

YOUR NEW FLOOR LIMITED TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of floor fitting services by Your New Floor Limited (“the Trader”) to customers who require floor fitting services to be provided at their property. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretations

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”	means the times which You and We agree for the floor fitter to have access to the Property to complete the Job as specified in the Agreement;
“Agreement”	means the contract into which You and We will enter when You pay the deposit. The Agreement will incorporate, and be subject to, these Terms and Conditions.;
“Business”	means any business, trade, craft, or profession carried on by You or any other person or organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Floor Fitting Services;
“Deposit”	means the deposit You will be required to pay in accordance with Clause 5;
“Floor Fitting Services”	means the floor fitting services We will provide in accordance with your instructions;
“Floor Fitter”	means Us, Our employee or sub-contractor who will be responsible for providing the Floor Fitting Services;
“Job”	means the complete performance of the Floor Fitting Services;
“Products”	means the products required for the provision of the Floor Fitting Services which We will supply (if any) as specified in the Agreement;
“Property”	means Your home, alternative property or business, at which the Job is to take place;
“Fee Estimate”	means the estimate We give to You detailing the services We will provide to You and the fees We will charge;
“Start Date”	means the date You and We agree on for Us to start providing the Floor Fitting Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Floor Fitter visits the Property to provide the Floor Fitting Services;

“We/Us/Our” means the Trader and includes all employees, agents, and sub-contractors of the Trader; and

“You/Your” means a Consumer who is a customer of the Trader.

- 1.2. Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.3. Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.4. The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.5. Words signifying the singular number will include the plural and vice versa.
- 1.6. References to any gender will include any other gender.
- 1.7. References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1. We are a Limited Company.
- 2.2. We trade under the name Your New Floor Limited.
- 2.3. Our main trading address is Unit A3 Imperial Business Estate, Gravesend, Kent, DA11 0DL.

3. Communication and Contact Details

- 3.1. If You wish to contact Us with questions, complaints, or for any other reason, You may contact Us by telephone at 01474364368 or by email at info@yournewfloor.co.uk.

4. The Agreement and Fee Estimate

- 4.1. The Agreement will be subject to these Terms and Conditions.
- 4.2. The Agreement will be entered into on payment of the deposit.
- 4.3. If you wish to engage our services we will attend your property at Your earliest convenience in order to provide you with a Fee Estimate.
- 4.4. The onerous is on You to detail the room, the flooring and any other information that You need to communicate to Us.
- 4.5. The Fee Estimate will be based on Our knowledge and experience of the type of property, the products you have chosen and any furniture, fixtures and fittings you have asked us to move.
- 4.6. If You provided us with the measurements of the room(s) to fit the flooring, it is Your responsibility to ensure that the measurements are accurate.

4.7. We reserve the right to increase the fee estimate once the contract has been entered into for the following reasons:

4.7.1 due to unexpected difficulties We encounter when providing the service, as a result of, but not limited to, previous poor workmanship and or the nature of the property.

4.7.2 if We need to move furniture to carry out the service, which was not previously provided for in the Fee Estimate.

4.7.3 If the exact flooring was not chosen and the cost of the chosen flooring is more than that budgeted for in the Fee Estimate.

5. Deposit

5.1. The Fee Estimate will be fixed for 14 days. After such time a new Fee Estimate will be provided reflecting any change in costs to Us.

5.2. The deposit will be 50% of the Fee Estimate.

5.3. The deposit will be non-refundable subject to Clause 13.

6. Payment

6.1. The Fee Estimate is inclusive of VAT. If the rate of VAT changes, We will adjust the amount of VAT that You must pay.

6.2. You will pay Us any outstanding sum within 7 days of the works being completed.

6.3. We accept the following methods of payment:

6.3.1 Credit or Debit Card;

6.3.2 Cash;

6.3.3 Bank Transfer;

6.3.4 Cheque.

6.4. If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 8% pursuant to s69 County Courts Act 1984. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after Judgment.

6.5. In addition to clause 6.4 You shall indemnify Us in respect of all costs and expenses reasonably incurred in pursuing any outstanding sums due by You following Your failure to pay invoices. This may include litigation, debt recovery agents, court fees and our time at our standard hourly rate incurred in dealing with this matter.

6.6. If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while reasonable discussions are taking place that are pursuant to resolving the dispute.

7 Changing the Start Date

7.1 If You wish to change the Start Date:

7.1.1 You must inform us no less than 7 days before the Start Date;

7.1.2 We reserve the right to charge you for loss of earnings if you provide us with less than 7 days notice to change the Start Date. This will depend on Our ability to find alternative work for Our fitters within the period set aside to fit Your floor;

7.2 We may change the Start Date due to delays caused by manufacturers and products that will not be delivered in time, at which point we will inform you as soon as is reasonably possible.

7.3 We may change the Start Date due to illness of the Floor Fitter, an emergency or any other reason but we will let you know as soon as is reasonably possible.

7.4 We will use all reasonable endeavours to provide you with a new Start Date at your earliest convenience.

8 Floor Fitting Services

8.1 We will provide the Floor Fitting Services in accordance with the specification set out in the Fee Estimate.

8.2 The underlay may vary but will match the specification of underlay you have requested.

8.3 We will use all reasonable endeavours to ensure that the Products We use match those chosen by You and if replacement products are required due to non-availability, We will wait for Your permission before placing an order for alternative products.

8.4 We will ensure that the Floor Fitting Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

8.5 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.

