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Action
CARPETS & FLOORING

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General

Action Carpets Ltd reserves the right to make changes to these terms and conditions without notice and any new terms and conditions will supersede previous ones. Variations of these terms and conditions are not valid unless given in writing by a company director. Any installation service instructed via telephone, fax, email, website forms or in person constitutes an acceptance of our terms and conditions set out in this document.

Customer Responsibilities

Action Carpets Ltd and their fitters will provide all the necessary equipment and tools to complete an installation. The fitters will require electricity to power tools and water for compounds from the customer and it is the customers responsibility to provide this.

To uplift and dispose of existing floor coverings and to leave floors in a condition ready to accept new floor coverings before work commences unless agreed beforehand with Action Carpets and included on work order.

To indicate to the fitter where cables, gas or water pipes are buried in the subfloor before work commences- Action Carpets and fitters cannot be held responsible for damage to cables and pipes not identified by the customer.

The customer is responsible for the removal of furniture prior to the arrival of the fitters. Action Carpets reserves the right to refuse to move any items of furniture/ electricals deemed a risk to the installer or that may be fragile/breakable. In order to avoid the risk of injury or damage we ask that all heavy items of furniture be emptied of their contents. Accidents can and do happen and Action Carpets ask that any irreplaceable items that are of significant sentimental or monetary value be removed as we cannot be held responsible for any damage that may be caused.

Our fitters do not trim doors. If this service is required we will be happy to recommend a competent person to do this. If this has not been arranged and the doors do not clear the new floor covering then fitters will remove the door and leave for the customer to arrange to have them trimmed and re hung. It is not our responsibility to ensure that doors will clear new floor coverings and you as the customer have to satisfy yourself that a door trim will or will not be required.

Terms and Conditions

All goods are at the risk of the buyer as soon as they have been delivered or collected and the buyer should arrange the appropriate insurance accordingly.

Property in the ownership of goods will not pass whilst any money remains owing by the buyer to the seller. If such payment is overdue in whole or in part we may without prejudice to any other right of ours recover or resell the goods and may enter the premises by our servants or agents for such purpose.

On placement of order the total cost of the materials including any credit card charges are to be paid in full prior to arranging installation dates and ordering products. Products cannot be ordered without full payment unless a credit account is held with no arrears.

If agreed beforehand, the fitting charge is separate and is required to be paid by cash or cheque directly to the fitter upon satisfactory completion of works. The total cost of fitting, if it is to be paid separately will be clearly detailed on the work order.

If you do not want to pay directly to the fitter, a payment may be made by credit or debit card to Action Carpets Ltd. As a registered business the fitting charge will be subject to 20% VAT charge if paid to Action Carpets Ltd.

Action Carpets reserves the right to charge a 2.5% surcharge on all monies owed.

From time to time fitters may become ill or be unable to carry out an installation due to unforeseen circumstances. Action Carpets will endeavour to rebook the fitting the same day or at the earliest opportunity but will not accept responsibility for any loss of earnings and we will not reimburse customers for this. Whilst unfortunate these things do happen.

Similarly Action Carpets will not be held responsible in the case of a material or fitting fault, late delivery from a supplier or any unforeseen circumstance out of our control. We reserve the right under the sale of goods Act to rectify or replace any faulty materials and fitting within a reasonable period of time. Claims for compensation or loss of earnings will not be accepted.

Guarantees

Materials: Details of manufacturers guarantees available upon request.

Labour: Defects due to workmanship will be rectified up to 12 months from date of installation.

Deliveries

All dates and times for deliveries and/or fitting are estimates and are not binding on the company. Time will not in this respect be of the essence of the contract. Time are always given on a best endeavours basis and are subject to matters beyond our control. When goods are to be delivered only without installation the delivery will be a door to door delivery and not to a specific room.

Advice, Information and Opinion

Advice, information and opinion given by any director, employee or agent of the company is given without legal responsibility. Any recommendations or suggestions made by the company relating to the use of goods, whether in technical literature or in response to a specific enquiry is made in good faith. It is the responsibility of the buyer to ensure they are satisfied with the suitability of the goods for their particular purpose and this shall be deemed to have been done.

Your Floorcovering

During transport and storage carpet pile may become slightly crushed and this may show as shaded bands across the pile. These will normally disappear as the carpet is trafficked and vacuumed. We advise that a minimum two weeks be allowed before raising a complaint on this.

Through use the pile of your carpet may flatten and through light refraction the side of the pile may appear a different shade. This is not a fault and will not affect the wearing properties of your carpet.

Exact colour matches between different widths of the same carpet or from batch to batch of carpet cannot be guaranteed unless confirmed at point of order and in any case never between different widths.

The above does not affect your statutory rights.