MARQUEE CARPETS LIMITED
TERMS AND CONDITIONS OF SALE

Effective from April 2026

These Terms and Conditions govern the sale and supply of Goods and Services by Marquee Carpets Limited. By placing an Order with the Company, the Customer agrees to be bound by these Terms and Conditions. Please read them carefully before ordering.

1. Definitions and Interpretation

In these Terms and Conditions the following definitions apply:

"Company", "we", "our", "us"	Marquee Carpets Limited (Company Registration No. 7825813, VAT No. 124 6692 08), whose registered office is at Chalice House, Bromley Road, Colchester, Essex CO7 7BY.
"Customer", "you", "your"	The person, firm, or company who purchases Goods and/or Services from the Company.
"Consumer"	An individual acting for purposes wholly or mainly outside that individual's trade, business, craft or profession.
"Trade Customer"	A Customer acting in the course of a business, trade, craft or profession.
"Goods"	Carpets, vinyl, matting, event grass, flooring accessories, and any other products supplied by the Company.
"Services"	Any installation, fitting, or advisory services provided by the Company or arranged on the Customer's behalf.
"Order"	The Customer's order for Goods and/or Services as set out in the Order Confirmation.
"Order Confirmation"	The Company's written acceptance of the Customer's Order.
"Quotation"	A written estimate provided by the Company for the supply of Goods and/or Services.
"Cut-to-Order Goods"	Any Goods that have been cut, trimmed, or otherwise customised to the Customer's specific measurements or requirements.
"Working Day"	Any day other than a Saturday, Sunday, or public holiday in England.

1.1 These Terms and Conditions apply to all Orders placed with the Company and form the basis of the contract between the Company and the Customer. No variation of these Terms shall be binding unless agreed in writing by the Company.

1.2 Where the Customer is a Consumer, nothing in these Terms and Conditions affects the Customer's statutory rights under the Consumer Rights Act 2015 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2. Quotations and Orders

2.1 All Quotations are valid for a period of seven (7) days from the date of issue, unless otherwise stated in writing. Prices quoted are subject to availability at the time the Order is placed.

2.2 No Order shall be deemed accepted until the Company has issued an Order Confirmation. The Company reserves the right to decline any Order at its discretion.

2.3 It is the Customer's responsibility to ensure that the terms of the Order and any measurements or specifications supplied are complete and accurate.

2.4 The Company will use reasonable endeavours to fulfil all Orders but shall not be liable for any failure to supply Goods where stock is unavailable. In such cases the Customer will be notified promptly and offered the option to wait for restocking, accept an alternative, or cancel the affected items without penalty.

2.5 Any advice or recommendations provided by the Company regarding product suitability are given in good faith and based on information supplied by the Customer. The Company shall not be liable for any loss arising from reliance on such advice where the Customer has not provided full and accurate details of the intended use.

3. Prices and VAT

3.1 All prices are quoted in pounds sterling (£ GBP). Unless otherwise stated, prices quoted to are exclusive of VAT.

3.2 VAT will be charged at the standard rate of 20% on all taxable supplies.

3.3 The Company reserves the right to adjust prices to reflect changes in the cost of materials, exchange rates, or other factors beyond its control. Any such changes will be communicated before Order Confirmation and will not apply to Orders already confirmed.

3.4 Carpet and flooring products sold by the roll are priced at the roll rate only when taken as a single uncut piece. If cutting is required, the higher cut-length price applies.

3.5 Industry-standard tolerances apply to roll widths (±1.25%) and lengths. The Company does not accept liability for minor variations within these tolerances.

4. Payment

4.1 Payment terms are as follows:

(a) New Customers: Payment in full is required before Goods will be dispatched or released for collection. Accepted payment methods are debit/credit card or bank transfer (BACS).

(b) Trade Account Customers: Where a credit account has been approved by the Company, invoices are payable promptly and in any event no later than thirty (30) days from the date of invoice, unless alternative terms have been agreed in writing.

(c) Cash on Delivery (COD): Where agreed, payment must be made in full at the point of delivery. Failure to pay on delivery may result in the Goods being returned and the Customer being liable for additional delivery charges.

4.2 The Company accepts payment by debit card, credit card, and bank transfer (BACS). Payment by cheque may be accepted at the Company's discretion but Goods will not be released until the cheque has cleared.

4.3 Credit accounts are offered at the sole discretion of the Company and may be subject to credit checks. The Company reserves the right to withdraw, suspend, or amend credit facilities at any time and for any reason, including where the Customer's account balance exceeds the agreed credit limit.

4.4 Where payment is overdue, the Company reserves the right to: (a) suspend further deliveries until the account is brought up to date; (b) charge interest on the overdue amount at the statutory rate of 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and (c) claim reasonable debt recovery costs as permitted by that Act.

