed that authorisation has been given by the buyer to take the balance of the order on the same card unless the buyer indicates otherwise in writing.

5 Seller's Rights

- 5.1 The Seller has the right to adjust the price and specification of any item at its discretion
- 5.2 The Seller has the right to withdraw any goods from sale at any time
- 5.3 The Seller shall not liable to anyone for withdrawing any Goods from sale, price adjustments or refusing to process an order
- 5.4 The Seller may decline service to any individual Buyer

6. Age of Consent

- 6.1 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice and a charge will be incurred

7 Warranty

- 7.1 The Seller warrants that the Goods will, at the time of dispatch, correspond to the description given by the Seller. Except where the Buyer is dealing as a Consumer, all other warranties, conditions, or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, common law or otherwise are excluded, and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.
- 7.2 Unless otherwise stated in writing, flooring will be warrantied against manufacturing defects for a period of 10 years from date of invoice for flooring supplied for domestic situations and flooring supplied for commercial settings will be warrantied for 5 years from the date of invoice.
- 7.3 In the event of delivery of faulty Goods or of incorrectly supplied Goods, any remedies or liabilities or damages shall in no circumstances exceed the Price of the

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Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage.

7.4 Colour accuracy of the products cannot be guaranteed due to 'Mother Nature' and it being a natural product

7.5 Where Goods are non-standard, or bespoke, every effort will be made to ensure colour consistency with the approved sample, however exact matching cannot be guaranteed, and the Goods will be deemed acceptable if close to the approved sample and any funds will be due.

7.6 Where flooring is to be fitted over Underfloor heating, the Seller will only warrant engineered flooring where the heating system includes an independent floor thermostat that prevents the underside of the board from exceeding 27°C. In the event that no floor thermostat is included, the Seller will not warrant any product for shrinkage, movement, delamination or any other defect that may arise or become apparent after the floor is fitted. In no event will solid flooring be warrantied if fitted over Underfloor heating.

7.7 Once fitted, the floor will be deemed to have been accepted

8. Fitting

8.1 Where Upton Wood Flooring Ltd undertake to install the flooring, the type of flooring, colour and installation method will be agreed in advance.

8.2 50% of the invoice value will be payable in advance. Only on receipt of this, will a date be determined for the installation.

8.3 On completion of the installation, the balance of the invoice will immediately be payable in full.

8.4 The site will be empty of furniture and accoutrements so that the fitters may start work promptly once arriving on site.

8.5 Upton Wood Flooring Ltd has sole discretion whether to move objects that impede prompt commencement.

8.6 If the fitters are unable to start work promptly due to hindrance, Upton Wood Flooring Ltd has the absolute right to withdraw the fitters for the day and charge £250+Vat per fitter per day.

9 Delivery

9.1 Upon receipt of your order, the Buyer will be advised of an approximate lead time.

9.2 The Seller shall endeavour to make an agreed date for delivery. In any event, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date

9.3 We recommend that you only arrange for tradesmen to carry out work on your behalf after your goods have actually been delivered

9.4 Delivery shall be made to the Buyer's delivery address specified in the order confirmation and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The goods will be delivered between 8.00am and 5.00pm unless by prior written arrangement.

9.5 It is assumed that the delivery address is accessible by wagon measuring approximately 2.4m wide x 11m long x 4m high (similar to a dustbin vehicle)

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9.6 Goods can only be delivered kerbside and the Buyer must make all necessary arrangements for the transport of the Goods from the kerbside to the dwelling.

9.7 Risk in the Goods shall pass to the Buyer upon delivery of the goods,

9.8 Notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the seller until the seller has received payment of the full price of (a) all goods and/or services the subject of the contract and (b) all other goods and / or services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and Buyer.

9.9 Goods supplied incorrectly, entirely through our fault will be re-supplied at no cost to the Buyer.

10 Cancellations and Returns Policy

10.1 The Buyer must inspect the Goods immediately upon receipt and in the event of any damage or shortage, must indicate such on the Carrier's Delivery note. Failure to do so shall deem the Goods to have been received as stated on the delivery note and in good condition.

10.2 The Buyer shall additionally notify the Seller in writing within 4 working days of delivery if the Goods are damaged or do not comply with any of the Contract

10.3 If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods. A telephone conversation does not constitute notification of non-acceptance

10.4 The Buyer has the right to cancel the order up 5 days prior to delivery, however this provision is not applicable to 'made to order' bespoke items.

10.5 Where Goods are non-standard, or bespoke, the order cannot be cancelled, or if unilaterally cancelled by the Buyer, the entire Invoice value will be due regardless of cancellation.

10.6 Goods that are not faulty may only be returned with the written consent of the Seller and must be at the Seller's premises with 28 days of Invoice. Goods arriving after this cannot be refunded.

10.7 Goods returned must be in a saleable and as new condition and returned in their original packaging. Additionally they must be packaged in an appropriate manner to prevent any damage in transit.

10.8 The Buyer must arrange transportation and pay all costs involved in transporting the goods back to Unit 5, Manor Farm, Peppard Common, Henley on Thames, Oxfordshire RG9 5LA. The goods must be insured whilst in transit for the full value, goods received damaged on return will not receive a refund from the Seller and the Buyer shall pursue their Carrier for reimbursement and or return.

10.9 The Seller will make a restocking and administration charge of 25% of the value of the returned goods, additionally the Seller will not refund the costs of delivery and labour etc that are incurred in supplying the goods unless deemed to be faulty or damaged.

10.10 If the goods are to be collected the cost of the collection will also be deducted from the refund.

10.11 Goods will only be accepted for refund if they are in a satisfactory condition.

11 Limitation of Liability

11.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller

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for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees

11.2 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the Price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatsoever.

12 Waiver

12.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

13 Force Majeure

13.1 The Seller will not be liable or adversely affected for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances beyond reasonable control, including but not limited to Acts of God, war, strikes, lockout, flood accident, fire, trade dispute, plant or machinery breakdown, shortage or unavailability of raw materials from a natural source of supply or Government Directive, the Seller shall be entitled to a reasonable extension of its obligations

14 Severance

14.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated

15 Changes to Terms and Conditions

The Seller shall be entitled to alter these Terms and Conditions at any time. This right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.