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THESE TERMS AND CONDITIONS FORM A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US, TREVORS (1977) PTY LTD AS TRUSTEE FOR .T.H.F UNIT TRUST TRADING AS TREVORS CARPETS (TREVORS), FOR THE SELL, SUPPLY AND/OR PURCHASE OF PRODUCTS FROM US. BY EITHER PAYING A DEPOSIT AND/OR PAYING YOUR INVOICE IN FULL YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO BE BOUND BY, THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY NOTIFY TREVORS WITHIN 10 BUSINESS DAYS OF THE FIRST PAYMENT BEING RECEIVED BY US FROM YOU, ADVISING THAT YOU DO NOT AGREE TO THESE TERMS AND CONDITION, AND DISCUSS YOUR OPTIONS.

## AMENDMENTS TO TERMS AND CONDITIONS

We reserve the right to amend these general terms and conditions at any time. Any amendments shall be effective immediately upon publishing on our website. Your purchase of products thereafter will represent agreement by you to be bound by the terms and conditions as amended.

The below sets out important information regarding wall damage, door clearance, furniture, shading or pile reversal. Your signature accepts the Terms and Conditions of this contract.

1. **PAYMENT TERMS:** Please be advised that full payment is required **2 days prior to installation**. Should the job not proceed, deposits will not be refunded.
2. **DOOR CLEARANCE:** If doors need to be cut to clear, it is best that this is done before the floor covering is laid, and where possible, these doors should be left off until after installation. If it is necessary to remove doors for installation, they will be left uninstalled.
3. **FURNITURE - PLEASE CLEAR THE INSTALLATION AREA OF ALL FURNITURE:** to enable a smooth and efficient installation of your new flooring products, all furniture (and potentially whitegoods) will need to be removed before the installers arrive on site.
4. **TAKE-UPS:** If you are removing old floor coverings yourself, please leave the carpet gripper/smooth edge in place if new carpet is being installed. If new carpet is not being installed, everything must be removed, and holes filled. Any additional floor preparation required will be at your cost.
5. **POWER:** Power is required for the installation of floor coverings. Please ensure that this is available, particularly for new homes and units.
6. **KEYS:** If you will not be at home when your floor coverings are to be installed, please arrange for keys to be available.
7. **MINOR DAMAGE:** Some marking and scuffing of walls and/or skirtings (below 20cm from the floor level) must be expected due to the necessary floor covering installation procedures. In some instances, these marks and scuffs may require repairing and painting. Please note that these marks and scuffs are not the supplier's responsibility.
8. **ANY CUT PILE CARPET MAY ADOPT A CONDITION OF SHADING OR PILE REVERSAL. THIS IS NOT A MANUFACTURING DEFECT, AND AS A RESULT, NO CLAIMS WILL BE RECOGNISED.**
9. **WARRANTIES**  
Our warranties extend only to owner-occupied premises and come with guarantees that cannot be excluded under the Australian Consumer Law (ACL).

To the fullest extent permitted by law, our liability under any guarantee, condition or warranty (including, without limitation, any guarantee, condition or warranty of merchantability, acceptable quality, fitness for purpose or fitness for disclosed result), or any other right or remedy, under any legislation or implied into these terms and conditions by any legislation (Statutory Warranties) is hereby excluded. Where we are liable under any Statutory Warranties, and any legislation avoids or prohibits provisions in a contract

excluding or modifying the application of, or exercise of, or liability under, such Statutory Warranties, our liability for any breach of such Statutory Warranties shall be limited, at our option, to one or more of the following: (a) if the breach relates to goods: the replacement of the goods or the supply of equivalent goods; the repair of such goods; the cost of replacing the goods or of acquiring equivalent goods; or the cost of having the goods repaired; and (b) if the breach relates to services: the supplying of the services again or the cost of having the services supplied again. You acknowledge and agree that reliance by us on this limitation of liability is fair and reasonable in all the circumstances.

