

Wood4Floors/Mafkildea Terms and Conditions



Mafkildea Terms and Conditions for Use of our Website

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Mafkildea our website www.wood4floors.co.uk

Terms and Conditions for Use of our Website

Copies are also available from our office

Last updated 24th January 2009

1. Our website

Your use of this website and any service contained within constitutes acceptance of these Terms & Conditions. If you do not agree to these terms and conditions then please do not use www.wood4floors.co.uk you are strongly advised to read our conditions of sale (detailed below) before ordering or purchasing any goods, products or services by telephone, fax, email or personal visit to our showroom at 11 Malham Road Industrial Estate, Malham Road, London, SE23 1AH. In addition, nothing in these terms and conditions affects your legal rights as a consumer.

Our acceptance of any order normally takes place on despatch of the order. You (the purchaser) may however wish to secure goods in advance of the dispatch date by placing a deposit in full or part as agreed. Invoices or confirmation of your order will be issued and sent to your address by first class mail or electronically by email or handed to the customer if they are purchasing at our showroom. They will contain details of your order and our conditions of sale and these should be read in advance of the dispatch date. If you have any problems please contact mafkildea in advance of the dispatch date.

The instructions and information we provide – whether through our website, over the telephone or through printed material are for general guidance only. You should seek appropriate professional advice regarding your particular installation.

2. Third Parties

2.1 Any contract between mafkildea and any purchaser is not intended to benefit any third party in any way. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

2.2 In addition the Company shall not be responsible in any way for the acts of omissions of any third party employed by the Customer direct or for any liability howsoever arising incurred by the Customer in or by reason of the Customers employment of such third party.

2.3 Mafkildea does not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

3. Privacy

Mafkildea takes your privacy seriously. We comply with any relevant legislation and are registered under the Data Protection Act 1998. Any personal information we hold will be in the conduct of our business. No personal information is sold to any third parties. Occasionally you may receive newsletters from mafkildea.

4. Product Pricing and Title

4.1 We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.

4.2 We may alter all product prices without notice.

4.3 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account as cleared funds.

5. Ordering from mafkildea

5.1 Before you place an order, after using our website, by telephone, fax, email or personal visit you are strongly advised to read our conditions of sale in advance. Our acceptance of any order takes place on despatch of the order or when goods are available for collection by the customer. An Order shall be deemed to have been accepted by The Company upon whichever is the earliest of the following events: A, B or C

A. The complete acceptance by The Company of payment in cleared funds into the company's bank account for the Goods and not susceptible to chargeback by the customers credit card company or revocation of cheque payments by the customers bank. Credit card payments can take up to 14days to reach the company's bank account. Complete acceptance by the Company cannot be completed until all credit card security checks adopted by the Company have been finalised. Authorisation by the credit card company is not a guaranteed form of payment.

B. Despatch to the Customer by the Company's carrier.

C. Delivery of the Goods to the Customer or his representative or to some person authorised to collect the Goods on the Customer's behalf.

5.2 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.3 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of

refund or credit will be offered nor will a refund be made to any third party card or account. Refund cheques are made out to customer only.

6. Cancellation Rights, Returns and Refunds

6.1 Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel your purchase. However, to exercise this right you must notify us in writing, (email or letter) within seven working days from the day after you receive your goods.

6.2 As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

6.3 No right of cancellation, refund or return exists under the Consumer Protection (Distance Selling) Regulations 2000 once you have used your product, or altered the nature of the product, unless the product is defective and you are returning it for this reason.

6.4 Please observe the following procedure for all returns to us:

6.4.2 Please quote your order or invoice number and name and address on goods returned to us.

6.4.3. If you are returning your product because it is defective, please state the defect or defects. Contact the company in writing or by telephone prior to return to ensure that there is a defect and not a natural characteristic of the product. Please note that wood flooring is a natural product and you would normally expect the goods to exhibit the natural characteristics of the wood species and the limitations and tolerances of such a product during manufacture.

6.4.4 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately we will be unable to issue a refund where the product is in an incomplete state.

