

Cavendish deVere commercial flooring terms

Flooring supply installation and related services for business customers

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These terms cover commercial flooring supply, preparation, installation and related services provided by Cavendish deVere Services Limited. Your quotation and completed schedules identify the customer, scope of work, payment arrangements and agreed project requirements. The schedules form part of the contract when completed for your order.

1 Parties scope and definitions

1.1 We are Cavendish deVere Services Limited, trading as Cavendish deVere, registered in England and Wales under company number 09189490. Our VAT registration number is GB 214 2384 38. Our registered office is 60 Tottenham Court Road, Suite 1152a, Fitzrovia, London W1T 2EW. Our trading and warehouse address is Zeal House, Unit 19, 8 Deerpark Road, Wimbledon, London SW19 3UU. Contact info@cavendishdevere.com or 020 8135 9452. Our website is www.cavendishdevere.com. General enquiries may also be sent by WhatsApp to 07723 467119. Payment enquiries should be sent to accounts@cavendishdevere.com; contractual notices must be served as set out in clause 24.

1.2 You are the legal person identified as customer in the accepted quotation. These terms apply where you contract for business purposes. An individual acting wholly or mainly outside their trade or business must receive our domestic terms instead; describing an order as commercial does not remove consumer status. A landlord's or sole trader's status depends on the actual purpose, not merely the property type.

1.3 The quotation must identify whether you contract as owner, tenant, principal contractor or another direct client, with your legal name, company number where applicable, address and authorised representative. A trading name, project name, group company or site address is not a substitute for that identity. The person requesting a quotation or making payment is not automatically the debtor.

1.4 A representative placing an order confirms their authority to bind the identified customer. Any personal guarantee requires a separate express agreement with the proposed guarantor; it is not created by a routine signature on behalf of a company. Changes of customer or transfer of liability require an express agreement with us.

1.5 The works are the supply, preparation, fitting and related services identified in the quotation and approved variations. A variation is an agreed change to scope, quantities, specification, sequence, access or programme. Practical completion has the meaning in clause 18. Days are calendar days unless working days are specified. Working days are Monday to Friday excluding public holidays in England.

1.6 Construction Act means Part II of the Housing Grants, Construction and Regeneration Act 1996 as amended. Scheme means the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended, as applicable to the site. Statutory rights and mandatory provisions prevail over inconsistent wording. This contract is intended for works in England and Wales; works elsewhere require a reviewed schedule.

2 Estimates quotations and contract documents

2.1 An estimate, including one based on video or customer measurements, is an indication subject to its stated assumptions. A quotation identifies a fixed price, remeasurement or allowance basis for the defined works. It is not a structural or intrusive building survey. A fixed price does not increase or decrease merely because the work takes more or less time than anticipated.

2.2 The quotation states its validity period and any genuine condition concerning inspection, credit approval, availability or our later written acceptance. Unless such a condition is expressly stated, the contract is made when you clearly accept our final quotation after receiving these terms. Acceptance may be by electronic approval, signature or a recorded communication identifying the quotation. A deposit can constitute acceptance only where the offer expressly provides for that and the terms were supplied before payment.

2.3 We send the accepted documents in a form you can retain. The contract comprises, in descending priority, an expressly agreed variation for the matter it changes, expressly agreed project-specific terms, the accepted quotation and schedules, and these terms. Any proposed departure from the payment, liability or dispute provisions must identify the provision being replaced and be expressly agreed by authorised representatives. Mandatory law prevails.

2.4 Your purchase order is an administrative record unless we expressly agree its contractual terms. We do not accept different terms merely by acknowledging a purchase order, quoting its number or attending site. Where your order purports to impose conflicting terms, both parties should resolve the conflict before work or procurement begins. This clause does not claim to undo a different contract already formed by the parties' communications or conduct.

2.5 The agreement is intended to record the bargain for the works. Please identify any material promise missing from it before acceptance. Staff must record commercial concessions and variations in writing. Nothing excludes fraud or liability for a representation which cannot lawfully or reasonably be excluded. We do not rely on a blanket disclaimer of every oral statement to contradict what was actually agreed.

2.6 Representatives authorised to approve commercial changes are named in the quotation. Site instructions from other trades or an occupier do not automatically authorise extra cost or a change in specification. Written approval includes an identifiable email, portal confirmation or retained message. Where actual or apparent authority or an alleged oral instruction is disputed, the facts and applicable law determine its effect.

2.7 We may correct an error before acceptance and offer revised terms. After formation, changes require agreement or a lawful contractual mechanism. A later website update or unilateral email does not amend this contract. The accepted version remains available in the project record.

3 Design information measurements and inspections

3.1 Before quotation, provide accurate plans, dimensions, room uses, traffic and loading, floor build-ups, fire, slip, hygiene and acoustic requirements, underfloor heating details, opening deadlines and known substrate issues. Identify design responsibility and any specification prepared by an architect, employer or consultant. We undertake design only to the extent expressly identified in the quotation, using reasonable skill and care, without an unagreed fitness-for-purpose design guarantee.

3.2 We remain responsible for selecting a suitable product where that is part of our agreed service and for warning of obvious inconsistencies or unsuitable instructions. A customer specification does not oblige us to carry out unsafe or plainly defective work. Regulatory certification, structural engineering, acoustic testing or specialist design is included only where itemised.

3.3 If you instruct us to order on your measurements, the quotation records that allocation. You are responsible for their accuracy, including stairs, winders, recesses, direction and matching allowances. We remain responsible for our own errors and for reasonable interpretation and checking of obvious discrepancies. Any necessary extra work caused by incorrect customer information is assessed under clauses 8 and 11.

3.4 Our measurement service is not automatically included in a remote estimate. Its fee, report content and any credit against the installation are stated before booking. A non-intrusive visit does not establish concealed

conditions. We retain responsibility for the tests and checks reasonably required of a competent flooring contractor before installation.

3.5 Supply available asbestos surveys, service drawings, substrate reports, moisture results and commissioning records sufficiently early for proper planning. We assess whether the information is adequate for our work and request further investigation where needed. Supplying a report does not automatically transfer responsibility for our own installation judgement to you.

4 Visits appointment windows and attendance

4.1 Measuring and inspection appointments normally use a two-hour arrival window. We notify you promptly of significant delay and seek a mutually workable replacement time. Separately booked inspections, measurement reports, weekend visits and call-outs carry only the fee and scope disclosed when booked.

