
Terms & Conditions

THE TERMS AND CONDITIONS BELOW SHALL APPLY TO ANY PURCHASE ORDER GIVEN AND ANY SUBSEQUENT CONTRACT BETWEEN US FOR THE SUPPLY OF THE SERVICES.

1. Formation of a Contract

- 1.1 Acknowledgment and acceptance of a purchase order by you is made by signing purchase order, at which time you will be bound by these terms and conditions. Each order accepted shall constitute an individual legally binding contract between you and us. Such contract is hereinafter referred to in these terms and conditions as "an order". This order will be accepted entirely at our discretion.
- 1.2 These conditions shall override any contrary, different or additional terms and conditions contained or referred to in any proposal, estimates, prior order forms or other documents from us. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.
- 1.3 Nothing in these terms and conditions shall prejudice any condition or warranty expressed or implied, or any legal remedy to which we may be entitled in relation to the goods / and or the work the subject of this order.

2. Our Responsibility

- 2.1 We will ensure that all materials supplied comply with safe building practices and are free from defects and that any work carried out is carried out with reasonable care and skill and to a reasonable standard.
- 2.2 Before starting any work we will carry out an inspection to make sure that all work quoted is appropriate and practicable.
- 2.3 If after our inspection any further work is necessary either because of alterations in design, specification or otherwise and this causes an increase in costs we will send you details of the extra costs and will only proceed with the works once your written acceptance has been received.
- 2.4 We will make good any damage caused whilst carrying out the work.

3. Your Responsibility

- 3.1 You will permit us during normal working hours to carry out an inspection and thereafter to undertake the works according to the programme set out in the order.
- 3.2 You will remove all items necessary to allow us to commence the works and cover and protect all fixtures and fittings, which cannot be removed.
- 3.3 You will obtain all permissions and consents, (including if necessary planning permission) from landlords, local authorities and others, which are required before the work can commence.
- 3.4 Where you are required to provide us with measurements or other information such measurements or information must be correct. If we rely on the measurements or information given when preparing our proposal and such measurements or information are incorrect we reserve the right to increase the price to make good any errors or additional works required as a result.
- 3.5 If the installation date needs to change we require 3 days notice. Any time less than 3 days will incur additional costs for labour charged at our current day rate fees. We deliver carpets to our storage facility up to 2 weeks in advance of agreed installation date, for changes in installation date longer than 4 weeks from original date will incur storage charge at £4 per cut of carpet per week, this is applicable only if the carpet has been sent to our storage facility.

4. Type(s) of Work Undertaken

We will carry out all types of work associated with the order.

5. Payment

- 5.1 Payment of 1/3 of the initial agreed invoice value as a deposit; Payment of 1/3 of the initial agreed project value due 7 days prior to installation; Payment of the balance due on completion.
- 5.2 Where projects take longer than 30 days to complete any outstanding balance is to be paid in proportion of the percentage of completed works. Urbane Living will assess the amount of works completed by the amount of labour and materials used in relation to the agreed invoice.
- 5.3 If you fail to pay the order price within 30 days of it becoming due interest shall be chargeable on the outstanding amounts at a daily rate of 4% per cent per annum above the then base lending rate of the Bank of England from the date the payment was due until actual date of payment.
- 5.4 All goods remain the property Urbane Living until paid in full.

6. Force Majeure

- 6.1 We shall not be liable for delay or failure to perform any of our obligations under this order if the delay or failure is caused by any circumstances beyond our reasonable control.
- 6.2 For the purposes of this condition, "force majeure" shall include, but not be limited to acts of God, war, terrorism, civil disorder, industrial dispute, fire or explosions.
- 6.3 Upon the happening of a "force majeure" event we shall be entitled to a reasonable extension of time for the performance of our obligations.

7. Guarantees

- We grant the following guarantee(s)
- 7.1 All fitting is guaranteed for 12 months from date of invoice of original works.
 - 7.2 Manufacturer guarantees (where applicable) will apply to materials used for flooring installations. Manufacturer warranty information can be obtained from Urbane Living upon request.

8. Exclusions

- 8.1 We do not exclude liability for death or personal injury, however we shall not be liable for any direct loss or damage suffered by you howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of £2,000,000 Two Million Pounds.
- 8.2 We shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.
- 8.3 We or our insurers shall not be liable or investigate any claim for loss unless you have given written notice to us within 14 days of its occurrence and given us or our insurers every facility to investigate such occurrence.

9. Complaints

We aim to provide a high level of service. If you do have an enquiry or complaint regarding the goods provided by us please address them to Adam Robertson Urbane Living, Studio 102, The Lightbox, 111 Power Road, London, W4 PY.

10. Jurisdiction

If any part of these terms and conditions are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.