6.5 If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. The packaging on the product preserves its moisture content. If the original packaging of a defective product has been damaged or destroyed you should ensure that the returned product is adequately packed for shipment back to us.

6.6 You are responsible for paying any postage or shipping costs incurred when returning the product.

6.7 We will not issue refunds for any items undelivered lost or stolen in transit to us from a purchaser.

6.8 Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

6.9 If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection will be passed on to you.

6.10 Subject to the above, we will refund the purchase price of a returned product within thirty days of receiving written notification of your intention to return the product.

6.11 We will also refund the cost of standard pallet delivery charges by Abacus Freight incurred returning a product, if incorrectly sent by us or where the product has been

returned due to a defect. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

6.12 We reserve the right to charge refund charges where the Purchaser is returning some portion of the goods (total amount described in the invoice) due to over ordering or where some portion of the goods are no longer required. This only applies if the goods were correctly supplied by mafkildea. Presently we deduct 35% of the invoice price for our Costs in handling and returning the goods to their original moisture content. We limit the return of goods manufactured specifically to customer's requirements. This clause does not affect your normal Statutory or legal rights as a consumer.

7. Customer Complaints

We endeavour to respond to all customer complaints or queries within 14 working days.

8. Faulty Products

Where a Customer experiences a fault with a product it can be returned to mafkildea subject to our returns policy above.

9. Events outside our control

9.1 Mafkildea shall not be liable for delay or failure to perform any obligation under the conditions of sale if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute. In addition the Company shall not be responsible in any way for the acts of omissions of any third party employed by the Customer direct or for any liability howsoever arising incurred by the Customer in or by reason of the Customers employment of such third party.

10. License

10.1 Mafkildea, grants you a license to access the content, information and services contained within our website for personal use only.

10.2 This license allows you to download and cache (using your browser) individual pages from our website.

10.3 This license does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

10.4 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

10.5 Our website cannot be placed within the frame-set of another site.

10.6 Third parties are allowed to "deep link" to pages within our website, without our express prior written permission. However, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

10.7 Any restriction on "deep linking" does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

11. Copyright

11.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of Mafkildea, unless expressly acknowledged as otherwise.

11.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

12. Reasonably Foreseeable Losses

12.1 Mafkildea will not be liable for any losses incurred by you due to breaches of these Terms & Conditions by us, where such losses were reasonably foreseeable at the time the contract between you and us was made.

12.2 All business, indirect or consequential losses not reasonably foreseeable at the time of the contract between you and us are excluded.

12.3 Mafkildea does not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

13. Severability

The foregoing paragraphs, sub-paragraphs and clauses of these Terms & Conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

14. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions

15. Entire Terms & Conditions

Terms and Conditions for Use of our Website set out the entire agreement and understanding between you and Mafkildea We reserve the right to change these Terms & Conditions at any time, without giving notice to you.

16. Jurisdiction

These Terms and Conditions for Use of our Website shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Your statutory rights are unaffected.

We hope that our standard terms of business are clear and straightforward - but do feel free to ask any questions you may have. Unless otherwise agreed, these terms apply to your use of this website and any service contained within constitutes acceptance of these Terms & Conditions

17. General

17.1 Vat is charged where applicable

17.2 All hardwood flooring we offer for sale has been kiln dried (unless otherwise stated) and all dimensions for wood flooring are nominal. This is because it is a natural characteristic of wood products whether lacquered or not to adjust in size to its

environmental conditions. It adjusts naturally to the level of humidity in the area it is stored or used. Purchasers of hardwood flooring should read the appropriate fitting instructions provided by ourselves (mafkildea) or manufacturers and should be aware of British Standard BS 8201 1987. The code includes recommendations relating to the work in laying hardwood flooring.

Because this is a natural product please allow 5% grading allowance of product above and below grade. This is common with most manufacturers worldwide.

17.3 Before you install hardwood flooring please make sure you have read all the appropriate fitting instructions and recommendations (downloadable from our website). Mafkildea can provide further telephone advice or seek professional help regarding your particular situation. Do not install the flooring if you are unsure of the appropriate fitting instructions or have any complaints regarding the product. Always make sure the product and the environment in which you are installing are suitable, in advance. Always use a moisture meter.

