

## **Introduction**

Carpet Gallery always aim to give you the best possible value and service. The following Terms and Conditions will explain how we will deal with your order and you should read them carefully. They can be viewed at any time by clicking the Terms and Conditions link.

The information on this website is given in good faith and Carpet Gallery cannot accept responsibility for any loss or damage arising from the information or its use or misuse.

## **Orders**

By placing an Order with us, you are accepting these Terms, as well as our [Privacy Notice](#) and the [Terms of Website Use](#) of this website.

When you place your order you are inviting us to enter into a contract with you to supply the products you have selected at the price indicated on your invoice. Acceptance of your order, and the completion of the Contract, will take place when we receive a 50% deposit or full payment for the materials.

We will not share your personal information with any other companies for their marketing purposes.

We may list availability information for products sold by us on the website, including throughout the Order process, but cannot guarantee the availability of products listed on the website.

Acknowledgement of your Order is not a guarantee by us of the availability of the products.

We do our utmost to ensure that all our web descriptions are accurate and up to date, but on rare occasions it is possible that errors may occur. Our team will check the details of your order and if we find that there is a pricing or other error we will notify you as soon as possible and give you the choice to proceed with your order at the correct price/specification or to cancel your order and obtain a full refund.

If you have provided your own measurements, you are responsible for these being accurate and Carpet Gallery accepts no liability if the floorcovering does not fit. Therefore, please make sure that these are correct at the time of ordering to avoid any issues when the floorcovering is fitted.

## **Liability**

While we try and get things right first time, occasionally things don't go according to plan. Subject always to your statutory rights, if your floorcovering is not of satisfactory quality or is not fit for a purpose which was made known to us, we will replace any defective floorcovering and arrange for the defective floorcovering to be uplifted and disposed of.

If there is a problem with the fitting which we arranged under the agency agreement referred to in these terms and conditions, we will ask the fitter concerned to revisit your property in order for your fitter to carry out any necessary remedial works.

This does not affect your statutory rights.

If you are acting other than as a consumer, all terms, conditions and warranties implied by law (other than the warranty as to title) are excluded. You must make your own decision as to whether the products you select are fit for their purpose, even if the purpose is made known to us. In these circumstances our liability is limited to the cost of replacing any defective product. No liability is accepted for any loss of rental income, inconvenience, distress, inability to hire the room, loss of turnover, loss of profit or any indirect and/or consequential losses whatsoever.

This provision does not affect any liability we have for fraud or fraudulent misstatement or for personal injury arising out of our negligence.

# **Products**

## **Care Guides and product information**

You confirm that you have read and understood the care guides and product information relating to the product you are purchasing.

## **Product Guarantees**

We are responsible for ensuring that the products we supply are of satisfactory quality, conform to the sample and are fit for the purpose for which they are sold. Certain products have additional guarantees provided by us or the manufacturer. Where they are provided by the manufacturer, we accept no responsibility for these additional warranties or guarantees.

## **Our Pricing in detail**

At Carpet Gallery we want our customers to have confidence that they are getting the very best value on all our flooring. That's why we constantly check our prices against our competitors to make sure ours are competitively low.

# **Payment**

Payment using a debit or credit card is taken at the time you place your order and is processed using an independent company's secure payment processing system. We do not see, or have access to, any of your payment card information.

# **Fitting (Floorcoverings)**

If you wish us to arrange for your floorcovering to be fitted, you appoint us as your agent to arrange the fitting of your product. Alternatively you may make any other arrangements for fitting the product yourself. If you decide to make arrangements for fitting the product yourself, you must collect the materials from the shop yourself. We will take reasonable care to identify a fitter we believe is suitable to fit the products you have purchased from us and liaise with you and the fitter to arrange a suitable date. You authorise us to enter into an oral contract for fitting of your product(s) (and uplift of your current products if you have chosen this option) with independent self-employed fitters in your name and on your behalf.

We retain full responsibility for the products and services we supply.

The charges quoted are for the products shown on the order only.

## **Door trimming**

Doors may need to be trimmed to allow clearance depending upon the depth of your chosen floorcovering. This is not part of the fitting work. Fitters may remove doors to facilitate fitting and have them ready for you or your appointed carpenter to carry out the trimming and re-hanging. If you have fire doors, external doors or non-wood doors that require trimming, this will need to be carried out by a specialist carpenter and this is not a service which Carpet Gallery will either carry out or arrange. We are also unable to remove, or arrange the removal of, any fire doors or external doors so arrangements must be made prior to the fitting date to avoid any delays.

