

# THE CARPET FOUNDATION TERMS OF BUSINESS

## RECOMMENDED FOR T. Nutt & Son Ltd,

### A REGISTERED SPECIALIST RETAILER

#### A. Statutory Rights

None of the contents of these terms of business shall affect the consumer's statutory rights.

#### B. Estimates and Quotations

1. T. Nutt & Son Ltd will provide consumers with a verbal estimate as a rough estimate on the project cost. However, it is only a guide and the detailed cost of the project is contained in the written quotation given when the order is confirmed.
2. T. Nutt & Son Ltd will provide a written quotation that will include an overall figure for the project. The following items will be covered by the quotation:
  1. The position with 'extras', such as door bars
  2. Clearing up the site on completion
  3. Provision of underlay and accessories
  4. Moving of furniture
  5. Removal and disposal of new carpet waste
  6. Uplifting of old carpet and underlay (if necessary)
  7. Removal and disposal of the above
3. Due to the increasing complexity of these devices T. Nutt & Son Ltd cannot accept responsibility for the disconnection and re-connection of hi-fi's, home cinemas, TV's, computers etc

#### C. The Measure

1. T. Nutt & Son Ltd will carry out a detailed measure of the site.
2. We cannot be held responsible for any difficulties created by inaccuracies in the consumers' own measurement of the project.

#### D. The Installation

1. T. Nutt & Son Ltd will organize the installation of your carpet on your behalf by qualified carpet fitters working in accordance with the residential terms of BS 5325:2001 covered in sections 7.7, 7.8, 7.10, 7.11, and 8.
2. The consumer is responsible for the condition of the sub-floor and if additional preparation work is needed to rectify undisclosed faults in the floor, additional charges may be made for installation.
3. Any delays in carrying out the installation not within the reasonable control of T. Nutt & Son Ltd will not be our responsibility.
4. The position of the wiring and piping in vulnerable places must be drawn to the attention of the fitter. T. Nutt & Son Ltd cannot be responsible for the accidental damage to pipe work or cables as a consequence of the failure on the consumers' part in this respect.
5. If requested by the consumer T. Nutt & Son Ltd will carry out ancillary tasks to complete the project. This will include:
  - Movement of furniture
  - Charge for Door trimming and refitting
  - Uplifting the old carpet and underlay
  - Removal and disposal of waste and the old carpet / underlay
  - Clearing up the site
6. IF THE PROJECT REQUIRES SEAMING IT MUST BE APPRECIATED THAT IT IS IMPOSSIBLE TO ACHIEVE A COMPLETELY INVISIBLE SEAM
7. T. Nutt & Son Ltd will provide a free one year guarantee against installation faults
8. Due to a number of variables carpets may 'relax' in the first few weeks following installation and this may require a re-stretch which the independent fitter will undertake at no extra cost
9. Any problems with installation should be referred to T. Nutt & Son Ltd as soon as possible

#### E. Guarantees and The Carpet Foundation Consumer Code of Practice

1. T. Nutt & Son Ltd will inform consumers of the guarantees which are provided for the products we sell
2. T. Nutt & Son Ltd support the Carpet Foundation Consumer Code of Practice and adopts its contents in order to ensure that the consumer is treated in accordance with the best selling practices in the UK

#### F. Cancellation of Orders

1. When an order is placed a contract exists between the consumer and T. Nutt & Son Ltd. Cancellations are not normally acceptable although in extenuating circumstances where the consumer cancels on reasonable grounds a full refund of the deposit will be made (less any charges for work already completed)
2. In such cases any deposit paid would be refundable (less any charges)
3. Cancellations made for other reasons can lead to a loss of deposit and charges for the consumer for other work undertaken by T. Nutt & Son Ltd

#### G. Delivery and Installation Deadlines

1. T. Nutt & Son Ltd will liaise closely with the consumer over delivery and installation dates to ensure that the consumer is not unduly inconvenienced if any problems occur
2. When placing the order the consumer must inform T. Nutt & Son Ltd of any 'critical deadlines' by which time the project must be completed.

#### H. Payment Methods

1. T. Nutt & Son Ltd may ask for a deposit of 10% on confirmation of order
2. The balance of the total amount to be paid will become due on installation and production of the final invoice.
3. Payment methods may include cheque, bankers draft, credit card, debit card or cash. Outstanding amounts not paid will attract 2.5% interest rate per month. The pursuit of consumers who fail to pay on time may lead to professional charges that may be passed on to the consumer.
4. The consumers deposit is protected against problems of business failure by the Carpet Foundation Deposit Protection Scheme.
5. The re-presentation of dishonoured cheques will lead to a payment of £15 charged to the consumer
6. Any credit terms offered to the consumer will be explained in detail and are subject to the terms of the Consumer Credit Act
7. Any additional payments for extra items will be shown separately on the invoice and undertaken once the agreement of the consumer has been obtained for the extra work
8. The carpet and the new underlay and accessories remain the property of T. Nutt & Son Ltd until payment is made in full

#### I. Product Related Information

1. All carpet measurements are provided subject to a tolerance of plus or minus 1.25% in accordance with BS3665
2. Cut pile carpets may develop 'pile reversal' which is a localised change in the direction of pile lean that alters the pattern of reflected light to give a light and shade effect. This naturally occurring phenomenon does not affect the carpet's resistance to abrasive wear.
3. On all carpet some tracking marks will occur in heavy traffic areas during the normal wear life of the carpet.
4. Berber, or 'Berber-look', carpet may contain random flecks of colour which can sometimes create a lined effect which would not be apparent in a small sample
5. Colour matching between different production batches, including different widths of carpet, cannot be guaranteed. The consumer must make it clear to T. Nutt & Son Ltd where exact colour matches are required
6. Individual samples held by T. Nutt & Son Ltd will be unlikely to be from current production batches and should only be used as a colour guide and not an exact match. Where colour is critical T. Nutt & Son Ltd will obtain a stock cutting from the manufacturer/supplier
7. When a new carpet is installed T. Nutt & Son Ltd recommend a new underlay as this can have a positive impact upon the wear life of the product
8. The carpet, wood, vinyl must be maintained in accordance with the manufacturers or T. Nutt & Son Ltd recommendations

#### J. Complaints

1. Trade Carpets use the complaints, conciliation and arbitration procedures set out in the Carpet Foundation Consumer Code to help resolve any disputes which, although a rare phenomenon, could occur with your order
2. In the first instance, any complaints about the product, the underlay or accessories or the installation should be referred as soon as possible to T. Nutt & Son Ltd where every effort will be made to resolve the matter with then minimum of delay.