Copies of the code of practice for British Standard BS 8201 1987 are available from the British Standards Institute.

When using products or goods such as adhesives, varnishes, lacquers etc. always determine suitability on a test area prior to full application.

17.4 Deliveries are to kerbside only unless other arrangements are agreed in writing. This is because of recent health and safety legislation. Please make sure you the customer provide enough labour to unload your goods from the delivery vehicle.

17.5 Samples are usually provided free of charge and are normally taken from a batch of the particular or similar flooring. However this is a natural product and each piece has its own unique appearance and characteristics.

17.6 Care is taken over photographs and pictures that appear on the website but these pictures cannot form part of any contract between any Purchaser and mafkildea.

17.7 You agree that, to the extent allowed by law, mafkildea is not responsible for any loss, claim, damages or any consequential, indirect or special damages (these include, loss of profits or revenue, loss of savings, loss of data, loss of privacy) that you may suffer or incur with your use of or inability to use the website. This includes information, products or services obtained via the website.

17.8 Orders for goods and services offered by Mafkildea are governed by the conditions of sale (see below)

17.9 Our acceptance of an order takes place on despatch of the order. This is the point the purchase contract will be made and you will be charged for the order.

18. Changes and amendments to these terms and conditions

From time to time we will change or modify these terms and conditions. Please therefore check these when you use the website.

mafkildea

Units 11 and 20, Malham Road Industrial Estate, Malham Road, Forest Hill, London SE23 1AH

Sales: 020-8699-7527

Website <http://www.wood4floors.co.uk/>

Email sales@wood4floors.co.uk

Vat no. 769218004

Corporate Member of TRADA (Timber Research and Development Association)



Mafkildea Terms and Conditions of Sale regarding the Supply of Goods or Services

Copies are also available from our office

last updated 30th August, 2008

Definitions:

"The Company" means Mafkildea Unit 11 Malham Road Industrial Estate, Malham Road, Forest Hill, London SE23 1AH

"Customer" means any person, firm, company or unincorporated association which orders, buys or licences goods or services from The Company.

"Contract" means an individual legally binding contract between The Company and the Customer created when an Order placed by the Customer is accepted by The Company according to these Conditions.

"Goods" means the goods (and/or, where the context so admits, services) which are the subject of the Contract and any instalment thereof.

"Invoice" means the invoice given or despatched to the Customer detailing the Goods, the Price and the conditions of Sale.

"Order" means the order placed by the Customer (of which the Customer acknowledges that these Conditions form part) for the supply of goods or services by The Company to the Customer.

"Price" means the total price to be paid by the Customer to The Company for the supply of the Goods

"Carrier" Third party Transport Company nominated by mafkildea to deliver the goods.

"Chargeback" A transaction returned through interchange by a customer's credit card issuer to the company's credit card acquirer. A transaction may be returned because of it was non-compliant with the association rules and regulations or because it was disputed by a cardholder.

1. Acceptance of orders

1.1 Any quotation relating to Goods supplied by The Company and any catalogue, mail shot, advertisement, telephone call, price list, or use of our website of such Goods shall not constitute an offer capable of acceptance by the Customer but an invitation to treat only. Any Order shall be accepted entirely at the discretion of The Company and, if accepted, are accepted upon these Conditions.

1.2 These Conditions shall override any contrary, different or additional terms or conditions contained or referred to in a Customer's order or in any other correspondence or documents from that Customer no addition, alteration or substitution of these Conditions will not bind The Company or form part of any Contract unless expressly accepted in writing by a person authorised to sign on The Company's behalf. The Customer acknowledges that the Customer has not entered into this Contract with the Company as a result of any representation or warranty oral or written made by or on behalf of the Company.

