

Terms & Conditions

1. Definitions.

The Company means Birbek Floors Ltd t/Cheville Parquet

The Customer means the firm, business, Company, corporation partnership, person or persons who have placed an order with the Company to provide Goods The Contract means any Contract for the sale of Goods by the Company to the Customer. The Goods means any Goods forming the basis of the Contract. The Premises means the address of the Customer or premises agreed by the Company where the Goods are to be delivered.

2. Jurisdiction

The terms and conditions and the Contracts to which they apply shall be governed by the laws of England and the parties to the Contract submit to the Jurisdiction of the English courts. If a court should strike out any clause within these terms and conditions, the Contract shall exist with the exception of the said clause.

3. Orders

A Contract exists only upon receipt by the Company of payment of the deposit by the Customer. Payment of the deposit constitutes acceptance by the Customer of these general terms and conditions. No modifications, variations or amendments to the Contract shall apply unless they are agreed in writing by the Company and listed on the order acknowledgement.

4. Goods

Goods are made to order for the Customer, and shall comply with the technical specifications provided by the Company

Each piece of wood is unique in grain, colour, density and shading. The Company cannot guarantee that a small shade sample will correspond exactly with the laid floor.

It is the responsibility of the Customer or their agent to be present at the time of delivery and to check that the correct product, quantity and shade have been delivered.

While every effort is made to ensure that the Goods are free from defects, the installer is the last person in the chain of inspection to examine the floor. If any part of the Goods is found to be defective, this part should not be used and the Company should be contacted. If flooring is installed with visible defects then it shall be deemed to have been accepted by the Customer. The Company shall be under no liability for any costs incurred other than the cost of the replacement parts or components. Any claim

by the Customer for compensation from the Company is limited to the purchase price paid by the customer for The Goods

5. Price

The price will be the agreed amount for Goods and delivery supplied by the Company in writing on the Company's order document. The Company is not bound by an order from the Customer until an official Company order form has been raised and sent to the Customer.

6. Installation

If required by The Customer, The Company may from time to time and in good faith recommend a third party to undertake installation of The Goods for The Customer. A Contract shall exist between the Installer and The Customer and The Company shall be under no liability for any claims by The Customer for any delays, loss, damage or faulty workmanship undertaken by the installer.

7. Delivery

Goods described in the order document that forms the Contract will not be delivered until paid for in full.

It is understood that the Customer shall pay all delivery costs and also any further costs incurred by the failure of the Customer or it's agent to accept the delivery. Delivery dates are given in good faith but The Company is reliant on third parties to execute deliveries, it shall not be liable for any loss damages or compensation arising from any delays in delivery save for any amount of damages that the Company can recover from the carrier.

If delivery by pallet service has been ordered by the Customer, the pallet will be delivered to the kerb or as near to the property as the driver can manoeuvre with a pallet truck. Adequate labour must be provided by the Customer to unload from the pallet into the property.

If courier delivery has been ordered by the Customer, the driver will unload into the ground floor hallway of the building.

It is the responsibility of the Customer or their agent to be present at the time of delivery and to check that the correct product, quantity and shade have been delivered.

In all cases, the driver's delivery note must be signed by the Customer or their agent and if any damage in transit is apparent, this must be clearly noted on the delivery note