

# Terms and Conditions

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

## I. PAYMENT TERMS

- **For Supply only;**

1. Payment terms are **full payment** is required before delivery of the product.
2. Payments can be made using cash, Credit/Debit Card or direct bank transfer.
3. We accept MasterCard and Visa which will attract a 1.5% Service Fee.
4. Goods will be dispatched immediately on clearance of payment.

- **For Installation;**

1. Payment terms are payment immediately upon completion, unless otherwise specified;
2. A **50% deposit** is due upon accepting the quote, an additional **40% before installation**, and **10% balance** “payment on completion”;
3. We accept MasterCard and Visa – which will attract a 1.5% Service Fee;
4. Once date is secured and the deposit is paid, it is not refundable but the dates can be changed with time manner.
5. Please note that all flooring will remain the property of Evolved Floors until 100%payment is received.
6. Evolved Floors does not retain any credit card details.
7. Any “late payments” may be subject to additional charges. Overdue Invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Sellers sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
8. Non-Payment of invoice will be handed to the debt collection agency , and all related fees will be added to unpaid debts.

## II. THE PROPOSAL (QUOTE):

1. The proposal is valid for 30 days from the date of receipt. The proposal 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;
2. Additional charges *will* occur when other trades have not left the site clean for installation;
3. Your acceptance of our proposal will assume your understanding of all included details, and you are agreeing to all our terms and conditions listed at the bottom of the proposal;
4. Our proposal is subject to “on-site” measurements, or agreeing with plans provided.
5. Payment must be made by credit card, cash, or direct debit only;
6. Our terms for **supply & installation** require a **50% deposit** upon acceptance of the proposal. an additional **40% before installation**, and **10% balance** “payment on day of completion”;
7. **Supply only** requires full payment in cleared funds **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 Floors 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.
10. Orders cannot be canceled without the supplier’s consent and then, only under terms that will indemnify the company against any loss.

### III. INSTALLATION:

1. Prior to installation, The Subfloor must be a minimum Class 1 finish. Concrete Finish Class 1 conditions are: *When a straightedge 3 m long is placed on the surface at any position, no part of the surface shall be more than 3 mm below the straightedge. When a straightedge 150 mm long is placed on the surface at any position, no part of the surface shall be more than 1 mm below the straightedge.*
2. Installation will be carried out to meet the Australian standards for floor finishing and will also be installed to meet individual manufacturer's specifications.
3. If the subfloor has not been seen prior to the installation, please note that extra floor prep may be needed, and this will attract an additional cost.
4. After every installation, dust can be substantial, and we recommend covering up all cabinets and furniture prior to any installations.
5. It is the Clients responsibility to have all areas clean and clear to enable scheduled work to be completed by Evolved Floors installers.
6. 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.
7. 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.
8. 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 agreed to).
9. 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 agreed to).
10. 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 your sales representative.
11. If you are contracting our services to shift furniture, this includes only shifting mid-large items of furniture. Please ensure all items of furniture have been emptied. 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.
12. 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.
13. 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).
14. If Evolved Floors 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.
15. Please email requests to move any furniture to: [info@elfloors.com.au](mailto: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.

16. In the unlikely event of any damage incurred to your walls or doors during installation, please notify Evolved Floors immediately, within 24 hours. We will not accept any damage claims to walls or doors etc after 24 hours after the installation was completed.
17. If Evolved Floors 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.
18. In the eventuality the doors will be too low, (example: due to a thicker pile carpet being installed) or there might be a gap under the doors, it is the customer's responsibility to trim doors, and we recommend employing a professional carpenter to trim or adjust doors. Evolved Floors may not be held liable for height differences between the new installation and existing doors. All such additional costs will be the responsibility of the customer.
19. Carpet Installation. When the carpet selected is too thin, the spikes on the grippers at the perimeter of the room may protrude through the carpet. To avoid this, we recommend choosing a better quality carpet. To rectify the problem, we recommend knocking the tops of the spikes down gently using a hammer, so you don't feel them through the carpet but they will still hold the carpet down.
20. Installation warranty applies for 12 months from installation.
21. Installation defect complaints must be received via email to [info@elfloors.com.au](mailto:info@elfloors.com.au) within 2-3 days of installation and defect with access to be given to company for a representative to view/review.

