

1. This contract is made between LAKI London Limited T/A Fairfax Flooring registered at 2nd Floor, 15-19 Cavendish Place, London, W1G 0DD ("the Company") and the person or persons named on the order or Quotation ("the Customer"). References to "Goods" means the goods described on the order or Quotation, "Services" means the fitting and/or laying of the Goods described on the order or Quotation, if you have selected the fitting, and "Price" means the price of the Goods and Services as stated on the order or Quotation.
2. The Company agrees to supply the Goods and the Services (if selected) as specified in the Purchase Order (invoice) set out on the order or quotation to the Customer at the Price stated in the quotation. We are unable to accept returns of over ordered or excess materials which are surplus to Customer's requirements beyond estimate measures, however, we will use our discretion on each individual situation as to whether we accept it back.
3. The Customer is required to pay to the Company the deposit specified on all our Invoices provided on the making of this Contract. Clear indication on deposit amount required to proceed with ordering, will be stated on each and every Invoice. If the deposit is not specified, by default the deposit will be 50%. The balance to be paid before delivery of goods and service to site, or as indicated on our Invoice.
4. The Customer will indicate to us – either to our showroom staff or our onsite floor fitting team – the location of pipes and cables which are concealed below the floor or in any architraves or skirting region, before the services commence. If the Customer does not know or provides incorrect information about the location of the pipes and cables, then in the absence of negligence on the part of the Company, the Company will not be liable to compensate the Customer for any loss arising from damage to the pipes and cables during the course of providing the Services.
5. Until payment of the Price has been made in full the legal title in the Goods shall remain with the Company. This means the Customer holds the Goods as custodian on behalf of the Company and must not sell, use or in any way dispose of or deal with the Goods and must ensure the Goods are not damaged but are kept safe, insured, and in a good condition. The Customer shall be responsible to pay the Company for any damage or loss arising there from. The Customer may pay by bank transfer, cash, cheque or credit card. Where credit card details have been given to the Company by the Customer the Customer authorises the Company to charge the balance of the Price to the credit/debit card account when the payment becomes due. If the Customer makes complaint about the condition of the Goods or services provided within a week following delivery the Company will refund a proportionate amount in respect of the complaint, the amount to be determined by the Company, subject to terms and conditions of the supplier. This refund to be repaid on demand if it is agreed between the parties hereto that the complaint has no basis or if the complaint is not upheld by a court.
6. The Company will endeavour to supply the Goods and Services by the time agreed with the Customer, but the Company shall not be liable for any loss or damage suffered by the Customer through any reasonable or unavoidable delay in delivery of the Goods to the Customer caused by reasons beyond the Company's control. Company shall have no liability to you for any delay in performance and/or any other matters to the extent that such events and/or matters are due to any events outside the reasonable control of us, including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If the Company is unable to supply the Goods & Services within 12 weeks from the original agreed delivery date for any reasons stated above being beyond its control,

the Customer shall be entitled to rescind the Contract. Failed deliveries must be reported to us within five (5) days of the delivery date.

7. If the Customer breaches the Contract by cancelling the order then the Company will be entitled to claim from the Customer all its reasonable expenditure on materials and labour (including loss of profit). It will deduct this sum from the deposit unless the deposit is insufficient in which case it will claim the balance of these items from the Customer. If part of the deposit remains after these deductions the balance of the deposit will be returned to the Customer. If the Company fails to perform its part of the Contract then the Customer will be entitled to refund of the deposit and payment by the Company of any reasonably incurred expenses arising from the failure by the Company. However, if the failure is caused by reasons beyond the Company's reasonable control then only the deposit will be refunded. If this failure to perform the Contract is in respect of one or more minor items and through circumstances beyond the Company's control, then the Customer will be required to pay the Price less a refund in respect of the uncompleted items. If our installation or refurbishment service has been selected, you have the right to cancel or amend the requested start date up to 72 hours prior to commencement. However, we will impose the reasonable charges for cancellation or postponement agreed in writing.

8. The Company may, when installing the Goods, find it necessary to carry out additional works such as easing and trimming doors, levelling floors and drilling and plugging floors. The Company may not always be able to ascertain in advance precisely what additional works may be required and hence the cost to the Customer until its installers are on site. There may be additional works, beyond our estimate measures, on which we will advise the Customer promptly and they agree to pay any additional charges, only then the additional works will be carried out. If the Customer requires the installation of the Goods to proceed without the additional works being carried out against the recommendation of the Company, then the Company shall install the Goods to the best of its ability but shall not (except in the case of negligence on the part of the Company) be liable to the Customer for any deterioration of the Goods arising wholly or substantially from the Customer's failure to authorise works. If in the above circumstances, the Company is unable to contact the Customer, then the Customer hereby authorises the Company to proceed with such additional works. The Company will not undertake any work of a structural nature to any building in which it is installing Goods nor will it install Goods in any circumstances which it believes may result in danger to users of the goods.

9. Unless previously agreed no warranties can be given that carpet from different pieces will be an exact colour match, unless it is the same dye batch. Light and delicate shade carpets are liable to become soiled in use and so appear to have changed colour. All pile carpets, especially plains are liable to shade, and that is to show light and dark patches from unequal pressure on the surface. The Company is unable to accept responsibility for any dissatisfaction arising from this effect. Timber flooring, being a natural product, may vary in grain, colour and markings from the manufacturer's sample.

All of our products shown in the showroom and on the internet are indicative samples only and whilst we endeavour to supply timber matching the samples seen, wood is a natural product and is subject to colour variation, sapwood and knotting, and as such we cannot be held responsible if the timber received is not identical to the samples ordered from, nor can we make such guarantees

10. Fitted carpets may require re-stretching following installation. This should be done, if ripples appear, not less than four weeks after installation and not more than four months after. No charge will be made for this re-stretching service call, provided it can be made within normal working hours.

11. Where the Company agrees any other payment terms, the terms must be stated in writing on company headed stationery. The Company shall be entitled to charge the Customer interest on any payment outstanding in arrears fourteen days after it is due at the rate of 3% above base rate of Lloyds Bank plc from time to time.