



HOME SERVICES TERMS & CONDITIONS

WINDOWS & FLOORING

1 OUR TERMS & CONDITIONS

1.1 Terms for our services.

These are the terms and conditions on which we provide our services to you for your new windows and flooring. We only provide our flooring and window fitting services to residential use properties. We do not provide these services for commercial use properties. Terms and conditions specifically relating to a window fitting or flooring fitting can be found in parts A and B below.

1.2 Why you should read them.

Please make sure you read these terms carefully before you accept your estimate and make payment. These terms tell you how we will provide our services to you, how you can change your order, what to do if there is a problem and other important information. **These terms limit our liability, impose obligations on you and permit us to charge you in certain instances.**

2 YOUR ESTIMATE

2.1 Types of estimate

Estimates are based either on your own measurements for us to supply only or on those taken by a professional Estimator from our staff (who we refer to as Partners) who has visited your home.

2.2. Online orders and virtual estimating appointments

The estimates we calculate for supply only, whether in branch, online or via virtual appointments, are based on your own measurements as we generate them based on the dimensions you provide. You therefore take full responsibility for the measurements and purchases cannot be refunded or exchanged if they are subsequently incorrect for your needs. Please check these dimensions to ensure they are accurate and contact us prior to acceptance should you find any discrepancies. If you need guidance on how to measure you can find our free measuring guides online. You remain responsible for the measurements you provide if you chose to do so.

Our standard cancellation charges will apply for failed deliveries.

2.3 Before an Estimator visits your home.

We will contact you before an Estimator visits your property to take some details about your requirements. During our call to you we will run through a list of what you will need to do before the measure takes place, this will include but not be limited to moving objects out of the area, being available on time, access to your property. You or a person over 18 must be present throughout your appointment.

A measure appointment cannot be completed if works are underway. We therefore cannot provide an estimate until works are complete.

2.4 Basis of your estimates.

Estimates will be based on the cost of products within the quotation. Estimates are created on the basis that no additional works are required and all necessary building works are completed ahead of your fitting appointment. In addition, if you request for your installation to take place over several days we may apply minimum fitting charges to each fitting appointment. This means further charges will apply and may be higher than your original estimate.

2.5 Your estimate.

Once a Partner has visited your property to obtain measurements for your fitting, we will provide you with an estimate. This may be during or after your measure appointment. Due to potential pricing changes, our estimate will be valid for a period of twenty-eight days from the date of the estimate. If you decide you would like to accept the service after the twenty-eight day validity the price may need to be revised and a new estimate issued in response to changes in products or costs. If you haven't accepted an estimate within the three month period from us initially taking your measurements but subsequently wish to do so we may need to re-visit your property to re-take measurements.

If you opt for our payment options set out in section 4 below (our Interest Free Credit payment option or Partnership Card) we will extend your twenty-eight day estimate validity period to cover the application approval process.

2.6 Changing your estimate.

For simple changes to your estimate, such as changing the colour, or adding or removing our additional services, please email jl.flooring.changes@johnlewis.co.uk or jl.windows.changes@johnlewis.co.uk and follow the necessary instructions. Alternatively, you can call our Home Services Customer Care team on 0345 608 0850 quoting your reference number to arrange a fully revised estimate, based on the measurements taken.

In all cases a new estimate will need to be sent to you, revisions could cause delay in progressing your order. If your estimate is changed and a new estimate is issued, your prior estimate will no longer be valid.

2.7 Accepting your estimate.

If you are happy to proceed with your chosen products and services included in the estimate, you can confirm acceptance in several ways:

- (a) with your estimator during the visit;
- (b) by email, click on jl.flooring.acceptance@johnlewis.co.uk or jl.windows.acceptance@johnlewis.co.uk;
- (c) with a Partner in store if you bring your paperwork;
- (d) by completing, signing and posting the enclosed Postal Acceptance Form to our Home Services Customer Care Team at the address on the form.

3 OUR CONTRACT WITH YOU

3.1 How we accept your order.

After accepting your order in line with section 2.5 above, you will have fourteen days from the date of your acceptance to make payment. If you don't pay within the fourteen day period, we may need to send you a new estimate. If you require changes to your estimate the provisions of section 2.4 apply. Once we have received payment of the estimate amount a contract will be made between you and us.

At this time you and we will be bound to these terms and conditions.

4 PAYMENT OPTIONS

We offer a number of payment options to suit your needs, these include:

- (a) Cash.
- (b) Debit or credit card.
- (c) Gift card.
- (d) Partnership card <https://www.johnlewisfinance.com/partnership-card.html>
- (e) Interest Free Credit <https://www.johnlewis.com/our-services/interest-free-credit>.