#### **IV. 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 always been quoted on.
3. Please allow for a 5% extra of your total area. Example, if your room is 100 sqm total, you should order at least 105 sqm of product.
4. 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.
5. Clear and clean access of the areas to be laid must be given to Installers.
6. The customer is to provide adequate 240V power.
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. All complaints must be sent via email to [info@elfloors.com.au](mailto:info@elfloors.com.au) within 2 – 3 business days of installation, and a representative will contact you for access to review and view product and or installation.

#### **V. DISCLAIMER:**

1. Colour. Although the pictures of the flooring designs set out on our website are as accurate as we can make them, different computers offer different quality and standards of image and reproduction. As a result, Evolved Floors does not guarantee that the image which is produced on your computer will match the product exactly and Evolved Floors will not be liable to you for any apparent differences when the product has been manufactured in accordance with its specifications. However, Evolved Floors is able to provide you with standard colour details on each of our designs as well as samples of vinyl planks at no charge. Carpet and timber samples are available to view in our showroom.

2. Information. Evolved Floors has taken reasonable care to ensure the accuracy of the materials and information provided on this website and updates the information regularly. However, you rely on the materials and information displayed on this website at your own risk. Evolved Floors cannot guarantee and does not accept legal liability or responsibility for the accuracy or currency of any materials or information.

#### **VI. DISPATCHMENT:**

1. Please note that the delivery will include boxes weighing around 24 kg.
2. We will advise on non availability of any goods displayed and point out that they may be discontinued at any time by any manufacturer, although we endeavour to keep the website constantly updated.
3. Goods delivered normally arrive between 8:00 AM and 6:00 PM, Monday to Friday. We will contact you with a delivery date once the order has been accepted. We aim to deliver within 5-10 working days however no liability is accepted for any costs, expenses or damages arising from any delay.
4. You are strongly advised not to book tradesmen or services or make other arrangement to deal with the installation of the goods until those goods are in your possession. Any such arrangements are made at your own risk.
5. You or your representative will need to be available at the delivery address. In the event that you are not available to provide a signature on the pre-arranged date, then you may be charged for re-delivery. Due to insurance restrictions deliveries can only be made to the kerb-side nearest to the delivery address. Deliveries cannot be left outside in porches, garages or any other location. At this time, if you live above the ground floor (i.e. in a flat) we are unable to bring the goods inside the building.
6. Please ensure that you inspect the goods immediately upon delivery and satisfy yourself that the goods are delivered in perfect condition. If you detect any imperfections or damage please ensure you notify us immediately. Whenever possible please photograph the damaged goods immediately and provide copies to us. Please note that no claim for damage can be entertained once the delivery driver has left the delivery address unless signed for as damaged on delivery.
7. Please note: We only deliver to Australian addresses.

#### **VII. 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.

#### **VIII. DAMAGED AND LOST PRODUCTS:**

1. For each order, the Purchaser must notify the Company in writing if the items are short delivered, damaged or have any defects at the time of delivery and within 3 days of receipt by the purchaser or else the order is deemed to have been fulfilled in full by the company.

#### **IX. PRODUCT GUARANTEE**

1. Any product guarantee will be affected and possibly void in the event of any of the following:
2. If you do not use a suitable damp proof membrane on ground floors, or
3. [If you do not have the flooring fitted correctly, or](#)
4. [If you do not use the correct adhesive for vinyl plank installation, or](#)
5. If you do not use the correct underlay, or
6. Damage through incorrect installation care and maintenance, or
7. [Fading or discolouring from direct sunlight, or](#)

8. Water damage, insect infestation, man-made or natural disaster, stains or mechanical damages to the surface that is caused by incorrect treatment, use or storage (damage by high heel shoes, furniture, stones pets etc)
9. Warranty is nullified if product is renovated or repaired after installation (unless repaired by Evolved Floors contractor)
10. You fail to observe the manufacturer's instructions or recommendations.
11. Evolved Floors is a distributor only, and manufacturer's guarantees apply.

## **X. 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 colours 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.

## **XI. 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.

## **XII. CONSUMER RIGHTS**

None of the above Terms and Conditions affects your statutory consumer rights.