1.3 An Order shall be deemed to have been accepted by The Company upon whichever is the earliest of the following events: A, B or C

A. The complete acceptance by The Company of payment in cleared funds into the company's bank account for the Goods and not susceptible to chargeback by the customers credit card company or revocation of cheque payments by the customers bank. Credit card payments can take up to 14days to reach the company's bank account. Complete acceptance by the Company cannot be completed until all credit card security checks adopted by the Company have been finalised. Authorisation by the credit card company is not a guaranteed form of payment.

B. Despatch to the Customer by the Company's carrier.

C. Delivery of the Goods to the Customer or his representative or to some person authorised to collect the Goods on the Customer's behalf.

1.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

1.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. Card refunds will be made with the Co-operation of the card issuing Bank. No other form of refund or credit will be offered nor will a refund be made to any third party card or account. Cheques will be refunded to the customer only.

1.6 Invoices or confirmation of your order will be issued and sent to the Purchasers cardholder address by first class mail or electronically by email (email address provided by the Purchaser), usually the following business day Monday – Friday or handed to the customer if they are purchasing at out our showroom. They will contain details of your order and our conditions of sale and these should be read in advance of the dispatch date. Please contact us immediately if you have any problems regarding your Order as detailed in the paperwork.

1.7 The Company may at its absolute discretion refuse to supply any goods to any Customer and in such event shall notify such customer in writing of its decision not to supply as aforesaid.

1.8 The Company shall be at liberty in the event of it being unable to obtain from its supplier supplies of any particular item ordered by the Customer to cancel any order placed by the Customer or at the Customers option to supply an equivalent item of equal quality and value and shall not be deemed to be in breach of contract by so doing.

1.9 In the case of services, commencement by The Company of performance of the said services.

2. The Description of the Goods

2.1 The goods will be fully described on your order or invoice and contained in these conditions of sale. No other description from whatever source is implied or accepted.

2.2 Please note that hardwood flooring is a natural product. The Company will endeavour to supply the Goods to the specified size and colour but shall not be responsible for minor variations in size, colour, texture, general wood quality and. Timber being a natural product, variations in colour, texture, grain and machining tolerances are to be expected.

2.3 All hardwood flooring we offer for sale has been kiln dried (unless otherwise stated) and all dimensions for wood flooring are nominal. This is because it is a natural characteristic of wood products whether lacquered or not to adjust in size to its environmental conditions. It adjusts naturally to the level of humidity in the area it is stored or used. A dimension tolerance of 2% is allowed and a grading allowance of 5% of the product above and below grade.

2.4 The Company will use its skill and experience to grade the appearance and characteristics of all the wood flooring it sells or advertises. These grading rules are available on our website or from our office. The Company will determine the grade under which each particular consignment of flooring fits best.

2.4.1 Mafkildea General Grading - All wood flooring is generally supplied tongue and groove all round in random lengths. All flooring is kiln dried and supplied from our humidity controlled warehouse. Pre lacquered or oiled wood floors will normally be supplied in cardboard cartons and unfinished in bundles. We purchase from over 50 manufacturers world-wide, all with different grading rules, all hardwood is inspected and graded to our specifications. Always consult us if you require a full grading specification on your particular choice of wooden flooring.

Select grade - These are some of the highest grades available for flooring and are the most expensive. The timbers selected will be on the whole more even in patina and colour and contain limited sound knotting - Straightest grain and the least number of burrs and character marks and pinholes. Although not a totally Prime grade, less colour variation and knotting than the Classic and Traditional grades.

Classic grade - A middle grading with colour variation between heartwood and sapwood, some knotting and the trees natural mineral streaks, wild grain, surface checks, burrs and other character figuring.

Traditional grade - Supplied either filled or unfilled depending on the manufacturer. More colour flashes, larger knotting, character marks and burrs, some filling and wilder grain allowed, with natural mineral streaks and trace elements from the trees original location. A serviceable floor with plenty of character and interest, more variation than the classic grade.

2.5 The customer must make sure he has ordered the particular grade most suitable for his requirements prior to the dispatch of the goods.