5 YOUR ORDER

5.1 Placing your order.

Once you have paid your estimate we'll place an order for the products subject to the products' availability, and arrange to book a fitting appointment when a fitter is available. Once we have placed your order we are unable to make any amendments.

5.2 Cancelling your order.

As these products will be made to your own bespoke specifications, we're not able to accept a return and refund your payment unless there is a clear manufacturing defect with the products (please see section 11 below for further details on this). If there is a manufacturing defect we may refund a proportion of the fees you have paid in respect of the services you will no longer receive, less any administration fees.

6 THE PRODUCTS AND SERVICES

6.1 Samples.

Please be aware when considering your order, samples should only be used as a guide to the colour, so an exact match to the samples cannot be guaranteed. You won't be able to reject the products, nor claim compensation for minor variations between the sample or description of the products.

6.2 Minor changes to the products.

We may change the product but these changes will not affect your use of the product and we'll notify you of any changes in writing. We may do this for the following reasons:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements.

These changes will not affect your use of the products and we'll notify you of any changes in writing.

7 WHAT HAPPENS BEFORE YOUR FITTING APPOINTMENT

7.1 Scheduling your fitting appointment

We will only be able to provide a guideline on the time frame of your installation on your appointment date.

7.2 Rescheduling your fitting appointment.

Our fitters are booked several days ahead of your fitting appointment, so if you wish to reschedule please call us on 0345 608 0850 not less than three working days before your scheduled fitting appointment.

If you wish to reschedule less than three days before your fitting appointment, an administration fee will be charged in accordance with these terms and conditions. See section 17.

7.3 Before your fitter arrives.

We will contact you to give you a morning or afternoon slot for the time our fitters will arrive on the day of your fitting appointment. During our call to you we will run through a list of what you will need to do before arrival. This includes moving objects out of the area of installation, being on time, access to your property and any other relevant matters. When your appointment is scheduled you will also be advised of your obligations.

7.4 Parking restrictions.

If you haven't already informed us when booking the fitting appointment, please contact us on 0345 608 0850 to let us know of any parking restrictions or vehicle access challenges. If parking requires permission or additional permits, you will need to arrange this ahead of the appointment at your own cost. If you don't provide the relevant parking permissions and we're unable to park to access your property, this will result in your fitting being cancelled.

If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

7.5 Restrictions to the fitting area.

Please inform us in advance of any restrictions within your property such as no lift access (if a flat) or if building works are in progress, by calling us on 0345 608 0850. The area being fitted must be easily accessible and not subject to any alterations. If you fail to provide unrestricted access to the fitting area, this will result in your fitting appointment being cancelled.

If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

7.6 Furniture Moving Service.

You can choose a furniture moving service at an additional cost at the time of your estimate. This means that our fitter will move your empty furniture from the fitting area as long as it has been cleared of all its contents and these have been removed from the fit area. Any furniture not emptied or disassembled by you may either be moved by us at your own risk, or result in your fitting appointment being cancelled if it is not possible for us to move the furniture.

If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

Our fitters will not move the following items and these must be moved in advance of your fitting appointment: aquariums, antiques and antique furniture, decorations, ornaments and personal items, freestanding baths, four-poster beds, grandfather clocks, gym equipment, massage and motorised recliner chairs or recliner beds, pianos, plants, safes, stair lifts, electrical goods, televisions, computers, burglar/sensor alarms, fragile/high value items. If you are unable to move the listed items we may move the items at your own risk at an additional cost, or it may result in your fitting appointment being cancelled if it is not possible for us to move the furniture.

If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

7.7 Moving disconnected and unplumbed white goods.

Our fitters can move disconnected and unplumbed white or electrical goods at an additional cost. You must choose this service as part of your estimate.

7.8 Deliveries in advance of fitting.

Depending on the products and services you have ordered, products may be delivered to your property ahead of your fitting appointment. For more information please see our window specific and flooring specific terms and conditions set out in parts A and B below.

7.9 Getting ready for your installation.

Please see our window specific and flooring specific terms and conditions in **Parts A and B** of these terms and conditions for more information on how to get ready for your installation.

8 ON THE DAY OF YOUR FITTING APPOINTMENT

8.1 A person with authority must be on site

You or a person over 18 must be present throughout your fitting appointment.

8.2 Delegated authority.

If you are not present but a person over 18 is present, our fitters will assume you have delegated authority to that person to provide instructions to them.

8.3 Delays.

We will contact you before your fitting appointment if there is a delay to our arrival time.

8.4 We will wait fifteen minutes.

If we arrive and you aren't home, we will wait for up to fifteen minutes. If you aren't at your property within the fifteen minutes this will result in your fitting appointment being cancelled.

If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

8.5 Completing preparation actions

You must ensure you have completed all actions advised when the appointment was scheduled and discussed with you the day before your fitting appointment. This includes, making sure we have clear access to the fitting area, relevant parking permissions, and that all furniture is moved.

If your fitting appointment is cancelled as a result of your failure to prepare for the appointment, and you need to re-book a fitting appointment, an administration fee will be charged in accordance with these terms and conditions. See Section 17.

8.6 Additional product, alterations & installations.

Any additional products, alterations, installation work or visits required by JLP will be chargeable. Our standard cancellation charges will apply for failed installations due to errors on your measurements provided or unsuitable product selected. If you require further support to complete your purchase please see our virtual appointments or contact our customer care team for further advice.

9 OUR RIGHTS

9.1 Refusal of services.

We reserve the right to refuse your appointment booking or to carry out the services if any customer behaves in an inappropriate, misleading, or abusive manner.

9.2 Storage of Products.

We will store products in our warehouse for a maximum of three months after the date we receive the goods. You must accept delivery of your products within this time. In the event we have stored your products for over three months from the date of receipt, we are entitled to dispose of the products with no liability to us and to retain any sums received in respect of that disposal and any sums paid in advance.

9.3 Repeat cancellations.

If a customer has cancelled their fitting appointment three times, we reserve the right to cancel the services and retain any sums paid in advance.

9.4 Failure to re-book a fitting appointment.

Without prejudice to Clause 9.2, if for any reason we cannot complete fitting your products during the fitting appointment, you must re-book the fitting appointment in order for us to complete the fitting services. If we have not heard from you within three months of the failed fitting appointment, we reserve the right to cancel the remaining services and retain any sums paid in advance.

9.5 Additional product, alterations & installation work due to errors.

Our standard cancellation charges will apply for failed installations due to errors on your measurements provided or unsuitable product selected. If you require further support to complete your purchase, please see our virtual appointments or contact our customer care team for further advice.

9.6. Additional charges

At times unforeseen work may be required in addition to your estimate, such as removal of curtain poles/tracks not selected and paid for at time of acceptance. To install new poles, removal is now required. Payment will be required for the installation to take place.

Additional subfloor preparation, flooring accessories or furniture moves may be required. JLP will carry out works agreed with you or your representative. Any additional materials, labour or additional visits required will be charged at our standard retail rates. If the parties cannot agree upon the additional costs for the agreed installation, our cancellation policy will apply

All estimates are made with the assumptions of the information available and provided during the visit to your property or via virtual appointment as applicable. Any additional work or visits required are chargeable and payment is due to JLP before work is carried out.

10 OUR WORKMANSHIP GUARANTEE

10.1 Our guarantee period for workmanship.

We carefully select and approve the third party fitters we work with by assessing their previous installations, experience and accreditations. We will guarantee our installation and fit (our workmanship) for twenty-four months (Guarantee Period) from the date the fit is completed (our workmanship guarantee), giving you complete peace of mind that every aspect of your fit has been done safely and correctly.

10.2 How to tell us about problems.

If you have any questions or complaints about your fitting appointment, or you are not wholly satisfied with the standard of workmanship, please contact us immediately within the Guarantee Period. You can email our Home Services Customer Care Team at: windowsaftersales@johnlewis.co.uk, or flooringaftersales@johnlewis.co.uk. Alternatively, please speak to one of our Partners in-store.

10.3 Our investigations.

Where you have notified us of any issues within the Guarantee Period, we will carry out an investigation. If required, you shall allow one of our Partners, our insurers or trade professionals to access your property in order to investigate the damage and inspect the works.

10.4 Remedial work.

Where our investigations conclude that there is a genuine issue with the workmanship, we'll arrange for remedial works to be carried out (you'll need to allow us access to your property), so that we can fix any issues within an appropriate time period from when you notify us. If resolving the issue isn't possible, we'll refund you the amount you paid for the installation (or a fair proportion of such price).

10.5 Failure to notify us within the Guarantee Period.

You accept that if you fail to notify us within the Guarantee Period that we shall not be liable in respect of any defects in workmanship.

10.6 Third parties.

Our guarantee cannot be passed to any third parties and can only be claimed by you.

10.7 Extended warranty.

A fitted product that has an extended warranty (a warranty which is longer than our workmanship guarantee of twenty-four months), will have a manufacturer warranty and we may charge for the re installation of a faulty repaired product. For these products please refer to the manufacturer specific warranty for clarification on inclusions and exclusions of cover.

11 MANUFACTURING DEFECTS

11.1 Notifying us.

If you have any questions regarding the product, or think there is a manufacturing defect you should notify us immediately. You can email our Home Services Customer Care team as follows: windowsaftersales@johnlewis.co.uk, or flooringaftersales@johnlewis.co.uk. Alternatively, please speak to one of our Partners in-store.

11.2 Investigation.

Where you have notified us of any issues, we will carry out our own investigations of the alleged defect in the products. You shall grant our Partners access to your property for our own investigations.

11.3 How we will remedy the manufacturing defect.

If our investigation establishes that there is a manufacturing defect in the products, we'll remedy the manufacturing defect in one of the following ways:

(a) where the manufacturing defect arises within thirty days after the fit, we reserve the right (at your option) to either:

- (i) repair, replace and re-install the product (to the extent it is possible) or;
- (ii) provide a refund.

(b) where the manufacturing defect arises after thirty days but within six months of the product being fitted, we reserve the right to repair and replace the product

(c) where the manufacturing defect arises after six months of the product being fitted, you will need to provide evidence to prove that this was a manufacturing defect.

Where products need to be removed from your home for repair or alteration, we are unable to provide temporary replacements.

The following are not classed and not covered under manufacturing defects

- Pilling
- Pile reversal
- Light fastness

12 WHAT WE WILL BE LIABLE FOR

12.1 We do not exclude or limit in any way liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products, including the right to receive products which are as described and match information we provided to you and any sample seen or examined by you; of satisfactory quality; fit for a particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

12.2 When we are liable for damage to your property.

You must notify us of any damage to your property within twenty-four hours of your fitting appointment. Where, upon our inspection, it is found that the damage to your property is caused by our fitters while fitting the products, and the damage is so substantial and noticeable (for example, large scrapes and large scuffs on walls, floors and skirting boards), we will make good that damage.

12.3 Statutory Rights

For further information about your statutory rights contact your local authority, Trading Standards Department or Citizens Advice Bureau.

13 WHEN WE WON'T BE LIABLE

13.1 Our guarantee will not cover.

Our workmanship guarantee applies where we have fitted your products in accordance with these terms and conditions.

The guarantee will not cover the following issues and we will not be held liable:

(a) where you have failed to comply with our instructions or guidance given by the fitter or us in relation to the works, whether such instructions or guidance were provided verbally or in writing. This includes not following the preparation guidance set out in Part B "flooring specific terms", section 4 "preparing for your new flooring", and section 5 "sub-floor preparations" of these terms and conditions; (b) where products have been subject to misuse or neglect;

(c) where damage has arisen due to normal wear and tear;

(d) where the products have been modified or tampered with by anyone other than us, the fitter approved by us, or any other third party approved by us;

(e) where the products have not been installed by us or our fitters;

(f) where our fitters inform you that they have to cut and join the products for fitting purposes, for example, where your fitting area is large, our fitters will need to join pieces of carpet together and create seams to ensure the fitting area is completely covered;

(g) where damage is caused by circumstances outside our control, including but not limited to severe weather events such as flooding, arising where you have not informed us of any structural defects or anomalies, including sub-flooring which is poor quality, faulty, or unsafe, at the fitting location where the services have been carried out;

- (h) where you have not ensured that the fitter has clear, safe and uninterrupted access to the delivery address and the area where the fitting services are to be carried out;
- (i) where you have not provided adequate power, lighting, heating and other necessary facilities for the fitter to be able to carry out the fitting services;
- (j) where you have not notified us of any changes to the conditions of your property at the time agreed for the provision of the fitting services;
- (k) where the issue was caused by works not included in the fitting services and was therefore not in the control of the fitter;
- (l) where you have provided your measurements and a error has occurred due to this;
- (m) any supply-only product reported faulty after installation where the fault could be visible prior to installation. All faulty products should be reported before installation by you or your appointed fitter. Associated costs if goods are unchecked before installation will be your responsibility.

13.2 Damage to your property.

Where there is damage to the product or damage to your property caused by our fitters, and the damage is minor and caused in the ordinary course of business (including, but not limited to, small scrapes and scuffs on walls, floors and skirting boards), we are not liable and have no obligation to remedy the damage.

We are also not responsible for the cost of repairing any pre-existing faults or damage to your property which we discover while providing our services.

13.3 We are not responsible for delays outside our control.

If our supply of the products for your fitting appointment is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

If there is a substantial risk of delay you may contact us to end the contract and receive a refund for anything you have paid for but not received.

13.4 Loss of earnings.

We will not be liable for any loss you may suffer as a result of the requirement to be present whilst we deliver the products to you and whilst we carry out our services.

13.5 While we're working.

Please be aware we will not be liable for small amounts of unavoidable damage around the fitting area, including, but not limited to, small holes for drilling the products in.

13.6 Decoration.

Our service doesn't include making good of any décor slightly damaged in any way.

13.7 Additional costs.

If we find that the surface we're fitting to isn't strong enough, you'll be responsible for any additional costs we incur to enable a secure fixing.

14 AFTERCARE

We will make aftercare recommendations for your products. Please see the specific window terms and specific flooring terms in parts A and B of these terms and conditions below for more details.

15 INTELLECTUAL PROPERTY

Any measurements taken and plans or designs created remain the intellectual property of John Lewis & Partners. We cannot provide them for your personal use or for any other company or independent contractor to complete the work.

16 HOW WE MAY USE YOUR PERSONAL INFORMATION

Please refer to our Privacy Policy which can be found at <https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice> for details on how we use your personal information.

17 ADMINISTRATION FEES

Any administration fee charged under these terms and conditions will be in the sum of £150. We will contact you to take the charge payment of the administration fee by telephone.

18 OTHER IMPORTANT INFORMATION

18.1 We may transfer this contract to someone else.

We may transfer our rights and obligations under these terms and conditions to another organisation. We'll contact you if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within thirty days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

18.2 You need our consent to transfer your rights to someone else.

You are not allowed to transfer your workmanship guarantee set out in section 10 above.

18.3 No other person will have rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 If a court finds part of this contract illegal, the rest will continue in force.

Each of the sections of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

18.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you or anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you do not pay an administration charge and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.

18.6 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either Northern Irish or the English courts.

PART A: WINDOWS SPECIFIC TERMS

Oct/Nov 2022 Promotion - M2M Express

If your estimate contains a John Lewis fabric beginning 688xxxx produced between Thursday 13th October and Thursday 3rd November 2022, the fabric meterage price will automatically contain a promotional reduction. This price is only valid until Thursday 3rd November 2022. Orders paid for from Thursday 3rd November 2022 will be subject to a change in price. 28 day estimate validity does not apply where mentioned elsewhere. Promotional prices cannot be applied to an in-home measure or fit service.

1 When these terms apply

These terms and conditions apply if you have requested and ordered products and services relating to your windows.

2 Our window services.

All our window services are bespoke. Services involving fitting for window products are only available when we've measured and you've purchased the products from John Lewis & Partners. Our window services may include the following:

(a) Made To Measure Express (you measure and fit): Curtains, Roller and Roman blinds will be made to your exact measurements. Your product(s) can be delivered to you within 7-14 days from payment, providing the chosen fabric is in stock. If your chosen fabric is out of stock, a Partner in our contact centre will contact you with a revised expected delivery date. For orders that contain multiple products, any product that can be fulfilled within the 7-14 days will be sent within that time frame, whilst products awaiting stock will arrive later as per the agreed revised delivery date. We will pattern match joins on curtains and across each pair but pattern matching is not guaranteed for multiple curtains/blinds on the same order. If pattern matching is required across multiple windows we offer this exclusively within our Designed For You service.

(b) Designed For You (expert Partner measures and fits): As part of the Designed For You premium service, we'll do our best to hide any seams / joins. When you place an order, if you have multiple windows in your room, we will ensure all products come from the same fabric batch for colour consistency. The lead time will vary and we can only estimate a guideline timeframe. This will be subject to change due to the bespoke nature of the product you're ordering, with delivery within 4-10 weeks.

(c) Blackout blinds: please be aware that some light may be visible around the edges around the blind and window ledge.

(d) Venetian blinds: if you ask us to install metal Venetian blinds in the bathroom, it won't be subject to a guarantee as it may be at risk of rust.

(e) Roman blinds: please be aware that the folds in Roman blinds mean that when the blind is fully extended, creases may be visible. If the area for installation of the blind is wider than a width of your chosen material there will need to be a vertical join in the fabric. We'll make it up with a centre panel and two outer panels that will be pattern-matched.

(f) Chains and cords: all chains and cords on our blinds need to meet safety requirements and we must fit them in line with these. If your order includes blinds or tracks that are being fitted, depending on the item chosen, it may be necessary by law for us to fit child safety devices. If you're not happy for us to do this we'll be unable to complete your fit or provide a refund.

(g) Window additional services: we need you to remove any existing window fittings, curtains or blinds – unless you opt for our Poles & Tracks removal service. This service includes removal and replacement of rails, tracks and old window dressings, but not disposal of those items.