10. If the installer arrives on site and is unable to proceed with installation due to site issues not related to our contract, then a minimum charge for the “wasted trip” will be incurred by the Customer
11. When buying timber, you are purchasing a species of wood, not a colour. Variations in colour shading, grain, gum vein, features, knots, and texture will occur from batch to batch and sampling. Every timber floor will be different in appearance because no two trees are the same. This is the attraction and unique beauty of a natural timber floor.
12. Timber will change colour once exposed to UV light. This will be evident when rugs and furniture are moved. Over time the colour will even out.
13. Timber will dent and scratch. Please protect your floor by using protective felt pads under all furniture. Ensure the felt pads are kept clean and free from grit and dirt. The best methods to keep your floor clean are regular vacuuming or sweeping with a soft broom. Ensure the vacuum head has no protruding sharp edges (preferably with a nozzle suitable for hard surfaces). Do not use powerhead/beater bar. Provide mats inside and out at entry points to trap dirt and sand before it gets to your floor. Be aware that dirt and sand are abrasive and can be harmful to your floors. Do not use abrasive pads or abrasive liquid cleaners to clean your floor.  
  
Stiletto or similar high-heeled shoes will dent your timber floor.  
  
Pets can damage your flooring. Keep paws trimmed.
14. Do not over wet or saturate your floor. Water is the enemy of timber flooring. Mop up spills as soon as possible. Identify and repair any loose appliance fittings or water leaks.  
  
Do not use a steam mop on your timber floor.
15. Your flooring needs to be protected from direct sunlight and extreme heat. Use window treatments (such as blinds, curtains, shutters, or window tinting) to prevent damage, excessive expansion, lipping, gapping, checking, and fading caused by the sun’s powerful rays. It is recommended on very hot days blinds, curtains or shutters remain closed.
16. Gas and wood heating produces extreme heat, which can dry out the timber. This can result in gapping, cupping, and checking.
17. Maintain suitable temperature and humidity levels within your home year-round. Dramatic temperature changes and/or extreme humidity can cause joins to lip, gap or split. If homes are unoccupied for long periods of time, protect your flooring by maintaining suitable temperature levels and ensuring all exterior windows are covered/protected. Open all internal doors to create one large zone (as larger areas take longer to respond to temperature fluctuations).  
  
Air-conditioning can affect the moisture levels within your home (refrigerated air conditioning removes moisture; evaporative air conditioning adds moisture). The use of a dehumidifier or humidifier are advised to prevent high/low humidity levels. As timber is a natural product, it will move, expand, and contract with seasonal changes.
18. When moving furniture, it is recommended to lift and not to drag or push to avoid damage.
19. It is normal for up to 5mm in downward movement in boards. A hollow sound within the floor is normal. This applies to both floating and direct-stick methods of installation.
20. Minor lipping of boards is normal.
21. Underfloor heating is not recommended with our products.
22. Use only manufacturer recommended pH neutral cleaning products.
23. Timber flooring is not recommended for wet areas. i.e., bathrooms/laundries.

24. Do not fit skirtings hard on top of the flooring. A suitable gap must be left for the product to expand and contract to prevent possible damage. Skirting may highlight undulations within the sub-floor tolerance resulting in gaps where the floor meets skirtings. Caulking is not recommended as it prevents the timber flooring from expanding and contracting.
25. Do not put any fixtures through your flooring this will prevent expansion and contraction of your flooring, leading to possible damage.
26. All products are for indoor use only.
27. **CONSUMER LAW:** Nothing in these Terms and Conditions is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies if there is a failure with the goods or services provided.

#### **PLEASE REFER TO MANUFACTURERS' WEBSITES FOR FURTHER CARE AND MAINTENANCE DETAILS**

If you are unsure of who the manufacture is for your floor or need assistance with locating the care and maintenance guides, please contact our office on 9202 4545 or pop into one of our stores for further information. It is important to note that not following the care and maintenance guides provided by the manufacturer may impact your product warranty.



