

STATUTORY RIGHTS. None of the contents of these terms of business shall affect the customer's statutory rights.

THE MEASURE. Waltons Fine Furnishings Ltd will carry out a detailed measure of the site free of charge. Waltons Fine Furnishings Ltd cannot be held responsible for difficulties created by inaccuracies in the customer's own measurement of the project.

ESTIMATES AND QUOTATIONS - HARDWOOD FLOORINGS. Waltons Fine Furnishings Ltd may provide customers with a verbal estimate as a rough guide to the project cost. However, it is only a guide and the detailed cost of the project is contained in the written quotation or confirmation of order. Waltons Fine Furnishings Ltd will provide a written quotation which will include an overall figure for the project. The following items will be covered by the quotation: the product costs; uplifting old floor covering as detailed; removal and disposal of the above as detailed; removal and disposal of new material waste; moving of furniture at customer's own risk; silicone to skirting boards if required; trimming of internal doors and refitting; provision of accessories (excluding door plates) as detailed in the quotation; installation costs; clearing up the site on completion (excluding vacuuming carpet). The disconnection and re-connection of hi-fis, home cinema installations, TVs, computers or any other domestic appliance is the responsibility of the customer unless previously arranged with ourselves, we cannot take responsibility for any damage caused. All quotations are valid for two months unless otherwise specified.

ESTIMATES AND QUOTATIONS - FITTED CARPETS. Waltons Fine Furnishings Ltd may provide customers with a verbal estimate as a rough guide to the project cost. However, it is only a guide and the detailed cost of the project is contained in the written quotation or confirmation of order. Waltons Fine Furnishings Ltd will provide a written quotation which will include an overall figure for the project. The following items will be covered by the quotation: the product costs; uplifting old floor covering as detailed; removal and disposal of the above as detailed; removal and disposal of new material waste; moving of furniture at customer's own risk; silicone to skirting boards if required; trimming of internal doors and refitting; provision of accessories (excluding door plates) as detailed in the quotation; installation costs; clearing up the site on completion (excluding vacuuming carpet). The disconnection and re-connection of hi-fis, home cinema installations, TVs, computers or any other domestic appliance is the responsibility of the customer unless previously arranged with ourselves, we cannot take responsibility for any damage caused. All quotations are valid for two months unless otherwise specified.

ESTIMATES AND QUOTATIONS - SOFT FURNISHINGS. Waltons Fine Furnishings Ltd may provide customers with a verbal estimate as a rough guide to the project cost. However, it is only a guide and the detailed cost of the project will be confirmed in a written quotation or confirmation of order. Waltons Fine Furnishings Ltd will provide a written quotation which will include an overall figure for the project. The following items will be covered by the quotation: the product costs; the component costs; the cost of manufacture/making up; the cost of tracking/poles etc, and associated accessories; the cost of installation; the cost of delivery to site for larger items of re-upholstery; where necessary, to permit fitting, the moving of furniture at the customer's own risk. Waltons Fine Furnishings Ltd will endeavour at point of quotation to inform the customer in writing of all details of the soft furnishings, design and installation to the best of our ability. A quotation will only be deemed as being accepted by the customer on receipt of the appropriate deposit. Once accepted, any alterations made by the customer to the design or installation specification may result in the customer incurring extra costs. For the purposes of the quotation, soft furnishings will be made to recognised manufacturing guidelines (i.e. fullness of curtains – e.g. tape headed curtains 2 x fullness, hand pleated headed curtains 2.5 x fullness). It is the customer's responsibility to stipulate at point of quotation if non-standard finishes are required (e.g. fullness, length, number of pleats, etc). All quotations are valid for two months unless otherwise specified.

THE INSTALLATION - HARDWOOD FLOORINGS

- Waltons Fine Furnishings Ltd will organise the installation of your flooring using fitters working in accordance with the terms of BS8203 and BS8201.
- The customer is responsible for the condition of the sub-floor and if additional preparation work is needed, other than that already listed, to rectify undisclosed faults in the sub-floor, additional charges may be made for the installation.
- Any delays in carrying out the installation not within the reasonable control of Waltons Fine Furnishings Ltd will not be our responsibility, i.e. fitter's illness, damaged goods etc, we will do our utmost to return to site as soon as possible.
- If the installation is required outside normal working hours a premium for overtime payments may be added.
- The position of the wiring and piping in vulnerable places must be drawn to the attention of the fitter. Waltons Fine Furnishings Ltd cannot be held responsible for the accidental damage to pipe work or cables as a consequence of a failure on the customer's part in this respect.
- If requested by the customer Waltons Fine Furnishings Ltd will carry out ancillary tasks to complete the project. This could include: internal door trimming; uplifting old floor coverings; removal and disposal of waste and the old floor coverings; clearing up the site; dealing with skirting board gaps. There will be charges associated with these tasks, the work content of which must be agreed prior to the production of the written quotation.
- Waltons Fine Furnishings Ltd will provide a free one-year guarantee against installation faults. Product guarantees vary from manufacturer to manufacturer.
- Any problems with installation should be referred to Waltons Fine Furnishings Ltd as soon as possible.