3. Samples and Photographs

3.1 Samples are usually provided free of charge and are normally taken from a batch of the particular or similar flooring. However this is a natural product and each piece has its own unique appearance and characteristics. No two pieces will be exactly alike and a sample will not give all the variations in colour and grain of the finished flooring. Whilst we take care to reproduce photographs of our wood flooring on our website and promotional material, you should not rely on these pictures to make your final choice. No picture can be relied upon due to variations in monitor calibration and standards. No two floors or photographs will look exactly alike and will reflect the natural characteristics

of the material and the preferences of the installer. We recommend viewing the Large sample boards in our showroom. Stock can also be examined in our London warehouse before ordering.

3.2 Any sale is not a contract for sale by sample or photograph.

4. Third Parties

4.1 Any contract between mafkildea and any purchaser is not intended to benefit any third party in any way. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

4.2 In addition the Company shall not be responsible in any way for the acts of omissions of any third party employed by the Customer direct or for any liability howsoever arising incurred by the Customer in or by reason of the Customers employment of such third party.

4.3 Mafkildea however does not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

5. Delivery of goods

Please note that wood flooring is a very heavy item and that packs are lifted only with assistance from another person.

5.1 Unless otherwise agreed with the Customer, The Company shall normally dispatch the delivery of the Goods through its carrier at their agreed rates of carriage. Goods may also be delivered using the Company's own transport. In all circumstances Goods are delivered to kerbside only. Kerbside shall mean the nearest accessible point where the delivery vehicle can unload the goods safely at the customers nominated delivery address. Standard deliveries take place Monday to Fridays inside normal working hours normal working days Monday to Fridays. Special rates apply for deliveries outside these times.

5.2 Goods delivered by Mafkildea or by a third party contracted to undertake delivery on our behalf to you are delivered only to the kerbside. If the customer requests and assists our personnel or contractor for the goods to be taken inside/upstairs of there property and any damage to fixtures, fittings (such as pictures, lampshades, tables etc.) or the structure of the house i.e. plasterwork or decoration occurs, the customer undertakes not to hold Mafkildea, it's employees, or sub-contractors responsible for any such damage should it occur. Such an action is undertaken solely on the individual customer's own goods delivered indoors at the delivery address. This charge should be agreed in advance and is payable by the customer in all events.

5.2.1 It is the responsibility of the customer to provide adequate labour to unload their goods from the delivery vehicle. The company pays special attention to any current Health and Safety recommendations regarding the lifting of goods. The customer should also ensure prior accessibility to the property by large delivery vehicles.

5.3 Delivery to the Customer shall be deemed to have taken place when the Goods are placed with the Customer's representative at the kerbside address specified by the Customer.

5.4 Goods can also be collected from the company's warehouse. Delivery takes place when the goods are placed in the loading bay.

5.5 Risk in the Goods shall pass to the Customer upon delivery to the customer or his representative.

5.6 Any breakage error or shortage in the delivery goods must be notified within 72 hours from receipt of the goods. In default of which no claim shall arise against the Company in respect of such damage or short delivery.

5.7 The Customer should ensure that the moisture content of the Goods is checked immediately upon delivery with an accurately calibrated moisture meter and any complaint concerning the moisture content must be made by telephone and confirmed in writing within 24 hours of the date of delivery. In the event of a complaint being made the Goods should be thoroughly re-wrapped and stored in appropriate conditions to preserve the moisture content at the date of delivery. Failure to comply with this condition shall absolve the Company from all further liability on the claim.

5.8 The Company will endeavour to supply the Goods with the correct moisture content but the amount of such moisture content may vary and the Company shall be under no liability for such variation.

5.9 The Customer shall ensure that the Goods once delivered to the Customer shall be stored in appropriate conditions to preserve the moisture content at the time of delivery and the Company shall not be responsible for any change in the moisture content of the Goods due to storage in unsuitable conditions.

5.10 Any claim made by the Court against the Company in respect of losses arising as a result of any defect in the Goods supplied or any short delivery shall be limited to the value of the Goods supplied.

5.11 The Company reserve the right to make deliveries by instalments in all cases. Where Goods are delivered by instalment, the Customer shall not be entitled to treat defective delivery in respect of one or more instalments as a repudiation of the whole of the Contract nor to defer payment for any previous instalment.

