

Installation terms and conditions

In these conditions, the following terms shall have the following meanings:

"*Wool Classics*" means Brintons Ltd T/as Wool Classics or any successor company to that company.

"*The Company*" means Brintons Ltd T/as Wool Classics or any successor company to that company.

"*Customer*" means the person or persons or other party named on the order.

"*Contract*" means any party in the sale of goods by Wool Classics to the customer.

"*Goods*" means any goods forming the subject of a contract including any part or component thereof or materials incorporated in them or as otherwise detailed in the order.

"*Price*" means the price as detailed on the order.

Wool Classics publishes its terms and conditions of business in its price list, on its website and within other mediums of written communication, both general and specific – a copy of the current terms and conditions is available upon request. Wool Classics conducts all its business under these terms and conditions, however in specific contracts where at the request of the customer we provide a full installation service, the following additional terms and conditions will form part of the contract. These terms and conditions of installation only apply to installation projects and are additional to our published terms and conditions.

All installation estimates and subsequent work on site is subject to the following terms and conditions unless otherwise confirmed in writing by Wool Classics.

1 Where quantities shown in an estimate are taken from scale or dimensioned drawings, the final quantities are subject to verification by site measurement. Accordingly, all costs prepared from quantities taken from drawings are a guide only and may differ once a site measurement is completed. Further costs may be incurred depending upon local/site factors that may not be apparent on plans.

2 If site surveys are undertaken where construction works are incomplete, quantities, dimensions and therefore costs are an estimate and subject to verification. Any changes to the layout of internal areas where carpet has been ordered or that might affect site access should be notified, in writing, to Wool Classics and must be acknowledged in writing by the company.

3 Unless agreed at the planning stage, all installations are priced to take place in one phase of works on site, allowing uninterrupted work over that period. The company will provide an estimate of time for the agreed schedule of works at the written request of the customer. Interruptions to the planned working schedule or on-site delays caused by factors outside of Wool Classics control (such as but not limited to the late running of other trades; restrictions on working hours; site conditions or access to working areas presenting a potential hazard; areas of installation not in a condition to accept or allow correct installation of carpet) will cause potential delays to the programme and result in additional labour charges being levied to the customer. Carpet should not be installed until construction and wet trades have completed their works in full and handed back the site.

4 All carpets, even when cut to room sizes, are heavy and difficult to manoeuvre, especially on premises where the layout and/or access is restricted. In some premises the carpet may have to be folded to gain access, which may leave creases in the pile after fitting. We cannot accept responsibility for damage to surface finishes caused by the movement of carpet in restricted spaces.

In certain instances, where access is very limited, we may recommend the use of a crane or hoist, at an additional cost, to lift the carpet from the ground floor up to the area of installation.

5 Work will be programmed during normal working hours, 9am to 5pm, Monday to Friday (excluding Bank and Public holidays). Any works undertaken outside these hours, will be subject to additional charges.

6 Unless stated otherwise, the client or their main contractor must ensure that all sub-floors are clean, dry, level and free from defects (including securing loose floorboards, joists, skirtings and other fixings) before the agreed installation dates. No allowance has been made in our estimate for sub-floor repairs, floor cleaning and removal of waste left by other trades. Any delays to the installation schedule that are caused by the site being unfit for commencement of carpet fitting will result in additional costs payable by the customer.

7 All areas must be clear of other trades and their equipment so fitting work may proceed without hindrance and allow good continuity of works. Failure to ensure the site is in a suitable condition for carpet installation works to commence as scheduled will result in additional costs, payable by the customer, and will cause delays to the completion of the carpet installation.

8 We require suitable 240v power and sockets and adequate lighting to each area of the installation. The site or the individual rooms to be installed should be at a minimum temperature of 18°C to allow the carpet to acclimatise. Where the temperature is below our recommended levels, the carpet will need time to acclimatise, which could result in delays to the installation programme and additional cost. If re-stretching is required because the carpet cannot be correctly acclimatised at the time of installation, an additional charge will apply.

9 (i) Unless furniture movement is detailed separately on an estimate, the customer takes full responsibility for arranging the clearance of all furniture and personal effects from the areas of installation so as to allow clear and uninterrupted working conditions. Delays and additional costs will be incurred if the area of installation has to be cleared of furniture and personal effects. Wool Classics and their staff are unable to accept responsibility for damage or breakages caused during the movement of the client's possessions.

(ii) Where we have itemised furniture movement on our estimate and it is requested we undertake the work as part of the overall project, all movements of furniture, electrical equipment/appliances and other objects in the area of installation are carried out entirely at the risk of the customer. We strongly recommend that the movement of all large items be supervised by the customer and that fragile, sentimental, personal or valuable pieces are moved by the customer only. Wool Classics and their staff are unable to accept responsibility for damage or breakages caused during the movement of the customer's possessions.