4.2 A free quotation visit may be cancelled without charge. For a paid attendance, give at least 24 hours' notice if access will not be available. A late cancellation or missed appointment is chargeable for the actual reasonable net loss, capped at the disclosed visit fee after savings and replacement work. A charge is not payable to the extent caused by our failure.

4.3 Installation cancellation and postponed reserved crews are governed by clause 8 rather than the appointment fee. There is no duplicate charge for the same lost attendance. Any measurement fee credited against a subsequent order is identified in the quotation.

5 Price procurement and payment obligations

5.1 Prices are exclusive of VAT unless expressly stated otherwise. The quotation identifies the VAT treatment, price basis, materials, labour, preparation allowances, deliveries, moving, waste and access costs. A fixed scope has a fixed price; measured items are valued at the stated units and rates. We do not charge for correcting our own mistakes or avoidable waste.

5.2 The quotation must state any deposit or procurement advance and the materials or commitment it funds. No particular deposit percentage is implied by these terms. Unless we expressly approve credit in writing, procurement commitments and commencement are conditional on receipt of the agreed advance. A waiver is limited to the order and terms expressly agreed; payment promises must be recorded.

5.3 Construction-work payments follow clause 7. A customer purchase-order process, internal approval, certification under another contract, funding arrangement or payment by your own client does not extend our due dates or make payment conditional on another person's payment or performance. No retention is permitted unless its amount, basis and release dates are expressly agreed in the payment schedule and lawful at the time.

5.4 For a supply-only order or service to which clause 7 does not apply, the quotation states payment milestones. If none are stated, goods are payable before dispatch and a service balance is payable on completion and receipt of its invoice. A materially different arrangement must be agreed before acceptance. Actual completion, not an upload alone, determines whether the service milestone is reached.

5.5 Payments must go to the company using the agreed method. Fitters are not authorised to accept cash, redirect funds or agree credit. Confirm a changed account using a known office contact. We investigate apparent-authority or payment-fraud issues for which we may be legally responsible rather than automatically disregarding evidence of payment.

5.6 Identify disputed items and the amount and calculation of any proposed deduction promptly. For construction payments, any deduction from a notified sum must meet clause 7 and applicable law. For other payments, pay the undisputed balance and exercise any available set-off lawfully. There is no deduction merely

because you prefer a lower price after receiving an agreed service, but these terms do not decide a genuine defect or valuation dispute conclusively in our favour.

5.7 On qualifying overdue commercial debts we may claim statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 at the applicable statutory rate, currently eight percentage points above the relevant Bank of England reference rate, together with the statutory fixed compensation and further reasonable recovery costs where legally recoverable. Current fixed sums are £40 for a debt below £1,000, £70 from £1,000 to below £10,000, and £100 at £10,000 or more. These amounts follow applicable law as amended; there is no repeated fixed charge for each reminder or double recovery.

5.8 There are no automatic percentage invoice penalties. Court, adjudication, legal and collection costs are recoverable only where the law, a valid agreement or the relevant decision permits. This clause does not transfer our own adjudication representation costs to you automatically.

5.9 Any legally required CIS deduction or VAT domestic reverse charge must be supported by the correct status and information before invoicing. CIS is not a blanket deduction from materials or the whole invoice. You must provide the required deduction statement and remit properly. A statutory deduction is not discretionary retention; both parties will correct genuine tax errors promptly without using them to delay amounts properly payable.

6 Card payments and separate mandates

6.1 A deposit payment does not authorise unrestricted later card charges. Stored credentials and merchant-initiated payments require a separate informed authorisation from the cardholder, identifying the order, amounts or calculation, triggers, notice and cancellation route. A company representative who is not the cardholder cannot simply grant that cardholder's authority.

6.2 We give an itemised payment notice or invoice and at least two working days' notice of a proposed collection unless the cardholder separately authorises immediate payment. A card collection does not override a valid pay-less notice, change the statutory timetable or authorise disputed extras. Withdrawn authority does not extinguish an underlying debt: another method must be arranged.

6.3 Account checks and pre-authorisation holds must be agreed and comply with the payment provider's requirements. We disclose the amount and expected duration of a hold in advance. A card-validity check does not verify funds for the full account or create security over them. No undisclosed full-balance hold or automatic £60 failed-card fee applies.

6.4 We may request an agreed replacement payment method where a card fails. Any suspension for non-payment must follow clause 22, including applicable Construction Act notice. We do not suspend a paid-up project solely because a token check fails.

6.5 A cardholder retains applicable card and statutory rights. We may contest a chargeback with evidence and pursue an independently enforceable debt. No automatic percentage chargeback penalty applies, and money recovered through one route must be credited against the same debt in every other route. Consumer-card surcharge restrictions apply where relevant even when used for a business purchase.

7 Construction payment timetable and notices

7.1 This clause governs payments for the flooring works where the Construction Act applies. The quotation must identify that classification. The parties also agree this payment timetable contractually for commercial installation work within this quotation unless an expressly agreed alternative lawful schedule replaces it. It does not purport to extend statutory jurisdiction to a contract which the Act excludes.

7.2 Unless a project payment schedule expressly replaces these defaults, a specified deposit or procurement advance becomes due on contract formation. Interim valuation dates occur every seven days after commencement on site until practical completion. An interim payment becomes due on each valuation date. The final payment becomes due on practical completion. If an interim date coincides with practical completion, one final valuation replaces that interim valuation.

7.3 Each interim valuation starts with the cumulative value of properly executed work and approved variations, plus properly supplied materials delivered and reasonably protected on site for incorporation and any expressly agreed off-site materials entitlement. Deduct amounts already due in earlier cycles, whether paid or unpaid, including any advance, and deduct any other payment not already credited. Each amount is deducted once only. Earlier unpaid amounts remain due under their original cycles and are not demanded again as a new debt. The interim payment is the positive balance; any excess advance is carried forward for reconciliation. Off-site materials require an express schedule covering identification, title, insurance, inspection and delivery before they become payable.

