

STANDARD FLOATING FLOORING INSTALLATION TERMS & CONDITIONS
YOUR RIGHTS AS A CONSUMER

Valid as of 12/05/2020 – subject to change without notice

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

1. By signing this service contract you agree that you have read, understood and are bound by the following terms and conditions for having your floating flooring installed by TFCC.
2. All installations undertaken by TFCC are performed by subcontractors (also referred to as “installers” for the purpose of this document) on behalf of TFCC. As such, please contact TFCC, not the installer, with any questions or concerns you may have, or if you have an additional product or service you require that was not originally quoted/ordered. All installers who subcontract for TFCC carry their own public liability insurance.
3. A 20% deposit is required to place an installation order with **payment in full** due 48 hours prior to installation commencing. There is no cooling off period. Deposits are non-refundable for change of mind (this includes when flooring is no longer required, even when due to circumstances beyond your control). For your rights as a consumer please refer to the ACCC (www.accc.gov.au).
4. Site measures will usually be performed prior to an installation taking place by an installer subcontracted by TFCC. In the event this does not occur you will be required to purchase additional materials/labour units to ensure there is enough to cover the area and we will then refund any materials that were paid for and not used (i.e. unopened boxes of flooring, underlay to the nearest square metre *rounded down*, unused bottles of PVA glue) and labour units not used after the job is complete. Similarly, if any extra labour, services or materials are required all extra costs will be payable immediately for the work to continue by you (the customer) to TFCC, not the installer. Please note that all jobs will require wastage (also known as offcuts) for all products and accessories which you will be charged for if they are not included in the installation cost (i.e. quads/scotia and trims) but you will only be charged for the measured area for the installation cost.
5. Standard floating flooring installation (installation of a floating floor over underlay and installation of accessories as required – quads/scotia and trims from our standard range will be included in the cost) will be charged at \$25m2 unless otherwise stated on your order or if your measured area to be installed is less than 16m2 where a minimum installation cost of \$400 will be applied:
 - 5.1 The following **are specifically excluded** in the installation price as per (5): supply of flooring, supply of underlay, supply of accessories (except for quad/scotia and trims from our standard range which are included), delivery of the goods, any work or installation on stairs, levelling, subfloor preparation, removal and disposal of existing floor coverings, door shaving (when the overall height of the floor is raised), removal and/or installation of skirting boards. These services can be quoted on and provided at an additional cost and some of these are expanded on below. We reserve the right to exclude anything not specifically excluded that is not listed as included as per (5).
 - 5.2 All floating flooring will be installed with a minimum expansion gap of 10mm from all external doorways, other types of flooring (e.g. tiles, carpet), walls etc. Architraves and similar will also need to be undercut to allow for this expansion. Skirting, quad/scotia and trims etc are used to cover the gap. We will not **under any circumstances** install flooring without the correct expansion.
 - 5.3 If you wish to choose your quads/scotia and trims from our standard range, please do so at the time of ordering or no less than 72 hours prior to your installation commencing. If you do not choose your colours prior to installation commencing it is your responsibility to check that you are happy with the colours sent by the warehouse **before** installation commences. You will need to ask your installer to see them once they arrive but before they begin work.
 - 5.4 If you wish to have “special order” quads/scotia and trims used for your installation these will incur an extra cost e.g. exact matching scotia for your flooring that we need to order from a supplier.