8.6 We will properly dispose of all waste that results from Our provision of the Floor Fitting Services.

8.7 Where a Job is to last for more than one working day, the Floor Fitter will, where reasonably possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will, wherever possible, store all tools and materials only in areas where work is being carried out.

9 Faulty Products

9.1 If We discover a fault in a product, We will inform You immediately and request a replacement from the manufacturer. We will endeavour to find you a replacement as soon as possible, however we will be reliant on the timescales of the manufacturer.

- 9.2 We will only find a fault in a product when we attend your property to Fit the Floor due to the risk to the quality of the product deteriorating by opening the product to examine it prior to use.
- 9.3 If any Product develops a fault within the first six months after the floor was fitted, You must inform us as soon as possible so that We can inform the manufacturer and follow their complaints process.
- 9.4 We may at our discretion take action on complaints where more than six months have passed since the floor was fitted.

10 Problems with Our Service

- 10.1 If there is a problem with the result of the Floor Fitting Services, i.e. they have not been provided with reasonable care and skill, or in line with the information you provided, We will attend the property to review the work as quickly as is reasonably possible and practical and use all reasonable efforts to remedy any problems that are found by Us.
- 10.2 We will not charge You for remedying problems under this Clause 10 where the problems have been caused by Us. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, We may charge You for remedial work.
- 10.3 As a consumer, You have certain legal rights with respect to the purchase of goods or services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

11 Your Obligations

- 11.1 If any consents, licences, or other permissions are needed from any third parties You must obtain them before We begin to provide the Floor Fitting Services.
- 11.2 Unless You and We specifically agree otherwise in accordance with clause 4.5, it is Your responsibility to move or remove certain furniture, fixtures and fittings in the Property before we begin work.
- 11.3 You will ensure that the Floor Fitter can access the Property at the Agreed Times to provide the Floor Fitting Services.
- 11.4 You may either give the Floor Fitter a set of keys to the Property or be present at the Agreed Times to give the Floor Fitter access. We promise that all keys will be kept safely and securely by the Floor Fitter.
- 11.5 If You do not provide the required access to the Property or make it impossible for Us to provide the Floor Fitting Services by failing to comply with any other provision in this Clause 11 and do not have a good reason for this, We may charge you for any additional charges incurred as a result.
- 11.6 You must ensure that the Floor Fitter has access to electrical outlets and a supply of hot and cold running water.

- 11.7 If You or any other individual in the property contract Covid, flu or any other virus you are to inform Us immediately and request an alternative Start Date. You may be charged if you provide Us with less than 7 days notice in accordance with Clause 7.

12 Complaints and Feedback

- 12.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

- 12.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in the following way:

12.2.1 In writing, by email info@yournewfloor.co.uk

12.2.2 By telephone 01474364368

13 Cancellation of Contract During the Cooling Off Period

- 13.1 This clause does not apply to floor fitting services that are custom made for your property.
- 13.2 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed.
- 13.3 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement by email or by telephone.
- 13.4 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 13.5 If You exercise this right to cancel, You will receive a full refund of any amount paid to Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 13.6 We will refund money using the same method used to make the payment, in any case, You will not incur any fees as a result of the refund.
- 13.7 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 13.8 If You wish the Start Date to fall within the cooling off period, You will have made an express request for provision of the Floor Fitting Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
- 13.8.1 If the Job is completed within the 14 day cooling off period, You will lose the right to cancel once the Job is completed;
- 13.8.2 If You cancel the Agreement after provision of the Floor Fitting Services has begun, You will be required to pay for the Floor Fitting Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;

- 13.8.3 The amount due will be calculated in proportion to the full price of the Floor Fitting Services and the actual Floor Fitting Services already provided. Any sums that have already been paid for the Floor Fitting Services will be refunded, subject to deductions calculated on this basis;
- 13.8.4 We will process any refund within 10 working days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the termination of the Agreement after the 14 day cooling off period has elapsed.

14 Events Outside of Our Control (Force Majeure)

- 14.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), pandemic, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 14.2 If any event described under this Clause 14.1 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 14.2.1 We will inform You as soon as is reasonably possible;
 - 14.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 - 14.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Floor Fitting Services as necessary.

15 Liability

- 15.1 We will use all reasonable endeavours to ensure that we do not cause any damage when fitting Your floor. If damage is caused as a result of negligence when performing the service then we will reimburse you for any costs of repair.
- 15.2 We will not be liable for any damage caused to any part of your property that resulted from previous poor workmanship, if the damage would not have occurred had the workmanship been sufficient.
- 15.3 We will use all reasonable endeavours to be careful when handling Your furniture but We will not be liable for any damage to furniture that is moved by Us, which is necessary for Us to carry out the service.
- 15.4 We will maintain suitable and valid insurance including public liability insurance.

- 15.5 We recommend products based on what You have informed Us and the products intended use but we will not be liable for fitting floors that are not suitable for Your property.
- 15.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us.
- 15.7 If the floor is fitted and you dislike the product, you will pay for all costs of materials and replacement products to fit an alternative product.
- 15.8 If the measurements for the floor are provided by You, We will not be liable for any products that do not match the specifications of the room, replacement products and materials.
- 15.9 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 15.10 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16 Other Important Terms

- 16.1 We may from time to time change these Terms and Conditions without giving You notice.
- 16.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission.
- 16.3 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 16.4 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

17 Regulations and Information

We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You except where that information is already apparent from the context of the transaction.