



Terms & Conditions

Please read these product terms and conditions carefully as they set out the terms under which Woodward-Williams LLP, trading as Floornet makes the products available to you (“Product Terms”). You as the customer will transact with Woodward-Williams LLP, trading as Floornet.

1. INTERPRETATION

- 1.1 **The definitions and rules of interpretation in this condition apply in these Conditions.**
Buyer: the person, firm or company who purchases the Goods from the Seller.
Goods: any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).
Seller: means Woodward-Williams LLP trading as Floornet.
- 1.2 Words in the singular include the plural, and words in the plural include the singular.
- 1.3 A reference to one gender includes a reference to the other gender.
- 1.4 Condition headings do not affect the interpretation of these conditions.
- 1.5 Subject to any variation agreed by the Seller in writing the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 1.6 No terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 1.7 These conditions apply to all the Seller’s sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this condition shall exclude or limit the Seller’s liability for fraudulent misrepresentation.
- 1.8 Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these conditions.
- 1.9 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
- 1.10 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 1.11 A working day in this Agreement means any day which is not a Saturday, a Sunday, a Bank Holiday or a public holiday in England
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2. RIGHT TO CANCEL

2.1 You can cancel your contract at any time up to 14 working days from the day of delivery. To cancel your contract please write to us. If you have received your goods before you cancel the contract then unless under clause [] you must return the goods back to us at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at your own cost and risk as soon as possible.

2.2 Once you have notified us that you are cancelling your contract any sum debited to us from your credit card or debit card will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when they were delivered to you. If you do not return the goods delivered to you or you do not pay the costs of delivery we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

2.3 You must ensure that any goods to be returned are packaged adequately to protect against damage or preferably be in the original delivery format. If you fail to take reasonable care of the goods before they are returned to us, and this results in damage or deterioration, you will be charged accordingly.

2.4 If you wish to cancel your order after the cancellation period in clause 2.1 you must agree the return with the office in advance. The goods should be returned to us at your own expense. All returns must be accompanied by a valid returns authorisation number which can be obtained from our office. Our office will arrange the collection via our approved carriers with the charges being passed on to the customer returning the goods. 2.5 We are not able to offer returns on carpets, sheet vinyl and any roll goods as these will have been cut to size for your requirements, thus are offered for sale as "bespoke or custom goods". It should therefore be clearly noted that orders for these materials will be taken and confirmed on the basis of a non-returnable purchase. This will not affect your statutory rights or claim in the event of a manufacturing defect.

3. PRICES

The prices payable for the items that you order are clearly set out on the web site. All prices may be expressed inclusive or exclusive of any VAT payable dependent on the settings chosen and based upon delivery within main land UK. The price of the items does not include the delivery charge if the order is under £350 excluding VAT. Delivery charges for small orders are stated as follows:

1 pack @ £9.50 + vat
2 packs @ £25.00 + vat
All other orders £50.00 + vat

4. AVAILABILITY

4.1 If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible. Payment will be taken for out of stock items to secure stock, only if you are happy to proceed with the order and agree to wait for the items.

4.2 If you are not happy to proceed with the order then we reserve the right to cancel the contract. If the contract is cancelled we will notify you and re-credit your account any sum deducted by us as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

5. CONTRACT

There will be no contract of any kind between you and us until payment for your goods is authorised by your bank or credit card issuer. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that payment for the goods is authorised, (and not before), a contract will be made

between you and us. Authority for payment must be given at the time of the order. Payment for your order will be acknowledged by email.

6. DELIVERY

6.1 Delivery will be made to the address specified by you. All deliveries will be made to you by our courier. We do our best to secure delivery within 14 working days of the date of your order. One of our staff will be in touch with you, using your contact number supplied and sending you an email. Please allow us time to arrange our delivery schedule prior to calling you. WE will call at least 3 days prior to our intended delivery date to confirm the date and estimate AM or PM. Time is not of the essence for the purposes of this condition. Surcharges may apply for special deliveries where there are access restrictions.