5.12 The company will use as best endeavours to supply goods upon the dates specifically agreed in writing between the Company and the Customer but in the event of the Company being unable to meet such dates no claim shall arise against the Company by the Customer.

5.13 The customer should inspect the Goods at the place and time of unloading or collection but nothing in these Terms shall require you (the customer or his representative) to break packaging and/or unpack Goods which are intended to be stored before use.

5.14 If the customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions. (otherwise than by reason of any cause beyond the customers reasonable control or by reason of the company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:

5.14.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

5.14.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

5.14.3 The carrier may impose additional charges for redelivering the goods.

6. Installation and fitting

6.1 Purchasers of hardwood flooring should read the appropriate fitting instructions provided by ourselves (mafkildea) and manufacturers and should be aware of British Standard BS 8201 1987. The code includes recommendations relating to the work in laying hardwood flooring. Mafkildea guides can be downloaded from our website and manufacturer's instructions are usually included in your delivery.

6.2 Because this is a natural product please allow 5% grading allowance of product above and below grade and for minor imperfections in milling and manufacture. You can expect to discard 5%-10% of the product (as a guide) in the installation process. This is common with most manufacturers in the United Kingdom and worldwide.

6.3 Before you install hardwood flooring please make sure you have read all the appropriate fitting instructions and recommendations (downloadable from our website or obtainable from the office). Mafkildea can provide further telephone advice or seek professional help regarding your particular situation. Do not install the flooring if you are unsure of the appropriate fitting instructions or have any complaints regarding the product. Always make sure the product and the environment in which you are installing are suitable, in advance. Always use a moisture meter. The instructions and information we provide – whether through our website, over the telephone or through printed material are for general guidance only. You should seek appropriate professional advice regarding your particular installation if you are unsure of any aspect of the fitting procedure.

Copies of the code of practice for fitting wood flooring British Standard BS 8201 1987 are available from the British Standards Institute and every fitter should refer to them.

6.4 Do not install the flooring if you are unsure of the appropriate fitting instructions or have any complaints regarding the product.

6.5 Manufacturers sometimes recommend that high traffic areas or areas of high wear such as kitchens or commercial areas are given a further coat or coats of lacquer or floor oil. The customer should follow these recommendations if they apply to their particular situation or if the customer requires a longer wearing finish life.

6.6 Solid hardwood floors should not normally be installed below ground level.

6.7 Customers installing over under floor heating should follow special fitting instructions regarding moisture content. Narrower boards work better. A specialist fitter is advisable.

6.8 Bathrooms are not a recommended area for hardwood flooring because of high humidity.

6.9 Do not open cartons of engineered flooring until immediately prior to installation.

6.10 Do not store or install hardwood flooring in unsuitable surroundings or where sub floors are not completely dry.

6.11 Our recommendations on cleaning, caring and maintenance for your hardwood floor can be downloaded from our website or available from the office. Customers should read these and abide by them. Fitters or installers should pass these recommendations on to their customers on completion of their contract.

6.12 When using products or goods such as adhesives, varnishes, lacquers, tapes etc. always determine suitability on a test area prior to full application. Always follow manufacturer's instructions.

6.13 Once installed products are considered accepted by the owner or his installer.

6.14 We can sometimes supply the names of fitters and installers who the company has worked with in the past and these do not imply a recommendation. The Company cannot recommend particular installers and the customer should ensure they are suitable for their particular project. Any contract is between the customer and the installer and we do not accept any responsibility for the installation.

6.15 We strongly recommend that you only employ a fitter that is accredited to a recognized Hardwood Flooring Trade Association in the United Kingdom and has received through training in the installation of hardwood flooring.

7. Cancellation Rights, Returns and Refunds

7.1 Under the Consumer Protection (Distance Selling) Regulations 2000 you have a right to cancel your purchase. However, to exercise this right you must notify us in writing, (email or letter) within seven working days from the day after you receive your goods.

