

RUG NURSE – TERMS & CONDITIONS OF BUSINESS (REVISED 2025)

These Terms & Conditions apply to all Services provided by Rug Nurse (“we/us/our”), whose registered address is 125 London Road, Headington, Oxford, OX3 9HZ.

By accepting our Estimate, you agree to be bound by these Terms.

1. Definitions

“**Client/You/Your**” – the individual consumer entering into the Contract.

“**Contract**” – the legally binding agreement formed when you accept our Estimate.

“**Estimate**” – our written quotation describing the Services to be carried out.

“**Goods / Rug**” – the items you give us for cleaning, repair, restoration or storage.

“**Services**” – any cleaning, repair, restoration, treatment or related work we provide.

2. Forming the Contract

2.1 We will inspect your rug and provide a written Estimate.

2.2 The Contract is formed when you accept the Estimate in writing or electronically.

2.3 These Terms apply to all Contracts. No other terms shall apply unless agreed in writing.

3. Inspection, Pre-Existing Damage & Risks

3.1 Rugs often have pre-existing issues (wear, moth damage, pet urine, dye instability, weak fibres, dry rot, warping, loose wefts/warps). These may worsen during cleaning or repair.

3.2 We will carry out a visual inspection, but some damage cannot be identified until work begins. We will carry out a visual inspection, but some damage or weaknesses cannot be identified until work begins. If such issues are discovered, we will notify you immediately. You may then choose either (a) for us to continue the work at the revised cost, or (b) to stop the work, in which case you will remain liable for all work completed to date.

3.3 You agree that we are **not responsible** for:

- pre-existing wear or structural weakness
- colour run, dye-bleed or fading
- pile loss, shedding or fraying
- odours that cannot be fully removed (e.g. pet urine)
- hidden moth or insect activity
- shrinkage or distortion caused by age, material type or prior damage

3.4 You accept that these are inherent risks of working with antique, delicate or handmade rugs.

4. Services

4.1 We will provide Services with reasonable care and skill.

4.2 Colour and material matching during restoration is approximate; slight variations may occur.

4.3 Rugs with biohazard risks (mould, sewage, heavy pet urine) may require specialist treatment and additional fees.

5. Estimates and Fees

5.1 Our fees are based on the information provided to us at the time of preparing our Estimate. If any errors, omissions, or changes become evident which affect the Services to be provided, we reserve the right to revise our fees accordingly and will notify you in advance.

5.2 Any revision to our fees will reflect only the additional time, materials, or complexity required to complete the Services.

5.3 If you request any additional work or alterations after accepting our Estimate, we will provide a further written Estimate, which must be accepted by you before we proceed.

5.4 All Estimates remain valid for 30 days unless otherwise stated in writing.

6. Photographs & Documentation

6.1 We may take photographs of your rug before, during and after work for:

- insurance purposes
- quality control
- record keeping

6.2 These photographs are securely stored and retained only as long as necessary. These photographs may also be used for marketing purposes, including on our website, Instagram, social media pages and promotional materials. Clients have the right to access, correct, or request deletion of their personal data at any time by contacting us.

7. Collection, Delivery & Failed Delivery

7.1 We will provide an *estimated* collection date after we have inspected your rug and confirmed acceptance of our Estimate. Once the work is complete, we will notify you and provide an *estimated delivery date*. No rug will be released or delivered until any outstanding balance has been paid in full. Delivery times may vary depending on workload, availability, and unforeseen circumstances.

7.2 We will personally collect and deliver your rug using our own trusted staff. We do not use external courier or delivery services such as DPD, DHL, or similar third-party providers.

7.3 Collection and delivery times will be agreed with you in advance. If you are not available at the agreed time, a re-delivery charge will apply.

7.4 Once your rug has been collected, it will remain in our care and custody until delivery is completed and full payment has been received. No rug will be released until the outstanding balance has been paid in full.

7.5 If we attempt delivery and no one is present to receive the rug at the agreed time, a £125 re-delivery charge will apply each way to cover additional transport and handling costs. We require 48 hours' notice in advance if you wish to change the delivery date.

7.6 Risk in the rug passes back to you upon delivery or collection.

7.7 If a collection or delivery appointment is not cancelled or rescheduled at least 48 hours in advance, a £125 call-out/re-delivery charge will apply.

7.8 Delivery fees for rugs will normally fall between £35 and £250 each way, depending on the size and weight of the rug, delivery distance, location and access to the property. We will confirm the exact delivery cost with you in advance before you place your order or accept our Estimate, unless discussed otherwise.

8. Work Outside the UK and EU / Cancellation Costs

8.1 We provide Services throughout the UK and the EU. If your rug is to be transported or collected from a location outside the UK or EU, you will be responsible for all travel expenses, courier or shipping costs, customs fees, and any additional costs associated with the transport of the rug.

8.2 If you choose to exercise your 14-day statutory cooling-off right after we have already travelled, collected, or begun work on your rug, you will be liable for our reasonable costs incurred up to that point, including any travel and shipping expenses. These costs will be deducted from any refund due. You may request evidence of the costs incurred.

9. Storage & Abandonment (Torts Act Compliant)

9.1 Rugs not collected within 7 days of notification of completion will incur storage fees of between £12 - £25 per day.

9.2 Rugs not collected within 30 days will be treated as abandoned goods under the Torts (Interference with Goods) Act 1977.

9.3 We may then:

- sell the rug,
- dispose of it, or
- charge you the full cost of disposal.

9.4 Sale proceeds (if any) will be used to offset unpaid invoices and storage fees.

10. Payment, Deposits & Non-Payment

10.1 Payment is due immediately upon completion of the Services

10.2 We require a deposit of 50% before work begins.

10.3 Goods will not be released until all sums due are paid in full.

10.4 If payment is overdue, we may charge:

- 8% above the Bank of England base rate (Late Payment of Commercial Debts Act 1998)
- All reasonable debt-recovery or legal costs

10.5 Lien: We hold a legal right to keep your rug until full payment is made.

10.6 If payment remains outstanding for more than 30 days, we may sell or dispose of the rug (Torts Act 1977).

10.7 Where payment is not made within 30 days of invoice, we reserve the right to suspend all further services and collections/deliveries until payment is received in full.

10.8 If payment remains outstanding for more than 60 days, we may refer the matter to a debt-collection agency or issue court proceedings. You will be liable for any reasonable administrative, legal, and enforcement costs we incur in recovering the debt.

10.9 Any sale of uncollected rugs will be applied first to recover outstanding balances, storage fees, and disposal costs, with any surplus funds (if applicable) held for 30 days before being forfeited.

10.10 Title to the rug and any replacement materials remains with Rug Nurse until full payment has been received.

11. Instalment Payments

11.1 Where a client is unable to make full payment on completion, we may (at our sole discretion) agree to an instalment plan. Any instalment plan must be agreed in writing and will normally require:

- 50% payment upfront, and
- the remaining balance to be paid in two instalments, payable on the 1st of each month (or another date agreed in writing).

11.2 Instalment arrangements are a discretionary courtesy. We reserve the right to refuse or withdraw an instalment plan at any time prior to work commencing.

11.3 No rug will be released, delivered or made available for collection until the full balance has been paid in cleared funds.

This condition applies even where an instalment plan is agreed.

11.4 If any instalment is missed, paid late, or fails to clear:

- the entire remaining balance becomes immediately due,

- interest may be added in accordance with clause 10.4,
- we may retain the rug under our lien rights until all sums are paid, and
- services may be suspended and/or future work refused.

11.5 If the rug remains in our possession because instalments were missed or delayed, storage fees under clause 9 will apply until the balance is cleared.

11.6 If the balance remains unpaid for more than 30 days after a missed instalment, the rug may be sold or disposed of under the Torts (Interference with Goods) Act 1977, and proceeds (if any) applied to the debt.

12. Pre-Existing Cleaning, Chemical Treatments & Previous Repairs - Disclosure of Previous Treatments & Repairs

12.1 You must inform us in writing before we begin any work if your rug has previously been:

- cleaned (professionally or at home),
- treated with stain removers, deodorising sprays, moth / insect treatments or chemicals,
- exposed to pet urine or home remedies (including vinegar, bleach, enzyme cleaners, baking soda),
- repaired, patched, re-woven, glued, over-stitched or altered in any way.

12.2 Many chemicals, dyes and repair materials used by other cleaners or repairers are incompatible with our specialist cleaning and restoration processes. We cannot be held liable for any reaction caused by previous undisclosed treatments or repairs.

12.3 If a rug has been previously repaired, our repair work may require removing the old repair, dismantling or opening parts of the rug, replacing or re-aligning previous stitching or patchwork, or stabilising the warp/weft before new work can be carried out. This is often necessary to correct improper or weak repairs, and it may incur additional costs, which we will inform you of before proceeding.

12.4 If you do not tell us about previous cleaning, treatments or repairs, we will not be liable for resulting damage or failure of the rug, and any extra work required to correct hidden issues will be chargeable.

12.5 We reserve the right to refuse to work on a rug if previous treatments make the rug unstable or too risky to handle.

13. Cancellation & Part-Work Charges

13.1 As a consumer, you have a statutory right to cancel this contract within 14 days of signing it (“the cooling-off period”) under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*.

