

Terms and Conditions:

When purchasing from Evolved Floors, you are agreeing to the following terms and conditions. Please read through them carefully:

OVERVIEW:

This website is operated by Evolved Floors. Throughout the site, the terms “we”, “us” and “our” refer to Evolved Floors. By visiting our site and/ or purchasing product/s from us, you engage in our “service” and agree to be bound by the following terms and conditions (“terms of Service”, “Terms”), including additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

By Assessing or using any part of the site, you agree to be bound by these Terms and conditions and or terms of service. If you do not agree, then you may not access the website or use any service offers, acceptance is expressly limited to these terms and Conditions and or terms of service.

You can review the most current version of the Terms and conditions and or Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions and or Terms of Service. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our website is hosted by Noize and provide us with our online platform that allows us to sell our products and services to you.

PAYMENT TERMS:

1. For Supply only:
 - a) Payment terms are 100% is requested on acceptance of the proposal cleared funds prior to pick up or delivery of product;
 - b) Payments can be made using cash, Credit/Debit Card or direct bank transfer;
 - c) We accept MasterCard and Visa which will attract a 1.5% Service Fee;
 - d) Goods will be dispatched immediately on clearance of payment.
 - e) For Installation:
 - a) Payment terms are payment upon completion, unless otherwise specified;
 - b) A 50% deposit is requested upon acceptance of the proposal. An the 50% balance prior to installation;
 - c) We accept MasterCard and Visa – which will attract a 1.5% Service Fee;
 - d) Once date is secured and the deposit is paid, it is not refundable.
2. Please note that all flooring will remain the property of Evolved Floors until 100% payment is received.
3. Evolved Floors reserves the right to enter the property to recover goods that has not been paid for, at a time convenient to Evolved Floors.
4. Any “late payments” will be subject to additional charges.
5. Non-payment of overdue invoices will be forwarded to the debt collection agency, which will accrue additional charges.
6. Evolved Floors does not retain any credit card details.

THE PROPOSAL / QUOTATION:

1. Quotation is valid for 30 days. Any quote issued by Evolved Floors (the Supplier) is subject to normal prices rises from the date of issue.
2. The Quotation does not allow for testing or preparation of any subfloor or subfloor materials; or additional cleaning due to other trades people in the specified work area.
3. The quote does not include delivery and/or installation of good unless otherwise expressly agreed in writing
4. Upon acceptance of the quote or proposal the customer agrees they have read and understood the terms and conditions of Evolved Floors. It is agreed by the customer that the Acceptance of the quote or proposal is by email, verbal agreement, gentleman’s agreement, or monetary payment received by Evolved Floors from Customer.
5. Our proposal is subject to “on-site” measurements, or agreeing with plans provided.
6. Payment must be made by credit card, cash, or direct debit only.
7. Our terms require a 50% deposit upon acceptance of the proposal. And balance prior to installation. For supply only, goods need to be paid for in full before pick up or delivery.
8. Evolved Floors takes no responsibility for the final choice of colour, design, suitability or quality.
9. All floor coverings will remain the property of Evolved until full and final payment has been received. We reserve the right if payment is not received to remove the floor coverings from the site.

INSTALLATION:

1. Prior to installation, the subfloor must be a minimum Class 1 Finish. Concrete Finish Class 1 Conditions are: *When a straightedge 3m long is placed on the surface at any position, no part of the surface shall be more than 3mm below the straightedge. When a straightedge 150mm long is placed on the surface at any position, no part of the surface shall be more than 1mm below the straight edge.*
2. Installation will be carried out to meet the AS2455.1-1995 standards for carpet floor finishing and will also be installed to meet individual manufacturer's specifications.
3. If the subfloor (meaning the surface that the new flooring is to be installed upon) has not been seen prior to installation, additional floor prep may be needed, and this will incur additional cost to the consumer.
4. The installation process may require seams and cross-joins and the appearance of these joins can be affected by light source and in particular the construction of the chosen product.
5. Installation will be carried out to meet the Australian standards for floor finishing and will also be installed to meet individual manufacturer's specifications.
6. After every installation, dust can be substantial, and we recommend covering up all cabinets and furniture prior to any installations.
7. After installation of floating floor systems we do not advise silicon and/or caulking to be applied to the base of skirting board, scotia or trims.
8. Evolved Floors strongly recommends its estimators undertake a site visit before you place an order to establish the correct room dimensions and whether any floor preparation is needed before confirming a price. If no such survey is undertaken or permitted by the customer, Evolved Floors may not be held liable for shortages or subsequent additional costs that may arise during installation. All such additional costs will be the responsibility of the customer.
9. Clients are responsible for removing furniture and breakables, fixture (including balustrades), disconnecting electric appliances such as ovens and fridges, as well as any wiring or other installations below 1 metre of the floor level shall be secured above that height. Clients are responsible to restore them after completion of our works.
10. The client must ensure to: Remove all furniture, stock, food and clothing or any other obstructions from the floor space in the work area (If applicable or otherwise agreed & listed in our quote which you have signed & agreed to).
11. The client must ensure to: Remove existing floor coverings as instructed by our staff (If applicable or otherwise agreed & listed in our quote which you have signed & agreed to).
12. The client must ensure to: Remove doors and door stops or tracks (if necessary) and ensure window furnishings will not obstruct the floor area. If you are unsure if doors need to be removed, please ask our staff.
13. If you are contracting our services to shift furniture, this includes only shifting mid-large items of furniture. We will not shift piano's, snooker tables or other such extremely heavy items. All other shifting remains the responsibility of the customer eg: glassware, ornaments, disconnection of entertainment systems or computers, stripping back the beds, removing clothing from work areas etc. Although care is taken with your items, we will accept no claim for any loss or damage incurred as a result of furniture shifting. We reserve the right to refuse to shift any item/s which presents a work health and safety issue or we perceive to be of fragile or of high value such as antique furniture.
14. It is not always possible to determine the condition of the sub floor prior to commencement of works. If at any point it is determined the floor requires extra work in order to allow for a successful installation, such works shall be quoted as an extra cost or explained in detail to allow the customer to rectify the issue. We take no responsibility for the failure of floor preparation carried out or applied by the customer or damage/ loss of the flooring as a result thereof.
15. Our installers will not remove or refit, plumbed in or wired in appliances such as toilet bowls, dishwashers or ovens etc. If these appliances are in place when we arrive on site, we will lay around them (if possible).
16. If Evolved employees or sub-contractors are asked by you or your representative to move any furniture, appliance or other item needing to be moved to accommodate the fitting of floor covering, Evolved Floors, its employees or sub-contractors may not be held liable for any damage as a consequence of the item's relocation.
17. Please email such requests to info@elfloors.com.au, 5 working days before installation date, otherwise the fitting will need to be rescheduled if Evolved Floors employees or sub-contractors arrive for installation and find the furniture and other items still need to be moved.
18. If Floorwerx employees or sub-contractors are asked by you or your representative to move any skirting board, furniture, Evolved Floors and it's employees or sub-contractors cannot be held responsible for any damage to existing skirting boards, furniture or decoration or walls, although care will always be taken in such undertakings to avoid any damage.

