

Terms and Conditions of CWF Bournemouth Ltd T/A Cutwise Flooring

Definitions

In these Terms & Conditions:

"The Company" refers to CWF Bournemouth Ltd T/A Cutwise Flooring.

"The Client" refers to the individual or organisation engaging the services of the Company.

"Contract" refers to the agreement between the Company and the Client for the supply and installation of products or services.

"Products" refer to the goods supplied by the Company to the Client.

"Services" refer to the work and installation carried out by the Company.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

Agreement to Terms

By engaging the Company's services or purchasing products, the Client agrees to be bound by these Terms and Conditions. These Terms form the basis of the Contract between the Client and the Company and apply to all quotations, orders, and work undertaken.

These terms

What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

What we mean by goods and services. The goods we supply you are those set out in our written quotation together with any further goods you may purchase from us. The services are the design, modification, installation and/or fitting of the goods (and any similar/incidental services we may supply) in accordance with this contract.

Information about us and how to contact us

Who we are. We are CWF Bournemouth Ltd T/A Cutwise Flooring, a company registered in England and Wales. Our company registration number is 13830804 and our registered office is at 39 Charminster Avenue, Bournemouth, Dorset, BH91RR. Our registered VAT number is 401 2550 56.

How to contact us. You can contact us by telephoning our customer service team at 01202 524052 or by writing to us at 39 Charminster Avenue, Bournemouth, Dorset, BH91RR. sales@cutwiseflooring.co.uk.

How we may contact you. If we must contact you we will do so by telephone or by writing to you at any email address or postal address you provided to us.

Our contract with you

How our contract with you is formed. We will provide you with a written quotation setting out what we will do for you and how much it will cost (this will usually follow a site visit and discussion with you). If you are happy with these terms, you can place an order with us by telephone, email, or post. For some orders, we may require your order to be in writing (we will let you know if this is the case). Our acceptance of your order will take place when we contact you to accept it, at which point a contract will come into existence between you and us.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

Our products

Products may vary slightly from their pictures. The images of the products in our brochure and on our website are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented there may

be minor variations and we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

Making sure your measurements are accurate. If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct.

Your rights to make changes.

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

Our rights to make changes

Minor changes to the products. We may change the product: (a) to reflect changes in relevant laws and regulatory requirements. (b) to implement minor technical adjustments and improvements, for example to address a security or safety threat. These changes will not affect your use of the product.

Providing the products

Delivery costs. The costs of delivery (if any) will be as set out in our quotation provided to you before you place your order.

When we will provide the products. Once you have placed an order with us, we will let you know when we will provide the products to you. (a) If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order. Please note that delivery dates are estimates only and shall not form part of this contract. If we are fitting/installing the goods, we will usually do this on the same day as delivery.

(b) If the products are services. We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process. If not date was set, we will provide the services on 14 days' notice.

We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will contact you to discuss redelivery. If the product is services, we may charge you a £150 fee for any missed appointments by you.

If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract.

If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us, or you or a carrier organised by you collect it from us.

When you own goods. You own a product which is goods once we have received payment in full.

What will happen if you do not give required information to us.

We may need certain information from you so that we can supply the products to you, for example, measurements in respect of any flooring or carpet or a delivery address and contact number. If so, this will have been notified to you when you placed your order. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will

not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

Reasons we may suspend the supply of products to you.

We may have to suspend the supply of a product to: (a) deal with technical problems or make minor technical changes; (b) update the product to reflect changes in relevant laws and regulatory requirements; (c) make changes to the product as requested by you or notified by us to you.

Your rights if we suspend the supply of products.

We will contact you in advance to tell you we will be suspending supply of the product unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice. We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments.

Matters not included in our quotation for which you are responsible. Unless otherwise stated on our quotation, we will not be responsible for any of the following and, where appropriate, you will need to make suitable arrangements yourself: (a) Clearance of Working Area: You will need to ensure the rooms/areas where goods are to be delivered, or services supplied are suitably prepared. This includes removing any furniture or other items and drawing our attention to any unseen pipes, wires, cables, or other service media. (b) Easing of doors: We will not deal with the easing of doors or removal/reinstatement of kick boards or panels. All doors must either be eased or removed before we provide the services. (c) Door trimming: We do not trim doors or side panelling. We recommend you find a carpenter to do this. (d) Existing flooring/carpet: We do provide a service where we can arrange the removal and disposal of existing flooring, carpet, or underlay, at a cost depending on the weight of disposal. (e) Unforeseen works: whilst we try to ensure our quotations are comprehensive and cover everything you need; it may become apparent as the job progresses that additional work is needed. For example, removal of the existing carpet, flooring or furniture may reveal defects in the sub-floor which either must be fixed or must be compensated for by the provision of a different product. Floors which, at the time of inspection by us, are covered either wholly or in partly and which are found to be defective or in need of repair are your responsibility. In these circumstances, we shall be entitled to charge for any additional goods or services supplied. (f) Electricity: Electric current for artificial light, sanding machines, electric polishers or any other apparatus required by us to provide services are to be provided by you. Asbestos containing materials: No removal or disposal of vinyl, asbestos floor tiles or any other asbestos containing materials is included in our quotation. It is your responsibility to inform us in advance of the presence of asbestos in any area in which we are to provide the product to you. We are not licensed to remove such materials so cannot provide this service. Your failure to make suitable preparations may entitle us to end the contract with you.

