

Terms and Conditions

Introduction

Emrow Flooring aim to give you the best possible value and service at all times. The following Terms and Conditions will explain how we will deal with your order and you should read them carefully. They can be viewed at any time by clicking the Terms and Conditions link at the foot of our web page.

By contacting us through this website you are entering into a legally binding contract with us. This means that both you and us have rights and obligations. If you are unsure of your rights and obligations now or at any time during the contract please seek independent advice. If you are under the age of 18, you may use the website only with the involvement of a parent or guardian.

The information on this website is given in good faith and Emrow Flooring cannot accept responsibility for any loss or damage arising from the information or its use or misuse.

Your consumer rights are different when you buy online and these Terms and Conditions may not apply to, or may be different for, purchases made direct.

Your Order

By placing an Order with us, you are accepting these Terms, as well as our [Privacy Notice](#) and the [Terms of Website Use](#) of this website.

When you place your online order you are inviting us to enter into a contract with you to supply the products you have selected at the price indicated in your quote. When we receive your order we will send you an acknowledgment by email within 48 hours to the email address you have supplied to us to confirm receipt, following which your order will be processed. This acknowledgment is neither an order confirmation nor an order acceptance by us. Acceptance of your order, and the completion of the Contract, will take place when we despatch the products to you (or the first item if we are delivering in instalments).

If you have a valid discount voucher to redeem, please enter the relevant code in the relevant box when you proceed to checkout and the discount will be deducted from the total.

We may list availability information for products sold by us on the website, including throughout the Order process, but cannot guarantee the availability of products listed on the website.

Acknowledgement of your Order is not a guarantee by us of the availability of the products.

If you receive an acknowledgment email or confirmation email for an order which you did not place, or if the details in the acknowledgment email or confirmation email do not match the order which you placed, you must contact our Customer Services Team on 02380614643 or via email to emrowflooring@gmail.com

We do our utmost to ensure that all our web prices and descriptions are accurate and up to date, but on rare occasions it is possible that errors may occur. Our team will check the details of your order and if we find that there is a pricing or other error we will notify you as soon as possible and give you the choice to proceed with your order at the correct price/specification or to cancel your order and obtain a full refund. If we do not receive a response to this notification within 7 days we will cancel the order and issue a refund of your payment.

If you have provided your own measurements, you are responsible for these being accurate and Emrow Flooring accepts no liability if the floorcovering does not fit. Therefore, please make sure that these are correct at the time of ordering to avoid any issues upon delivery or when the floorcovering is fitted.

Liability

While we try and get things right first time, occasionally things don't go according to plan. Subject always to your statutory rights, if your floorcovering is not of satisfactory quality or is not fit for a purpose which was made known to us, we will replace any defective floorcovering and arrange for the defective floorcovering to be uplifted and disposed of.

If there is a problem with the fitting we will ask the fitter concerned to revisit your property in order for your fitter to carry out any necessary remedial works. This does not affect your statutory rights.

Our products are only suitable for normal domestic use and are not necessarily suitable for commercial use, particularly where there are different fire safety standards in respect of some commercial uses with which the products may not comply.

If you are acting other than as a consumer, all terms, conditions and warranties implied by law (other than the warranty as to title) are excluded. You must make your own decision as to whether the products you select are fit for their purpose, even if the purpose is made known to us. In these circumstances our liability is limited to the cost of replacing any defective product. No liability is accepted for any loss of rental income, inconvenience, distress, inability to hire the room, loss of turnover, loss of profit or any indirect and/or consequential losses whatsoever.

This provision does not affect any liability we have for fraud or fraudulent misstatement or for personal injury arising out of our negligence.

Products

Care Guides and product information

You confirm that you have read and understood the care guides and product information relating to the product you are purchasing. A link to the care guide is available from the relevant product page of the product which you are purchasing.

Product Guarantees

We are responsible for ensuring that the products we supply are of satisfactory quality, conform to the sample and are fit for the purpose for which they are sold. Certain products have additional

guarantees provided by us or the manufacturer. Where they are provided by the manufacturer, we accept no responsibility for these additional warranties or guarantees.

At Emrow Flooring we want our customers to have confidence that they are getting the very best value on all our flooring. That's why we constantly check our prices against our competitors to make sure ours are competitively low.

Payment

Online payments may be made by debit or credit card. Payment using a debit or credit card is taken when we have completed your project and is processed using your banks secure payment processing system. We do not see, or have access to, any of your payment card information.

Delivery and Installation

Delivery and/or installation dates are estimates only and given in good faith, but are not guaranteed times or dates and should not be relied upon as such. Time is not of the essence of the contract. If the expected delivery time is likely to, or does, exceed 30 days you will be entitled to cancel your order if you wish and receive a full refund, unless we have advised you of a longer timescale and you have agreed to it.