7.4 The final valuation covers the cumulative amount properly payable for the agreed work, approved variations, properly due loss or expense and permitted adjustments, less amounts already due in earlier cycles and any other payments not already credited, each deducted once only. Earlier unpaid debts keep their existing due dates. Any agreed net overpayment is refunded within 14 days of agreement; undisputed credits are not held pending resolution of a separate dispute. Outstanding defects or incomplete items are identified and valued in accordance with the contract. A final invoice is not conclusive evidence of its own correctness, and neither party acquires a contractual right to rewrite an agreed variation merely by issuing a different valuation.

7.5 The final date for each payment is 14 days after its due date, including deposits, interim payments and the final payment, unless an expressly agreed lawful schedule provides otherwise. It is not postponed by the timing of a later VAT invoice, your internal sign-off, a purchase order or payment under another contract. The condition that agreed advances must be received before procurement or commencement is preserved.

7.6 We, as payee, must serve a payment notice on you on the due date or no later than five days after it. It states the sum we consider due on that due date, including where zero, and the basis of calculation. It identifies the contract, payment cycle, due date, valuation, credits and final date. This is a payee-notice mechanism under section 110A(1)(b), not a payer-notice mechanism. An itemised invoice can also be the notice if it meets these requirements and is served correctly and on time.

7.7 If you intend to pay less than the notified sum, serve a valid pay-less notice no later than seven days before the final date for payment and not before the notice establishing the notified sum. State the sum you consider due at the date of your notice and explain its calculation, including each deduction. There is no compulsory form, but the notice must be sufficiently clear, served properly and compliant with the contract and law.

7.8 Subject to the Act and any valid pay-less notice, pay the notified sum by the final date. An informal complaint, silence, unsigned job sheet or internal deduction does not necessarily constitute a valid pay-less notice. Compliance with the immediate payment obligation does not prevent a later proper valuation, defect claim or adjudication. Neither a payment notice nor these terms guarantees success on the underlying merits.

7.9 If a notice is missing, late or defective, the consequences are determined by the applicable statute, Scheme and contract. These terms do not deem an unserved invoice a valid notice or assume that a payee can always issue a statutory default notice under this payee-notice mechanism. Obtain prompt advice and correct the process lawfully; do not invent or backdate service.

7.10 Serve notices under clause 24 using the designated addresses in Schedule A. Retain the exact notice and evidence of delivery. When calculating periods under this construction timetable, exclude Christmas Day, Good Friday and statutory bank holidays where section 116 requires; other days count unless a lawful agreed schedule states otherwise. A deadline is not safely calculated by assuming ordinary office working days.

7.11 Mandatory Construction Act rights, including adjudication and suspension, are preserved. Where the contract fails to provide a compliant mechanism, the relevant Scheme provisions apply to the extent required. An agreed short project is not automatically exempt from all payment-notice requirements. If a revised main contract or subcontract is proposed, check this entire payment mechanism against it before acceptance.

8 Cancellation postponement and recoverable loss

8.1 There is no general consumer cooling-off right under this business contract. Your request to cancel, omit work or postpone does not automatically discharge accrued obligations. We will consider it promptly, take reasonable steps to reduce unnecessary commitments and give a written account of the consequences.

8.2 Give at least seven days' notice of an installation postponement, particularly for work booked for three or more days more than 14 days ahead. Short notice may leave reserved labour and equipment unrecoverable. The notice period is not authority for an arbitrary fine.

8.3 On cancellation for which you are responsible, the account may include conforming work done, materials properly committed for the order that cannot reasonably be cancelled, returned or reused, unavoidable supplier return charges, specialist manufacture, transport, reasonable demobilisation and lost net profit where recoverable. We must substantiate loss, mitigate it and deduct avoided costs, refunds, resales and replacement work. No item is recovered twice.

8.4 A supplier restocking charge, including a stated 30% charge where that supplier actually applies it, is recoverable only to the extent reasonably incurred for your cancellation and not avoided or credited. Identified bespoke, cut or special-order materials may be commercially non-returnable. We tell you about a material restriction before commitment where known. This does not excuse our own supply breach or allow us to keep a full payment and uncredited resale proceeds.

8.5 Advances are credited against the proper account rather than automatically forfeited. We supply a breakdown and refund an agreed credit balance promptly, normally within 14 days of agreement. Disputed sums follow clause 21 and, where relevant, clause 7. Procurement payments do not transfer our supplier-default risk to you merely because we have paid a supplier.

8.6 If you fail to provide the agreed access, sequence, substrate readiness, services or information, we may recover the reasonable additional cost caused, including demonstrably idle reserved labour, extra visits, transport, storage, supervision, protection and remobilisation, with a reasonable programme extension. We record the cause, affected crew, hours and available mitigation. Disclosed day or hourly rates may value genuine additional work; idle time is limited to the net loss reasonably incurred, not an automatic full selling rate plus profit and overhead again.

8.7 Our notice of an impediment states the likely cost and time effect as soon as reasonably practicable. Where exact cost is initially unknown we provide a reasonable estimate and supporting records as it develops. A late notice does not automatically extinguish a claim, but we cannot recover loss which timely notice and reasonable mitigation would have avoided.

8.8 Unforeseen concealed conditions are assessed against the inspection scope and reasonable professional checks. You do not bear costs resulting from our failure to inspect properly or our own defective work. If an unforeseen condition requires genuinely additional work, we obtain a variation or agree suspension and a fair close-out rather than treating the original quotation as unlimited authority.

9 Access working hours and other trades

9.1 Unless the quotation states otherwise, the price assumes continuous access to the agreed work areas during weekdays between 8 am and 6 pm. This is a working window, not a promise that every fitter will work ten hours

each day. The quotation states what an hourly, half-day or day rate covers, the crew size, minimum attendance and treatment of travel, breaks, collection and waste removal.

9.2 The price assumes that the work areas are clear, safely accessible and free of conflicting trades and traffic. This does not mean that unrelated work elsewhere in a large property is prohibited if it does not affect our access, safety, curing or finish. Disclose other trades, phased handovers and continued occupation before we price the work.

9.3 Provide agreed keys, passes, parking or loading arrangements, lift access and permissions. Tell us about stairs, restricted delivery routes, congestion or parking costs and restrictions on hours. Additional charges require a disclosed basis and must relate to the actual extra requirement. We do not pass on our own parking fines.