3 Your selection.

We will advise you on suitable fabric and products for your specific request, but cannot be held liable if you choose unsuitable fabric or products.

4 Our measurements.

To make sure all the window products are straight and even, we prepare estimates on the basis of measurements of the shortest drop. We make every effort to ensure that we provide exact measurements, but please be aware that the make-up can vary by up to one centimetre. Length measurements will always match within a pair.

5 Your own measurements.

If you have provided us with your own measurements for Made To Measure Express (as per section 2(a) above) we will make your curtain to the recommended fullness, providing ample coverage and drape at your window. Please note that curtains are manufactured using full or half widths of fabric and therefore the fullness of your curtains may vary.

Pencil pleat curtains will come with the tape undrawn/ungathered with a pack of hooks provided for you to draw and fit your curtains to your desire. Double and triple pinch pleat curtains come gathered with gliders inserted into the curtain as the pinch is made, these can be set to the required heading height.

Where you have provided us with your own measurements, we will not be liable for any error in your measurements and will not replace or refund any amount paid for the products and/or services.

6 Delivery.

For orders that do not include our fitting service, you must receive delivery of items. For orders including fitting service, all items will arrive with the fitter.

Please be aware that there will be an additional two weeks to delivery times where Fire Retardant or Scotchgard™ treatment is required. We will contact you and advise you of the varied delivery date in this instance.

7 Aftercare.

Curtains arrive boxed and can take time to relax in their new environment, so please unpack and lay flat immediately as this can reduce any initial creasing which may be of concern.

To achieve the best possible appearance for your new curtains, please keep them dressed (tied to train them into their draped folds) for the recommended 72 hours before untying.

Some natural fabrics may contract and stretch. Please allow fourteen days for your curtains to settle before you contact us to make any necessary alterations or carry out remedial work.

We are not responsible for the maintenance or reassembly of child safety features on our made to measure blinds, tracks and poles. We can provide simple instructions if you need to reattach.

For all products we recommend you clean with a light vacuum or brush.

These are only recommendations and we do not accept any liability if you choose to follow or ignore any or all of our recommendations.

8. Extra Products.

Your estimate may include an extra amount of your chosen fabric, to factor in for extra allowance for hems, headings and the excess needed to achieve pattern repeats where they are applicable to your design and measurements. Depending on the amount and condition of the leftover fabric, this may be disposed of by us at our discretion. This is included in your quoted price and isn't refundable.

PART B: FLOORING SPECIFIC TERMS

1 When fitting services are available.

Services involving fitting for flooring products are only available when you've purchased the products from John Lewis & Partners.

2 Underlay.

We always recommend purchasing new underlay in addition to your flooring services. If you don't purchase new underlay this may affect flooring products, and will invalidate your workmanship guarantee or 10 Year Guarantee (as defined below) as applicable.

3 Our flooring services.

Our flooring services may include (as detailed in your estimate) the following:

(a) CAD plan process: If you've chosen a complex or a bespoke luxury vinyl tile design, then this needs to have a Computer Aided Design (CAD) plan. When you accept your estimate, we'll supply the plan for your approval before we order the flooring. This can take up to four days.

(b) Old flooring uplift and disposal: This service is an additional chargeable service which must be chosen when you discuss your estimate with a Partner. During this service, the fitter will remove your old flooring and all off cuts and packaging left over from your new flooring.

(c) Door easing service: Our fitter may trim the doors (if detailed in your estimate) to allow for clearance.

If you have fire doors, hollow doors, front doors or any door leading outside the property that require easing, this will need to be carried out by a specialist carpenter and this is not a service provided by us. If you've decided not to opt for this service, the fitter may remove doors to facilitate fitting and have them ready for you or your appointed carpenter to carry out the trimming and re-hanging. We're unable to remove fire doors, and so you'll need to make arrangements before the fitting date so we can complete the work.

(d) Cabinet, plinths and skirting board adjustment services: The fitter will adjust your plinths to allow for your new flooring. If you don't want this service, the fitter may need to cancel and rearrange the appointment once you have completed the works, which may mean you will need to re-book your fitting appointment which will incur an administration charge.

4 Preparing for your new flooring.

You will need to check the following before your fitting appointment:

(a) any painted areas such as skirting boards are dry (minimum of a week);

(b) a plumber has disconnected your radiators if needed;

(c) a carpenter has removed all fire doors (if required);

(d) beading between the skirting board and your existing floor has been removed prior to enable a flush fit with your new flooring; or

(e) wiring and cables beneath existing flooring have been re-routed.

