

OUR TERMS

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply our products to you. For the avoidance of doubt, any reference we make in these terms to any of the following words shall be taken to have the meaning that follows:

1.1.1 “**checklist**” means the checklist which you are required to fill out when submitting your order to us, an example of which has been included at Schedule 2 of these terms for your reference and information. The checklist will contain your order-specific details and a copy of this checklist can be found on our website, or by emailing us at info@floor-d.co.uk.

1.1.2 “**contract**” means the legally binding contract in place between you and us for the sale and purchase of the products and comprised of these terms **and** the checklist.

1.1.3 “**goods**” means the goods listed for sale on our website from time to time.

1.1.4 “**products**” means the goods **and** the services. For the avoidance of doubt, you are not permitted to buy any goods without also purchasing the required services from us.

1.1.5 “**services**” means the installation services we provide to install the goods at your property.

1.1.6 “**terms**” means these terms and conditions set out in clause 1 to clause 15 (inclusive) on which we supply our products to you.

1.1.7 “**website**” means our website www.floor-d.co.uk.

1.1.8 “**writing**” means written correspondence between you and us, including emails and “**written**” shall be construed accordingly.

1.2 **Why you should read them.** Please read these terms carefully before placing your order with us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss using one of our contact methods set out in clause 2.2 below.

2. Information about us and how to contact us

2.1 **Who we are.** We are Floor-D Limited, a company registered in England and Wales. Our company registration number is 12508246 and our registered office is at Ivy Business Centre Limited, Ivy Mill Unit – L2-7, Crown Street, Failsworth, Manchester. Our registered VAT number is 355 2453 03. Any reference to “we”, “our”, “us” or “Floor-D” in these terms is to Floor-D Limited.

2.2 **How to contact us.** You can contact us by telephoning our customer services team at 0161 546 9666, by emailing us at info@floor-d.co.uk or by writing to us at our registered office address detailed above, but please note that we will be able to respond to you quicker if you call or email us.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it and a contract will come into existence between you and us at that time. Before you submit your order to us, we will ask you to accept our terms and conditions. If you do not agree to our terms and conditions, you will be unable to proceed to checkout and place your order.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product(s). This might be because the goods you have ordered are out of stock, we are unable to provide the services at the time of your order because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we cannot provide products to addresses outside the UK at this time.

4. Our products

- 4.1 **Products may vary slightly from their pictures.** The images of the goods and any description of the services on our website are for illustrative purposes only. Although we have made every effort to ensure all information is correct and up to date, we cannot guarantee complete accuracy. Your product(s) may vary slightly from those images.
- 4.2 **Making sure your measurements are accurate.** We order goods to the specific measurements you have given us and you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure on our website or by contacting us.

5. Your rights to make changes

If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the relevant products, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may wish to end the contract. If you do, please see clause 8 for your rights to end the contract.

6. Our rights to make changes

- 6.1 **Minor changes to the products.** We may change the products and any descriptions from that given on our website:
- 6.1.1 where necessary to reflect changes in relevant laws and/or regulatory requirements; or
 - 6.1.2 to implement minor technical adjustments and improvements we deem necessary or reasonable. These changes will not affect your use or receipt of the products.

6.2 **More significant changes to the products and these terms.** We may make more significant changes to our contract or the products but if we do so, we will notify you of such changes and the anticipated impact of such changes on you. If you are not happy with the changes proposed, you may contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. **Providing the products**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website at the time you place your order with us.

7.2 **When we will provide the products.** We will contact you to agree an installation date on which we will begin installing the goods at your premises. Please note that some of our goods are made to your order and will take longer to be manufactured and delivered than our standard goods. We always use our reasonable efforts to commence provision of the services on the agreed installation date however, if this is not possible due to an event outside our control, clause 7.3 will apply. The estimated completion date for the services is as told to you during the order process. Please be aware that we only provide services (save for exceptional circumstances in our sole discretion) during normal working hours on business days, this means between the hours of 8:00am to 5:00pm Monday to Friday (excluding bank holidays).

7.3 **We are not liable or responsible for delays caused by any events outside our control or for any failure to perform any of our obligations under these terms as a result of any event outside our control.** If our supply of the products is delayed or we fail to perform any of our obligations under this contract as a result of an event outside our control then we will contact you as soon as reasonably possible to let you know and, where possible, 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, but if there is a risk of substantial delay, you or we may end the contract by contacting the other in writing. If either of us does end the contract, you may (in our sole discretion) be entitled to one of the following refund options:

7.3.1 if you ordered standard products, you will receive a full refund for the services you have paid for but not received. You will not be entitled to a refund for any services we have already provided to you. As for the standard goods, where we are able to recoup our payment for the goods in full from our third party manufacturer, you will receive a refund in full for the goods too. Where we are unable to recover all or any of our costs from our manufacturer, you will be entitled to a partial refund for the goods in such amount as is proportionate to the amount we have been able to recover.