9.4 Where access is interrupted, we record the affected areas, cause, time and likely effect. We may pause work that cannot safely or properly continue, and agree a practicable return date. Reasonable additional costs are dealt with under clauses 8 and 11. Interference does not void the whole warranty or excuse unrelated defects.

9.5 Please allow fitters to work safely and raise non-urgent concerns through the lead fitter or office at suitable breaks and handover. You may inspect the work and raise safety or quality concerns at any time; reasonable questions and complaints are not interference.

9.6 Weekend or out-of-hours work is included only where expressly agreed. Where we offer it at twice the relevant labour rate, the variation states that the total labour rate is 200% of the normal rate, identifies the affected work and gives the total additional price before approval. Acceleration to meet your changed requirements requires an approved variation. We do not charge a premium solely to correct our own breach.

10 Preparing and protecting the property

10.1 Before attendance, remove valuables, fragile items, loose electrical goods and other items identified in the quotation from the work and access areas. Lift or secure curtains and other furnishings that obstruct fitting. We identify which remaining items require protection and who will provide it. We still take reasonable care with the property and any items we handle.

10.2 Furniture and appliance moving is included only where itemised. We may decline unusually heavy, fragile or unsafe items. Plumbing, gas and electrical disconnection or reconnection are excluded unless expressly agreed and undertaken by a competent person. You should arrange suitable assistance in advance. We tell you promptly if an appliance cannot safely be moved because of connections or its condition.

10.3 Provide electricity, water and toilet facilities where reasonably available and agreed. The property should be weather-tight and have the lighting, ventilation and temperature required for the agreed product. Keep children, pets and other occupants away from tools, adhesives, exposed grippers, open floor areas and curing surfaces.

10.4 Tell us about vulnerable decoration and allow paint and wall coverings to cure in accordance with their supplier's instructions. New decoration can be damaged by heavy flooring materials or normal installation contact. Where minor making-good is a reasonably foreseeable and unavoidable consequence despite reasonable care, we explain it and identify any decoration excluded from the price. This does not exclude liability for damage we negligently cause.

10.5 Arrange any notifications required by your property insurer, landlord or principal contractor. The quotation identifies responsibility for works insurance, existing structures and materials. You maintain the insurance expressly allocated to you and we maintain appropriate cover for our agreed activities. An insurance allocation does not itself relieve either party of responsibility for its breach or negligence. Your site-management obligations do not transfer our health and safety duties to you.

10.6 We may ask permission to leave tools overnight. You may decline. If agreed, we identify a suitable location and you take reasonable care not to move, use or expose them to avoidable damage. You are not an insurer of our tools or liable for every theft irrespective of fault.

11 Additional work and agreed variations

11.1 We obtain your express approval before undertaking chargeable changes to the agreed scope, specification, quantities outside an agreed allowance, programme or working hours. Our variation identifies the reason, work, price and applicable VAT, payment timing and effect on the programme. A clear email, portal acceptance or recorded message from an authorised person can provide approval.

11.2 Consultation alone is not approval. Where entitlement to loss or expense already arises under clause 8, a fresh approval is not required to establish that existing entitlement, but the notice, evidence and mitigation requirements still apply. If a fixed variation price cannot reasonably be given, we propose a stated rate or calculation method, an estimated quantity and a spending limit. We seek fresh approval before exceeding that limit. Silence, continued occupation or your inability to attend is not acceptance of new charges.

11.3 Where a disputed variation is not approved, we pause the affected work and explain the available choices. We continue unaffected work where reasonably practical and safe. We may take only the minimum urgent action reasonably needed to make a situation safe or prevent imminent damage if you cannot be reached, and explain the action and any claimed reasonable cost promptly. This is not general authority to complete unapproved extras.

11.4 Approval records should distinguish floor area, linear metres, rolls, packs, bags, thickness, material quantities and labour. Additional smoothing compound is not automatically additional floor area. Where preparation consumption is uncertain, the quotation states the included thickness or quantity, unit rate and approval trigger. We do not charge for avoidable waste or correcting our mistakes.

12 Existing subfloors stairs and concealed conditions

12.1 Structural repairs, joist repairs, removal of squeaks, extensive levelling, damp-proofing and replacement of defective substrates are included only if stated. A smoothing layer provides the finish described in the quotation; it does not necessarily make an uneven building floor level or cure structural movement.

12.2 Before fitting, we carry out the checks appropriate to the product and the work we have undertaken to provide. We will not knowingly cover an unsuitable substrate merely because you ask us to proceed. If necessary, we explain the problem, further investigation, preparation options, costs and programme before agreeing how to continue.

12.3 We are not responsible for an existing structural defect, concealed condition or third party's work simply because we fit flooring above it. We remain responsible where we caused or worsened the problem, selected an unsuitable system, failed to carry out required checks or ignored warning signs a competent fitter should recognise.

12.4 Existing boards, stairs and joists can move or squeak, and fitting a covering alone does not promise silence. If a noise appears after installation, we assess its cause; timing alone neither proves nor disproves responsibility. Repairs outside our scope are quoted separately unless required to remedy our own failure.

12.5 Tell us about known pipes, cables, underfloor heating, shallow services, access hatches and unusual fixings, and supply available plans. We take reasonable precautions before drilling, fixing or cutting. We are not responsible for damage caused solely by a concealed hazard that could not reasonably have been detected or anticipated, but this does not excuse careless drilling or inadequate checks.

12.6 If asbestos or another hazardous material is suspected, we stop affected work, keep the area safe and explain the need for competent investigation. Ordinary uplift and waste removal do not include hazardous-material testing or removal unless expressly agreed. We retain our own health and safety duties; these are not transferred to you by the contract.

13 Doors clearances and existing fixtures

13.1 New flooring and underlay can change finished floor height. Door trimming, easing, removal, rehanging and adjustment of stops or hardware are excluded unless itemised. Fire doors and regulated assemblies require a competent assessment before alteration.

13.2 Before use, doors must clear the new surface. You should identify protruding nails, screws, stops, damaged thresholds and known obstructions. We also check reasonably accessible hazards affecting our work and notify you of clearance problems we identify. We will not force a door across new flooring or continue through a known damaging obstruction.

13.3 If an excluded adjustment is required, we explain it and agree a separate instruction or leave the affected door safely secured where practicable. Do not operate a door we have identified as unsafe until remedied. Responsibility for subsequent damage depends on its cause, including whether reasonable warnings were given and whether we exercised reasonable care.

