

21st Century Carpets

1. Possession

All materials remain the property of 21st Century Carpets until paid for in full.

2. Contract

21st Century Carpets will not be held responsible for any errors or omissions in quotation and Contracts and reserve the right to correct errors or omissions at a later date. We do not under any circumstances give credit.

3. The Contract

The contract will come into being between the customer and 21st Century Carpets when the Customer has placed an order, detailing his requirements and agreeing to be bound by these Conditions, and 21st Century Carpets has accepted the order

4. Delivery and Collections

It may be possible for you to arrange to collect any materials outside of office hours in order to meet your specific needs.

Delivery dates and times shall be agreed in advance with the Customer, and that 21st Century Carpets accepts no responsibility in the event that the dates, times or location change without prior notification and that a new once the Contract has been agreed by the Customer and acknowledged by 21st Century Carpets. Delivery times are approximate only & failure to deliver on the stated date or specific time shall not render us liable for damage, lost time or any other consequential loss. Customers should ensure that they or their representatives are at the delivery address. Wasted journeys will be charged for.

5. Payment

Unless by prior arrangement a deposit shall be payable on placing the order final payment of the balance shall be required on the day of completion of the works carried out. If payment is late or over looked then the then interest and interest charge of 12.5% will be applicable by the Customer any disputes borne thereafter will result in Customer to pay all costs incurred in respect of recovery. This will include solicitors and other legal fees.

6. Cancellations

All cancellations must be in writing and must be received by 21st Century Carpets at least 5 working days in advance of the works carried out. Cancellations will incur a forfeit any deposit received. No refund is given for cancellation of the carpet.

7. Permissions

Any permissions required before the erection of the Equipment shall be obtained by the Customer. The Customer shall be responsible for complying with all relevant laws, bylaws & regulations applicable & incidental to the use of the Equipment

8. Liability

Cannot be accepted for any delays or non - performance due to:

- (a) Loss or damage of any of the goods by fire, theft, flood, storm, tempest or accident.
- (b) Strikes or industrial disputes.
- (c) Weather conditions
- (d) Problems caused by Public, Local or location Authorities to which the Customer should have obtained prior permission
- (e) Unsuitable site
- (f) Equipment or mechanical breakdown
- (g) Act of God
- (h) Travel delays
- (i) Any other cause outside of 21st Century Carpets's control

9. Consequential losses;

21st Century Carpets shall not be liable for any consequential losses to the Customer including any expense, liability, loss, claim or proceeding, whatsoever caused by, or arising out of, the late delivery, non-delivery, unsuitability, or lawful repossession of the Equipment, or any part thereof or any breakdown or stoppage of same

10. Rights of access

The Customer hereby authorises 21st Century Carpets (upon production of this document) to enter upon any premises wherein 21st Century Carpets reasonably believes any goods, or part thereof to be, and if, and in so far as, 21st Century Carpets in his absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same

11. Any failure by 21st Century Carpets to enforce any or all of these conditions shall not be construed as a waiver of any of 21st Century Carpets's rights hereunder

12. Separate term validity;

Should any term in this Contract be held to be invalid such invalidation will not affect the validity of the remaining terms