If you have not completed any of the above this will result in your fit being cancelled. If your fitting appointment is cancelled and you need to re-book a fitting appointment an administration fee will be charged in accordance with these terms and conditions. See Section 17.

5 Sub-floor preparations.

The following preparations will need to be completed before your fitting:

(a) it is your responsibility to ensure your sub-flooring is not defective and is suitable for our fit to be carried out.

(b) if your property was built before 1965, we'll have to carry out a moisture level test to see whether a damp-proof membrane is necessary. This will be an additional cost but do bear in mind that putting the membrane in place will increase the time it takes to prepare your sub-floor;

- (c) preparation may take more than one day. We may also need to acclimatise your new flooring, or allow additional drying time to prepare your sub-floor prior to fitting;
- (d) please switch on new heating systems for a minimum of fourteen days prior to installation and make sure that they do not reach a temperature of 27°C;
- (e) Additionally heating systems should be switched off seventy-two to ninety-six hours before installation and turn back on gradually forty-eight hours after the fit;
- (f) please allow tiles, adhesive, and sub-floor to stabilise to a constant temperature between 18°C - 27°C for a period of at least twenty-four hours before, during and after installation;

6 Delivery.

Where the products don't require acclimatisation the fitter will bring the products on the day of your fitting appointment; we may need to arrange delivery of some goods and accessories prior to your fitting appointment. Where products do require acclimatisation, you must receive delivery of your expected products up to three days before your fitting appointment. If they don't arrive please contact our Home Services Customer Care team and rearrange the date of your fitting appointment.

7 Uplifting and disposal of old flooring.

If you have decided not to use our uplifting service, you'll need to make sure you uplift and remove old flooring from the area prior to your fitting appointment.

If you fail to uplift and remove old flooring prior to your fitting appointment, your fitting appointment will be cancelled. You will need to re-book a fitting appointment and an administration fee will be charged in accordance with these terms and conditions. See Section 17.

8 Moth infestation.

If the fitter discovers moth infestation in your existing carpet, they won't be able to uplift and dispose of it as this may cross-contaminate your new flooring or products in the van.

9 On the day of your flooring installation.

Solid sub-floors, smoothing underlays and adhesives require a temperature of 15°C - 24°C for ideal drying conditions. If the weather is very humid, please bear in mind this could delay your flooring installation. You must have suitable sub-flooring for the installation to take place. If there are gaps in your sub-flooring we will offer paper underlay at an additional cost, which will be payable immediately. This is subject to our fitters having the required paper underlay available on the day of your fitting appointment.

If your sub-flooring is not suitable for the installation to take place, your fitting appointment will be cancelled and you will need to re-book a fitting appointment, and an administration fee will be charged in accordance with these terms and conditions. See Section 17.

10 Extra products.

You may receive an extra amount of your chosen flooring product, which is included in your quoted price and isn't refundable. Your fitter will leave this with you when the installation is complete.

11 Product after care for flooring.

We recommend that you read our aftercare guide for more information, or request the information from one of our Partners:

- (a) General: new flooring can fade where patio doors or large windows are present, so we recommend that curtains or blinds are used to protect against bright sunlight. We only recommend the use of manufacturer's own brand cleaning and care products, as the use of other products may lead to inferior results or leave harmful residues. Light fastness is not covered as a manufacturing fault.
- (b) Carpets: you may notice some differences in appearance at the edges of your carpet; a pole mark is a result of the carpet being wrapped tightly around the tube for shipping. These common variations will fade as the carpet becomes acclimatised and with vacuuming within four to six weeks.

(c) Luxury vinyl tiles: tiles, adhesive and sub-floor must be allowed to stabilise to a constant temperature between 18°C - 27°C for a period of at least twenty-four hours before, during and after installation.

(d) Solid sub-floors, smoothing underlayments and adhesive require temperature of 15°C - 24°C and relative humidity of 40 - 65% to dry properly.

These are only recommendations and we don't accept any liability if you choose to follow or ignore any or all of our recommendations.

12 The 10 Year Own Brand Guarantee for carpet and vinyl flooring

Workmanship

Our Own Brand Guarantee for workmanship on carpets and vinyl is for a period of 10 years. We carefully select and approve the third party fitters we work with by assessing their previous installations, experience and accreditations.

We will guarantee our installation and fit (our Own Brand Workmanship) for 10 years (Own Brand Guarantee Period) from the date the fit is completed (the 10 Year Guarantee), giving you complete peace of mind that every aspect of your fit has been done safely and correctly. Other than the period extension, all conditions apply as per the twenty four month workmanship guarantee. See above for further details.

