**1. The customer shall ensure that sufficient space has been cleared for installation, and that access is unrestricted. Customer must advise if adequate access is not available. Prior to installation, the customer will cover and protect from dirt and dust all surfaces which do not require to be removed. Donald Flooring & Contracts LTD reserve the right to charge £30 for every half hour installation is delayed as a result of the customer’s breach of this condition.**

**2. The customer must pay any part of the price within seven days of the date when it becomes due, Donald Flooring & Contracts LTD may charge interest of 2.5 % on any outstanding amount.**

**3. Ownership of the goods shall not pass to the customer until they have paid Donald Flooring & Contracts LTD the whole of the price. The customer shall not be entitled to retain any part of the price pending completion of snagging items, or for any other purpose.**

**4. Donald Flooring & Contracts LTD shall endeavour to achieve delivery or installation by the specified or requested date, the date is to be treated as an estimate only.**

**5. Donald Flooring & Contracts LTD shall not be liable for any delay or failure to perform any of its obligations as a result of circumstances outside its reasonable control, including but not limited to fire, water damage, delay in transport, breakdown of machinery or shortage or unavailability of materials. In such a case Donald Flooring & Contracts LTD shall be entitled to a reasonable period of time to perform its obligations.**

**6. Donald Flooring & Contracts LTD on completion will leave all surfaces clean and tidy.**

**7. It is the customer’s responsibility to check that the installation has been carried out to their satisfaction.**

**8. Donald Flooring & Contracts LTD may refuse to proceed with any installation if it deems the installation location to be hazardous, or installation conditions otherwise unreasonable.**

**9. If the customer provides incorrect measurements or other incorrect information, Donald Flooring & Contracts LTD shall be entitled to increase its price to cover the cost of making good any errors or doing any additional work required.**

**10. Should a contract be cancelled before completion, Donald Flooring & Contracts LTD shall be entitled to deduct any costs incurred from deposits before refunds are given.**

**11. Donald Flooring & Contracts LTD shall have no responsibility for any damage caused to the goods as a result of the failure of the customer properly maintaining the goods. The customer is obliged to maintain the goods by following any recommendation of the manufacturer.**

**12. Donald Flooring & Contracts LTD takes no responsibility for errors in quantity amounts for supply only jobs where the customer or third party has provided measurements and/or quantity of flooring & accessories ordered.**

**13. This contract comprises the whole agreement between Donald Flooring & Contracts LTD and the customer. The customer acknowledges that they have not entered into this contract in reliance upon any statement, warranty, or representation made by Donald Flooring & Contracts LTD, unless confirmed in writing.**

**14. This contract shall be governed and construed in accordance with Scots law, and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.**

Donald Flooring & Contracts Ltd

Unit 10 Cumbernauld Business Park

Wardpark Rd

Cumbernauld

G67 3JZ