14 Materials quantities delivery and storage

14.1 Unless the quotation states otherwise, we supply the specified flooring and installation materials. We confirm product, colour, construction, finish, intended application and any agreed sample. A screen image may not accurately reproduce colour; request a physical sample where colour is important. This does not permit a material departure from the agreed description or sample.

14.2 Purchased quantity may exceed net floor area because of roll widths, pattern matching, pile direction, seams, winding stairs, full-pack ordering and reasonable cutting waste. The quotation distinguishes net coverage from ordered quantity where this affects the price. We explain significant allowances and agree material increases outside the agreed scope.

14.3 Manufacturing tolerances and batch variation are assessed against the actual product specification and relevant current guidance. We do not apply one universal percentage tolerance to all flooring, trims and installation workmanship. You remain entitled to the ordered usable quantity and agreed installation standard.

14.4 Where you supply materials, you are responsible for their purchase, timely delivery and manufacturer information. We are not the seller of those goods and do not provide their manufacturer's guarantee. We use reasonable care to inspect what can reasonably be checked and tell you about obvious shortages, damage or unsuitability. We remain responsible for our handling, advice and installation work.

14.5 Delivery and installation dates, stock availability and any special procurement arrangement are stated in the quotation. A stock indication is not a guarantee of indefinite reservation. We take reasonable steps to obtain the agreed product, tell you promptly of a material supply problem and seek agreement to an alternative or revised date. We do not substitute without approval. If we cannot supply what we contracted to supply, your refund and other legal rights apply.

14.6 Risk in goods passes on delivery to the agreed site or your nominated recipient, except to the extent we retain control under an express storage arrangement. We remain responsible for loss caused by our breach or negligence. You take reasonable care of delivered goods and provide agreed security and environmental conditions. Title to identifiable, unfixed goods passes when we receive payment for those goods. Any earlier

vesting of paid off-site materials must be expressly documented and effective against relevant third-party interests.

14.7 Storage responsibility, location and duration must be agreed, particularly for heavy rolls and temperature-sensitive products. Additional storage arising from your postponement is chargeable only on the basis in clause 8. We do not make you responsible for our warehouse losses or supplier insolvency.

14.8 Reusable offcuts and surplus goods paid for by you are left with you or dealt with as agreed. Waste removal covers only the waste identified in the quotation. If you want offcuts removed as waste, tell us; lawful disposal is then arranged. No automatic credit arises for expected cutting waste within an agreed fixed price, but supplier credits and resales are accounted for where clause 8 requires them.

14.9 Until title passes, identify and protect our unfixed goods and do not sell them outside the agreed project. Any recovery of unpaid goods must be lawful, with appropriate consent or court authority; there is no permission to trespass or remove installed flooring destructively. Once materials are fixed or incorporated, retention of title may cease to be effective and does not replace deposits, staged payment or enforcement.

15 Marmoleum linoleum and sheet vinyl

15.1 These products require suitable preparation, controlled handling, storage and acclimatisation. We follow the product-specific manufacturer's instructions and provide the requirements you must maintain. We may arrange delivery shortly before fitting and do not include prolonged storage unless agreed. No universal six-month expiry period applies under these terms.

15.2 If you postpone, reservation, batch and colour availability may change. We check availability when arranging the revised order or programme and explain any consequences. You must tell us your changed requirements promptly. Supplier non-returnability does not override clause 8 or your rights if the goods or installation are faulty.

15.3 Linoleum is a natural product and may display product-specific colour variation or a temporary drying-room film that changes on exposure to light. We explain relevant characteristics before selection where they may affect your decision. We investigate persistent or unexpected variation instead of automatically dismissing it as normal.

15.4 Sheet products have finite widths, commonly two metres for specified ranges. Larger or irregular areas can require joins. The agreed seam plan identifies the approach, including any hot welding, net-fit seams, coving, upstands, internal or external corners and thresholds. Unless specifically agreed, a continuous covering does not mean a seamless appearance.

15.5 Properly formed joins may be visible, particularly in plain or light colours and certain lighting. Visibility alone is not necessarily a defect. Open, lifting, poorly cut or inadequately welded seams are not excused by this clause. Hygienic or specialist performance must meet the specification expressly agreed for the project.

16 Carpets rugs stair runners and natural fibres

16.1 Carpets and natural fibres can show shading, pile-direction effects, shedding, colour or weave variation and product-specific movement. We explain relevant characteristics of the selected product. Normal characteristics within the agreed specification are distinguished from defects; calling a material natural does not excuse unsuitable selection or poor installation.

16.2 Runner and rug orders identify finished dimensions, edging or binding, pattern orientation, joins and any accessories. Staircases may differ in width, squareness and alignment between treads, risers and winders. Before fixing, we agree the practical setting-out approach, such as alignment to a centreline or consistent

exposed margins where possible. Existing structural irregularities and any visually important compromise are recorded.

16.3 There is no automatic allowance of 15 mm either side of every runner under these terms. If a measurable tolerance is appropriate for your particular product or staircase, we state its reference points, permitted variation and visual effect in the quotation or a setting-out record before you approve it. It must remain compatible with competent workmanship, safe use and the agreed appearance.

16.4 Sisal, jute, seagrass, wool and other products may respond to humidity, temperature, ventilation and heating or cooling. We provide relevant acclimatisation and care requirements and explain any expected settling period. Settling does not justify leaving loose, unsafe or clearly defective work. We assess concerns promptly and distinguish environmental or structural causes from our installation responsibility.

16.5 A return visit to alter an approved design preference or repair damage caused after handover may be chargeable at an agreed price. Work required to remedy our breach or a covered fault is not charged merely because a settling period has elapsed or a job sheet was signed.

17 Wood laminate and luxury vinyl tiles

17.1 The specification identifies the product, layout, border or pattern, laying direction, subfloor preparation, expansion provisions and trims. Features of the room may require cuts, transitions or an agreed starting line. A photograph of another room does not guarantee identical setting-out in different dimensions.

17.2 Appropriate moisture, temperature, acclimatisation, expansion and underfloor-heating requirements must be met. We explain the customer-controlled conditions and follow the installation requirements relevant to our work. We do not guarantee that timber remains dimensionally unchanged, but movement does not automatically establish that the customer is responsible.