10 The position and depth of services such as water, gas, electricity and other forms of cabling must be clearly identified for our fitters to avoid accidental damage. All pipes and wires must be at a minimum depth of 5cm (2") below the base of the sub-floor. Unprotected/loose wiring for alarms, computer systems, telephones, audio and video equipment (to name only, but not limited to, the principal types) should be run in trunking under the floor. Wiring and services are often concealed from the carpet fitter and therefore Wool Classics cannot accept responsibility for accidental damage caused during carpet installation.

11 Prior to estimation or quotation, the customer or their appointed representative must advise Wool Classics of any areas where it is intended to install a carpet over a sub-floor containing an underfloor heating system. The combination of certain types of carpet and underlay, both of which are generally regarded as good thermal insulators, can reduce the efficiency of underfloor heating systems. Specific calculations may need to be undertaken by the heating engineers to ensure the chosen carpet and underlay does not impair the efficient running of the underfloor heating system.

12 Unless otherwise stated, where other trades may be required to complete any work following on from the installation of carpets, no allowance is made in our estimate for any form of temporary protection to safeguard the fitted carpet from accidental damage. Any protection used following installation must be non-permeable (cloth dust sheets are not appropriate) and secured. Where tape is used, the protective material must be overlapped so as to avoid adhesive transfer onto the carpet, which may accelerate soiling at a later stage. Unsecured sheeting used as a temporary protection is considered unsuitable as it represents a potential trip hazard and will not provide sufficient protection to any carpet after installation in construction site conditions. Carpet is not designed to be installed in areas where ongoing construction or decoration will continue after installation and we strongly recommend that carpet is not installed until other trades have completed and handed over the areas of installation. Where protective sheeting is installed over carpet in an ongoing construction project, Wool Classics cannot offer an absolute guarantee that the protection will totally safeguard the carpet from damage since wear and tear following installation is outside the control of Wool Classics.

13 Door clearances will need to be agreed prior to installation and will depend largely on the carpet and underlay types selected. Wool Classics is unable to undertake or be responsible for the trimming of any doors, which should be attended to by the customer or their contractor prior to the commencement of carpet installation. Where clearances are insufficient to allow carpet fitting to proceed, by way of process doors will, where possible, be removed from their hinges or mountings and set aside. If we are unable to remove the doors, delays may occur to the site programme, which may result in additional costs. Information regarding suggested door clearances is available upon request.



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14 The seam layout and pile direction of installation will be planned in conjunction with best trade practises. Upon request, Wool Classics will provide detailed seam layout drawings for approval. Where seam layout drawings are not requested, the layout of widths and seam positions will be at the discretion of Wool Classics and no claims will be considered following installation. It should be noted that any change to a seam layout may increase quantities and as a result both costs of materials and labour.

15 A labour cancellation charge will be made where a scheduled installation date is cancelled at less than 3 working days notice (for the purposes of clarification Mondays to Fridays excluding public or bank holidays are working days). All cancellations should, where possible, be confirmed in writing (accepted Monday to Friday 9am to 5pm only, excluding bank and public holidays) and acknowledged by Wool Classics in writing. Failure to provide sufficient notice of a cancellation will result in additional costs being charged to cover pre-allocated installation personnel.

16 Where both possible and practical, Wool Classics will inspect the site of a pre-booked/confirmed installation approximately 5 to 10 days prior to commencement of carpet fitting to assess readiness of the project and to finalise the phasing of the work. If at the express request of the customer we are instructed to proceed with an installation where the site, in our considered opinion, is not in a suitable condition for carpet installation to commence, we will issue a written disclaimer of liability which must be signed off to allow commencement of works. In these circumstances we will not accept responsibility for:

- Delays in carpet installation schedule.
- Delays to other trades working on site or their associated costs.
- Delays in final handover or any financial claim, penalty or deduction relating to a delayed handover.
- Claims for visible damage or soiling to a carpet, howsoever caused, whether immediate or latent in their manifestation.

Any additional installation costs caused by working on a site not correctly prepared for carpet installation will be charged to the customer.

17 Wool Classics are not responsible for determining the finished datum's to third party flooring interfaces. Where requested, Wool Classics will advise the thickness of their materials, which are subject to recognised trade tolerances for textile floor coverings. Where sub-floor levels or fixings require building up, the additional material and labour costs will be charged as an extra.

18 Unless itemised in a quotation/ estimate, floor trims such as door naplocks, interface edgings caps or stair nosings (to name but a few types but not limited to these named types) have not been included in the quoted/estimated costs. If required and once accepted in writing, the additional items and associated labour to install will be charged as an extra.

