

Eagle Mill Carpets Ltd.

Terms & Conditions of Business

A. Statutory Rights

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

Within this document, the end user, and/or the consumer (you) will be referred to as 'The Client'

B. Estimates & Quotations

1. Eagle Mill Carpets Ltd. (hereafter specified as EMC Ltd.) can provide clients with a verbal estimate as an approximate guide on the project cost. However, it is only a guide and the detailed cost of the project is contained in the written quotation.
2. EMC Ltd. will provide a written quotation, which will include the following:
 - The Installation and Material cost (combined).
 - The Uplift & Disposal of Existing Carpet & Underlay.
 - The Movement of Furniture
 - Door Trimming
 - Extras – (such as Door Bars)
3. Due to the increasing complexity of Hi-Fi, Televisions, Computers, Networks and Home Cinemas etc., EMC Ltd. cannot accept responsibility for disconnection and re-connection of such items. Likewise, the removal and disconnection and reconnection of washing machines, dishwashers and other white goods, will be the responsibility of the client.

C. The Measure

1. EMC Ltd. will carry out a detailed measure of the site, for which there will be no charge.
2. EMC Ltd. cannot be held responsible for any difficulties created by inaccuracies in any measurement and/or site characteristics provided by the client.

D. The Installation

1. EMC Ltd. will organise the installation of your flooring using qualified fitters, working in accordance with the residential terms of BS 3523 (2001), covered in sections 7.7, 7.8, 7.10, 7.11 and 8.
2. The client 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 EMC Ltd., will not be its responsibility.
4. If the installation is required outside the normal working hours of between 08:30 – 17:00 Monday to Friday a premium for overtime payments may be added.
5. The position of any wiring and plumbing, including underfloor heating in any vulnerable places must be drawn to the attention of the fitters. EMC Ltd. cannot be held responsible for damage to pipework, or cabling, as a consequence of a failure on the client's part in this respect.
6. If requested by the client, EMC Ltd. will carry out ancillary tasks to complete the project. Examples of these might include the following and will command a further charge if not specified within the quotation.:
 - Movement of Furniture.
 - Door trimming, where possible.
 - Uplift and disposal of old carpet and underlay.
7. If the flooring requires seaming (joining), it must be appreciated that it is impossible to achieve a completely invisible seam.
8. EMC Ltd. will provide a one year guarantee against installation faults.
9. Due to a number of variables carpet may 'relax' in the first few days and weeks following installation and this may require a re-stretch, which EMC Ltd. will undertake at no additional cost to the client.
10. Any Issues with installation should be referred to EMC Ltd. as soon as possible.
11. Minor damage to skirting boards and painted surfaces is often inevitability, due to the nature of stretch fit carpet installation, EMC Ltd. Cannot be held responsible, or liable for any damages, or costs relating to this.
12. Occasionally, plasterboard nail heads will 'pop' through the surface plastering, on open staircases, ceilings and other surfaces. EMC Ltd. Cannot be held responsible, or liable for any damages, or costs relating to this.

E. Cancellation of Orders

1. When an order is placed, a contract exists between the client and EMC 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 carried out, or materials ordered).
2. In such cases any deposit paid would be refundable, less any charges incurred by EMC Ltd.
3. Cancellations made for other reasons can lead to a loss of deposit and charges for the client for other work undertaken and materials ordered by EMC Ltd.

F. Delivery & Installation Deadlines

1. EMC Ltd. will liaise with the client over delivery and installation dates, to ensure that the client is not unduly inconvenienced, should any problems occur.
2. When placing the order, the client must inform EMC Ltd. of any critical deadlines by which time the project must be completed.
3. EMC Ltd. cannot be held responsible for any delays in installation dates and times which are beyond its reasonable control.

G. Payment Methods

1. EMC Ltd. will usually ask for a minimum deposit of 50%, upon confirmation of order.
2. The balance of the total amount to be paid will become due on completion of installation and production of the final invoice.
3. Extended installation projects will attract a further stage payment, prior to project completion, the terms of which will be agreed between EMC Ltd. and the client.
4. Payment methods may include direct bank transfer, cheque, cash or debit card. AMEX cards are not accepted under any circumstances.
5. The representation of dishonoured cheques will lead to a payment of £25.00 charged to the client.
6. The new flooring and any new underlay, and ancillaries remain the property of EMC Ltd. until payment is made in full.

H. Product Related Information

1. All carpet measurements are provided subject to a minimum tolerance of +/- 1.25% in accordance with BS 3665.
2. Cut pile carpet products may develop 'pile reversal' which is a localised change in the direction of pile lean, which alters the pattern of reflected light to give a light and shade effect. This naturally occurring phenomenon does not affect the carpets' resistance to abrasive wear and will not be considered as a manufacturing or installation fault.
3. On all carpet, some tracking marks can occur in areas of heavy traffic. This is normal wear.
4. Berber, or Berber look carpet may contain random flecks of colour which can sometimes create a lined effect which may not be apparent in a small sample.
5. Colour matching between different colour batches and/or roll widths cannot be guaranteed.
6. The client must make it clear to EMC Ltd. where exact colour matches are required.
7. Individual samples held by EMC Ltd. Ltd will be unlikely to be from current production batches and should only be used as a colour guide, not an exact match.
8. Where colour is critical, EMC Ltd. Will endeavour to obtain a stock cutting from the manufacturer/supplier, should the client request such.
9. When a new carpet is installed, EMC Ltd. recommends a new underlay, as this will have a positive impact upon the wear life of the product.
10. The carpet must be maintained in accordance with the manufacturers, or EMC Ltd.'s recommendations.

I. Complaints

1. In the first instance, any complaints about the product, the underlay, accessories, or the installation, should be referred to EMC Ltd. as soon as possible to EMC Ltd., where every effort will be made to resolve the matter with the minimum of delay.