

## Terms and Conditions of Sale

### 1. Definitions

In these Terms and Conditions of Sale ("Terms"):

- **"DCF Carpets, Beds & Flooring"** a trading name of Saltash Ltd, a company registered in England and Wales with company number 03371525 whose registered office is at DCF house, Unit 2 Chemical Lane, Longport, Stoke-On-Trent, ST6 4PB.
- **"Customer"** means the individual, firm, company, or other legal entity who purchases Goods from DCF Carpets, Beds & Flooring.
- **"Goods"** means any flooring products, beds, accessories, or related materials supplied by DCF Carpets, Beds & Flooring to the Customer.
- **"Installer"** means any independent flooring contractor introduced by DCF Carpets, Beds & Flooring to the Customer for the purpose of installing the Goods.
- **"Contract"** means the contract for the sale by DCF Carpets, Beds & Flooring to the Customer of the Goods constituted by these terms, incorporating these Terms.
- **"Special Orders"** means any Goods that are not held in stock by DCF Carpets, Beds & Flooring and are ordered/manufactured specifically for the Customer.

### 2. Basis of the Sale

2.1 The Goods are sold by DCF Carpets, Beds & Flooring on the terms contained in the Sale of Goods Act 1979 and/or the Consumer Rights Act 2015, except as expressly varied by these Terms. Orders placed on the Website are further governed by the Consumer Contracts Regulations 2013.

2.2 No change may be made to the Contract unless agreed in writing by DCF Carpets, Beds & Flooring.

### 3. Your Rights and Responsibilities

3.1 It is DCF Carpets, Beds & Flooring's responsibility to supply the Customer with Goods and Services that meet all applicable consumer rights and legal obligations. If the Customer has any concerns that DCF Carpets, Beds & Flooring has not met these obligations, they should contact DCF Carpets, Beds & Flooring in writing. If you are unclear about your rights or require advice, you can contact Citizens Advice Consumer Service on 0808 223 1133 or [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

3.2 Where an estimate of the Price has been provided in-store but the final Price is determined following a home visit, there may be a fluctuation in the Price. If the final Price is lower than the estimate, the Contract will reflect the lower Price. If the final Price is higher than the estimate by 15% or more, the Customer shall be entitled to cancel the order and receive a full refund of any monies paid, provided that the Customer has not already instructed DCF Carpets, Beds & Flooring to proceed with the order.

3.3 The Customer shall be responsible for the accuracy of all measurements provided to DCF Carpets, Beds & Flooring, except where DCF Carpets, Beds & Flooring has completed a home

visit, surveyed the relevant parts of the property, and supplied or confirmed the measurements.

#### **4. Orders and Specifications**

4.1 DCF Carpets, Beds & Flooring may make any changes in the specification of the Goods which are required to conform with the relevant safety or other statutory requirements or which do not materially affect their quality or performance.

4.2 Due to the intimate nature of Beds, these items are exempt from the statutory 14-day cooling-off period under the Consumer Contracts Regulations 2013 when they have been unsealed. Therefore, for reasons of health and hygiene any beds, mattresses or bedding that has been unsealed will be deemed to be used and cannot be returned for any reason other than a manufacturing fault.

#### **5. Where Goods are Ordered and Leave the Store**

5.1 DCF Carpets, Beds & Flooring is not liable for a refund, but may offer a credit note after any cancellation charges have been applied. At the discretion of the Store Manager, unopened packs of laminate flooring can be returned for a full refund.

#### **6. Payment and Title**

6.1 The total price for the Goods ("Price") shall be payable in full by the Customer prior to the fitting of the order.

6.2 DCF Carpets, Beds & Flooring accepts payment by cash, check, BACS transfer, and finance credit agreement.

6.3 Notwithstanding delivery and the passing of risk in the Goods, title to the Goods shall not pass to the Customer until the Price has been paid in full and received by DCF Carpets, Beds & Flooring.

#### **7. Interest-Free Credit**

7.1 DCF Carpets, Beds & Flooring offers interest-free credit to Customers subject to status and affordability checks and a satisfactory credit check.

7.2 DCF Carpets, Beds & Flooring acts as a credit intermediary and can introduce you to a limited number of finance providers, including Novuna Personal Finance, a trading style of Mitsubishi HC Capital UK PLC. Novuna Personal Finance is authorised and regulated by the Financial Conduct Authority with the registration number 704348. DCF Carpets, Beds & Flooring's FCA registration number is 814316.

7.3 Full terms and conditions for interest-free credit are available on request.

#### **8. Promotional Offers**

8.1 From time to time, DCF Carpets, Beds & Flooring may offer promotional discounts or offers on Goods. Each promotional offer will have its own specific terms and conditions, which will be clearly communicated to the Customer.

#### **9. Order Cancellation and Termination**

9.1 Goods that are specifically ordered by the Customer's, including custom-made or special-order items, are non-cancellable and non-refundable, save at the sole discretion of DCF Carpets, Beds & Flooring.

9.2 DCF Carpets, Beds & Flooring may, at its sole discretion, permit cancellation of an order for standard Goods, subject to a deduction from any refund for costs incurred by DCF Carpets, Beds & Flooring, including, but not limited to, supplier restocking fees, carriage charges, and administrative expenses. If any Contract is cancelled by the Customer prior to delivery, the Customer will be liable to pay DCF Carpets, Beds & Flooring 20% (Special Order Contracts 30%) of the price of the Goods to cover expenses incurred and this will be deducted from any deposit or advance payment paid by the Customer.

9.3 Where payment is made via an interest-free credit agreement, cancellation of the credit agreement is permitted within the first 14 days. If the credit agreement is cancelled, an alternative payment method will be required to settle the outstanding balance for the Goods.

## **10. Measurements and Quantities**

10.1 While DCF Carpets, Beds & Flooring offers a complimentary home measuring service, the Customer shall be solely responsible for the accuracy of all measurements provided to DCF Carpets, Beds & Flooring.

10.2 DCF Carpets, Beds & Flooring shall not be liable for any shortage or overage of Goods arising from inaccurate measurements supplied by the Customer.

## **11. Subfloors and Site Preparation**

11.1 The Customer shall ensure that all subfloors upon which the Goods are to be installed are clean, dry, level, and free from dampness. Floorboards shall be securely fixed and in a condition suitable to receive the Goods.

11.2 DCF Carpets, Beds & Flooring shall not be held responsible for any latent defects in the subfloor that are not readily apparent upon visual inspection. Any additional labour or materials required to rectify unforeseen subfloor conditions shall be chargeable to the Customer.

11.3 Where a Damp-Proof Membrane ("DPM") is deemed necessary by DCF Carpets, Beds & Flooring or required by the manufacturer's guidelines for the Goods, it is the Customer's responsibility to ensure that a DPM is installed prior to the installation of the Goods. DCF Carpets, Beds & Flooring shall not be liable for any damage to the Goods arising from the absence or inadequacy of a DPM.

11.4 The Customer shall maintain adequate heating in the property during and after the installation of the Goods, particularly in the case of Luxury Vinyl Tiles ("LVT"), which require acclimatization at a temperature of approximately 20 degrees Celsius for at least 24 hours prior to installation.

## **12. Delivery and Care Package**

12.1 The Delivery and Care Package does not include the uplift or disposal of the Customer's old flooring. These services can be purchased separately.

12.2 While DCF Carpets, Beds & Flooring will move a reasonable amount of emptied furniture, it is unable to move excessively heavy items such as pianos or white goods. The Customer must inform DCF Carpets, Beds & Flooring at the time of purchase if any items require more than one person to move safely.

### **13. Delivery and Inspection**

13.1 The Customer shall inspect the Goods upon delivery to ensure they are the correct type, colour, size, and quantity ordered and that they are free from apparent faults or damage. Any discrepancies or concerns must be reported to DCF Carpets, Beds & Flooring as soon as reasonably possible.

13.2 All Goods must be fully paid for before installation, delivery, or collection can be made.

13.3 If the Customer is arranging for installation via their own third-party fitter, they must allow sufficient time for inspection of the Goods and any acclimatization needs as per the manufacturer's instructions.

13.4 All delivery and fitting dates are estimates and are given in good faith. Exact arrival and completion times cannot be guaranteed due to the nature of the work.

### **14. Installation**

14.1 DCF Carpets, Beds & Flooring acts as an agent for, and facilitates arrangements with, independent flooring installers ("Installers"). The Customer acknowledges that their contract for installation is with the Installer, and not with DCF Carpets, Beds & Flooring, and that DCF Carpets, Beds & Flooring has no liability for the acts or omissions of the Installer.

14.2 Installations carried out by Installers are subject to a twelve (12) month guarantee provided by the Installer against defects in workmanship. This guarantee does not extend to manufacturing defects in the Goods, damage caused by third parties, or fair wear and tear.

14.3 Any alterations or repairs to the Goods carried out by persons other than the original Installer shall invalidate the installation guarantee.

14.4 The Customer shall be responsible for ensuring that the site is prepared for installation in accordance with DCF Carpets, Beds & Flooring's instructions. This includes, but is not limited to, the removal of furniture, appliances, and personal belongings, and the disconnection of services where necessary.

14.5 Charges for installation are separate from the Price and are payable directly to the Installer upon completion of the work.

14.6 Fitters will carry out their work with reasonable skill and care, but DCF Carpets, Beds & Flooring accepts no liability for minor marks or scuffs to home décor that may occur during the fitting process. It is the Customer's responsibility to make the fitter aware of any known hazards or issues that may affect their ability to complete the installation.

### **15. Door Alterations and Services**

15.1 The Customer is responsible for arranging any necessary door alterations to accommodate the new floor height. Such alterations should be carried out by a qualified joiner.

15.2 Installers are not authorized to undertake any electrical work, including the handling of television cables, aerials, or underfloor wiring. The Customer shall indemnify and hold harmless DCF Carpets, Beds & Flooring and the Installer against any loss or damage arising from the presence of undisclosed services.

## **16. Installation Scheduling and Completion**

16.1 Installation appointments are scheduled in good faith, but arrival and completion times are estimates only. DCF Carpets, Beds & Flooring shall not be liable for any delay in delivery or installation, howsoever caused.

## **17. Post-Installation**

17.1 The Customer is advised that some redecoration of walls and skirting boards may be necessary following installation.

17.2 Post-installation vacuuming is not included as standard.

17.3 Payment to the Installer shall constitute acceptance of the installation work.

## **18. Faulty Goods and Manufacturer's Warranty**

18.1 DCF Carpets, Beds & Flooring shall not be liable for any manufacturing defects in the Goods. The Customer's recourse in respect of such defects shall be against the manufacturer under the terms of the manufacturer's warranty.

18.2 DCF Carpets, Beds & Flooring will assist the Customer in pursuing any valid warranty claims against the manufacturer. Complaints relating to faulty Goods should be notified in writing within 7 days of the fault becoming apparent.

## **19. Disposal of Old Flooring**

19.1 DCF Carpets, Beds & Flooring does not provide a disposal service for old flooring. The Customer is responsible for arranging disposal through the local authority or a licensed waste carrier.

## **20. Product Characteristics**

20.1 The Customer acknowledges that certain characteristics of flooring products, such as pile reversal, watermarking, and pilling, are inherent to the manufacturing process and do not constitute defects.

20.2 Colours may vary slightly from samples due to manufacturing tolerances.

20.3 All carpets are cut at 10cm intervals with a minimum order length of 1 meter. All sizes are approximate and within a tolerance of plus or minus 1.25% in accordance with British Standard BS3655.

20.4 All vinyl flooring is cut at 10cm intervals with a minimum order length of 1 meter. All sizes are approximate and within a tolerance of plus or minus 1.25% in accordance with British Standard BS3655.

## **21. Laminate, LVT, and Engineered Wood**

21.1 Samples of laminate, LVT, and engineered wood flooring show only a small part of the overall design. There may be significant variation in the colour and design of the flooring due to the random nature of wood and other natural materials.

21.2 The Customer is responsible for following the supplier's fitting and maintenance instructions to prevent swelling of the joints or other expansion problems.

21.3 Laminate and engineered wood flooring are affected by moisture, and wet mopping may damage the flooring beyond repair.

21.4 When estimating the quantity of laminate, LVT, and engineered wood flooring required, DCF Carpets, Beds & Flooring will apply a percentage between 5-15% (rounded to the nearest box) to allow for colour matching between boxes and wastage during fitting. In the case of a herringbone installation, this tolerance may be increased further based on the manufacturer's recommendation.

21.5 DCF Carpets, Beds & Flooring cannot guarantee that subsequent orders will be supplied from the same batch as previously supplied.

21.6 Any unopened boxes of laminate, LVT, or engineered wood flooring that are returned will be refunded at 50% of the original box purchase price within the first 30 days of purchase, provided the goods are sealed and in good condition. Returns are only accepted if the quantity exceeds the stated tolerances and the invoice is provided by the customer.

## **22. Product Guarantees**

22.1 DCF Carpets, Beds & Flooring is responsible for ensuring that the Goods supplied are of satisfactory quality, conform to the sample, and are fit for the purpose for which they are sold.

22.2 Certain products have additional guarantees provided by the manufacturer. DCF Carpets, Beds & Flooring accepts no responsibility for these additional warranties or guarantees.

22.3 Manufacturers' wear guarantees do not relate to the appearance of the product but are specifically in relation to the product becoming "threadbare."

22.4 Surface stains, scratches, abrasions, and marks are not covered by the wear guarantee.

22.5 Any damage caused by negligence, malice, removal, fire, water damage, or similar events will void the warranty.

22.6 Damage or marks that appear following the use of an unsuitable chemical product or improper cleaning method are not covered by the warranty.

## **23. LVT Flooring – Specific Provisions**

23.1 The Customer shall familiarize themselves with the manufacturer's specific instructions and guidelines for the installation and care of LVT flooring.

23.2 Appliances and plinths must be removed prior to the installation of LVT flooring.

23.3 A DPM may be required for LVT installations on concrete subfloors.

23.4 In areas subject to high temperatures, appropriate measures shall be taken to regulate the temperature before, during, and after installation.

23.5 The Customer acknowledges that minor gapping may occur between LVT joints.

23.6 Underfloor heating systems shall be deactivated for a specified period before and after the installation of LVT flooring.

#### **24. "Direct to Home" Delivery and Collection**

24.1 Standard delivery times for "Direct to Home" products are estimates only and are subject to stock availability and carrier schedules.

24.2 The Customer must inform DCF of any special delivery requirements prior to dispatch.

24.3 DCF is not liable for late delivery caused by circumstances outside of its control.

24.4 All Goods must be signed for upon delivery.

24.5 Damaged Goods must be reported to DCF as quickly as possible.

#### **25. General**

25.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

25.2 Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

25.3 Nothing in these Terms shall affect the Customer's statutory rights.

#### **26. Entire Agreement**

26.1 These Terms constitute the entire agreement between DCF and the Customer relating to the subject matter herein and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.