17.3 Colour, grain, knotting and other natural features must be consistent with the selected grade and specification. We discuss important visual preferences before installation. Replacement of selected conforming boards or tiles purely for a later preference is a variation; correcting defective or incorrectly specified work is not.

18 Programme completion and handover

18.1 Practical completion occurs when the agreed works are substantially complete and reasonably usable for their stated purpose, apart from minor items that do not materially prevent that use and notified curing or protection periods. Essential missing work or a material safety defect prevents practical completion. We notify you with a record of any outstanding items; a fitter upload alone is not conclusive certification. Agreed sectional completion applies only where the quotation identifies the sections and their payment effect.

18.2 We notify you of a material delay, its cause and likely effect, take reasonable steps to reduce it and agree a revised programme where possible. Curing, drying and acclimatisation are part of the programme. We do not promise unsafe acceleration or charge extra solely to cure our own failure to meet an obligation.

18.3 We invite you or an authorised representative to inspect at a reasonably notified handover time. Another contractor may represent you if you expressly authorise them. Their authority to inspect is not automatically authority to approve extra charges. If nobody attends, we send the completion record and photographs with any outstanding items.

18.4 A job sheet records work, visible condition, reservations, care advice and agreed follow-up. A signature is evidence of what was inspected and recorded; it is not a waiver of hidden defects, legal rights or a complaint not reasonably discoverable then. Refusing to sign does not prevent us proving actual completion by other evidence, and signing does not make incomplete work complete.

18.5 A later visit solely for a non-essential demonstration, preference change or customer-requested inspection may carry a fee disclosed and agreed before booking. We do not charge simply because you missed handover if the visit is needed to investigate or remedy a fault for which we are responsible.

18.6 Estimated dates are identified as estimates; committed dates and any opening dependency must be expressly recorded. We plan and perform with reasonable skill and care. Extensions are limited to the demonstrated effect of approved changes, customer impediments, lawful suspension or other contractually excusable delay. We notify and mitigate delay. Liquidated damages, a guaranteed opening date, a programme bond or liability under your separate contracts applies only if expressly agreed in a reviewed schedule.

19 Damage records and protecting completed work

19.1 We may make proportionate photographs, video and written records before, during and after work to document condition, progress, measurements and completion. You may make your own records and identify existing concerns. Absence of a pre-work photograph does not mean that all later damage is presumed pre-existing.

19.2 We tell you promptly of damage we identify or cause and discuss investigation and a remedy. Please report damage or a suspected fault as soon as reasonably possible after discovery, preferably with the order reference, location and available photographs. There is no automatic 24-hour cut-off or requirement to possess timestamped photographs before a claim can be considered.

19.3 Give us a reasonable opportunity to inspect and, where appropriate, remedy our work. You need not delay urgent action needed to prevent injury or further damage. Nor does this prevent another remedy where the law permits it because our proposed remedy is inadequate, unreasonably delayed or has failed. Reasonable third-party costs depend on the circumstances and your applicable rights, not solely on our prior permission.

19.4 Follow the care, curing and protection instructions supplied, and ensure your other trades do so. Do not drag furniture, use unsuitable coverings or adhesives, introduce excessive moisture or expose the floor to premature heavy traffic. Responsibility for later damage depends on its actual cause. Unrelated use of an area does not automatically defeat a claim about our work.

20 Workmanship guarantees and defects

20.1 We perform the agreed services with reasonable care and skill and supply goods meeting the agreed description, specification and applicable implied terms. We remain responsible for subcontractors we appoint. We do not exclude all implied quality or service obligations merely because you are a business.

20.2 We provide an additional three-month workmanship guarantee for fitting materials we supply, beginning on actual completion of that installation. Report a covered issue within that period and we will investigate and remedy it without charge within a reasonable time. A signed or uploaded job sheet is not a condition of the guarantee starting.

20.3 We do not provide that additional guarantee for materials independently purchased by you, or guarantee those goods as their seller. We remain responsible for our contracted fitting, handling and advice. The absence or expiry of a voluntary guarantee does not itself extinguish a valid contractual or negligence claim.

20.4 Manufacturer guarantees are passed on where available and we reasonably assist with a claim. Any limits depend on the actual guarantee and do not automatically displace your contractual rights against us. We provide product and care information needed for normal use.

20.5 We may reasonably require access to investigate and an opportunity to correct our work before you incur avoidable third-party costs. Exceptions include urgent protection, our refusal, unreasonable delay or a failed

remedy. Recovery of reasonable third-party costs remains subject to proof, mitigation and applicable law. There is no absolute requirement that we must have approved them in advance.

20.6 Subsequent damage, misuse, inappropriate cleaning, unapproved alteration, other-trade interference and environmental departures are assessed by cause. Only the affected loss properly attributable to those matters is outside our responsibility. Such events do not cancel the whole guarantee or excuse an unrelated installation defect.

21 Complaints valuation disputes and adjudication

21.1 Send info@cavendishdevere.com or our registered office an identifiable account of the disputed work, invoice items, amounts, reasons, supporting evidence and proposed remedy. We aim to acknowledge within two working days and respond substantively within seven calendar days, or explain the investigation and next response date. Use the formal notice addresses and timetable in clauses 7 and 24 where a payment notice is required: the complaints process does not extend those deadlines.

21.2 Arrange inspections through the office and offer reasonable alternative dates if needed. We record unsuccessful contact and may pause an investigation if access is not provided after reasonable attempts, but do not deem a dispute settled after five days or a customer to have waived claims by silence.

21.3 Representatives with settlement authority should attempt prompt resolution. Either party may suggest a jointly instructed independent flooring expert or mediation with an agreed scope and cost arrangement. Neither negotiation nor the internal complaints process is a compulsory precondition to statutory adjudication, urgent relief or necessary proceedings.

21.4 Where the Construction Act applies, either party may refer a dispute at any time to adjudication under Part I of the applicable Scheme, incorporated into this contract. Unless a different nominating body is expressly agreed in the quotation, the nominating body is RICS. The appointment and referral timetable, adjudicator powers, correction of accidental errors, immunity and decision requirements are those of the Scheme and Act. The decision binds both parties until final determination by proceedings or agreement, and must be complied with in the meantime.