19 The installation of any carpet to staircases requires detailed planning, noting specific conditions such as layout, depth of treads, risers, nosing profile and winders. It should be noted that the selected carpet may not be the best option for your specific staircase layout. Our estimators will be able to provide more specific advice as to suitability of the chosen material at the time of a site visit. This is without warranty since wear and tear following installation is outside the control of Wool Classics.

20 If Wool Classics agrees to undertake an installation project in phases, it should be noted that carpets of the same batch, when laid at different times will appear to be of a different colour. This is due to the fact that once installed, carpets are exposed to daylight, general soiling and maintenance procedures that will slightly change the surface appearance.

21 Stair runners require specific planning, templating and installation. This is a time consuming process, involving a number of site visits and may add a number of weeks to a carpet installation programme. Wool Classics will require written confirmation and signed off layouts as to specific details of a runner installation. These include:

- a Runner width (subject to tolerance).
- b Installation method (American roll, Traditional or other defined method)
- c Edge finish (Edging material type, colour and dimension of edging required on face of carpet).
- d Stair rod pattern/type, finish, thickness and rod end finish (if required).
- e. Specific localised factors which have been itemised or brought to the attention of the client.

22 All dimensions, quantities and totals are gross and represent the amount of carpet, inclusive of waste, deemed necessary to cover either the measured or marked up areas. These areas, where possible will be identified by room reference for ease of cross checking. We cannot accept responsibility where areas are incorrectly identified and as a result a measurement or quantity is incorrectly/ inaccurately expressed.

23 All installation orders are accepted upon receipt of a 50% deposit inclusive of VAT, with the balance due 7 days prior to scheduled installation date. Delays in receiving the balance payment will result in cancellation of an installation without notice.

24 Where installation projects are delayed or postponed at the request of the customer, Wool Classics reserves the right to invoice the materials ordered for the project in full. The storage of materials may be subject to a charge in the event that the project is delayed by more than 28 days beyond the originally agreed installation date.

25 Installation work is carried out in accordance with the recommendations of BS5325/2001, The code of practice for the installation of textile floorcoverings.

26 Wool Classics takes Health and Safety within the working environment very seriously. Where specific health and safety regulations exist on a site, the client or their appointed agent must ensure that all Wool Classics staff are fully briefed and inducted. Where site conditions present a potential safety risk to Wool Classics staff we reserve the right to withdraw all operatives from site without notice.

27 Carpet installation should be one of the final processes within a refurbishment or new build programme and in some instances the deadlines for hand over reduce available installation times. Wool Classics strives to provide a high quality finish throughout the installation process and our planned schedules are based on completing the project to the highest standard. Compromises to the schedule may result in compromises to quality.

28 Wool Classics staff will deal fairly, honestly, consistently and appropriately with all customers at all times. We believe that all customers have the right to be heard, understood and respected. We also consider that Wool Classics staff be entitled to these same rights.

29 The scope and limit of our works is identified in our estimate. Material or services additional to those itemised on our estimate will be charged as extras.

30 All installation estimates and quotations are firm for 60 days unless otherwise stated.



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Flattening, pile pressure and shading

10 Wool Classics advises that through use and in time all carpets supplied will flatten to a certain degree during use. This is most noticeable in areas of concentrated wear, on carpets of variable pile height, where the higher pile may flatten to a greater degree than the lower pile height. All pile carpets, especially plain or low coverage patterns (where there is a predominance of one or more colours) are liable to an effect variously referred to as "pile pressure", "shading" or watermarking. That means there may be the appearance of light and dark patches arising from the unequal crushing of the pile surface. No care on the part of the manufacturers can obviate these tendencies, which are inherent in all pile fabrics, including carpets. Wool Classics cannot accept responsibility or liability for complaints in relation to these effects, which will not be considered as manufacturing defects. The customer implicitly acknowledges and confirms that no claims arising there out of will be made by the customer or any third party with whom the customer may deal, against Wool Classics in relation to these effects.

Substitution

11. In order to give the customer the advantage of any technical developments and continuity of supply, Wool Classics reserves the right to substitute the goods ordered with higher quality goods without notice.

Installation

12.1 Carpet installation requires a degree of expertise and attention to detail. Any carpet or any goods supplied by Wool Classics should be installed in accordance with BS5325, Code of Practice for the Installation of Textile Floor Coverings. The customer acknowledges receipt of this advice.

12.2 No claims arising from improper installation can be considered by Wool Classics and Wool Classics have no responsibility or liability in connection therewith. Wool Classics liability for defective carpet will be limited to replacement or refund and no claims will be considered for labour or other fitting charges connected with installation or removal of the same. Claims for manufacturing faults will not be considered by Wool Classics after the carpet or other goods have been cut and/or fitted and in the case of a complaint, Wool Classics reserves the right to replace or repair at its discretion. It is agreed between the parties hereto that if a manufacturing fault in all/or any of the goods supplied is proven that carpet or goods will be assessed to have depreciated by 25% per annum and this figure will be taken into account in the case of either replacement or return by Wool Classics.