6.2 We can only offer a kerb side delivery as our drivers are not insured to enter premises.

6.3 If you are not at home for a pre-arranged delivery then we reserve the right to charge you additional delivery charges as stated to redeliver your order.

6.4 You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

6.5 If you wish to change the delivery date once it is agreed then please give us no less than 2 working days notice prior to delivery. If less than 2 working days is given, an additional delivery charge may be charged.

6.6

It is your responsibility to check your flooring before signing for the goods. We cannot accept liability for goods damaged after delivery if signed for in perfect condition. If you intend using subcontractors for installation we recommend you do not commit to them until the delivery has been made, this will avoid any danger of you being financially liable for downtime due to unavoidable delays.

6.7

Where any valid claim in respect of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

7. WARRANTY

7.1 Woodward-Williams LLP trading as Floornet and its manufacturing partners products are guaranteed for the specified period (different for each range) against faulty materials or workmanship subject to **Specification of Goods**.

Failure to carry out the recommended instructions for installation and maintenance can impair their performance and may invalidate any guarantees.

7.2 Deliveries to commercial properties could void your warranty unless the product is a commercial grade flooring.

7.3 The Seller's liability under this warranty shall not extend to costs or charges or removal, re-decoration, handling, cartage, storage or other additional charges or expenses. This does not affect your statutory rights.

8. SPECIFICATION OF GOODS

The warranty in clause 7 does not apply to flooring which swells due to intake of excessive moisture or any other neglect including improper handling, and any post installation panel adjustment due to settling, installation damage, impact from foreign goods, or misuse on the part of the Buyer after sale. Any damage must be notified at the time of installation in writing. [this is different to above clause []] All Goods must be stored in a dry place. The Seller cannot accept any responsibility if Goods are not so stored.

9. PAYMENT

9.1 You can pay with any Maestro, Delta, Solo, MasterCard or Visa card. Your payment card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order. It may be necessary to re-confirm your security number for data protection reasons. Payment will be taken for out of stock items to secure stock, only if you are happy to proceed with the order and agree to wait for the wardrobe system. We accept internet orders only from Web browsers that permit communication through Secure Socket Layer (SSL) technology, for example, 3.0 version or higher of Internet Explorer and versions 3.02 or higher of Netscape Navigator. This means you cannot inadvertently place an order through an unsecured connection.

9.2 Payment of the price for the Goods is due in pounds sterling.

9.3 Time for payment of the price shall be of the essence.

9.4 No payment shall be deemed to have been received until the Seller has received cleared funds.

10. INTELLECTUAL PROPERTY

All Intellectual Property Rights and all other rights in the Goods shall be owned by the Seller. In this condition reference to Intellectual Property Rights shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, Service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for any renewals or extensions of such rights, and all similar or equivalent rights or forms of protections in any part of the world.

11. EXCLUSION OF LIABILITY

- 11.1 The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 11.1.1 any breach of these conditions;
 - 11.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - 11.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 Nothing in these conditions excludes or limits the liability of the Seller:
 - 11.3.1 for death or personal injury caused by the Sellers negligence; or
 - 11.3.2 under section 2 (3), Consumer Protection Act 1987; or
 - 11.3.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 11.3.4 for fraud or fraudulent misrepresentation
- 11.4 Subject to conditions 12.2 and condition 12.3;
 - 11.4.1 The Sellers total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - 11.4.2 The Seller shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. GENERAL

- 12.1 These Product Terms shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the English courts.
- 12.2 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.
- 12.3 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.
- 12.4 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, violability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 12.5 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.6 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 12.7 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.8 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post and by email:
- 12.8.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller and marked for the attention of the managing director, or
- 12.8.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
- 12.9 Communications shall be deemed to have been received:
- 12.9.1 If sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 12.9.2 If delivered by hand, on the day of delivery.

13 CUSTOMER SERVICES

Woodward-Williams LLP, Cavendish House, Highstreet Green, Sible Hedingham, Essex CO9 3LH
Telephone : 01787 461420 Mobile : 07785 355362