

## TERMS AND CONDITIONS

- 1 All prices are inclusive of VAT unless otherwise stated
  - 2 Prices exclude M.C.D unless otherwise stated.
  - 3 Contract Prices are fixed for 3 months, Domestic is 30 Days.
  - 4 Contract Payment terms are 28 days net from date of invoice unless otherwise stated.
  - 5 Domestic Payment Terms are 14 days gross from date of invoice unless otherwise stated.
  - 6 When working with a new client, it will be at the discretion of MRD Design Floors (Scotland) Limited as to whether a deposit is required before commencement of works.
  - 7 Subsequent works and/or contracts may also be subject to the payment of a deposit.
  - 8 All printed price lists and all quotations can be subject to alterations. Prices quoted in respect of an order are based on wage rates, laying costs, delivery charges and material costs current at the date of the order and are therefore subject to fluctuations in the cost of labour, carriage and materials and to all other conditions beyond the seller's control. The final price payable can therefore be subject to the costs of such matters ruling at the date of dispatch from the seller's works.
  - 9 All goods remain the property of MRD Design Floors (Scotland) Limited until paid for in full.
  - 10 Supply only agreements if returned, are subject to a 60% restocking charge, if product is unopened & not a manufacturer fault.
  - 11 If you fail to pay us on agreed date we may;
    - 1 Charge you interest at the rate set under S.6 of the Late Payment of Commercial Debts (interest) Act 1999, The Late Payment of Commercial Debts (Scotland) Regulations 2013
      - 1 Calculated (on a daily basis) from the date of our invoice until payment.
      - 2 30+ Days charged at 5%
      - 3 60+ Days charged at 10%
      - 4 Compounded on the first day of each month.
      - 5 Before and after judgement (unless a court orders otherwise).
    - 2 Claim fixed sum compensation from you under S.5A of that Act to cover our credit control overhead cost.
    - 3 Recover (under clause 5.8) the cost of taking legal action to make you pay.
  - 12 We recommend that sub floor consisting of sand/ cement screed etc should always be prepared with a minimum 3mm self-levelling compound.
  - 13 Please note: latex / water mix screed are smoothing compounds that follows the contours of the sub floor; it is not designed to level an un-even or un-level floor unless otherwise discussed at an agreed cost.
  - 14 Costs given are for continuous working during normal hours (Mon-Fri, 9am-5pm).
  - 15 MRD Design Floors (Scotland) Limited reserve the right to charge mileage at the rate of 75ppm
  - 16 Costs subject to verification of site re-measure where applicable.
  - 17 Trimming of doors are excluded unless otherwise arranged.
  - 18 Day works to be charged at £25.00 per hour per installer as required.
  - 19 Additional materials/plant to be charged at trade + 20%
  - 20 During the winter months, it is essential that the heating system is operational before any installation. Failure to ensure this may cause irreparable damage to the floor covering of which MRD Design Floors (Scotland) Limited cannot & will not accept any responsibility.
  - 21 Whilst delivery dates are given in good faith by the seller they are not guaranteed and the seller hereby excludes liability for loss or damage of whatsoever nature caused in delay in completing or delivering or failure to complete or deliver any order or goods and the customer shall not be entitled to treat the contract as repudiated or otherwise at an end by reason only for such delay and the full price shall be payable without deduction.
    - 22 Any shortages, damages, or complaints concerning the goods wherever delivered or collected, should be notified in writing to the seller within five days from the date of delivery or collection, failing which all claims shall be deemed to be waived and absolutely barred.
    - 23 The ownership of the goods shall not pass to the customer until the customer has paid MRD Design Floors (Scotland) Limited in full. the whole price thereof and the price of any other outstanding sale notwithstanding that the ownership of the goods has not passed to the customer.
    - 24 The customer agrees that, prior to payment of the whole of the goods, MRD Design Floors (Scotland) Limited may at any time enter upon the customer's premises and remove the goods there from and that the customer shall keep the goods separate and identifiable for this purpose. Notwithstanding that ownership of the goods shall not pass to the customer save as provided above, the goods shall be at the risk of the customer from the collection by or delivery to him of the goods.
  - 25 Our quotation includes for work as detailed only. Any changes or additions to the description hereto will be charged accordingly.
  - 26 Our quotation is based on cleared areas only unless stated. Although we will be pleased to help with or around heavy objects, this must be a prior arrangement; otherwise, a further labour charge may be made. MRD Design Floors (Scotland) Limited accepts no responsibility for damage to property not moved or whilst being moved.
  - 27 The Client is responsible for re-routing of all cables, wires etc. that may run across the sub floor before installation of new floor covering. If this prevents an installation proceeding on a booked installation date, this could incur a cancellation charge or waiting time charge. MRD Design Floors (Scotland) Limited accepts no responsibility for damage to wires or cables during installation.
  - 28 Linoleum Floors. All linoleum installations may incur a phenomenon known as stove yellowing. This may cause the flooring to appear slightly more yellow or darker when first installed. Exposure to light after installation will cause the flooring to achieve the correct colour. This process may take up to 3 months and is entirely normal. However it is more noticeable with the lighter colour ranges.
  - 29 Please note; if we are working through a main contractor for a third party, this term overrides all other considerations and maintains the goods as the property of MRD Design Floors (Scotland) Limited, Contracts are to incorporate this condition within its terms and conditions with their Client.
  - 30 MRD Design Floors (Scotland) Limited reserves the right to levy a surcharge of £225.00 per man per day if the Client changes an installation date within seven days of the agreed date.
  - 31 Order is subject to written confirmation and/or order number.
  - 32 Receipt of order or signature on the contract will be an agreement of Terms and Conditions of MRD Design Floors (Scotland) Limited
    - 1 \*Contract is also our word for Estimate/Quotation\*
  - 33 On site work the main contractor will be responsible for providing lights, electricity and clear access.
  - 34 On site the main contractor if required will make provisions for safe and secured storage of the flooring products and at all times will be responsible for the health and safety of our operatives on their site.
    - 35 All contracts subject to these conditions between the customer and MRD Design Floors (Scotland) Limited , shall be subject to and interpreted in accordance with Scottish Law and the customer hereby agrees to submit to the non-exclusive jurisdiction of the Scottish Courts in respects of any claims, disputes or differences arising out of or in connection with any such contract.
  - 36 On completion of floor installation, the Client or site representative will sign off the work.
    - 1 Once sign off has occurred you are agreeing to the satisfaction of work completed.
    - 2 If there are any disputes with the work carried out the work must not be signed off.
    - 3 Sign off is at client's discretion. Any damages or marks found in the floor that have been caused by the Fitter will only be rectified if pointed out to the fitter before the client has signed off work, any damages noticed after this time i.e. the following day, will be assumed to be the fault of the client and will not be rectified.
- MRD Design Floors (Scotland) Limited reserves the rights to change these Terms and Conditions from time to time.