7.3.2 if you ordered bespoke products, you will receive a full refund for the services you have paid for but not received. You will not be entitled to a refund for any services we have already provided to you. As for the bespoke goods, it is unlikely that you will receive a refund owing to the fact that such bespoke goods have been modified and made to order upon your instruction. In the unlikely event we are able to recover all of our costs for your bespoke products from our third party manufacturer, you may be entitled to a full refund. However, where we are unable to recover all or any of our costs, you may be entitled to a partial refund, but we will retain an amount by way of reasonable compensation for the net costs we will incur as a result of ordering and incurring costs in respect of your bespoke goods.

- 7.4 **What is an event outside our control?** For the avoidance of doubt, an event outside our control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster or non-performance by third parties integral to the manufacture, supply, delivery and installation of the products.
- 7.5 **If you do not allow us access to provide services.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.6 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we deliver the product to the address you gave us. You must follow our and our manufacturer's guidance in respect of the use and care of the goods from this time.
- 7.7 **When you own goods.** You will own a product (where these are goods) once we have received payment in full.
- 7.8 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you and, in most cases, this will have been stated in the description of the products on our website. Where required, we will contact you to ask for this information once we have accepted your order. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.9 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.9.1 deal with technical problems or make minor technical changes;
 - 7.9.2 update the product where necessary to reflect changes in relevant laws and/or regulatory requirements;
 - 7.9.3 make changes to the product(s) as requested by you or notified by us to you (see clause 6).
- 7.10 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 8. Your rights to end the contract**
- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether you have bought standard or bespoke goods, whether there is

anything wrong with your goods, how we are performing and when you decide to end the contract in relation to the products you have purchased.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 8.2.1 to 8.2.5 below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

8.2.1 we have told you about an upcoming significant change to the product or these terms which you do not agree to (see clause 6.2);

8.2.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

8.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or

8.2.4 you have a legal right to end the contract because of something we have done wrong.

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days of us accepting your order and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. However, please note that if we deliver the goods and begin our installation services before this 14-day cancellation period has elapsed and you change your mind before we have finished installing the products, we are able to charge you for the work we have done up to the date you change your mind, including any charges we reasonably incur with our third party suppliers and manufacturers as a result of you changing your mind.

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

8.4.1 bespoke products which have been made or modified in line with your instructions;

8.4.2 services, once these have been completed, even if the cancellation period is still running;

8.4.3 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.4.4 any products which become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm we accept your order. However, please note that once we have completed the services you cannot change your mind, even if the 14-day cancellation period is still running. If you cancel after we have started the services, you must pay us for the services provided (including the goods installed) up until the time you tell us that you have changed your mind, including any charges we reasonably incur with our third party suppliers and manufacturers as a result of you changing your mind.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but please note that you

may have to pay us compensation in such circumstances. This contract will be deemed completed when we have finished installing the goods. If you want to end a contract before it is completed where we are not at fault and you do not have a right to change your mind, please contact us to let us know. The contract will end immediately and you may be entitled to a refund but **please note that your entitlement to any refund is always subject to the date on which you end the contract, and us deducting from the sums already paid by you (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we have incurred or will incur as a result of you ending the contract.**

9. How to end the contract with us (including if you have changed your mind)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1 **Phone or email.** Call customer services on 0161 546 9666 or complete the cancellation form at the end of these terms and email it to us at info@floor-d.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2 **By post.** Print off the cancellation form at the end of these terms and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and

9.2 **How we will refund you.** We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, we may reduce your refund of the price to reflect any reduction in the value of the goods. Please note that this may be as much as the price you paid for the products if your goods are bespoke or we have begun providing the services. Any amount we deduct from your refund will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.4 **When your refund will be made.** Where you are eligible to receive a refund, we will try to issue these to you as soon as possible but in any event within 14 days of you telling us that you would like to cancel the contract.

