

Please note it is our intention to satisfy you as we rely on our reputation. Your recommendation is all important to us. To help us, please check all the details are as you require before signing this contract. Alterations cannot be made once the carpets have been surveyed.

TERMS AND CONDITIONS

1. Diamond Cut Carpets Limited hereinafter called the Company agrees to sell to the customer the product or products including all items incidental or ancillary thereto and described overleaf (hereinafter called the products) and to install the product at the property specified overleaf and the customer agrees to purchase and have installed upon the terms of this Agreement.
2. The customer agrees to pay The Company the total price shown overleaf of which the deposit shown overleaf shall be paid to The Company on signing of this Agreement and the balance shall be paid by the customer to the Company on completion of the installation of the products. Our installers are bonded to accept settlements.
3. All dates and periods of time given or specified by the Company in this Agreement or otherwise are business estimates only and although the Company will use its best endeavors to adhere to any dates of periods of time given the Company shall not be liable in any way whatsoever for any direct, indirect or consequential loss which may result from delay in the installation of the products.
- 4 a.) Either the representative, surveyor or other servant or agent of the Company has any authority to make or give a representation or warranty on behalf of the company and
- 4 b.) It is hereby expressly agreed that there are no Agreements oral or otherwise between the Company and the customer other than contained in writing in this Agreement.
5. Illustration, photographs, descriptions, information and statements contained in the Company's brochures and literature are intended only as a general guide and do not form part of any contract nor do the same constitute any representation by or on behalf of the Company.
6. The person signing this Agreement shall be deemed to be the customer unless he or she has expressed on the face of the Agreement to be signing on behalf of or as an agent for some other party in which case that other party shall be deemed to be the Customer.
7. The Company shall in no manner be held responsible for any delay whether by staff shortage or otherwise to promptly enforce its rights hereunder.
8. The Company hereby agrees that the Company's authorized servants or agents shall have access to the property at which the product is to be installed and referred to in The First Schedule hereto at all reasonable times so that the Company might carry out both a detailed survey and installation of the product in accordance with the agreement.
9. The customer has 5 days in which to cancel. If the Company has not received a formal letter of cancellation by the firm day, no cancellation of this Agreement shall be accepted and the full price shall become due.
10. Unless otherwise agreed in writing between the Company and the customer installation will commence as soon as the goods are ready.
11. Whilst exercising all reasonable care neither the Company nor its agents shall be responsible for damage or disturbance to decoration at the customer's premises.
12. Passing of property in any agreement between the customer and the Company all goods shall remain the property of the Company until all accounts plus interest have been satisfied in full.
13. The company will not in any way be liable for lack of property maintenance (eg. damp, poor screeding) at the premises of the customer which precipitates any complaint.
14. The Company will not be responsible for the rehangng of any doors in event of their removal to facilitate the fitting of the goods.
15. The customer agrees and acknowledges that he has carefully read this agreement of which he has received a copy and which is a legally binding Agreement between the customer and the Company.
16. If the customer has obtained a Personal Loan of all or part of the monies due to the Company under the terms of this Agreement then upon the product being installed the customer shall have stipulated as a condition of payment of the loan to the customer and such document or documents shall immediately after installation be delivered by the customer to the finance company and the customer shall procure payment by the finance company to the Company of the monies due to the Company under the this Agreement within seven days after the completion of the installation.
- 17 a) The Company hereby agrees that where prior to signing of this Agreement the customer has informed the Company that he has applied to a finance company for a Personal Loan (but only in such cases) then provided the customer has used his best endeavors to obtain such loans and provided the customer satisfies the Company that such loan has been refused by the finance company then the customer shall be entitled to cancel this Agreement and the Company will then return to the customer the deposit paid by the customer (without interest) upon which the Agreements shall become null and void.
- 17 b) The Company shall be entitled in its absolute discretion if it considers the survey carried out for the purpose of the installation of the products to be unsatisfactory to cancel this Agreement and return to the customer the deposit (without interest) paid by the customer upon which this Agreement shall become null and void.
18. If the customer has requested to arrange for a finance house as the Company may nominate to provide finance to the customer in respect of the monies due to the Company under the terms of this Agreement then this Agreement shall be conditional upon the acceptance of the customer's application to the finance company and shall not be binding on the Company until such acceptance has been confirmed but will be wholly binding upon the finance company issuing an acceptance of the customer's application for finance. The customer's notice is drawn to the rights of cancellation which he may have in respect to this Agreement in accordance with the terms of the finance agreement entered into between the customer and the finance company and the customer hereby agrees that he has been advised by the Company to read all terms and conditions of the finance agreement including any statutory rights of cancellation contained therein.