7.2 As stated above notification of cancellation must be in writing, a telephone call is not a valid cancellation.

7.3 No right of cancellation, refund or return exists under the Consumer Protection (Distance Selling) Regulations 2000 once you have used the product, or altered the nature of the product, unless the product is defective and you are returning it for this reason.

7.4 Please observe the following procedure for all returns to us:

7.4.2 Please quote your order or invoice number and name and address on goods returned to us.

7.4.3. If you are returning your product because it is defective, please state the defect or defects. We will send you a complaint form which you must complete and return. Please note that wood flooring is a natural product and you would normally expect the goods to exhibit the natural characteristics of the wood species and be subject to the limitations and tolerances of such a product during manufacture. On some occasions we reserve the right to inspect the goods on site (the delivery address) to examine the nature of the complaint before you return the goods.

7.4.4 Repackage the product in its original packaging, including any accessories, brochures, manuals, guarantees or warranties that came with the product. Unfortunately we will be unable to issue a refund where the product is in an incomplete state.

7.5 If the original packaging surrounding the product has been damaged or destroyed we will only issue a refund if the product is being returned due to a defect. The packaging on the product preserves its moisture content. If the original packaging of a defective product has been damaged or destroyed you should ensure that the returned product is adequately packed for shipment back to us.

7.6 You are responsible for paying any postage or shipping costs incurred when returning the product.

7.7 We will not issue refunds for any items undelivered lost or stolen in transit to us from a purchaser.

7.8 Where a return is lost or stolen in transit to us, you should claim compensation from the company that shipped the return.

7.9 If you fail to return a product to us, we may make arrangements to have the product collected from you. The cost of this collection will be passed on to you.

7.10 Subject to the above, we will refund the purchase price of a returned product within thirty days of receiving written notification of your intention to return the product.

7.11 We will also refund the cost of standard pallet delivery charges by Abacus Transport Ltd. MASTERS YARD, RAILWAY TERRACE, KINGS LANGLEY, HERTFORDSHIRE, WD4 8JA incurred returning a product, if incorrectly sent by us or where the product has been returned due to a defect. Please note that we will not refund any courier, overnight or express element of any delivery or postage charge, including Royal Mail Special Delivery.

7.12 We reserve the right to apply restocking charges where the Purchaser is returning some portion of the goods (total amount described in the invoice) due to over ordering or where some portion of the goods are no longer required. Returns are accepted completely at the Company's discretion. This only applies if the goods were correctly supplied by mafkildea. Presently we deduct 35% of the invoice price for our Costs in handling and returning the goods to their original moisture content. We apply a time limit of 30 days maximum from the date of purchase and the goods must be complete, unaltered, unused and in their original packaging. We limit the return of goods manufactured specifically to customer's requirements. This clause does not affect your normal Statutory or legal rights as a consumer.

8. Customer Complaints

8.1 We endeavour to respond to all customer complaints or queries within 14 working days. We can send you a complaint form which you must complete and return. On some occasions we reserve the right to inspect the goods on site (the delivery address) to examine the nature of the complaint. Where a site visit is requested we make a charge of £150.00 plus travelling expenses. The charge is fully refundable where the complaint is upheld.

9. Faulty Products

9.1 Where a Customer experiences a fault with a product it can be returned to mafkildea subject to our returns policy above.

10. Events outside our control

10.1 Mafkildea shall not be liable for delay or failure to perform any obligation under these conditions of sale. If the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute. In addition the Company shall not be responsible in any way for the acts of omissions of any third party employed by the Customer direct or for any liability howsoever arising incurred by the Customer in or by reason of the Customers employment of such third party.

11. Product Pricing and Title

11.1 We make every effort to ensure that the pricing displayed on our website or other literature and price lists is correct. However, if an error in the pricing of a product is found we reserve the right to either cancel your order or contact you to arrange payment of any extra sum due or refund any over-payment made by you (as applicable). The processing of an order can be cancelled or corrected by us at anytime up to the shipment of that order and any related items.

11.2 We may alter all product prices without notice.

11.3 Unless otherwise stated all prices quoted shall be exclusive of Value Added Tax at the appropriate rate and carriage charges which may be added to the invoice by the Company and shall be payable as part of your invoice.

