

## **TERMS AND CONDITIONS FOR SUPPLY OF GOODS**

### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Customer" means any person or company who purchases Goods from the Supplier;

1.2 "Goods" means the articles specified in the Proposal;

1.3 "Proposal" means a quotation or order form describing the Goods to be provided by the Supplier;

1.4 "Supplier" means Happy Customers Group Limited, T/A Pay As You Go Carpets. 1 Railway Terrace, Sunderland, SR4 0PA. [sales@payasyougo carpets.com](mailto:sales@payasyougo carpets.com). 0800 612 5656

1.5 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

### **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3 THE ORDER**

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 30 days.

3.2 The Customer shall be deemed to have accepted the Proposal by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.

3.3 All Orders for Goods shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

### **4 PRICE AND PAYMENT**

4.1 The price for the Goods is as specified in the Proposal and is inclusive of VAT and any applicable charges outlined in the Proposal.

4.2 Payment of the price shall be in the manner specified in the Proposal.

### **5 DELIVERY**

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods.

5.2 All risk in the Goods shall pass to the Customer upon delivery.

5.3 Any Services specified in the Proposal are supplied separately via third parties and are subject to further terms and conditions (see Terms and Conditions "Services").

### **6 TITLE**

6.1 Title in the Goods shall pass immediately to the Customer upon delivery/fitting.

**7 CUSTOMER'S OBLIGATIONS** To enable the Supplier to perform its obligations the Customer shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 comply with such requirements as may be set out in the Proposal or otherwise agreed between the parties.

## **8 SUPPLIER'S OBLIGATIONS**

8.1 The Supplier warrants that the Goods will at the time of delivery correspond to the description given by the Supplier with the caveat that any images of products on our website and any promotional material such as catalogues are used for illustrative purposes only.

## **9 CANCELLATIONS AND REFUNDS FOR GOODS ONLY**

9.1 Where the Goods are faulty or do not comply with any of the contract, the Customer must notify the Supplier within 7 days of delivery and return the Goods to the supplier within 7 days of notifying the supplier. Once the supplier has confirmed the Goods are faulty or do not comply with any of the contract the Customer shall be entitled to replacement Goods.

9.2 The Customer may cancel an Order by notifying the Supplier in writing (an email is an acceptable form of writing) at the address above within 14 days of placing an Order and any deposit paid will be refunded, subject to clause 9.4

9.3 If the Customer fails to cancel the order within the time specified in Clause 9.2 any deposit paid may not be returnable.

9.4 If the Goods have been dispatched to the customer then it will not be possible to cancel the contract subject to clause 9.1. Any refund made to the customer would be subject to deductions for services supplied in respect of the proposal.

## **10 LIMITATION OF LIABILITY**

10.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Goods.

10.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential economic loss suffered by the Customer however caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Customer in respect of any failure to supply goods by any agreed completion date.

**11 FORCE MAJEURE** Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to Pandemics, acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

**13 SEVERANCE** If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**14 GOVERNING LAW** These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

## **TERMS AND CONDITIONS - SERVICES**

**It is important that you read and understand the following terms and conditions below. For the avoidance of doubt - when using the services of Surveyors and Fitters (Service Providers) you agree that you are engaging directly with the Service Provider and not with Happy Customers Group Limited, T/A Pay As You Go Carpets**

### **1 DEFINITIONS**

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases services from the "Service Provider"
- 1.2 "Services" means the articles specified in the Proposal in relation to surveying or fitting;
- 1.3 "Proposal" means the order form describing the services provided by the Service Provider
- 1.4 "Service Provider" means the surveyor or fitter you have engaged with to provide the services.
- 1.5 "Terms and Conditions" means the terms and conditions of service set out in this document and any special terms and conditions agreed in writing by the Service Provider.

### **2 GENERAL**

- 2.1 These Terms and Conditions shall apply to all proposals by the Service Provider to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Service Provider.
- 2.3 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

### **3 THE SERVICES**

- 3.1 The Surveyors and Fitters are not employed by Happy Customers Group Limited, trading as Pay As You Go Carpets and the customer agrees that they engage directly with the surveyor/fitter "Service Provider" for the provision of the services.
- 3.2 (Surveyor Services) Happy Customers Group, trading as Pay As You Go Carpets role is limited to acting as paymaster in relation to collecting the Service Providers fee and passing on the customers payment for the surveying service to the Service Provider.
- 3.3 The Customer shall be deemed to have engaged directly by accepting the services provided by the Service Provider (surveying/fitting)
- 3.4 All services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

### **4 CANCELLATIONS AND REFUNDS FOR SERVICES ONLY**

- 4.1 Service fees are not subject to cancellation or refund due to their irreversible nature.

### **5. COMPLAINTS/REDRESS**

- 5.1 Should you have any reason to complain about the services provided by a Surveyor or Fitter you should contact the Service Provider directly.
- 5.2 Happy Customers Group Limited, T/A Pay As You Go Carpets will if necessary liaise with the Service Provider on your behalf but bear no responsibility or Liability in the outcome/progression of any complaint.