COLOURS

1. Supplies are made on the understanding that you have selected your products carefully and have made your own decision concerning your choice.
2. The colors of goods may vary slightly from that shown on the website due to limitations of browser software and monitors. It should be noted that natural products will vary in terms of shading.

DISPACHEMENT:

1. Please note that delivery will include box's weighting 14kg to 24kg or more.
2. We will advise of non availability of any goods displayed as information from suppliers becomes available to Evolved Floors.
3. Delivery of goods arrival to your location may vary.
4. Evolved Floors does not accept responsibility of late deliveries of good, as this is outsourced from a third party and or freight company.
5. You or your representative will need to be available at the delivery address. In the event that you are not available on pre-arranged date, you may be charged a re-delivery.
6. Deliveries are kerbside only. Deliveries can not be left outside on porches, garages or any other location. At this time, if you live above the ground floor we are unable to bring goods inside the building.
7. Please ensure inspection of goods immediately upon possession of delivery and satisfy yourself that goods are delivered in good condition. Any imperfections or damage, notify Evolved Floors immediately. Provide photos of damaged goods.
8. Evolved Floors does not accept claims once delivery driver has left the premises and/or unless consumer or representative has signed for as damaged on delivery.
9. We only deliver to Australian Address.

CUSTOMER GUIDES and WARNINGS:

1. The customer is to pay any amount of the GST variation or new government tax or charge imposed on or in respect of the transaction after the date of this agreement
2. The quoted prices are for laying to a total area. A meterage rate has not been quoted.
3. Because it is impossible to estimate the time it will take to complete each job, the Company cannot arrange for Layers to attend at any particular time of the day.
4. Clear and clean access of the areas to be laid must be given to Layers.
5. The customer is to provide adequate 240V power.
6. Whilst manufacturers make every effort to match dye lots, customers are warned that colour shades may vary from samples shown.
7. In the event the customer has a complaint about the product, the customer must allow access to inspect such complaint when the Company so wishes.
8. The colors of goods may vary slightly from that shown on the website due to limitations of browser software and monitors. It should be noted that natural products will vary in terms of shading.
9. In the event the customer has a complaint about the product, the customer must allow access to inspect such complaint when the Company so wishes.

HYBRID FLOORING:

1. This is a floating floor system
2. The perimeters require approx. 5mm gap to allow to expand & contract
3. We do not recommend to silicone / caulk to the base of the skirting board, scotia or trims
4. By adding silicone/caulking to the base it eliminates the floorings ability to expand or contract, and will void all warranty and claims

GUIDELINES FOR ALL INSTALLATIONS OF PRODUCTS:

1. Manufacturers Warranties available upon request
2. Manufacturers cleaning and maintenance guidelines available upon request
3. Evolved Floors are a distributor only, and manufacturer's guarantees apply.

DISCLAIMER:

1. Although the pictures of the flooring design set out on our website are as accurate as we can make them, different systems will offer a different quality and standard of image and reproduction. As a result, Evolved Floors does not guarantee that the image of the product produced on your device will match the product exactly and Evolved Floors will not be liable to you're for any apparent differences when the product has been manufactured in accordance with specifications. Evolved Floors can provide you with a standard colour detail on each design as well as samples at no charge when visiting the showroom. Carpet and timber samples are available to view in our showroom.
2. Evolved Floors has taken reasonable care to ensure the accuracy of materials and information provided on the website and updates the information regularly. However, information and products displayed on the website and your interpretation is the responsibility of yourself. Evolved Floors does not accept legal liability or responsibility for the accuracy or currency of materials or information.

INTELLECTUAL PROPERTIES:

You agree and acknowledge that all texts, graphics, videos, photographs, copyright, trademarks and any other intellectual property, material or content available within this website are owned by and shall remain the property of Evolved Floors and shall not be used without the written consent of the company.

CANCELLATION AND RETURNS:

1. All products are supplied by the company to the purchaser on a strictly non-return basis.
2. The purchaser understands that he or she is not entitled to any refunds.

At Evolved Floors we value feedback and any comments are very important to us! Because we value you as a customer, we would really appreciate it if you could leave us some feedback. We welcome any comments, good or bad.

If you have any questions please don't hesitate to contact us at info@elfloors.com.au or call 07 55396260.