11.4 Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account as cleared funds. Risk in the Goods however shall pass on delivery to the Customer who shall insure such Goods to their full value Until such time as payment for the Goods in full has been received by the Company the Customer shall hold such Goods or any moneys representing the sale proceeds thereof as trustee for the Company. In the event of any goods not being paid for in full by the date upon which payment thereof was due the Company shall have power to recover possession of those goods or any other goods supplied by the Company to the Customer and retained by the Customer and the Customer hereby expressly grants licence to the Company to enter upon any premises upon which such goods are located to recover possession thereof.

11.5 Sale and Discount prices are applicable to new transactions only.

12. Invoices

12.1 All invoices are payable on the date of issue thereof. The Company may at its absolute discretion on any one or more contracts grant to the Customer 30 days credit in which to pay for the Goods supplied but this shall not affect the fact that all invoices are payable on The date of issue.

12.2 Any sums due under any invoice shall bear interest at the rate of 5% over Bank of England Base Rate from the date they are due for payment until the date of actual payment such interest to be calculated on a daily basis.

12.3 In the event of the Company deciding to employ solicitors or other agencies all or any sums due from any Customer to the Company the costs so incurred by the Company shall be paid by the Customer such costs not being limited to those recoverable under a Court action.

13. Information supplied to the customer

13.1 Preparatory to entering into any Contract the Company may supply to the Customers drawings technical specifications catalogues and other matter based upon information supplied by the Customer to assist the Customer in planning his requirements. These would include area calculations, amounts of material required and similar items. Whilst every effort will be made to ensure the accuracy of the same the Company takes no responsibility for any items so supplied and it is the Customers responsibility to ensure that all the information given by him and items supplied to him are accurate and to the Customers satisfaction and his particular circumstances.

14. Storage

14.1 Customers may make arrangements in advance with the Company to store goods in the Company's warehouse until they are required by the Customer. These arrangements must be confirmed in writing by the Company. Where no arrangements have been made The Company shall be at liberty to charge storage for any goods undelivered at the rate of £25 per day from the date the Company notifies the Customer that it is able to deliver the Goods and the date when the Customer accepts such delivery such storage charges to be paid in advance of the delivery.

15. Waiver

15.1 If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions

16. Entire Terms & Conditions

16.1 These Terms and Conditions of Sale set out the entire agreement and understanding between you and Mafkildea We reserve the right to change these Terms & Conditions at any time, without giving notice to you.

16.2 If any one or more of the provisions of these Conditions of Sale shall be adjudged by any Court to be unfair within the meaning of the Unfair Contract Terms legislation or any statutory modification thereof then only those particular provisions shall be unenforceable but the remaining provisions of these Conditions of Sale shall continue in full force and effect.

17. Jurisdiction

17.1 These Terms and Conditions for Sale shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

18. Indemnity

18.1 The Customer shall indemnify The Company in respect of all loss, damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which The Company may become liable in respect of the Goods in the event that such loss, damage, or injury shall have been occasioned by the negligence of the Customer or a third party employed by the Customer.

18. Claims and limitation of liability.

18.1 Any claim made by the Court or by the Customer or third parties against the Company in respect of losses arising as a result of any defect in the Goods supplied or any short delivery shall be limited to the value (The Price) of the Goods supplied.

18.2 Mafkildea however does not exclude or limit liability for death or personal injury caused by the negligence or breach of duty by us, our employees or officers.

19. Your Rights

Your statutory rights are unaffected.

We hope that our standard terms of business are clear and straightforward - but do feel free to ask any questions you may have. Unless otherwise agreed, these terms and conditions apply to all sales of goods. Your order implies acceptance of these Terms & Conditions
mafkildea

Units 11 and 20, Malham Road Industrial Estate, Malham Road, Forest Hill, London SE23
1AH

Sales: 020-8699-7527

Website <http://www.wood4floors.co.uk/>

Email sales@wood4floors.co.uk

Vat no. 769218004

Corporate Member of TRADA (Timber Research and Development Association)

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