## **Uplift and disposal**

If you have opted for the 'uplift and disposal' service, the fitter will remove your old flooring and all offcuts and packaging from your new flooring. Even if you have paid for the service, the fitter will only carry out this work if the floorcovering is not soiled and there is no health and safety risk to the fitter in respect of the product being uplifted. Your fitter will return the flooring removed to Carpet Gallery for disposal. If you have decided not to opt for this service, it is your responsibility

to uplift your existing flooring prior to your fitters' arrival. Your fitter will then bag up any offcuts from your new flooring and leave them for you to dispose of. If you would like to keep any offcuts,

please advise your fitter upon arrival at your home. Please ensure rooms are cleared and empty as much as as possible prior to the fitting date to avoid any delays or inconvenience with your fitting.

There may be additional charges for longer distances.

### **Appointment times and dates**

Fitting appointments are estimates only and are made in good faith, but the exact arrival and duration times cannot be guaranteed due to the nature and unpredictability of the work involved. Time is not of the essence. We cannot accept liability for delayed arrival of the fitter.

### **Damage and scuff marks**

Fitters undertake to carry out their work with reasonable skill and care, but even with the greatest care home décor may be marked or scuffed during the fitting process. New paintwork and wallpaper is especially vulnerable and should be allowed to fully dry. Neither Carpet Gallery nor any fitter undertake to carry out any redecoration, except where damage has been caused by that person's negligence.

## **Subfloor**

### **subfloor preparation**

If you have asked a Carpet Gallery to visit your home and check the suitability of a particular product to be supplied by us for your flooring, Carpet Gallery is limited to checking what is physically visible without lifting existing floor coverings. If you would like the entire subfloor checked, it is your responsibility to lift the existing floorcoverings prior to inspection. Following inspection, we will advise of any works that may be necessary prior to the installation of your product as revealed by the inspection of the subfloor. You can then decide whether you wish for a fitter recommended by us to carry out any subfloor preparation or whether you wish to arrange to carry out any appropriate works yourself.

If you elect to carry out any subfloor preparation works, it is your responsibility to ensure that the works are completed to an appropriate standard in accordance with the manufacturer's instructions for the product(s) used and all relevant British Standards.

### **Quotations and fitting**

All quotations and orders are on the basis that the subfloor is suitable for fitting the flooring you have selected without additional work. It is your responsibility to ensure that this is the case. We can carry out a free home visit to assess this. Any fitter recommended by us will fit the product on your subfloor as it is when he or she arrives to fit the floorcovering, unless you have asked us to arrange for any works to be carried out to your subfloor. If any damage is caused to the product as a result of your subfloor being inadequate, all costs associated with remedying the subfloor and replacing any product are solely your responsibility unless we carried out the subfloor work.

## **Cancellations and Returns**

In addition to your normal statutory rights, subject to certain exceptions, see below, as a consumer you also have the right to cancel the contract at any time. Please contact the store to cancel. One of the team will check the status of your order and confirm if the cancellation is possible. Cancellation will not be possible if the carpet has already been cut to your specific order size.

### **Floorcoverings**

The right to cancel does NOT apply to products that are made to your specifications. This includes floor coverings, which have been cut from a roll to your specific order size. If the products are excluded from your right to cancel we will find out whether or not they have already

been cut to your specifications and if not we will accept a cancellation of your order and refund your money. Please note the carpet fitters will not vacuum the room after installation.

## **After Sales Service**

If you require any help or are not satisfied after you have made your purchase, please contact us. It is really important that you tell us if you are not satisfied as soon as possible to enable us to put things right for you quickly.

### **Floorcoverings**

Please inspect the completed work with your fitter before they leave. Your fitter should be able to address any issues which are identified.

If a problem with the fitting manifests itself after the product has been fitted, please contact Carpet Gallery directly so we can address any issues.

If you remain unhappy with our final response to a complaint, you may be entitled to refer your complaint to an Alternative Dispute Resolution provider

## **Data Protection**

Carpet Gallery takes data protection very seriously. All data is stored and treated with complete confidentiality and in accordance with the relevant legal obligations.