- Power and lighting must be available for works to commence.
- A clean, clear site must be provided. Clear access is required. We do not remove or replace furniture.
- It is recommended that all tiling is completed, and the areas to be installed are free of other trades.
- Our products require a sub-floor specification of no deviation being greater than 5mm over 3 metres. (Please note that builders are only required to finish their floors to 12mm over 3 metres).
- Sub-floors do not need to be flat but need to be within tolerance.
- Floor preparation done by others, must be within our product's required specification, and the sub-floor must be clear and free of grout, adhesives, or other contaminants.
- Any additional floor preparation including but not limited to grinding, screeding, or sanding to bring your sub-floor within specification will be required to be charged accordingly.
- Please understand that even with correct floor preparation, the installed floor will never be completely level, as this is almost impossible to achieve. You may still notice some irregularities, unevenness, or downward movement.
- When contracted to uplift existing flooring, we will be unable to assess your sub-floor until the existing product has been uplifted. We can assist you with advice on the condition of your sub-floor once the floor is clear, as to whether floor preparation is required and likely costs. Floor preparation is a specialist trade and may require a specialist rather than your installer to prepare your sub-floor.
- Our installers need a covered area to cut and work in. This needs to be a minimum of 6sqm.
- The nature of our work means there will be dust. To reduce cleaning after installation, it is recommended that you cover items/bench tops/furniture and appliances with plastic sheeting for protection.
- It is common practice to undercut doorframes to allow expansion in your flooring. Some paint damage may occur which may need touching up by the client.
- Although all care is taken with your installation, sometimes small chips and marks on walls are unavoidable.
- It is not common practice to fill pin holes in scotia/beading.
- Doors may have to be removed if there is insufficient clearance for your new floor. It is the client's responsibility to have doors shaved and re-hung.
- The removal, replacement of balustrades or stringers is the client's responsibility.
- Kitchens, fittings, cabinets, and robes should be fully completed before your flooring is installed.
- For header boards (direct stick installation only) to be installed against ceramic tile areas, the tiles need to be set at an appropriate height and level across the doorway to allow a flush finish, as timber cannot be twisted to suit.
- Net fitting timber to frames and kitchens is not recommended due to expansion and contraction of your flooring. A silicon/caulking option is available (please discuss with your salesperson).

## **A) PASSING OF PROPERTY AND RISKS**

Property in the goods shall not pass to the Customer until the goods are paid in full. The Customer agrees that while the goods are in the Customer's possession or control such goods shall be held by the Customer as bailee until payment in full is received by the Company pursuant to this Contract. If the Customer defaults on the payment due to the Company for the goods, the Company may, without prejudice to any other rights it may have, recover the goods from the Customer. Risk in the goods shall pass to the Customer upon delivery of goods to the Customer.

## **B) ALL WORKMANSHIP IS FULLY GUARANTEED FOR 24 MONTHS FROM DATE OF INSTALLATION**

**SUPPLY CHAIN / SUBSTITUTION OF MATERIALS:** Supply chain disruptions are creating substantial delays within the greater construction industry, including domestic building and renovations. If any of the products or materials required under this contract are in short supply or cannot be procured within a suitable timeframe to maintain the required installation date, Trevors may, provided that the buyer shall so agree in writing (which agreement shall not be unreasonably withheld), supply an alternative option of equal quality to meet the requirements of the contract.

## **C) DISPUTE RESOLUTION**

1) A party claiming that a dispute has arisen under or in connection with these Terms and Conditions must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

2) A party that requires resolution of a dispute which arises under or in connection with these Terms and Conditions must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

3) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith.

4) If the dispute is not resolved within a period of 28 days after the date of the notice, a party may by notice to the other party or parties to the dispute refer the dispute for mediation by the Australian Disputes Centre (the ADC) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter referred to the ADC (Guidelines). The terms of the Guidelines are hereby deemed incorporated into this agreement.

5) If the dispute is not resolved within 28 days after the appointment of the mediatory, any party may take legal proceedings to resolve the dispute.

## **D) FORCE MAJEURE**

1) Trevors will not be liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure arises out of a Force Majeure Event.

2) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:

- (i) reasonable details of the Force Majeure Event; and
- (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.

3) Subject to compliance with clause D(2), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

4) For the purposes of these Terms and Conditions, a 'Force Majeure Event' means any:

- (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (ii) strikes or other industrial action outside of the control of us;
- (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
- (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to

perform our obligations.

#### **E) GOVERNING LAW AND JURISDICTION**

This agreement is governed by the law applying in Western Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

#### **F) WAIVER**

No party to these Terms and Conditions may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

#### **G) SEVERANCE**

Any term of these Terms and Conditions which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

#### **H) ENTIRE AGREEMENT**

These Terms and Conditions embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter these Terms and Conditions.

**END OF DOCUMENT**