THE INSTALLATION - FITTED CARPETS

- Waltons Fine Furnishings Ltd will organise the installation of your carpet using fitter's working in accordance with the residential terms of BS5323 (2001) covered in sections 7.7, 7.8, 7.10, 7.11 and 8.
- The customer is responsible for the condition of the sub-floor and if additional preparation work is needed, other than that already listed, to rectify undisclosed faults in the sub-floor, additional charges may be made for the installation.
- Any delays in carrying out the installation not within the reasonable control of Waltons Fine Furnishings Ltd will not be our responsibility, i.e. fitter's illness, damaged goods etc, we will do our utmost to return to site as soon as possible.
- If the installation is required outside normal working hours a premium for overtime payments may be added.
- The position of the wiring and piping in vulnerable places must be drawn to the attention of the fitter. Waltons Fine Furnishings Ltd cannot be held responsible for the accidental damage to pipe work or cables as a consequence of a failure on the customer's part in this respect.
- If requested by the customer Waltons Fine Furnishings Ltd will carry out ancillary tasks to complete the project. This could include: internal door trimming; uplifting old floor coverings; removal and disposal of waste and the old floor coverings; clearing up the site; dealing with skirting board gaps. There will be charges associated with these tasks, the work content of which must be agreed prior to the production of the written quotation.
- If the product requires seaming it must be appreciated that it is impossible to achieve a completely invisible seam.
- Waltons Fine Furnishings Ltd will provide a free one-year guarantee against installation faults. Product guarantees vary from manufacturer to manufacturer.
- Due to a number of variables carpet may "relax" in the first few weeks following installation and this may require a re-stretch which Waltons Fine Furnishings Ltd will undertake at no extra cost.
- Any problems with installation should be referred to Waltons Fine Furnishings Ltd as soon as possible.

THE INSTALLATION - SOFT FURNISHINGS

- Waltons Fine Furnishings Ltd will organise the installation by professional fitters.
- The customer is responsible for the condition of walls etc, for the positioning of fixings – any known defects must be brought to our attention at the point of site survey.
- Any delays in carrying out the installation not within the reasonable control of Waltons Fine Furnishings Ltd will not be our responsibility, i.e. fitter's illness, damaged goods etc.
- If the installation is required outside normal working hours a premium for overtime payments may be added.
- The position of wiring and piping in vulnerable places must be drawn to the attention of the fitter. Neither Waltons Fine Furnishings Ltd nor their representatives can be held responsible for accidental damage to pipe work or cables as a consequence of a failure on the customer's part in this respect.
- Waltons Fine Furnishings Ltd will provide a free one-year guarantee against installation faults. Product guarantees vary from manufacturer to manufacturer.
- The customer must make Waltons Fine Furnishings Ltd aware of any changes in room layout, window size, structural alteration etc, that may affect the positioning or the fitting of soft furnishings, prior to ordering the goods.
- Any problems with the installation should be referred to Waltons Fine Furnishings Ltd as soon as possible.

GUARANTEES AND THE CONSUMER CODE OF PRACTICE

- Waltons Fine Furnishings Ltd will inform customers of the guarantees which are provided for the products on sale.
- Waltons Fine Furnishings Ltd supports the Consumer Code of Practice and the Carpet Foundation Code of Practice and adopts their contents in order to ensure that the customer is treated in accordance with the best selling practices in the UK.

CANCELLATION OF ORDERS

- When an order is placed a contract exists between the customer and Waltons Fine Furnishings Ltd. Cancellations are not normally acceptable although in extenuating circumstances, where the customer cancels on reasonable grounds, a full refund of the deposit may be made (less any charges for work already completed or return to stock charges imposed by manufacturers).
- Cancellations made for other reasons can lead to a loss of deposit and charges for the customer for other work undertaken by Waltons Fine Furnishings Ltd.

DELIVERY AND INSTALLATION DEADLINES

- Waltons Fine Furnishings Ltd will liaise closely with the customer over delivery and installation dates to ensure that the customer is not unduly inconvenienced should any problems occur, i.e. fitter's illness, damaged goods etc, we will do our utmost to return to site as soon as possible.
- When placing the order the customer must inform Waltons Fine Furnishings Ltd of any "critical deadlines" by which time the project must be completed.
- We reserve the right to charge a cancellation fee in the event that a fitting date is cancelled at short notice.
- Time of delivery shall not be the essence of, or form the basis of any contract.

PAYMENT METHODS

- Waltons Fine Furnishings Ltd will ask for a deposit of 50% on confirmation of the order.
- The balance will become due on completion of installation and on receipt of final invoice.
- Payment methods include BACS, cheque, bankers draft, credit card, debit card or cash. Outstanding amounts not paid will attract a 2.5% interest rate per month. The pursuit of customers who fail to pay on time may lead to professional charges, which may be passed on to the customer.
- The re-presentation of dishonoured cheques will lead to a payment of £15.00 charged to the customer.
- Any credit terms offered to the customer will be explained in detail and are subject to the terms of the Consumer Credit Act.
- Any additional payments for extra items will be shown separately on the invoice and undertaken once the agreement of the customer has been obtained for the extra work.
- All materials remain the property of Waltons Fine Furnishings Ltd until payment is made in full.
- All discounts are offered on the strict condition that final balance is paid on completion of installation and on receipt of final invoice.
- The customer's deposit is protected against problems of business failure by the Carpet Foundation Deposit Protection Scheme (carpet only).
- All 'supply only' goods to be paid in full at point of order.

PRODUCT-RELATED INFORMATION - HARDWOOD FLOORINGS

- Hardwood flooring will perform best when fitted into areas where temperature and humidity are constant. With varying conditions expansion and contraction will occur, this is normal.
- Manufacturers care and maintenance instructions must be followed to permit maximum longevity.
- We reserve the right to refuse to fit if sub-floor prepared by others is to an unsatisfactory standard. Fitter's wasted time may be charged to the customer in such an event.
- Any design diagrams are for guidance only. Hardwood flooring will differ in colour tone and grain effect.

PRODUCT-RELATED INFORMATION - FITTED CARPETS

- All carpet measurements are provided subject to a tolerance of plus or minus 1.25% in accordance with BS3665.
- Cut pile carpet products may develop "pile reversal" which is a localised change in the direction of pile lean, which alters the pattern of reflected light to give a light and shade effect. This naturally occurring phenomenon does not affect the carpet's resistance to abrasive wear.
- On all carpet some tracking marks will occur in heavy traffic areas during the normal wear life of the carpet.
- Berber or "Berber-look" carpet may contain random flecks of colour, which can sometimes create a lined effect, which would not be apparent in a small sample.
- Loop pile carpet may develop pilling if maintained with a vacuum cleaner with revolving brushes or beater bar.
- Colour matching between different production batches, including different widths of carpet cannot be guaranteed. The customer must make it clear to Waltons Fine Furnishings Ltd where exact colour matches are required.
- When a new carpet is installed Waltons Fine Furnishings Ltd recommend new underlay as this can have a positive impact upon the wear life of the product. Using own/existing underlay may compromise the manufacturer's warranty.
- The carpet must be maintained in accordance with the manufacturer's or Waltons Fine Furnishings Ltd recommendations.

PRODUCT-RELATED INFORMATION - SOFT FURNISHINGS

- Waltons Fine Furnishings Ltd will provide samples where necessary. Large samples are chargeable and must be returned within 21 days.
- Samples are merely an indication of colour and design. If the customer requires an exact match then a stock sample must be requested prior to order.
- Pattern book samples may differ from current stock availability.
- Pattern books may be loaned from Waltons Fine Furnishings Ltd. They remain the property of Waltons Fine Furnishings Ltd and must be treated carefully; any damage to books may result in the customer being charged for the cost of replacement.
- Pattern books can be loaned for 3 days free of charge. Any extension to this time must be by prior agreement with Waltons Fine Furnishings Ltd. A weekly charge of £10.00 will be levied against non-returned books or books returned late.
- Fabrics can be affected by atmospheric conditions, Waltons Fine Furnishings Ltd cannot be held responsible for the behaviour of a fabric in situ due to excess changes in temperature and/or humidity.
- Limitations of certain fabrics: (a) Silk – many silks are vegetable dyed and will fade in strong light. These fabrics must be lined and interlined and further protection afforded such as blinds or voiles fitted to windows to prolong the lifespan of the silk. (b) Linen, hand woven cottons and jute fabrics – all natural fabrics are susceptible to atmospheric conditions and may move or alter their shape slightly as a direct result of changes in the environment.
- We can only be held responsible for failures on material supplied to the extent of the manufacturer's own guarantees.
- With reference to wallpaper – we are happy to advise on material quantities but the amounts recommended are as guidelines only. We strongly recommend that professional decorators be used to quantify requirements and to hang products according to the manufacturer's recommendations.
- For non-stock items we must abide by our suppliers terms and conditions. For example some suppliers accept no returns whereas others will accept returns of wallpaper over 3 rolls within 21 days from date of invoice and subject to handling and carriage charges.
- There is normally a standard 25% re-handling charge for goods returned subject to the manufacturer's terms and conditions.
- Waltons Fine Furnishings Ltd are prepared, whilst carrying out related work, to arrange for the dry cleaning and re-hanging of customer's soft furnishings, but cannot be held responsible for changes or problems that may occur during the cleaning process. Waltons Fine Furnishings Ltd will sign any disclaimers forwarded by professional cleaners on the customer's behalf.

GENERAL COMPLAINTS

In the first instance any complaints about the product, the accessories or the installation should be referred as soon as possible to Waltons Fine Furnishings Ltd where every effort will be made to resolve the matter with the minimum of delay.

COMPLAINTS - FITTED CARPETS

Waltons Fine Furnishings Ltd use the complaints, conciliation and arbitration procedures set out in the Carpet Foundation Consumer Code to help resolve any disputes which, although rare, could occur with your order. In the first instance any complaints about the product, the underlay, the accessories or the installation should be referred as soon as possible to Waltons Fine Furnishings Ltd where every effort will be made to resolve the matter with the minimum of delay.