21.5 For a qualifying small dispute, either party may seek use of a suitable RICS summary or low-value procedure, subject to its conditions, the adjudicator's lawful directions and any necessary agreement. This does not replace or restrict the statutory right with a mandatory 14-day process or promise that every dispute qualifies for a fee cap.

21.6 Each party bears its own adjudication representation costs unless an arrangement permitted by section 108A or another applicable legal rule provides otherwise. The adjudicator may allocate their own fees and expenses as permitted; the parties' liability to the adjudicator is governed by applicable law and valid appointment terms. Court enforcement costs are a separate issue for the court.

21.7 Where there is no statutory right to adjudication, neither party is obliged by these terms to submit a supply-only or other excluded dispute to adjudication. They may make a separate informed agreement after a dispute arises. English and Welsh court jurisdiction is addressed in clause 24. There is no compulsory arbitration clause.

21.8 Neither party is prevented from taking advice, contacting a regulator or making an accurate public statement. Protect confidential site and personal information and avoid knowingly false allegations. There is no automatic gagging term, review penalty or payment condition tied to suppressing a complaint.

22 Suspension termination and liability

22.1 We may stop affected work immediately where it cannot safely proceed, including serious threats, violence, harassment or discriminatory abuse. We explain the grounds, secure the area so far as reasonably practicable and consider proportionate steps to resume. Reasonable scrutiny, robust criticism and genuine complaints are not automatically misconduct.

22.2 Where a notified sum is not paid as required under section 111, we may exercise the statutory right to suspend any or all obligations only after serving at least seven days' notice stating the grounds as required by section 112. The right ceases when the amount required by that section is paid. Statutory entitlements to reasonable suspension costs and adjustment of time are preserved.

22.3 For other remediable material breaches, including persistent failure to provide agreed access, we give written particulars and at least seven days to remedy before contractual suspension, allowing longer where reasonably appropriate. Payment disputes and valid pay-less notices must be assessed before relying on non-payment. We do not create an immediate suspension right from a failed card check alone.

22.4 We resume as soon as reasonably practicable after the grounds for suspension are removed, allowing evidenced reasonable remobilisation. Only delay and costs properly caused by a lawful suspension are recoverable. Neither party may use suspension to obtain unrelated concessions or abandon site safety obligations.

22.5 If a material breach continues after notice and a reasonable remedy opportunity, the innocent party may terminate by written notice. Serious repudiatory breach may permit earlier termination under general law. On termination, account for conforming works, materials and recoverable losses, deduct payments, saved expenditure and other credits, and return property belonging to the other party where lawfully required. Termination does not extinguish accrued payment, claim or adjudication rights.

22.6 If performance is materially prevented by an event beyond reasonable control, notify the other party promptly, give evidence of its effect and take reasonable mitigation steps. There is no automatic entitlement to extra payment. If prevention continues for 30 days and no practicable revised arrangement is agreed, either party may terminate the unperformed part on written notice with a fair account for accrued obligations. This clause does not excuse an existing payment default, ordinary lack of funds or a supplier problem that reasonable procurement arrangements should address.

22.7 Insolvency-related termination, suspension and demands concerning pre-insolvency arrears are subject to applicable insolvency law, including restrictions on termination of supply contracts. These terms do not confer a right to stop supply or recover goods in breach of a moratorium or statutory restriction. A change of credit concern is not authority to impose an undisclosed full-card hold or personal guarantee.

22.8 Each party is responsible for loss legally caused by its breach or negligence, subject to remoteness, causation and mitigation. No exclusion covers death or personal injury caused by negligence, fraud, fraudulent misrepresentation, title obligations that cannot be excluded, or other non-excludable liability.

22.9 Subject to clause 22.8, neither party is liable to the other for indirect or consequential loss within the legal meaning of those words. This does not automatically exclude every loss described as lost profit, delay or business interruption: a direct and foreseeable loss is not excluded simply by its label. Responsibility for an expressly promised opening deadline or special risk must be assessed under the actual agreement.

22.10 These standard terms impose no automatic aggregate financial cap. Any proposed cap, separate property-damage limit, exclusion of specified direct commercial losses, liquidated damages or expanded indemnity must be expressly identified in an agreed liability schedule after considering insurance, price, risk and reasonableness. An unsigned or blank schedule imposes no cap. Neither party is required to indemnify the other for that other's own negligence by a general reference to site responsibility.

23 Privacy photographs and the customer portal

23.1 We use necessary contact, site, order and payment information to quote, arrange work, administer the contract, meet legal duties and handle claims. Our separate privacy notice explains lawful bases, recipients, retention, rights and contact routes. Appropriate sharing with fitters, suppliers, couriers, payment providers and advisers is explained there; we do not sell personal information.

23.2 Site images used for job records are limited to what is reasonably needed. We avoid recording people, identifying belongings or private information unnecessarily. Promotional use is a separate choice: we request specific permission for identified images and uses. Refusal does not affect the contracted service or complaint rights.

23.3 Marketing choices and cookie settings are separate from acceptance of this contract. We obtain consent where required and honour applicable objections and withdrawals. Data-rights requests are handled under current law; we do not impose a routine £10 access fee.

23.4 If we provide a portal, keep your credentials private and tell us of suspected misuse. Authorised representatives should use their own access where available. Use our secure password or reset process; do not email us your password. We may restrict access to protect security and provide a recovery route.

23.5 Download important documents. Temporary portal unavailability does not change the contract or remove your rights: contact us for copies and alternative communication. We take reasonable security measures and do not exclude all responsibility for security failures or malware caused by our breach. A portal edit does not amend accepted terms without agreement.

24 Promotions notices and general terms

24.1 Promotions apply only as disclosed before acceptance. Unless otherwise stated, a discount applies to the specified hourly, half-day or day-rate labour, excludes materials and fixed-price quotations and cannot be combined with another promotional discount. Existing-customer offers require a previously completed and paid job. Expiry or withdrawal affects future offers only and does not remove an agreed discount retrospectively. Competitions require separate lawful rules and any personal publicity permission.

24.2 For contractual notices, including payment, pay-less, suspension and termination notices, each party designates a service email and physical address in Schedule A. Our default service email is accounts@cavendishdevere.com with a copy to info@cavendishdevere.com; failure to send the courtesy copy does not invalidate receipt at the designated service email. Our default physical service address is 60 Tottenham Court Road, Suite 1152a, Fitzrovia, London W1T 2EW. Your default service email is the address used by your authorised representative to accept the quotation unless Schedule A identifies another. Update designated addresses by notice to the existing address.