13.2 To exercise your right to cancel, you must notify us in writing (by email or post or WhatsApp message) before the cooling-off period expires.

13.3 If you request that we begin work during the cooling-off period, you must complete and sign our Cooling-Off Waiver Form before we start any services. By signing this form, you expressly request that we begin work immediately and acknowledge that:

- you will lose your right to cancel once the service has been fully performed; and
- if you cancel after work has begun, you will be charged for the work completed up to that point.

A copy of this waiver will be provided to you for your records.

13.4 If you request work to start within the cooling-off period, you will:

- lose your right to cancel once work is completed; and
- be charged for all work completed plus a 25% administration fee if you cancel after work has begun.

13.5 Once cleaning or restoration has started, it cannot be reversed and full charges will apply.

13.6 By requesting that we begin work, or deliver a rug, before the expiry of your 14-day cooling-off period, you confirm that you have expressly agreed to waive your statutory right to cancel once the Services have been completed or the rug has been used.

13.7 If you later cancel within the cooling-off period after work has begun or delivery has been made, you will be liable to pay for all Services performed and any costs incurred up to the date of cancellation.

13.8 A signed or written waiver form may be required to confirm this instruction.

13.9 If you decide to cancel any repair, restoration, or cleaning work after collection or assessment, you will be required to complete a Cancellation Form confirming your decision and understanding that:

- work already completed will be chargeable, and
- any collection, delivery, or inspection costs incurred up to that point will be payable.

13.10 If you are dissatisfied with any completed repair or cleaning and request that we re-inspect or rectify the work, you may be asked to complete a Service Feedback or Complaint Form so that we can properly document the issue and take appropriate action.

12. Sales of Rugs – Cooling Off, Returns & Deductions

12.1 Where you purchase a rug from us online, over the phone, or outside our premises, you have a statutory 14-day cooling-off period beginning on the day after you receive the rug. During this period, you may cancel your order for any reason.

12.2 To cancel, you must notify us in writing (email is sufficient) within the 14-day period. You must then return the rug to us within a further 14 days at your own cost.

12.3 You have a legal duty to take reasonable care of any rug while it is in your possession. Rugs must be returned in the same condition as supplied — unused, unsoiled and undamaged.

12.4 If the rug has been used, laid on the floor, exposed to pets, odours, or liquids (including wine, food or other spills), or shows any signs of wear, we reserve the right to make a deduction from any refund to reflect the reduction in value, including the cost of professional cleaning or restoration.

12.5 Refunds (less any applicable deductions) will be processed within 14 days of receiving the returned rug.

12.6 Rugs purchased in-store or bespoke / customised rugs are non-returnable unless faulty or misdescribed.

12.7 Nothing in this clause affects your statutory rights under the *Consumer Rights Act 2015*.

13. Bespoke and Custom Orders

13.1 Any rug that is custom-made, specially ordered, or altered to your specifications is non-refundable.

13.2 Once a bespoke or special-order rug has been commissioned or production has begun, the order cannot be cancelled or amended.

13.3 Payment for bespoke rugs must be made in full prior to production or sourcing.

13.4 This policy complies with Regulation 28(1)(b) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which excludes the right to cancel for goods made to a consumer's specification or clearly personalised.

13.5 We reserve the right to request written confirmation (including by email) that you understand and accept that your bespoke order is non-refundable before work or sourcing commences.

12. Free Home Trial Programme (Oversized Rugs – 10ft and Above)

12.1 We offer a Free Home Trial Programme for selected oversized rugs (10ft and above), allowing you to view the rug in your home or business before making a final decision. This service is provided free of charge and without any obligation to purchase.

12.2 As part of this service, we will personally bring a curated selection of rugs to your property so you can assess colour, texture, scale, and suitability within your space.

12.3 Full details of the Free Home Trial Programme by contacting us directly.

13. Right to Suspend or Terminate Work

13.1 We operate a zero-tolerance policy toward verbal abuse, threats, or harassment of our staff. Any such behaviour will result in immediate termination of services, and we reserve the right to refuse future business.

13.2 We reserve the right to pause or stop work at any time if, in our reasonable opinion:

- continuing the work would be unsafe or impractical,
- the rug's condition is materially different from that described or inspected,
- you fail to provide payment or cooperation as agreed, or
- our staff or representatives are subjected to abusive, aggressive, or inappropriate behaviour.

13.3 In such cases, we may retain the rug until any outstanding balance or costs are settled.

13.4 If work is stopped for reasons beyond our control or due to your conduct, you will be charged for all Services carried out up to that point, plus any reasonable collection, delivery, or administrative costs.