Your rights to end the contract

Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought off-premises you have a legal right to change your mind (also referred to as a right to cancel) within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

When you do not have the right to change your mind. You do not have a right to change your mind in respect of: (a) goods we supply that are of a bespoke nature, such as carpets and/or flooring which have been cut to measurements provided by you; (b) services, once these have been completed, even if the cancellation period is still running; and (c) any products which become mixed inseparably with other items after their delivery.

How long do I have to change my mind? How long you have depended on what you have ordered and how it is delivered. (a) Have you bought services (for example, fitting/installation of flooring and/or carpets)? If so, you have 14 days after the day we contact you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind. (b) Have you bought goods (for example,

carpets and/or flooring where we are not fitting/installing them for you)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless: (i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods. (ii) Your goods are bespoke. In this case you will not have the right to change your mind as the goods will have been made to your specifications. (iii) You have mixed the goods. If you have mixed the goods inseparably with other goods (for example, by fitting flooring/carpet to a sub floor with adhesives).

Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

How to end the contract with us (including if you have changed your mind)

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following: (a) Phone or email. Call customer services on 01202 524052 or email us at sales@cutwiseflooring.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address. (b) By post. Fill in the model cancellation form attached to this contract and post it to us at the address on the form. Or simply write to us at 39 Charminster Avenue, Bournemouth, Dorset, BH91RR, including details of what you bought, when you ordered or received it and your name and address.

Returning products after ending the contract. If you end the contract for any reason after goods have been delivered to you, you must return them to us. You must either return the goods in person or allow us to collect them from you. Please call customer services on 01202 524052 or email us at sales@cutwiseflooring.co.uk to arrange collection. If you are exercising your right to change your mind you must allow us to collect the goods within 14 days of telling us you wish to end the contract.

When we will pay the costs of return. We will pay the costs of return: (a) if the products are faulty or misdescribed; or (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances you must pay the costs of return. By entering this contract, you agree to pay any costs we incur in connection with returning the goods. This is to reflect that our suppliers may charge us a handling fee for returning goods.

How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind: (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling. If we refund you the price paid before we can inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option. (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then: (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

Our rights to end the contract

We may end the contract if you break it. We may end the contract for a product at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, measurements in respect of any flooring or carpet or a delivery address and contact number; (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or (e) you do not suitably prepare the location to which we are supplying the product. Please see 'Providing the Products' for a list of matters which we are not included in our quote (unless otherwise stated) and will be your responsibility.

You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur because of your breaking the contract.

If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01202 524052 or email us at sales@cutwiseflooring.co.uk.

Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must allow us to collect them from you. We will pay the cost of collection. Please call customer services on 01202 524052 or email us at sales@cutwiseflooring.co.uk to arrange collection.

Price and payment

Where to find the price for the product. The price of the product will be the price indicated in our written quotation(s). All prices are inclusive of VAT unless otherwise stated.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

When you must pay and how you must pay. We accept payment from all major credit and debit cards except for American Express. When you must pay depends on what product you are buying: (a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

(b) For services, we will generally invoice you on completion of the services, however, we reserve the right to raise interim invoices in respect of services already provided and/or on account of anticipated work.

(c) For good and services, we will invoice you for the project in full and a 50% deposit must be paid prior to the fitting date to secure material and the date of fitting. If deposits are not received, materials are not ordered, and you can lose your fitting date. We will inform you of these terms and conditions at the time of contact with quotation.

We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4.25% a year above the base lending rate of Bank of England from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

Circumstances in which we may increase the price. We will have the right to increase the price in the following circumstances: (a) any additional goods or services requested by you; (b) any interruption to the services, delays or overtime caused by you.

Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is

foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

We are not liable for business losses. Our agreement with you is for the supply of products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Other circumstances in which we are not liable. We will not be liable for any loss and/or damage arising from any of the following: Carpet/flooring sizes: whilst every effort is made to have the manufacturer manufacture the correct sizes, slight variations are unavoidable. The British Standards Institutes tolerance for a metric figure is plus or minus 1.25% as specified in BS3865 and we will not be liable for any variations to the size that fall within that tolerance. (b) Fading: We are unable to guarantee the non-bleeding and light fast qualities of any of the goods at any time. You must take all reasonable steps to protect any flooring, for example, conservatories are in direct sunlight and are likely to fade without sun protection such as blinds or screens. We will not at any time accept responsibility for product fading. (c) Shading: Shading due to areas being subjected to uneven and concentrated pressure in use is characteristic of cut pile carpets. Shading may occur. It should also be borne in mind that light or delicate shades are particularly liable to become soiled in wear and so appear to have faded. Luxury vinyl tile products that are subjected to direct sunlight could fade over time without suitable sunlight protection or expand and contract with excessive heat. This is outside of our control, and we would not be liable for this in any circumstances. (d) Matching: When carpets of different widths are used we cannot guarantee that shades will match although reasonable efforts are made to obtain the best possible results. Further we are not liable for goods failing to match decorations. (e) Alteration/Modification/Repair: We will not be liability in respect of goods which are altered, modified, or repaired by you or a third party without our consent. We are also not liable for defects which arise wholly or partly because of negligence or improper handling by you or any third party. (f) Defects in Sub-Floors: We will not be liable for any defects in the subfloors whether existing before or at the time we provide the services or developing after. We do not accept responsibility for unevenness in the sub-floor. (g) Adhesives: Where certain types of adhesives are being used, no smoking must be observed and all naked lights extinguished as and when requested. We will always use the manufacturer's advised adhesives but do not accept responsibility for adhesive failure. (h) Goods not fitted by us: We shall not be liable for any incorrect fitting of goods if you decide to appoint your own fitter. (i) Re-Stretching: We will return to site to re-stretch carpet if required up to a period of six months from the date of installation. If re-stretching is required outside this period this will be a charged for and we will provide a quote. (j) Layout: Installation has been planned to use the most economical layout, subject to pattern matching. Seams may be used but will be kept to a minimum. (k) Invisible pipes/wires etc: It is your responsibility to ensure that any area in which we fit/install carpet or flooring is suitable. We shall not be liable to any damage to pipes, wires, cables, or any other form of service media that are concealed from view and where we have not been informed in writing with images showing clearly where these may be. (l) Optical illusions: we accept no liability in relation to optical illusions such as carpet shading, pile reversal, water pooling or shadowing. (m) Door easing, shaving etc: Unless stated in our quotation, we do not provide floor easing or shaving services. If our fitter provides these services and they are not set out in the quote, the services are provided as a gesture of goodwill, and we do not accept any liability for damage to the doors.

Insurance & Liability

The Company shall maintain appropriate public liability insurance. However, the Company's total liability arising under or in connection with the Contract shall not exceed the total value of the Contract.

This cap on liability shall not apply in cases of:

(a) death or personal injury caused by the Company's negligence;

- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot legally be limited.

Warranties

The Company provides a **12-month installation warranty** on workmanship from the date of completion. This covers defects arising solely from the installation process.

Product warranties are provided directly by the respective manufacturers. The Client is responsible for registering any applicable manufacturer warranties.

The Company may advise the Client on how to register manufacturer warranties but does not assume responsibility for completing the registration on the Client's behalf.

Aftercare

After installation, the ongoing care and maintenance of the products are the sole responsibility of the Client. The Client must follow the manufacturer's recommended care instructions to ensure product longevity and to maintain the validity of any manufacturer warranties.

The Company can provide general care guides or direct the Client to the appropriate manufacturer resources upon request. However, it is ultimately the Client's responsibility to ensure they understand and follow the proper maintenance procedures.

Failure to adhere to the manufacturer's care guidelines may result in voiding the product warranty, and the Company shall not be held liable for any resulting issues.

How we may use your personal information

How we will use your personal information. We will only use your personal information in order to process and manage your order. The Company will process all personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Client information will only be used for purposes directly related to the Contract and will not be shared with third parties without the Client's prior consent, except where required by law. The Company will take appropriate technical and organisational measures to safeguard personal data.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we have reason to believe the proposed person who you wish to transfer your rights and obligations to would not be able to meet your obligations under this contract (such as payment of the price etc.).

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring

legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Alternative dispute resolution.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Contract Flooring Association's dispute resolution service. More information is available on their website at "<https://cfa.org.uk/Flooring-Problems-andDisputes-The-CFA-Dispute-Resolution-Service/>" The Contract flooring Association will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

Variations to this contract. Any variation to this contract will only be valid if agreed in writing by our director.

These are the terms by which you are accepting our quotation. CWF Bournemouth Limited

39 Charminster Ave

Bournemouth

Dorset BH9 1RR

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Email: sales@cutwiseflooring.co.uk