24.3 An email notice must identify the contract and be readable in its body or an attached accessible PDF. It is received when delivered to the designated email system in a form capable of retrieval, subject to evidence to the contrary. A bounce or rejection is not delivery; acknowledgement is useful but is not required for validity. The sender bears responsibility for proving timely service. A mutable portal entry without effective delivery is insufficient by itself.

24.4 Physical service may be effected by hand or a recorded delivery method to the designated address, with receipt established by evidence. These contractual arrangements do not substitute for mandatory statutory service requirements or amount to general consent to email service of court proceedings. Keep copies and delivery records. Relevant mandatory rules on calculating construction deadlines prevail.

24.5 Neither party may transfer its obligations without the other's written agreement, not to be unreasonably withheld where performance and security are adequately protected. We may subcontract performance but remain responsible for our subcontractors. An agreed assignment of a receivable does not reduce the customer's existing defences or statutory rights.

24.6 No unrelated third party may enforce this contract under the Contracts (Rights of Third Parties) Act 1999 unless expressly identified in an agreed schedule. A delay in enforcing a right is not automatically a waiver. An unenforceable provision is separated only so far as the remaining agreement can operate lawfully; this is not permission to rewrite an unreasonable term retrospectively.

24.7 English law governs. The courts of England and Wales have jurisdiction, subject to statutory adjudication and any mandatory jurisdiction rule. The internal complaints process does not prevent necessary proceedings or urgent relief. A dispute-resolution outcome and any payment recovered must be credited correctly to avoid double recovery.

Schedule A Contract particulars and payment schedule

This schedule is completed with the quotation before acceptance. An empty field does not authorise a charge, impose a retention or create an agreed liability cap.

Contractor: Cavendish deVere Services Limited, trading as Cavendish deVere; company number 09189490; VAT number GB 214 2384 38. Registered office and default physical notice address: 60 Tottenham Court Road, Suite 1152a, Fitzrovia, London W1T 2EW. Trading and warehouse address: Zeal House, Unit 19, 8 Deerpark Road, Wimbledon, London SW19 3UU. Default notice email: accounts@cavendishdevere.com, with a courtesy copy to info@cavendishdevere.com. Customer legal name and company number where applicable; registered and correspondence addresses; project address; whether customer is principal contractor or direct end client; authorised commercial representative and delegated limits; customer notice email and address; any expressly agreed alternative notice details.

Quotation reference and revision; terms version; expressly agreed special terms and any replaced clauses; design responsibility; programme; practical or sectional completion definition; critical dates; other trades and phased access; working hours; crew and attendance-rate definitions; site safety and asbestos information.

Products and sample references; net floor area; ordered quantities with separate units for bags, rolls, packs, linear metres and square metres; preparation thickness and included allowances; seam, runner and pattern setting-out; customer-supplied items; exclusions; storage, security, insurance, waste, appliances and door arrangements.

Contract price and VAT treatment; advance amount and procurement commitments covered; credit exception if approved; whether clause 7 applies; interim valuation dates; due-date triggers; final-date interval; notice issuer; pay-less deadline; any separately agreed retention and lawful release dates; off-site material vesting terms; CIS and reverse-charge information if relevant.

If no replacement construction schedule is agreed, clause 7 applies: any stated advance due on formation; interim due dates every seven days after commencement; final due date at practical completion; our payment notice by five days after each due date; final payment date 14 days after due date; pay-less notice no later than seven days before final date. Calculate periods using applicable statutory exclusions and actual service evidence.

Separate agreements if required: stored-card mandate; specific liability limits and insurance evidence; bonds or guarantees; collateral warranties; off-site materials security; optional publicity permission. None arises merely because this list mentions it.

Acceptance wording: I confirm that I am authorised to enter this contract for [customer legal name and company number where applicable]. On that customer's behalf I accept quotation [reference and revision], its

schedules and Commercial Terms C1, including the identified payment timetable. The customer is the debtor; I am not giving a personal guarantee by this acceptance.

We record the accepting representative's name, role, verified contact, active acceptance and date and time. We send the completed agreement and preserve its exact version.

Schedule B Variation and site impediment record

Use a separate numbered record for each change or event. Identify the project, originator, authorised approver and affected area. Describe the reason and distinguish a requested extra from an entitlement to loss or expense already arising under the contract.

For a variation: record the exact additional scope, units, quantity, price or rate and cap, VAT, payment cycle and effect on dates. Attach relevant photographs, plans or product details. Obtain express approval before the additional work, except limited urgent making-safe action under clause 11. Record any declined proposal and the agreed treatment of affected and unaffected work.

For an impediment: record time, access or substrate issue, people and resources affected, notification, alternative work available, steps taken to mitigate, actual costs and revised programme. Do not present an internal note as customer approval. Keep labour records separate from material consumption.

Approval wording: On behalf of [customer], I approve variation [number and revision] for [scope] at [price or agreed calculation and cap], with [payment timing] and [programme effect]. My authority covers this commitment.

Schedule C Payment notice record

Document title: Payment notice under clause 7.6. Identify the parties, contract, payment cycle, due date and final date, and expressly state the sum considered due on the due date and its calculation. Show original work, approved variations, materials, relevant loss or expense, previous amounts due and paid, credits, VAT and any lawful deduction.

Serve the completed notice within the contractual deadline at the designated address and retain the exact attachment, delivery evidence and any response. A specimen heading or accounting status alone is not a payment notice. Never backdate a notice to repair a missed deadline.

Schedule D Handover and defects record

Record practical completion or explain why it has not occurred; list completed areas, excluded or remaining work, defects, photographs, care requirements, other-trade access, remedial dates and the payment cycle affected. Identify the attending person and the scope of their authority.

Acknowledgement wording: This record describes the inspection and matters recorded today. Signature is evidence of that record and any express agreement stated in it; it is not a general release of latent defects or an admission that uninspected work conforms. Reservations are listed above.

Where your representative does not attend or sign, we record this accurately, send you the record and supporting evidence, and continue the contractual payment-notice process. We do not enter or infer approval on your behalf.