

TERMS & CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply all of the products ("**Products**") listed on our website www.nexusflooring.co.uk ("**our site**") to you. Please read these terms and conditions carefully and make sure that you understand them before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1 Information about us

We operate the website www.nexusflooring.co.uk, we are Kingdom Traders Limited ("**Nexus Flooring**"), a company registered in England and Wales under company number 08645590 and with our registered office at Unit 9, 2-4 Mill House, Windmill Lane, London, UB2 4NJ which is also our main trading address.

2 How the Contract is formed between you and us

2.1 When you place an order with us, you are making an offer to buy Products. We will send you an email to confirm that we have received your order. Please note that this does not mean your order has been accepted. We will then check the price and availability of your chosen Products. If we accept your order, we will email you again ("**Acceptance Email**") to confirm that a contract ("**Contract**") has been made between us. The Contract will only relate to those Products specified in the Acceptance Email.

3 Distance Selling Rights

3.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a refund of the price paid for the Products in accordance with our Delivery and Returns policy.

3.2 To cancel a Contract, you must inform us by writing to the address set out in clause 1 or by email to info@nexusflooring.co.uk. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

3.3 You will not have the right to cancel a Contract for the supply of any Products which

have been made to your bespoke specifications.

4 Delivery

4.1 Your order will be delivered to you in accordance with the terms of our Delivery & return policy.

4.2 Taking into consideration the many variables in deliveries, we strongly recommend that you do not book your installer until after you have received your order in its entirety. Manufacturing times, weather, supply-demand conditions, and replacement delivery for damaged items are just some of the occurrences that may delay your order. We cannot be held liable for failure to meet scheduled installation dates due to delivery. Delivery dates are approximate and, as such, cannot be guaranteed under any circumstance.

4.3 The Products you have ordered will be your responsibility from the time of delivery.

4.4 Ownership of the Products you have ordered will only pass to you when we receive full payment of all sums due in respect of the Products under the Contract, including delivery charges.

4.5 We always liaise with our customers after they have placed an order, to arrange delivery and to ensure that someone will be on site to receive the goods. Contact will be made by telephone and/or via email. Whilst every effort will be made to deliver the goods within the date and time frame agreed, we cannot guarantee any specific times. We therefore strongly recommend that no installation specialists should be booked until after the goods have been received.

4.6 Your order can be stored free of charge for up to 3 weeks from the date of your order, after which there is a £5 +VAT / week storage charge.

5 Prices and Tax

5.1 The price shown for the Products on our site excludes VAT. However, if the rate of VAT, taxes* changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT, taxes* takes effect.

5.2 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you confirmation of delivery.

5.3 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price; we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will, before dispatching the Product, contact you either for confirmation that you are willing to proceed at the higher price or that you do not wish to proceed.

5.4 If we make a pricing error, we do not have to provide the Products to you at the incorrect (lower) price.

5.5 We accept payment by many different means including cash on delivery, cash on collection & bank transfer. We do not accept liability for any charges you incur from your bank for bank transfer services.

6 Products and Samples

6.1 Samples of Products are provided for guidance only. Samples of a Product may differ as our Products are natural and no two samples of the same Product will be identical.

6.2 Colouring and Shade of products which are illustrated and shown on our website may vary from the Product delivered to you due to limitations and differences in the software and/or hardware you use to access the Site.

7 Liability

7.1 Subject to clause 7.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of your Products and, subject to clause 7.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

7.2 Subject to clause 7.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories: However, this clause 7.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories 7.2.1 to 7.2.4 inclusive of this clause 7.2.

7.2.1 loss of income or revenue;

7.2.2 loss of business;

7.2.3 loss of profits; or

7.2.4 loss of anticipated savings.

7.3 Nothing in this agreement excludes or limits our liability for:

7.3.1 death or personal injury caused by our negligence;

7.3.2 fraud or fraudulent misrepresentation;

7.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

7.3.4 defective products under the Consumer Protection Act 1987; or

7.3.5 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

8 Warranty Information

8.1 we warrant that the Products you purchase from us will, in all material respects, comply with their description, be of satisfactory quality, and be reasonably fit for all purposes for which products of that kind are commonly supplied. This warranty is subject to the Products being installed and maintained strictly in line with the manufacturer's instructions. This warranty is given to you only from the date of original purchase and is not transferable. Proof of Purchase is required to make a claim under this warranty. The warranty for flooring products purchased for non-commercial purposes in domestic/residential locations lasts for 25 years. If you are contracting with us as a trader and purchase flooring for commercial projects, the warranty only applies for 5 years.

8.2 Complete Product warranty information is found here and **you should note that any alteration to your Products after purchase might affect this warranty.**

9 Import Duty

9.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

9.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

10 Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic and that we will contact you by e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11 Notices

All notices given by you to us must be given to Nexus Flooring at Unit 9, 2-4 Mill House, Windmill Lane, London, UB2 4NJ @ info@nexusflooring.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 8 above. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12 Transfer of Rights and Obligations

12.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13 Events outside our Control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

13.2.1 strikes, lock-outs or other industrial action;

13.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

13.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

13.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

13.2.5 impossibility of the use of public or private telecommunications networks;

13.2.6 the acts, decrees, legislation, regulations or restrictions of any government; and

13.2.7 pandemic or epidemic.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14 Waiver

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

14.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9 above.

15 Severability

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16 Entire Agreement

16.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

16.2 We each acknowledge that, in entering into a Contract, neither of us relies any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

16.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

17 Our right to vary these Terms and Conditions

17.1 We have the right to revise and amend these terms and conditions from time to time.

17.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders subsequently placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you confirmation of delivery (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of your Products).

18 Law and Jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

19 Third Party Rights

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.