

Conditions of Sale

1. This contract is made between Tutto Parquet Limited, registered office Unit 6-7 Arrow Business Centre - 19-21 Aintree Road – Perivale – UB6 7LA trading as Tuttoparquet – The Supplier - 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. This transaction will be governed by United Kingdom law. Nothing in this contract will deny the customers UK statutory rights.
3. The Supplier agrees to supply the Goods and the Services specified in our estimate or Invoice at the Price stated. Customer order purchase conditions will not supplant this conditions of sale.
4. We are unable to accept the return of over ordered or excess materials.
5. The Customer is required to pay to The Supplier the deposit specified. If the deposit is not specified the deposit will be 50% and the balance to be paid before delivery.
6. Where The Supplier agrees to any other payment terms, the terms must be stated in writing on supplier headed stationary. The Supplier shall be entitled to charge the Customer interest on any payment outstanding seven days after it is due at the rate of 3% p.a. above base rate of Barclays Bank plc from time to time.
7. The risk in the goods and services shall pass to the customer on completion of delivery in all or part.
8. Title to the goods or services shall not pass to the customer until The Supplier receives payment in full and cash or cleared funds for the goods and services in respect of which payment has become due. In which case title to the goods shall pass at the time of payment of all such sums.
9. In the event of a special agreement on payment terms the customer shall store the goods separately from all other goods held by the customer so that they remain readily identifiable as suppliers property. The customer will not remove deface or obscure any identifying marks or packaging on or relating to the goods. The customer will maintain the goods in satisfactory conditions and keep them insured against all risks for the full price from the date of delivery until paid for. The customer will notify the supplier if it becomes subject to debt recovering proceedings, bankruptcy or any other creditor arrangements. The customer will give the supplier such information relating to the goods as the supplier requires from time to time.
10. If before title to the goods passes to the customer the supplier may at any time require the customer to deliver all goods in its possession that have not been resold or irrevocably incorporated into another product or service. If the customer fails to do so promptly the supplier is hereby authorized to enter any premises of the customer or of any third party where the goods are stored in order to recover them.
11. The supplier will not under any circumstance whatsoever be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract. The supplier total liability to the customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence) breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the goods.
12. Where Credit card/debit card been given to the Supplier the customer authorises the supplier to charge the balance of the price to that Credit /Debit card account when the payment becomes due. The company will remove the details of the card on completion of the contract. No subsequent charges will made without consent. The card details will not be passed any third party.
13. If the Customer rescinds the contract the supplier will be entitle to claim all expenditure on materials, labour and lost profit. If the deposit is insufficient the supplier will be entitle to claim the balance from the customer.
14. The Supplier will endeavor to supply the Goods and Services by the time agreed with the Customer, but The Supplier 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.
15. The Supplier 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 Supplier 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 Supplier, then the Supplier shall install the Goods to the best of its ability but shall not (except in the case of negligence on the part of the Supplier) 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 the supplier with proceed with such additional works they consider necessary. The supplier will not undertake any work of a structural nature in any building in which it is installing Goods.

16. Unless previously agreed no undertaking can be given that carpet from different pieces will be an exact color match. Light and delicate shade carpets are liable to become soiled in use and so apparently change color. All pile carpets, especially plains are liable to shade, and that is to show light 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, color and markings from the manufacturer's sample.
17. Fitted carpets may require stretching 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 re-stretching service call, provided it can be made within normal working hours.
18. The Customer will indicate to The Supplier 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. The Supplier will not be liable to compensate the Customer for any loss arising from damage to the pipes and cables.
19. In the event of the Customer delaying deliver/installation the Supplier will at its discretion be entitle to claim from the Customer any additional costs they incur arising from the delay.