Fitting and Wear

In addition to our workmanship Guarantee all products purchased from John Lewis own brand ranges for carpet and sheet vinyl come with a 10yr wear and installation guarantee. We carefully select and approve product from our supply base and work closely with them to maintain the highest standards.

We will guarantee that these selected products do not wear to the backing within the first 10 years of their use.

The table below clarifies this cover:

	10yr Wear	10yr Fitting	2yr standard workmanship guarantee
John Lewis brand carpets (must be purchased with new underlay) and Sheet Vinyl	√	√	√ all remaining manufacturing defects
Other Brands for carpets, sheet vinyl and hard flooring	* please refer to Individual brands for extended warranties or additional features and benefits	×	√

Product

Our Guarantee also covers delamination, yarn contamination, inconsistency of yarn length and line fault. Please refer to our workmanship guarantee for a list of separate manufacturing defects.

13. How your 10 Year Own Brand Guarantee applies

The Guarantee commences from the date of purchase. The guarantee is valid in Great Britain and Ireland and is non-transferrable. Proof of purchase of the product is required. If any repair or replacement takes place under the 10 Year Guarantee, the Workmanship Guarantee will be applicable from thereon in.

14. What isn't covered by the 10 Year Own Brand Guarantee

The Guarantee does not apply in the following conditions:

- a) Where there is evidence of product abuse, misuse, pet damage or use other than domestic use by you or family the guarantee is invalid.
- b) Where the product has been moved from its original location or tampered with in any way.
- c) Where the product has not been properly maintained in accordance with care instructions supplied then the guarantee is invalid.
- d) Where a product changes in appearance due to flattening, track marks/shading or change in colour then the Guarantee becomes invalid.
- e) Changes due to light fastness and position of direct light altering the colour of your flooring.
- f) Where a product becomes infested with moths or other. The exceptions are for 100% synthetic carpets.

15. What we will do

John Lewis will always prioritise repairing in the first instance however, should the flooring need replacing we reserve the right to use alternative, similar materials, where the original is no longer available.

John Lewis will only replace the damaged area and will review each claim on a room by room basis.

At the point in which a guarantee claim is processed by a customer, John Lewis & Partners reserves the right to review the length of time remaining within the guarantee timeframe and review the length in time remaining,

See section 11.3 in shared Terms for Windows & Flooring for how we will remedy manufacturing defects.

16 Supply only flooring

16.1 Measurements and calculations.

You are responsible for all measurements and calculations when estimating the amount of flooring to be ordered. Hard flooring such as laminate, LVT and engineered flooring is purchased per square metre but supplied by the box. The relevant pack size will be available to view on our website to help you calculate the number of boxes you need.

When estimating the amount of flooring you require for your installation, we recommend adding a tolerance of approx. 10% (rounded up to the nearest whole box) to your order to allow wastage during fitting. Please note that this is for guidance only and you are responsible for the final amount ordered. We are not responsible for any overages or shortages for incorrect measurements or order quantities placed.

16.2 Returns

Only unopened and undamaged boxes in the manufacturer's original packaging will be accepted should you wish to return part of or your entire order. This will be refunded at the original order value and does not constitute a cancellation of your order. If the item is not damaged or faulty, we will charge a collection fee of £29.95. Supply only flooring orders cannot be returned to a John Lewis & Partners branch, instead please call 03456 100 344 with your order number ready and one of our Partners will arrange collection. (Phone lines are open 7 days a week, 8:00am – 9:00pm)

16.3 Ordering additional product

If you order additional product due to a miscalculation of the amount required in your initial order, the additional product ordered may not be from the same batch that the initial order was supplied from.

16.4 Damaged goods and shortages

If your goods are damaged upon receipt, you must report it to us as soon as possible and no later than 14 days after receipt of the goods. If damages or shortages are noticed at the time of delivery, please let the delivery driver know and ask them to make a note of this. This does not affect your statutory rights and in the events of the goods being faulty, these will be replaced or refunded. We shall not be liable for time or financial loss as a result of, for example but not limited to; cancellation costs of a fitter booking, loss of holiday etc.

16.5 Cancelling your order

You have 14 days starting from the first working day after you have received your order to cancel and return all products for a full refund. You must contact us on [03456 100 344] to arrange a collection and the products must be unused and in the original packaging. A collection fee of £29.95 will be charged. If any boxes have been opened or are returned not in the original packaging, this will be deemed as acceptance of goods and we will accept or decline the return at our discretion.

16.6. Refusing delivery

If you refuse to accept delivery of your order for any other reason than the product being damaged, you are liable for return carrier charges incurred by your refusal.