4.5 Title to and ownership of the Goods shall not pass to the Customer until the Company has received payment in full for all Goods and any other sums due from the Customer to the Company.

5. Delivery

5.1 Delivery will be made to the address specified in the Order Confirmation. The Company delivers throughout the United Kingdom using its own fleet of vehicles and/or third-party couriers.

5.2 A minimum order value of £200.00 (excluding VAT) applies for delivery, depending on delivery location/date. Orders below this value must be collected from the Company's premises.

5.3 Delivery dates and times are provided as estimates only and are not guaranteed. The Company shall use reasonable endeavours to meet estimated delivery dates but shall not be liable for any loss, damage, or expense arising from late delivery.

5.4 The Customer (or an authorised representative) must be available to accept delivery at the agreed address. Deliveries are made to the nearest accessible ground-floor point. The Company's drivers are not required to carry Goods upstairs, through narrow access, or into areas that pose a health and safety risk.

5.5 If delivery cannot be completed due to the Customer's absence, incorrect address details, or inaccessible delivery location, the Company reserves the right to charge for re-delivery. The Customer shall bear any additional costs incurred.

5.6 The Customer must inspect the Goods upon delivery and note any visible damage or shortage on the delivery note before signing. Failure to note damage at the point of delivery may affect the Customer's ability to make a claim under Clause 8.

5.7 Collection is available from the Company's warehouse at Unit 8, Maxwells West, Great Cambridge Road, Cheshunt, Hertfordshire, EN8 8XH during normal business hours (Monday to Friday, 8:00am to 5:00pm), by prior arrangement.

6. Risk and Title

6.1 Risk in the Goods shall pass to the Customer: (a) upon delivery to the delivery address specified in the Order; or (b) upon collection from the Company's premises, whichever applies.

6.2 Notwithstanding delivery and the passing of risk, title to and ownership of the Goods shall remain with the Company until the Company has received payment in full for all sums due in respect of the Goods and all other sums owing by the Customer to the Company (retention of title).

6.3 Until title has passed, the Customer shall: (a) hold the Goods as the Company's fiduciary agent and bailee; (b) store the Goods separately and ensure they are identifiable as the Company's property; and (c) not remove, deface, or obscure any identifying marks on the Goods.

6.4 The Company shall be entitled to recover the Goods if payment is not received in full by the due date. The Customer grants the Company an irrevocable licence to enter any premises where the Goods are stored for the purpose of recovery.

7. Cancellations

Trade Customers

7.1 Orders may be cancelled by the Customer prior to dispatch by contacting the Company in writing or telephone. No cancellation fee will apply if the Goods have not been cut or dispatched.

7.2 Cut-to-Order Goods cannot be cancelled once cutting has commenced. The Customer shall be liable for the full value of such Goods.

Consumers (Distance Sales)

7.3 Where the Customer is a Consumer and the Order was placed at a distance (e.g. by telephone, email, or online), the Customer has the right to cancel the Order within fourteen (14) days of receiving the Goods, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

7.4 This right of cancellation does not apply to Cut-to-Order Goods which have been made to the Consumer's specification, as these are exempt under Regulation 28(1)(b) of the Consumer Contracts Regulations.

7.5 To exercise the right to cancel, the Consumer must inform the Company in writing. Goods must be returned at the Consumer's expense in their original, unused condition. Any refund will be made within fourteen (14) days of the Company receiving the returned Goods or evidence of their return, whichever is earlier.

8. Returns and Refunds

Cut-to-Order Goods

8.1 Cut-to-Order Goods are non-returnable and non-refundable. This is standard practice in the flooring trade and reflects the fact that Goods cut to specific measurements cannot be resold.

Stock Items (Uncut / Full Rolls)

8.2 Uncut, undamaged stock items may be returned within seven (7) days of delivery or collection, subject to the following conditions:

(a) The Company has been notified in writing and has authorised the return in advance.

(b) The Goods are returned in their original condition, unused, clean, dry, and in the original packaging where applicable.

(c) A restocking charge of fifteen percent (15%) of the Goods' value will be deducted from any refund or credit note.

(d) The Customer shall be responsible for the cost of returning the Goods to the Company's premises, unless the return is due to an error by the Company.

Damaged or Faulty Goods

8.3 Any damage, defect, or shortage must be reported to the Company in writing within forty-eight (48) hours of delivery. Claims made after this period may not be accepted. The Customer must retain the Goods and packaging for inspection.

8.4 Where the Company accepts that Goods are damaged or faulty, the Company will, at its option: (a) replace the Goods; or (b) issue a refund or credit note for the affected items. The Company's liability shall not exceed the invoice value of the Goods in question.