Please check that the products you receive are the ones you ordered, the correct colour and size, and that they are examined for apparent faults or damage at the time of delivery and before installation/assembly. If on inspection you have any doubts please contact us immediately.

When we do not deliver products ourselves, but use third party delivery services. Your details will be shared with them to allow delivery to take place. We will share your information (name, address and contact details, together with the product being delivered) with the delivery provider.

Storage of Products

We will only keep products for a maximum of three months after the date of your order. This includes any part-fitted products. You must accept delivery of your products within this time. If not, you authorise us to dispose of your products with no liability on us. In the event that we agree to store your products for longer than three months, we will advise you of the charges for storage, and you agree to pay such charges in advance. Further, you accept that during the period in excess of three months, your products may be damaged and you accept full responsibility for such damage.

Fitting Flooring

If you wish us to arrange for your flooring to be fitted by us you authorise us to enter into an oral contract for fitting of your product(s) (and uplift of your current products if you have chosen this option) with the fitter in your name and on your behalf. You must pay the fitter for the fitting services on completion of the fitting, unless the fitting is taking place on different occasions, in which case you must pay the fitter for the work completed on each occasion (for example, if a lounge, hall, and dining room carpet are fitted in months 1, 2 and 3, as part of a home

refurbishment, you must pay the fitter the relevant proportion of the fitting charge upon completion of fitting each room). Alternatively you may make any other arrangements for fitting the product yourself.

If free fitting is included, the provisions (above) still apply, but we will pay the fitter on your behalf unless the terms of any free fitting are different, in which case those terms will apply instead.

We retain full responsibility for the products and services we supply and the fitter is responsible for the standard and quality of, and any liability arising from, delivery and/or installation. Payment for the fitting is made directly to the fitter on the day your order is fitted.

The charges quoted are for the products shown on the order only unless stated otherwise. If you require additional fitting services these can be agreed with the fitter in advance and quoted for separately.

Door trimming & Skirting boards

Doors may need to be trimmed to allow clearance depending upon the depth of your chosen floorcovering. Skirting boards may need to be removed and replaced when fitting laminate and wood flooring this is not part of the fitting work unless this has been specifically agreed. Fitters may remove doors to facilitate fitting and have them ready for you or your appointed carpenter to carry out the trimming and re-hanging. If you have fire doors, external doors or non-wood doors that require trimming, this will need to be carried out by a specialist carpenter. We are also unable to remove, or arrange the removal of, any fire doors or external doors so arrangements must be made prior to the fitting date to avoid any delays.,

Uplift and disposal

If you have opted for the 'uplift and disposal' service, the fitter, under the contract between you and the fitter, will remove your old flooring and all off cuts and packaging from your new flooring. Even if you have paid for the service, the fitter will only carry out this work if the floorcovering is not soiled and there is no health and safety risk to the fitter in respect of the product being uplifted. Your fitter will return the flooring removed to Emrow Flooring for disposal. If you have decided not to opt for this service, it is your responsibility to uplift your existing flooring prior to your fitters' arrival. Your fitter will then bag up any off cuts from your new flooring and leave them for you to dispose of. If you would like to keep any off cuts, please advise your fitter upon arrival at your home. Your fitters will move up to five pieces of empty furniture from your room. This does not include white or electrical goods, pianos, antiques, or items over 4ft in height. Please ensure that these items contents are cleared prior to the fitting date to avoid any delays or inconvenience with your fitting.

We expect our installer to cover the cost of travel up to a 30 mile round trip from our base to the installation address. There may be additional charges for longer distances, difficult parking restrictions or unusual requests e.g. ferry crossings. These charges will be payable to the fitter.

Appointment times and dates

Fitting appointments are estimates only and are made in good faith, but the exact arrival and duration times cannot be guaranteed due to the nature and unpredictability of the work involved. Time is not of the essence. We cannot accept liability for delayed arrival of the fitter.

Damage and scuff marks

Fitters undertake to carry out their work with reasonable skill and care, but even with the greatest care home décor may be marked or scuffed during the fitting process. New paintwork and wallpaper is especially vulnerable and should be allowed to fully dry. A minimum of two weeks is recommended. Neither Emrow Flooring nor any fitter undertake to carry out any redecoration, except where damage has been caused by that person's negligence.

Subfloor

Our home flooring surveyor and subfloor preparation

We will only carry out and take responsibility for any free survey where the product to be installed is subsequently purchased from us.

If you have asked Emrow Flooring to visit your home and check the suitability of a particular product to be supplied by us for your flooring, the survey is limited to checking what is physically visible without lifting existing floor coverings. If you would like the entire subfloor checked, it is your responsibility to lift the existing floorcoverings prior to inspection. Following inspection, we will advise of any works that may be necessary prior to the installation of your product as revealed by the survey of the subfloor. You can then decide whether you wish for a fitter recommended by us to carry out any subfloor preparation under a separate agreement between you and the fitter, or whether you wish to arrange to carry out any appropriate works yourself.