Claims notification

13.1 Any of the goods and subject matter of the order form overleaf which have been delivered damaged are not of the correct quantity or do not comply with their description shall be notified by the customer to Wool Classics within 7 days of their delivery.

13.2 Any alleged defect shall be notified by the customer to Wool Classics within 7 days of delivery of the said goods or in the case of any defect which is not reasonably apparent within 7 days of the defect coming to the parties attention and in any event in the following periods:-

(i) for goods manufactured by Wool Classics 45 days from date of delivery;

(ii) for any second hand manufactured, reconditioned goods or goods offered at special or sale prices or end of line remnants sold by Wool Classics no period is applicable unless otherwise specified in the contract; and

(iii) for goods not of Wool Classics manufacture the warranty period given by the manufacturer.

13.3 Any claims under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective goods or carpets as appropriate.

13.4 Wool Classics shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the customer shall, if so requested in writing by Wool Classics, promptly return any goods the subject of any claim and any packing materials securely packed and carriage paid to Wool Classics for examination.

13.5 Wool Classics shall have no liability in regard to any claim in respect of which the customer is not compliant with the claims procedures in these conditions.

13.6 Wool Classics will not accept returns without prior written agreement. All returns remain at the risk of the customer until returned to Wool Classics premises. All returns must be rolled around a central tube wrapped in appropriate packaging and labelled correctly. In the event of any agreed return(s) the carriers note must be endorsed with confirmation that the returned goods have been returned in the same condition as despatched by Wool Classics.

Scope of contract

14 Under no circumstances shall Wool Classics have any liability of whatever kind for:

14.1 Any defects resulting from wear and tear, accident, improper use by the customer, or use by the customer except in accordance with instructions or the advice of Wool Classics or the manufacturer of any of the goods ordered overleaf or neglect from any instructions or materials provided by the customer;

14.2 Any of the goods overleaf which have been adjusted, modified or repaired except by Wool Classics or in accordance with manufacturer's recommendations;

14.3 The suitability of any of the said goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to Wool Classics;

14.4 Any substitution by Wool Classics of any materials or components not forming part of any specification (if any) of the goods ordered overleaf agreed in writing by Wool Classics;

14.5 Any descriptions, illustrations, specifications, figures as to the performance or quality, drawings and particulars of any weights and dimensions submitted by Wool Classics contained in Wool Classics catalogues, pricelists or elsewhere since they are merely intended to represent a general idea of the goods ordered overleaf and not to form part of the contract or be treated as representations;

14.6 Any technical information, recommendations, statements or advice furnished by Wool Classics, its servants or agents not given in writing in response to a specific written request from the customer before the contract is made;

14.7 Any variations in the quantities or dimensions of any of the goods ordered overleaf or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristic of the goods ordered overleaf and the substituted materials or components are of a quality equal or superior to those originally specified;

14.8 Any pull or snag loops in any of the goods in particular carpets ordered overleaf;

14.9 Any complaints arising from treatment applied to the goods (in particular carpets) by the customer after delivery or;

14.10 The installation of the goods or carpeting which will not be undertaken by Wool Classics in any event. Save as set out in clause 12 above.

Extent of liability

15.1 Wool Classics shall have no liability to the customer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract for any negligence, breach of statutory or other duty on the part of Wool Classics or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except:-

(i) For death or personal injury resulting from Wool Classics negligence; and

(ii) As expressly stated in these conditions.

15.2 If the customer establishes that any of the goods ordered overleaf have not been delivered, have been delivered damaged or do not comply with their description Wool Classics shall, at its option, replace with similar goods any of the goods ordered overleaf which are missing, lost or damaged and will allow the customer credit for the invoice value or repair any damage to such goods.

15.3 If the customer establishes that any of the goods ordered overleaf are defective Wool Classics shall, at its option and without prejudice to the preceding clauses, replace with similar goods or repair any defective goods, allow the customer credit for their invoice value or to the extent that the said goods are not part of Wool Classics manufacture, assign to the customer (so far as Wool Classics is able to do so) any warranties given by the manufacturer of the said goods to Wool Classics.

15.4 Delivery of any repaired or replacement goods shall be at the customers premises or other delivery point specified for the original and in accordance with the conditions herein before mentioned.

15.5 Where Wool Classics is liable in accordance with this condition in respect of only some or part of the said goods ordered overleaf the contract shall remain in full force and effect in respect of the other or other parts of the said goods and no set-off or other claims shall be made by the customer against or in respect of such other or other parts of the said goods.

15.6 No claim against Wool Classics shall be entertained for any defect arising from any design or specification provided or made by the customer or if any adjustments, alterations or other work has been done to the said goods by any person except Wool Classics.



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