10. Our rights to end the contract

10.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you, and the products will not be covered by any of our warranties and/or your rights to a refund, if:

10.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;

10.1.3 you do not, within a reasonable time, allow us to provide the products to you (including but not limited to installing the goods);

10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services;

- 10.1.5 you do not, in advance of the agreed date, remove furniture and any other moveable items from the floor and space in which we will be installing the goods (it will be your responsibility to move back any furniture that you remove after we have completed the services);
- 10.1.6 you do not ensure that we have clear access to your property, and unhindered access to the space where we will be carrying out the services for the entire duration, including but not limited to trimming any doors or plinths that is required to enable us to complete the services;
- 10.1.7 you do not allow us to bring our tools and/or machinery onto your property that we, in our sole discretion, deem reasonable and/or necessary to carry out the services, including but not limited to any distributive and/or lifting equipment, machines or vehicles if we are installing the goods on the first floor or above of your property.
- 10.1.8 you do not provide a source of electricity and adequate power lighting at your property for the entire duration of us carrying out the services;
- 10.1.9 you refuse to unplug, disconnect and (where necessary) remove all gas and electrical appliances located on or near to the space we will be providing the services. Please note that it is your responsibility to ensure this is done before we arrive at the property. In the event it is not done, you may incur additional charges to take into account any delay to us or increased labour required as a result of your failure to do so;
- 10.1.10 you fail to ensure that, to the best of your ability, the ambient temperature in the room or rooms we are installing your goods in (being the actual temperature of the air) is 18 degrees centigrade before, during and for a reasonable after installation. If you fail to regulate the temperature to the recommended level, and your failure to do so changes the appearance or quality of the products, we will only be able to compensate you for this to the extent that we are covered by our manufacturer.

For the avoidance of doubt, if we cause any damage to your property when providing the products to you, we will make good such damage within a reasonable time of becoming aware of it.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as reasonably practicable in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. **If there is a problem with the product**

11.1 **How to tell us about problems.** We are under a legal duty to supply products that are in conformity with this contract. Therefore, if you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0161 546 9666, email us at info@floor-d.co.uk, or write to us at our registered office address set out at the beginning of these terms.

11.2 **Your obligation to reject products.** If you wish to exercise your legal rights to reject products you must allow us access to your property to inspect the products.

12. Price and payment

12.1 **Where to find the price for the products.** The price of the products (which includes VAT) will be the price indicated on your invoice when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order. Please note that our prices assume that your floor space where we will be carrying out the services is (1) conventional in shape (square or rectangular); and (2) suitable for ply wood or latex screed flooring up to a maximum depth of 3mm. It is your responsibility to tell us if our assumptions do not apply to your floor space and we reserve the right to charge you additional costs for unconventional and/or unsuitable floor spaces and/or if your space requires flooring materials with a depth greater than our 3mm maximum to take into account the increased material and/or labour costs we will incur as a result.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

12.4 **When you must pay and how you must pay.** We accept payment with all major credit and debit cards except for American Express. We also offer our customers the option to choose to 'pay with Klarna' as provided by Klarna Bank AB (publ) and you will be presented with this choice at the payment stage of your online checkout process. Please note that Klarna Bank AB (publ) are an independent payment provider and we have no influence or control over whether they will accept your payment or not. You will also be subject to Klarna's own terms and conditions, a copy of which you will be presented with should you chose to pay via this option when checking out of our online store. Please read Klarna's terms carefully too as these will dictate how and when your payments will be taken. If you elect to pay with Klarna, you will be given the option to either (1) pay later in one instalment, or (2) pay later in three instalments. If you decide to pay with your credit or debit card, you must make an advance payment of the price in full for the products upon submitting your order to us. We will not deliver the goods or provide the services to you until you have done so.

12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. If you do not make a payment to Klarna by the due date, you will be subject to their terms and conditions.

- 12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
13. **Our responsibility for loss or damage suffered by you**
- 13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We are not responsible for any loss or damage you suffer as a result of your failure to comply with these terms, including but not limited to, your obligations in respect of preparing and maintaining your property for the products as set out in clause 10.1.
- 13.2 **We do not exclude or limit in any way our 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; and for defective products under the Consumer Protection Act 1987.
- 13.3 **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 13.4 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
14. **How we may use your personal information**
- How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy, which you can find on our website.
15. **Other important terms**
- 15.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do 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 those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** 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 you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Please contact us at the relevant time for their details. If you are not satisfied with the outcome of the complaint, you can still bring legal proceedings.

SCHEDULE 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To:

Floor-D Limited
Ivy Business Centre Limited
Ivy Mill Unit L2-7
Crown Street
Failsworth
Manchester
M35 9BG
Email: info@floor-d.co.uk
Tel: 0161 546 9666

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.

SCHEDULE 2
Customer Checklist