

Terms and Conditions

Here, we present our terms and conditions effective 1 January 2024.

INTERPRETATION

1.1 In these conditions:

- "Company" refers to Olivers Contracts Ltd., situated at Unit 17 Silverwing Industrial Estate, Horatius Way, Croydon, CR0 4RU.
- "Estimate" denotes the estimate provided to the Customer outlining the Goods and associated prices.
- "Customer" represents the individual named in the Estimate. - "Goods" encompasses the items specified in the Estimate.
- "Contract" signifies the agreement for the sale of Goods by the Company to the Customer, as per these terms and the Estimate.

1.2 The headings are for convenience only and do not affect interpretation.

BASIS OF THE SALE

2.1 When only Goods are supplied, the terms of the Sale of Goods Act 1979 apply, unless expressly altered by the Sales Invoice or these terms.

2.2 When Goods are supplied and fitted, the Supply of Goods and Services Act 1982 applies, unless expressly altered by the Sales Invoice or these terms.

2.3 Changes to the Contract must be agreed upon in writing by Olivers Contracts Ltd.

PAYMENT

3.1 Time is crucial for payment, and interest accrues at 4% over the base lending rate of HSBC Bank Plc from 60 days after the invoice.

3.2 In case of late payment and legal action, a £500 plus VAT charge is applicable to cover anticipated legal expenses.

ORDER AND SPECIFICATION

4.1 Olivers Contracts Ltd. may make changes to Goods specifications without notification if it doesn't materially affect appearance, quality, or performance.

CANCELLATION

5.1 Post-delivery and fitting, the Customer cannot cancel the contract.

5.2 Olivers Contracts Ltd. retains the right to cancel the Contract before notifying the Customer of Goods readiness, refunding any deposit or advance payment.

DELIVERY

6.1 Olivers Contracts Ltd. will inform the Customer once the Goods are ready for delivery.

6.2 Delivery dates are approximate, and while every effort is made to meet them, Olivers Contracts Ltd. accepts no liability for delays.

6.3 For deliveries in instalments, the same principles apply. Failure to deliver an instalment does not constitute a fundamental breach.

6.4 If Goods cannot be delivered due to the Customer's failure to provide access or accept delivery, the Customer shall pay redelivery costs.

6.5 Failure to accept delivery within 3 weeks of notification may result in the Company treating it as a cancellation by the Customer.

INSTALLATION

7.1 For supply and fitting Contracts, the Customer specifies whether rooms will be cleared and prepared for installation. If Olivers Contracts Ltd. is to clear rooms, associated fees will be included in the Estimate.

7.2 The Company's liability is limited for any damage occurring during furniture movement, and the Customer is required to move small, valuable, breakable, and electrical items.

7.3 If furniture removal is not pre-quoted but becomes necessary, Olivers Contracts Ltd. reserves the right to charge a fair fee for room clearance.

7.4 Door trimming following installation incurs a fair charge to the Customer.

7.5 Subfloor conditions are assumed to be flat, firm, and clean. Any treatment or repair necessary before fitting is charged to the Customer.

7.6 All areas must be clear of other trades or their equipment for the fitting to proceed seamlessly.

7.7 Decisions on carpet seam and pile directions are at the discretion of Olivers Contracts Ltd. if Client does not specify before installation.

7.8 Rescheduling an installation requires one week's notice; otherwise, 50% of fees are payable for cancellations within 72 hours, with full fees for the rescheduled appointment.

RISK AND PROPERTY

8.1 Risk transfers to the Customer on Goods delivery.

8.2 Goods property passes to the Customer upon Olivers Contracts Ltd. receiving cleared funds payment in full.

8.3 Until Goods property passes, the Customer holds the Goods as Olivers Contracts Ltd.'s bailee, and the Company may demand Goods return at any time.

LIABILITY

9.1 Olivers Contracts Ltd. bears no liability for incorrect measurements or specifications provided by the Customer.

9.2 Any defect or failure in the Goods must be notified to the Company in writing within 7 days of delivery.

9.3 The Company's liability for defects, failure, or loss is limited to replacing, repairing, or refunding the Goods at its option.

9.4 Olivers Contracts Ltd. is not liable for delays or defects beyond its control.

9.5 Pile reversal and shading in carpets or rugs are not considered defects, and Olivers Contracts Ltd. assumes no liability.

9.6 Natural variations in wood colour and appearance are expected; changes over time are not the Company's liability unless directly attributed to a Goods or installation default.

9.7 Slight colour variations in carpets and vinyl are possible compared to samples.

GENERAL

10.1 Notices must be in writing. Olivers Contracts Ltd.'s notices are addressed to their Croydon address, or the email provided.

10.2 Olivers Contracts Ltd. may engage subcontractors at its discretion.

10.3 If any Contract provision is deemed invalid, the remainder remains binding.

10.4 The Contract constitutes the entire agreement, and no other terms are incorporated unless agreed in writing by both parties.