14. Client Forms and Documentation

14.1 Certain stages of our work (such as collection, cancellation, or completion) may require you to complete or sign a form confirming details of the rug, the Services, or your satisfaction.

14.2 These forms are part of our quality-control and insurance requirements and are necessary to protect both parties.

14.3 If you refuse or fail to sign any required form — including satisfaction, cancellation, or complaint forms — we reserve the right to:

- withhold release or delivery of your rug until the documentation is completed, and/or
- treat the Services as complete and charge the balance due in full.

14.4 We will not be liable for any delay or inconvenience caused by your failure to sign required documentation.

15. Liability & Insurance

15.1 Our total liability for any loss, damage or claim arising from the Services (however caused) is strictly limited to the level of coverage provided by our current insurance policies at the time of the incident, or the amount you paid for the Services — whichever is lower.

15.2 Our insurance provides cover for rugs while in our custody. You acknowledge that liability for high-value, antique or collectible rugs may be restricted by our insurer's policy terms and monetary limits.

15.3 We are not liable for:

- loss of value of antique, handmade or collectible rugs
- colour variation or shading
- damage caused by pre-existing defects, wear, dye weakness or hidden moth/pest activity
- deterioration arising naturally during cleaning or repair
- odours that cannot be fully removed

15.4 If your rug is of unusually high value (including rugs valued above your own standard insurance), you must notify us in writing before work begins so we can confirm whether additional cover is required.

15.5 Our liability will never exceed the level of insurance cover available to us and permitted by law.

16. Guarantee & Client Satisfaction

16.1 We take great pride in our workmanship and offer a *100% satisfaction guarantee* on our Services. We will not issue the final invoice until you have confirmed you are satisfied with the work carried out.

16.2 If you are dissatisfied with any part of our Services, you must notify us in writing (email is sufficient) **within 24 hours** of delivery or collection. Failure to do so will be deemed acceptance that the Services were completed to a satisfactory standard.

16.3 Upon receiving your notification, we will:

- inspect the rug;
- carry out reasonable remedial work to address the issue; and
- if necessary, arrange for an *independent specialist* to review the matter before any refund is considered.

16.4 Any refund or price reduction will only apply to the portion of the Services found to be defective after our inspection and is limited to the amount paid for that portion.

16.5 This guarantee will not apply where:

- You have changed your instructions or failed to provide accurate information about the rug;
- The rug has been moved, used, stored, or treated by anyone other than us after completion;
- The issue arises from pre-existing wear, dye weakness, moth or pest damage, or fibre deterioration;
- You failed to grant us reasonable access to inspect or rectify the work;
- More than 24 hours have passed since completion.

16.6 This guarantee does not affect your statutory rights under the *Consumer Rights Act 2015*, but it sets out the full extent of our contractual warranty.

17. Independent Inspections & Expert Disputes

17.1 If a disagreement arises regarding the condition, value, or quality of the rug after our Services have been completed, both parties may, at their own cost, obtain independent written reports from qualified experts.

17.2 We reserve the right to request that any independent assessor or surveyor engaged by you provide us with reasonable access to the rug and an opportunity to inspect it ourselves before any conclusions are reached.

17.3 In the event of a dispute, you agree not to carry out any repair, restoration, or third-party cleaning work on the rug until such inspection and joint assessment have taken place.

17.4 Any liability or refund (if applicable) will only be considered after this process has been completed and will remain subject to the limitation of liability under clause 10.1 of these Terms and Conditions.

18. Complaints Process

18.1 Any complaint must be made in writing within 24 hours of delivery or collection of the rug. Complaints made after this time will not be accepted.

18.2 You must allow us:

1. to inspect the rug in person, and
2. to attempt to rectify any issue before seeking a refund, replacement, or independent report.

18.3 No refund, compensation or reduction will be considered if you refuse reasonable access for inspection, engage another company to carry out work, or continue to use the rug after delivery.

18.4 Our liability in relation to any complaint or claim is **strictly limited in accordance with Clause 15.1** and will not, under any circumstances, exceed the amount paid for the Services or the limit of our insurance policy (whichever is lower).

18.5 You agree that this complaints process constitutes your sole and exclusive remedy in the event of dissatisfaction or alleged defect in the Services.

19. Mediation & Dispute Resolution

19.1 Before issuing proceedings, both parties must attempt mediation.

19.2 This does not affect your statutory rights.

20. General

20.1 We may assign or transfer our rights to another provider; you will be notified if this occurs.

20.2 You may not transfer your rights without our written consent.

20.3 If any clause is invalid, the rest remain enforceable.

20.4 The Contract is between you and Rug Nurse only.

20.5 English law applies; exclusive jurisdiction lies with the courts of England & Wales.