- 5.5 Installation on stairs can be arranged, it will be quoted separately to the rest of your order and will be quoted on a “per step” basis unless otherwise specified.
- 5.6 Skirting boards can generally be removed and/or replaced for an extra charge. There are instances where this is not possible, you will be advised if this is the case. Please note that while all efforts are made to remove/replace skirting as cleanly as possible we will not be held responsible for any damage that occurs during this process.
- 5.7 Carpet installed over underlay (not glued down) can be removed and disposed of for an additional \$7m2. Any carpet installed with glue or other methods that fastens it down more securely than the standard method of installation will incur an additional cost which we may not be able to advise until we begin to remove the carpet. This will be payable immediately before the works continue.
- 5.7.1 If you choose to remove your own carpet we **will not** move it or dispose of it for you. You must arrange for it to be removed from all areas where we are installing prior to the installers arriving
- 5.7.2 If you choose to remove your own carpet in areas where floating flooring is to be installed you **must** remove the smooth edge (ply with tacks to hold the carpet down sticking out of it) prior to us commencing work. If you require us to remove the smooth edge this will incur an extra charge, payable immediately for the work to continue if it has not already been charged on your order.
- 5.8 Removal and disposal of existing floating floors and other floor coverings will be quoted on a job to job basis. We may not be able to advise the full cost until we commence removing them.
- 5.9 If existing floor coverings need to be removed it is possible that further work will be required to ensure the subfloor is in a suitable condition to have your flooring installed on top of it. This is not always possible to determine until we have commenced the job. Subfloors may have poisons, asbestos etc underneath which may require treatment or a ply or similar overlay if the existing floor covering cannot be pulled up. All these works will incur an extra charge payable immediately for the work to continue. This may also increase the duration of the installation. Please also see 5.9 regarding levelling below.
- 5.10 Levelling/flattening that may be required of the subfloor cannot always be determined until the installers commence work, most often (but not limited to) when you have also contracted us to also remove and dispose of the existing floor covering. Any levelling required that is not included in the original order will incur an additional cost, payable to TFCC (not the installer) immediately so the work can continue. This may also increase the duration of the installation.
- 5.11 Delivery will incur a fee based on your suburb and quantity required and the goods will generally be delivered by the installer on the day. If for any reason this is not the case for your installation we will let you know. We always recommend that someone is on site to accept delivery. Additional fees will apply if the goods need to be carried excessive distances, over significantly sloped or uneven ground, up stairs or transported via lift. If you choose to pick up your flooring to avoid a delivery fee you must do so **at least one day prior** to installation. It is **your responsibility** to ensure the product to be installed is correct prior to the installers commencing work. If you are unable to be on site for the installation we recommend sending someone to check on your behalf.
6. Installation in apartments will incur a flat \$400 fee. If there are any time restrictions/rules etc from the body corporate regarding the work to be performed in the apartment, it is your responsibility to advise us prior to the job commencing **in writing**. If we are not advised and these rules are unintentionally broken, TFCC and the installer/s will not be held responsible, this includes any fines that may apply. This also applies to buildings other than apartments (i.e. units, flats) that come under a body corporate.
7. We do not perform methods of flooring installation other than standard floating flooring installation. Other methods may include, but are not limited to, direct stick of engineered timber, installation of pre-finished solid timber, gluing down vinyl, etc. If you have purchased products from us that have to be, or you wish them to be, installed by any method other than standard floating flooring installation you will need to find your own installer. We do not recommend installers for other methods of installation.
8. Adequate and safe access to the property, including (but not limited to) parking, lighting and power must be provided by you (the customer) to ensure completion of the work:
- 8.1 Parking where the subcontractor is in a limited parking zone and is required to move their car due to time restrictions or is at risk of a fine due to the location of the car park is not acceptable. If an installer is required to park in a space that requires payment to do so (including street parking if this provides the best access to the property) we must be advised before installation commences and this must be paid for by the customer in advance.
- 8.2 A place must be provided **undercover** for the installer to set up their tools and prepare for the installation.
- 8.3 Installers will not traverse over uneven or muddy ground to reach the property. In instances where fresh concrete has been poured, we will not install until it has completely set and is suitable for having vehicles driven over it.
- 8.4 If the installers arrive at the property as scheduled to commence the work and cannot access the property adequately or safely, we will postpone your installation and a fee of \$250 will be payable to re-book the installation.

9. Installation, cutting of your floorboards and other works undertaken by the installer will cause some mess/dust in the areas used for preparation and where the installation is taking place.
 - 9.1 All large rubbish will be removed from the site by the installer unless otherwise stipulated on your order. If for any reason there is excessive amounts of rubbish (e.g. pull up of large areas of tiles/existing floating flooring/carpet etc) an onsite bin may have to be arranged for which we can charge an additional fee. You will be advised of this before the installation commences.
 - 9.2 While all efforts are made to clean up the majority of any mess, dust and debris caused by the installation, cutting of your floorboards and other works undertaken by the installer, we will not be held responsible for any mess, dust and debris left onsite at the completion of the job.
 - 9.3 Please note that dust caused by the installation of flooring has been known to set off smoke detectors. It is your responsibility to ensure any smoke detectors on site are isolated as per the relevant regulations and guidelines for your location and device. Any fines/charges incurred due to the attendance of the CFA/MFB or similar as a result of dust setting off a smoke detector will be payable by you (the customer), not TFCC.
10. Installers will generally move a few large pieces of furniture as needed to complete your installation at no additional cost:
 - 10.1 This **does not include** things such as cabinets full of breakables or lots of small items (i.e. children's toys) etc – these things must be safely relocated prior to the installer arriving.
 - 10.2 We will not be held liable for any damage or breakages that occur due to the installer moving your furniture to complete the installation. Please organise to have all furniture removed prior from the areas where installation will take place if you do not agree to this.
 - 10.3 We reserve the right to charge a fee if there is an excessive amount of furniture to be moved.
11. The installation of your floorboards requires tools which are sharp and dangerous and can make a lot of noise:
 - 11.1 If there are noise restrictions for works undertaken in your area/in your building it is your responsibility to let us know what hours our installers can work between. Any fines issued as a result of noise made during the installation process will be payable by you (the customer), not us (TFCC). It is your responsibility to let us know during what hours the work can be undertaken **before** we arrive to commence work.
 - 11.2 Please ensure all pets and children are not at the property or suitably kept away from all works taking place. The tools used in the installation process can be sharp and dangerous and we do not accept any responsibility for injuries that could occur to children, pets and people on the premises while the work is taking place.
12. We must be given 48 hours notice if you wish to postpone an installation that has been booked in with us. All installations cancelled with less than 48 hours notice will incur a \$250 cancellation fee, payable before the installation can be re-booked.
13. By signing this contract you agree that any photos taken before, during and after the work is undertaken at the site can be used on TFCC's website and social media accounts. All efforts will be made to ensure there are no identifying personal items in the photos and we will not mention any names or specific locations (suburb may be used) unless you (the customer) gives us (TFCC) your permission.

I hereby declare I have read, understood and am bound by the terms and conditions listed in this contract. I also declare I have read, understood am bound by any additional terms and conditions on my order/invoice as per the order/invoice number below:

Customer Name:

Business Name (if applicable):

Customer Signature:

Date:

Order number: