

TERMS & CONDITIONS OF SALE

All estimates and quotations are subject to the following Terms & Conditions, unless otherwise confirmed in writing by Passobello Ltd.

Payment Terms: 50% deposit including VAT Balance due within 7 days upon completion

- 1. While every effort shall be made to deliver and fit the flooring to the customer's satisfaction, delivery dates are approximate only and failure to deliver on the stated date or at a specific time shall not render Passobello Ltd liable for damages, lost time or any consequential loss.
- 2. While every effort is made to ensure satisfaction, exact colour matching cannot be guaranteed between different widths of carpet due to manufacturing tolerances, over which Passobello Ltd has no control. Nor can exact matching be guaranteed between carpet supplied and the sample shown.
- 3. Where quantities shown in a quotation are estimated from a scale or dimensioned drawing, the final quantities are subject to verification by site measurement. Accordingly, all costs prepared from quantities taken from drawings are as a guide only and may differ once a site measurement is completed.
- 4. Unless agreed at the planning stage, all installation will take place in one schedule visit to site, allowing uninterrupted work over a single phase.
- 5. Installation work will be programmed during normal working hours, 9am to 5pm Monday to Friday (excluding bank and public holidays). Any work undertaken outside these hours will be subjected to an additional charge.
- 6. All carpets, even when cut to room sizes, are heavy and difficult to manoeuvre, particularly on premises where layout and access are restricted. In some premises the carpet may have to be folded to gain access, which might leave slight creases in the carpet. Passobello Ltd can not accept responsibility for damage to surface finishes caused by movement of carpet in restricted spaces.

- 7. While every care is taken when installing carpets it is almost impossible not to leave small marks on painted skirting boards. Passobello Ltd would recommend that an allowance is made for your decorator to return to site after the carpet installation to make good any paintwork. Unfortunately Passobello Ltd cannot be responsible for any cost incurred
- 8. Occasionally skirting boards can split when fitting carpet between the gripper rod and the base of the skirting. This happens as a result of poorly fitted skirting board and therefore it is the responsibility of your contractor to make good. Passobello Ltd will not be responsible for any cost incurred, but will return to site to refit the carpet if required.
- 9. Sometimes when installing carpet to wooden stairs the risers and the treads can collapse, this is due to old age or badly fitted stairs. There is a high level of banging involved to ensure the stairs are fitted under tension, this is not the appointed carpet installers being heavy handed. Unfortunately collapse or partial collapse is an unforeseen situation that is impossible to predict and advise clients on prior to installation. It is the responsibility of your appointed builder or joiner to fix this, Passobello Ltd is not responsible for any cost incurred, but will return to site to refit the carpet after remedial work is complete.
- 10. As the client, you or your appointed contractor must ensure that all sub-floors are clean, dry and level (including securing loose floorboards) before the agreed installation date. No allowance has been made in the Passobello Ltd quotation for sub-floor repair, floor cleaning and removal of waste left by other trades.
- 11. Unless uplift/disposal of the old floor covering is itemised separately on the quotation, the customer takes full responsibility for its removal and disposal.
- 12. All areas must be clear of all other trades and their equipment so fitting work may proceed continually and without interruption.
- 13. Passobello Ltd will require adequate power

and lighting on site and the rooms should be at minimum temperature of 18°C, to allow the carpet to acclimatise.

- 14. Unless furniture movement is itemised separately on the quotation, the customer takes full responsibility for arranging the clearance of all furniture and personal effects from the areas of installation so to allow clear and uninterrupted working conditions.
- 15. Where Passobello Ltd has itemised to move furniture, electrical equipment/appliances and other objects in the area of installation, this is carried entirely at the risk of the customer. Passobello Ltd strongly recommends that the movement of large items be supervised by the client and that fragile or valuable pieces are moved by the client only. Passobello Ltd, its staff and appointed installers are unable to accept responsibility for damage or breakage caused during the movement of client possessions.
- 16. The position of services such as water, gas and electricity must be clearly identified to our installers to avoid accidental damage. Unprotected wiring for alarms, computer system, telephone, audio and video equipment (to name only, but not limited to, principal types) should be run in trunking under the floor. Wiring and services are often concealed from the installer and therefore Passobello Ltd cannot accept responsibility for accidental damage during carpet installation.
- 17. Where other trades may need to finish work following carpet installation, no allowance has been made to provide plastic protection to the carpet.
- 18. Door clearance will need to be agreed prior to installation and will depend largely on the carpet and underlay types selected. Passobello Ltd, its staff and appointed installers will not carry out alterations to the doors. Where wooden doors require trimming please ensure a carpenter is in attendance, otherwise doors will be removed from their mounting and left on site.
- 19. The seam layout and pile direction of the



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carpet will be planned in conjunction with the best trade practices and are to be left to the discretion of Passobello Ltd. Unless questioned in writing before the estimating and cutting, this will be deemed as acceptable with no exceptions.

- 20. Unless itemised in the quotation floor trims such as door naplock, edging caps or stair nosing (to name a few types but not limited to these named types) have not been included in the quoted costs. If required and once accepted in writing the additional items and associated labour to install will be charged as extras.
- 21. All Quotations are firm for 30 days unless otherwise stated.
- 22. Parking charges: Please advise us of any parking restrictions and whether a permit will be required. If relevant, parking and congestion charges will be passed on to the customer at cost.
- 23. Cancellation of carpet: it may not be possible to cancel order once the carpet has been cut by the supplier.
- **24.** Cancellation of installation: A cancellation charge will be made where a scheduled installation date is cancelled with less than three full working days notice.

- 25. Shading/Tracking: Quality cut pile carpets, particularly those which are plush or near plush, may develop lighter or darker areas depending on the angle from which they are viewed. This phenomenon is generally referred to as shading or watermarking. The causes of shading are not understood and it cannot be accurately predicted or prevented. Shading does not affect the durability of a carpet. Tracking is a normal occurrence in all carpets which is more noticeable in cut piles. It is simply the flattening of the pile over time through traffic and occurs in all soft floor coverings.
- 26. Seams: In some installation carpet seams are inevitable. Despite professional installation, you will still be able to identify the seams. In some instances, because of specific light source or direction of the carpet pile, seams may be more visible than others. This is quite normal and no cause for concern. It is also not unusual for joins to peak slightly after installation, where the join sits up a little, this peaking generally diminishes over time with traffic.
- 27. Shedding: Wool carpets shed a certain amount of fibre, particularly when they are first laid. This fibre is easily removed with vacuuming and is perfectly normal and no cause for concern. From time to time on loop pile carpets, these loose fibres tangle and appear as small balls of fluff. Regular vacuuming should remove these balls without issue.

- 28. It may be possible to pull or snag a loop of a loop pile carpet, no responsibility can be accepted for this.
- 29. Passobello Ltd cannot accept responsibility for complaints arising from treatments applied to our carpets by a third party after installation.
- **30.** *Maintenance:* Passobello Ltd recommends *The WoolSafe Organisation* for unbiased and impartial advice on how best to maintain your carpet. The website can be found at http://www.woolsafe.org/
- **31.** *Dispute:* Any dispute shall be subject to English Law.
- **32.** *Workmanship Guarantee:* Unless itemised on the quotation as 'Workmanship Guarantee' or 'Peace of Mind Warranty Programme', the Workmanship Guarantee will not be included with your purchase.
- **33.** Satisfaction Promise: Unless itemised on the quotation as 'Satisfaction Promise' or 'Peace of Mind Warranty Programme', the Satisfaction Promise will not be included with your purchase.
- **34.** Placing an order implies acceptance of the Passobello Ltd's trading terms and conditions as identified in this document.