

Terms and Conditions

Please make sure you read our full terms and conditions. By accepting any quotes or works by Queensland Flooring Centre, you are agreeing to the terms and conditions outlined below.

Quotes

Queensland Flooring Centre reserve the right to withdraw a quote at any time if:

- We conclude the works quoted is risky and can cause future problems.
- We have reasonable concern that you cannot commit to the agreed costs of the works.
- Product or contractors are unavailable within your expected timeframe.

Queensland Flooring Centre is not liable for any loss or damages due to withdrawing a quote and will refund any payments or deposits paid, less any costs incurred to return products ordered from suppliers and contractors charges, if any.

It is your responsibility to read carefully through your quote. If the product in the quote is not what you selected or the areas to be installed are not listed correctly, please let us know as soon as possible. Any expenses incurred due to missed areas not stated in the quote, or the wrong product selection are not the responsibility of Queensland Flooring Centre.

We are not reliable for any works to be done which is not stated in the accepted quote. Please advise us prior to accepting a quote if there is any works missing which is not specifically written into the quote.

Supply-only orders:

“Supply-only orders” are orders which you are sourcing your own contractor or installer to complete the works.

We recommend the installer you choose is of high skill level and experienced. It is important to read and abide by the installation guides for any product purchased from Queensland Flooring Centre prior to installation. Installation guides can often be found on the suppliers’ websites or alternatively a Queensland Flooring Centre employee can provide a copy specific to the product which you purchased. At the best of our abilities, we endeavour to provide accurate and correct installation advice, however our advice does not over-rule manufacturers guidelines.

We do not take responsibility for the quantities purchased for a supply-only order. If a Queensland Flooring Centre representative conducted a site measure and gave a recommendation for quantities, this is a recommendation only and we do not accept the responsibility of a short or over order.

Orders Including Installation by Queensland Flooring Centre:

Furniture

Unless otherwise states, furniture is not the responsibility of the installer or Queensland Flooring Centre. If furniture is included in the works and stated on the quote, please ensure that any movable cabinets, bedside tables, or wardrobes are emptied to allow for a reasonable weight for moving. Desks and display cabinets

also need to be emptied, and linen on beds are to be removed. Queensland Flooring Centre is not responsible for any breakages of furniture or damage caused by moving furniture.

Floor Preparation

Often, sub-floor preparation cannot be quoted prior to installation date especially if existing floor coverings are installed. On the day of installation, if any floor preparation needs to be done, we will provide a quote prior to proceeding. You have a right to reject this quote and seek alternative solutions.

We have the right to refuse to complete the works if the subfloor does not comply with supplier specifications. If you choose to terminate the installation due to floor preparation costs, we can refund you deposits or moneys paid, less any costs incurred to return products ordered from suppliers and contractors charges, if any.

Our contractors

Our contractors are experienced and of high skill level. We agree to rectify any product faults, damages or installation errors unless the faults or damages are caused by other tradespersons on site, or by improper usage post installation.

We are not reliable for any loss or damages caused by a delay in the product arrival, or installation dates. If a contractor we use cannot complete the job by the desired timeframe, we cannot be held responsible.

We are not reliable for any loss or damages caused by our contractors during, or after installation. Please refer to the terms and conditions of our contractors. For a copy of our contractors' terms and conditions, please contact a Queensland Flooring Centre staff member.

Queensland Flooring Centre accepts full responsibility for shortage of product for your job if we are appointed to conduct the installation. This means we will cover expenses and product cost to complete the job. Often there may be an oversupply of product for installation, this is a precaution we take when ordering to make sure we do not fall short of product on the job. This oversupply is not refundable but is recommended to keep for yourself encase you need to make any repairs in the future.

Payment Schedule

A 50% deposit is required to proceed with a quote. No stock will be ordered until the deposit is paid, and proof has been provided to us. No installation dates can be finalised until deposit is paid, and proof has been provided to us.

We do not take responsibility for delays in stock or installation dates if there is a delay in the deposit being paid after an agreed installation date has been discussed and stock availability checked.

The final balance payment is due immediately after installation. Failure to pay the balance immediately may incur an account service fee of 1.5 per cent per month.

If electing to pay via credit card, a 1% surcharge may apply at the discretion of Queensland Flooring Centre.

Early termination of order

If you choose to terminate the order after paying a deposit, you are responsible to pay any expenses from suppliers or contractors which have already been charged to Queensland Flooring Centre. You may not be liable for the entire product cost, but rather a return fee in accordance with the suppliers or manufacturers return policy.

Warranties

Queensland Flooring Centre makes has no responsibility or guarantees to the suitability of the product, and no representations, warranties or guarantees as to the quality of the goods, apart from the following:

1. Warranties and guarantees given by the manufacturer or supplier.
2. Warranties and guarantees required by law.

No losses or damages will be the responsibility of Queensland Flooring Centre for wrongful or incorrect use and installation of any products purchased.

Indemnity and liability

The Customer indemnifies and keeps indemnified the Supplier, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Customer) against the Supplier or, for which the Supplier is liable, in connection with any loss arising from or incidental to the provision of Goods and/or Services, any Order or the subject matter of these terms and conditions including, but not limited to, any legal costs incurred by the Supplier in relation to meeting any claim or demand or any party/party legal costs for which the Supplier is liable in connection with any such claim or demand. This provision remains in force after the termination of these terms and conditions.

The Customer acknowledges and understands that there may be colour variations in flooring products ("shading"), which is inherent in flooring products (including but not limited to ceramic tiles, carpeting, and wooden boards), from the sample to the delivered product and the sample is indicative only of the shade and finish.

The Customer also acknowledges that shading is not a manufacturing fault and that neither the manufacturer nor the Supplier will accept liability for any flooring products which may be affected by shading.

The Supplier is not liable for any loss caused to the Customer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.

In relation to the supply of Goods, the Supplier's liability is limited to:

- (a) Replacing the Goods or supplying similar goods;
- (b) Repairing the Goods;
- (c) Providing the cost for replacing the Goods or for acquiring equivalent Goods; and/or
- (d) Providing the cost for having the Goods repaired.

In relation to the supply of Services, the Supplier's liability is limited to:

1. supplying the Services again; or
2. providing for the cost of having the Services supplied again.

The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Customer.

Every exemption from liability to which the Supplier is entitled under these terms and conditions will extend to protect any subcontractor, employee or agent of the supplier and for the benefit of such persons they shall be deemed to be parties to the contract between the Customer and the Supplier.