If you elect to carry out any subfloor preparation works, it is your responsibility to ensure that the works are completed to an appropriate standard in accordance with the manufacturer's instructions for the product(s) used and all relevant British Standards. You will need to provide us with evidence that this has been completed prior to the fitter attending to fit the floorcovering.

If we are negligent in carrying out the survey resulting in damage to the floorcovering and the product is subsequently purchased from us, we will:

- Uplift the floorcovering
- Carry out any works which would have been identified had we not been negligent; and
- Re-lay the uplifted floorcovering (unless it has been damaged whilst being uplifted, in which case it will be replaced)

Quotations and fitting

All quotations and orders are on the basis that the subfloor is suitable for fitting the flooring you have selected without additional work. It is your responsibility to ensure that this is the case. We can carry out a free home flooring survey (please see above). Our fitter will fit the product on your subfloor as it is when he or she arrives to fit the floorcovering, unless you have asked us to arrange for any works to be carried out to your subfloor. If any damage is caused to the product as a result of your subfloor being inadequate, all costs associated with remedying the subfloor and replacing any product are solely your responsibility unless we carried out a survey, please see above.

Cancellations and Returns

The following is only applicable where a contract has been made either:

1. over the internet; or
2. by telephone; or
3. in your home

In addition to your normal statutory rights, subject to certain exceptions, see below, as a consumer you also have the right to cancel the contract at any time up to fourteen days after the date your order is delivered to you, or if you have ordered more than one item and they are delivered on different dates, fourteen days after the date of the last delivery of your order. Please contact us with your order to cancel.

Internet Orders

If your order has not been delivered and you wish to cancel it you can do so in one of the following ways:

- Online: please contact our Customer Services on 02380 614 643
- In your home: contact us as above or by email (details can be found on our order confirmation email).
- Telephone: If your order was placed over the telephone directly with us or was placed with our estimator in your home, it has not been delivered and you wish to cancel your order please contact us as above.

One of the team will check the status of your order and confirm if the cancellation is possible.

Floorcoverings

The right to cancel does NOT apply to products that are made to your specifications. This includes floor coverings, which have been cut from a roll to your specific order size. If the products are excluded from your right to cancel we will find out whether or not they have already been cut to your specifications and if not we will accept a cancellation of your order and refund your money. If, however, the product has been prepared for you we will only accept cancellation if we may deduct a proportion of the purchase price from the refund we issue to you to cover the losses we will incur in selling your purchase as a reduced price remnant. We will advise you of any such charge and you may then decide whether or not you wish to cancel the order.

General

When your products have been delivered you have a reasonable opportunity to make sure that they are the products you ordered. If not you must not cut into, fit or use them (other than to check whether or not they are the right products). You must retain the packaging so that this can be reused, if possible, for their return. You will be responsible for the condition of the products and for their reasonable care whilst they are in your possession. Please contact us within 14 days of delivery.

You are under a duty to take reasonable care of the products until the end of any cooling off period. In particular you must ensure that the products are not soiled in any way.

How to return the products

If you cancel your order and wish to return the products in accordance with your statutory right to cancel

- For flooring we will arrange collection of the products. You must uplift any floorcovering and make it available for collection. It must not have been cut or damaged in any way. There will be a collection charge equal to the delivery charge for the product. You will still need to pay the original delivery charge for the product in addition to any collection charge, and any fitting charge between you and the fitter.

Any refund of the purchase price in respect of returns will be made after deducting the applicable collection charge.

After this statutory fourteen day 'cooling off' period, you have the protection of your statutory rights. If you are unsure of your rights, please do not hesitate to seek advice from Trading Standards or other advisory body.

After Sales Service

If you require any help or are not satisfied after you have made your purchase, please contact us as above. It is really important that you tell us if you are not satisfied as soon as possible to enable us to put things right for you quickly.

Floorcoverings

Please inspect the completed work with your fitter (please see the Fitting (Floorcoverings) section above for more details on the fitting process) before they leave. Your fitter should be able to address any issues which are identified.

If a problem with the fitting manifests itself after the product has been fitted, please contact us directly if there are issues.

General

If you remain unhappy with our final response to a complaint, you may be entitled to refer your complaint to an Alternative Dispute Resolution provider. We will provide details of an ADR provider in our final response letter.

Data Protection

Emrow Flooring takes data protection very seriously. All data is stored and treated with complete confidentiality and in accordance with the relevant legal obligations. More details regarding use of data can be found in our [Privacy Notice](#)