

Conditions of Sale

1. This contract is made between Tutto Parquet Limited whose registered office is at 338 West End Lane, London NW6 1LN trading as Tuttoparquet ("the Company") and the company, person or persons named on the order or estimate ("the Customer"). References to "Goods" means the goods described on the order or estimate. "Services" means the fitting and/or laying of the Goods described on the order or estimate and "Price" means the price of the Goods and Services as stated on the order or estimate.
2. The Company agrees to supply the Goods and the Services as specified in the Purchase Order set out on the order or estimate to the Customer at the Price stated in the Purchase Order. We are unable to accept returns of over ordered or excess materials which are surplus to Customers' requirements.
3. The Customer is required to pay to the Company the deposit specified overleaf on the making of this Contract. If the deposit is not specified overleaf the deposit will be 50% and the balance to be paid before delivery.
4. Where the Company agrees to any other payment terms, the terms must be stated in writing on Company headed stationary. The Company shall be entitled to charge the Customer interest on any payment outstanding seven days after it is due at the rate of 3% above base rate of Barclays Bank plc from time to time.
5. Until payment of the Price has been made in full the legal title in the Goods shall remain with the Company. This means the Customer holds the Goods as custodian on behalf of the Company and must not sell, use or in any way dispose of or deal with the Goods and must ensure the Goods are not damaged but are kept safe, insured, and in good condition. The Customer shall be responsible to pay the Company for any damage or loss arising there from. The Customer may pay by cash, bank transfer, cheque or credit/debit card. Where credit/debit card details have been given to the Company by the Customer the Customer authorizes the Company to charge the balance of the Price to the credit/debit card account when the payment becomes due. The Company will remove the card details from its records upon completion of the order/contract and no subsequent charges will be made without consent. The card details will not be passed on to any third party. If the Customer makes a complaint about the condition of the Goods or services provided within a reasonable time following delivery the Company will refund a proportionate amount in respect of the complaint, the amount to be determined by the Company. This refund is to be repaid on demand if it is agreed between the parties hereto that the complaint has no basis or if the complaint is not upheld by a court.
6. The Company will endeavor to supply the Goods and Services by the time agreed with the Customer, but the Company shall not be liable for any loss or damage suffered by the Customer through any reasonable or unavoidable delay in delivery of the Goods to the Customer caused by reasons beyond the Company's control. If the Company is unable to supply the Goods & Services within 12 weeks from the original agreed delivery date for any reasons stated above being beyond its control, the Customer shall be entitled to rescind the Contract.
7. If the Customer breaks the Contract by cancelling the order then the Company will be entitled to claim from the Customer all its reasonable expenditure on materials and labour, including loss of profit. It will deduct this sum from the deposit unless the deposit is insufficient in which case it will claim the balance of these items from the Customer. If part of the deposit remains after these deductions the balance of the deposit will be returned to the Customer. If the Company fails to perform its part of the Contract then the Customer will be entitled to a refund of the deposit and payment by the Company of any reasonably incurred expenses arising from the failure by the Company. However if the failure is caused by reasons beyond the Company's reasonable control then only the deposit will be refunded. If this failure to perform the Contract is in respect of one or more minor items and through circumstances beyond the Company's control, then the Customer will be required to pay the Price less a refund in respect of the uncompleted items.
8. The Company may, when fitting or laying the Goods, find necessary to carry out additional works such as easing and trimming doors, levelling floors and drilling and plugging floors for fittings. The Company may not be able to ascertain in advance precisely what additional works may be required and hence the cost to the Customer until its installers are on site. A list of indicative charges for such works and the hourly rates of its installers are available to the Customer upon request and the Customer agrees to pay such additional charges. If the Customer requires the installation of the Goods to proceed without the additional works being carried out against the recommendation of the Company, then the Company shall install the Goods to the best of its ability but shall not (except in the case of negligence on the part of the Company) be liable to the Customer for any deterioration of the Goods arising wholly or substantially from the Customer's failure to authorize works. If in the above circumstances the company is unable to contact the Customer then the Customer hereby authorizes the Company to proceed with such additional works. The Company will not undertake any work of a structural nature to any building in which it is installing Goods nor will it install Goods in any circumstances which it believes may result in danger to users of the goods.
9. Unless previously agreed no undertaking can be given that carpet from different pieces will be an exact colour match. Light and delicate shade carpets are liable to become soiled in use and so apparently change colour. All pile carpets, especially plains are liable to shade, and that is to show light and dark patches from unequal pressure on the surface. The Company is unable to accept responsibility for any dissatisfaction arising from this effect. Timber flooring being a natural product may vary in grain, colour and markings from the manufacturer's sample.
10. Fitted carpets may require retentioning following installation. This should be done, if ripples appear, not less than four weeks after installation and not more than four months after. No charge will be made for this restretching service call, provided it can be made within normal working hours.
11. The Customer will indicate to the Company the location of pipes and cables which are concealed below the floor before the Services commence. If the Customer does not know or provides incorrect information about the location of the pipes and cables, then in the absence of negligence on the part of the Company, the Company will not be liable to compensate the Customer for any loss arising from damage to the pipes and cables during the course of providing the Services.