8.5 The Company shall not be liable for damage caused by improper storage, handling, or installation of the Goods after delivery.

9. Samples

9.1 Samples are available free of charge and may be requested via the Company's website, by telephone, or by email. A maximum of five (5) sample swatches may be requested per enquiry. Requests exceeding this may be subject to a handling charge at the Company's discretion.

9.2 Samples are provided as a close representation of the Company's products only. Due to the nature of carpet, vinyl, and flooring materials, variations in colour, texture, and shade may occur between samples and the supplied Goods. Such variations are inherent in the manufacturing process and do not constitute a defect.

9.3 Dye lot variations may also occur between production batches. Where colour consistency is critical (for example, across a large event installation), the Customer must specify this requirement at the time of ordering so that the Company can endeavour to supply Goods from the same dye lot.

10. Installation Services

10.1 Where the Company provides or arranges installation services, these are subject to a separate installation agreement and quotation.

10.2 Unless stated otherwise in writing, the Company acts as an agent in arranging installation through independent, qualified fitters. The contract for installation is between the Customer and the installer, and the installer is responsible for the quality of workmanship.

10.3 Installation charges are quoted separately and are payable upon completion of the installation, unless otherwise agreed.

10.4 It is the Customer's responsibility to ensure that: (a) the site is accessible, cleared, and safe for the installer to work; (b) the sub-floor is clean, dry, level, and in a condition suitable for the flooring to be laid; and (c) all existing floor coverings, furniture, and obstacles have been removed from the installation area unless uplift has been quoted for.

10.5 The Company shall not be liable for any defects in installation arising from unsuitable sub-floor conditions that were not visible or disclosed at the time of survey or quotation.

10.6 Where the Company is requested to install Goods for an event or temporary use, the Customer acknowledges that event-grade products are designed for short-term use and the Company shall not be liable for wear, marking, or deterioration arising from normal event conditions.

11. Product Information and Suitability

11.1 The Company takes all reasonable steps to ensure product descriptions, images, and specifications are accurate. However, the Company cannot guarantee that colours as displayed on screens or in printed materials will exactly match the delivered product.

11.2 The Customer is responsible for ensuring that the products ordered are suitable for the intended use. The Company recommends that Customers review samples and product data sheets before ordering.

12. Limitation of Liability

12.1 Nothing in these Terms and Conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any matter for which it would be unlawful to exclude or restrict liability.

12.2 Subject to Clause 12.1, the Company's total liability in contract, tort (including negligence), misrepresentation, or otherwise arising in connection with the performance or contemplated performance of any Order shall be limited to the total value of the Order in question.

12.3 The Company shall not be liable for any indirect, consequential, or special loss, including (without limitation) loss of profit, loss of revenue, loss of anticipated savings, loss of business opportunity, or any similar loss, whether arising in contract, tort, or otherwise, even if the Company has been advised of the possibility of such loss.

12.4 The Company shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control (Force Majeure), including but not limited to: acts of God, fire, flood, severe weather, pandemic, epidemic, strikes, industrial action, failure of suppliers, transport delays, import restrictions, or government action.

13. Data Protection

13.1 The Company will process personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Personal data provided by the Customer will be used for the purposes of fulfilling Orders, managing the Customer's account, and communicating regarding orders and deliveries.

13.2 The Company may share personal data with third parties where necessary for the performance of the contract, including delivery partners, couriers, payment processors, and where applicable, installation contractors.

13.3 Full details of how the Company collects, uses, and protects personal data are set out in the Company's Privacy Policy, available on request or on the Company's website.

14. General Provisions

14.1 These Terms and Conditions, together with any Order Confirmation, constitute the entire agreement between the Company and the Customer and supersede all prior agreements, representations, and understandings.

14.2 The Company may amend these Terms and Conditions from time to time. The Terms in force at the time the Order is placed shall apply to that Order.

14.3 If any provision of these Terms is found by any court or regulatory body to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the remaining provisions.

14.4 A waiver of any right or remedy under these Terms is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

14.5 No third party has any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999.

14.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Complaints

15.1 Any complaints should be addressed in writing to the Company at:

Marquee Carpets Limited

Unit 8, Maxwells West, Great Cambridge Road, Cheshunt, Hertfordshire, EN8 8XH
Email: enquiries@marqueecarpets.com
Telephone: 01992 629 624

15.2 The Company will acknowledge receipt of a complaint within two (2) Working Days and will endeavour to resolve the matter as quickly as reasonably possible.

END OF TERMS AND CONDITIONS

These Terms and Conditions are available on the Company's website at www.marqueecarpets.com and a copy will accompany all Order Confirmations. For queries regarding these Terms, please contact the Company using the details in Clause 15.