

TERMS & CONDITIONS

These terms and conditions ("Terms") apply to all goods and services you order from us. Please ensure that you read these Terms carefully and check that the details on your Order Form are complete and accurate, before you sign the Order Form (if applicable). If you think that there is a mistake, please contact us immediately. Where reasonably practicable we will confirm any changes in writing to avoid any confusion between you and us. We use the following defined terms throughout these Terms:

"Contract" means a binding contract for the supply of Goods and/or Installation formed in accordance with these Terms.

"Event Outside Our Control" means any act or event beyond our reasonable control, including but not limited to, third party default, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, flood, fire, storm, earthquake, subsidence, epidemic, explosion, accident, breakdown of manufacturing or other equipment or unavailability of raw materials.

"Goods" means the blinds, curtains, shutters and/or other window furnishings and/or products manufactured and/or supplied and/or installed by us in connection with your Order.

"Guarantee Period" means a period of 24 months in relation to window blinds, 36 months in relation to wooden shutters and 25 years in relation to vinyl components used in the manufacture of vinyl shutters, each commencing on the date the Goods are delivered or collected, as the case may be.

"Installation/Install/Installed" means the fitting of Goods by us

"Order" means an order made by you for the supply of Goods and/or Installation by us on an Order Form or otherwise in accordance with these Terms.

"Order Costs" means costs incurred by us in connection with your Order including but not limited to costs incurred in manufacturing and/or purchasing the Goods, or other goods or materials used in their manufacture, or of installing Goods, up to the date an Order is cancelled.

"Order Form" means our standard order form setting out the details of your order for Goods and/or Installation and signed by you.

"Price" means the price of the Goods and/or Installation and any applicable delivery and/or packaging charges set out in the Contract. Our prices may change at any time but any price changes will not affect the Price in relation to any Order(s) you have placed prior to such price changes.

"Sales Literature" means all brochures, drawings, descriptive matter, specifications and websites used by us to advertise and promote Goods and/or Installation supplied by us.

"you/your" means the person ordering Goods and/or Installation from us.

"we/us/our" means Shutters & Blinds referred to on the Order Form. Any reference to "we/us/our" does not mean Shutters & Blinds Ltd which is a separate legal entity to the franchisee you are contracting with and has no liability to you under these Terms. When we use the words "writing" or "written" in these Terms, this includes e-mail.

1. OUR CONTRACT WITH YOU

1.1 You may enter into a Contract with us in the following ways:-

(a) A visit from our salespeople to you at your home, office or other location: the Contract will be formed when you sign the Order Form but will be subject to your statutory right to cancel the Contract. Your right to cancel is set out in the Order Form and in clause 3 below.

(b) Placing an order whilst visiting our trade premises: the Contract will be formed when you sign an Order Form.

1.2 If you wish to cancel or vary a Contract with us please refer to clause 3 of these Terms

1.3 If we wish to cancel the Contract we can do so in accordance with clause 4 of these Terms.

2. PRICE AND PAYMENT

2.1 The Price will include all taxes applicable from time to time. If the rate of such applicable taxes changes between the date of your Order and the date of delivery or Installation we will adjust the tax rate to be paid on any outstanding balance (subject to any amounts already paid for the Goods and/or Installation before the change in the rate of tax took effect). Please note that we may have had to make certain assumptions when pricing the Installation. Please note in particular clause 5.1 below.

2.2 Payment terms are set out on the Order Form or, in the absence of an Order Form, in the Confirmation of Contract email referred to in clause 1.1(a) above, or, in the absence of either, half of the Price must be paid by you at the time the Contract is made and the balance is payable immediately upon despatch of the Goods or upon completion of Installation, if we are installing the Goods for you.

2.3 We will debit payments from your debit/ credit card if you have supplied us with your details. Payments by cheque are not deemed to have been made until the cheque has cleared.

2.4 If you do not make any payment due to us by the due date for payment, we may charge you interest on that overdue amount at the rate of 3% a year above the base lending rate of the Bank of England from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. In the event of non-payment we may also cancel or suspend any outstanding Order(s) you have placed with us with immediate effect; we will notify you in the event of such cancellation or suspension.

2.5 It is always possible that despite our best efforts some of the Goods or Installation services we sell or supply may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the correct price for Goods or Installation is less than the agreed Price, we will charge the lower amount when dispatching the Goods to you and/or carrying out Installation. If the correct price is higher than the agreed Price, we will contact you for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as mispricing, we do not have to sell, supply or install Goods at the incorrect (lower) price. Please also see clause 4.1.2 below.

3. CANCELLING OR VARYING A CONTRACT

3.1 The Goods we will be supplying to you are made-to-measure to your own specification and as such are exempt from the right to cancel. If we do agree to cancel or vary the contract, you will be required to pay for all associated costs plus any loss of profit but no more than the original Price. Any payment of the Price (or towards the Price) previously taken by us will be retained by us in the event of such cancellation and offset against our order costs and loss of profit (as previously referred to) unless otherwise agreed at our discretion.

4. CANCELLATION BY US

4.1 We reserve the right to cancel the Contract or decline your Order:-

4.1.1. if we (or our suppliers) have insufficient stock of any fabric or product required to manufacture, supply or install the Goods you have ordered; or

4.1.2. if any of the Goods (or Installation) in your Order was listed at an incorrect price due to a typographical error or an error in the pricing information made by us and/or received by us from our suppliers; or

4.1.3. if we are unable to fulfil the Contract or Order because of an Event Outside Our Control; or

4.1.4. you break the Contract in any material way and you do not fix the situation within 7 days of us asking you to do so in writing. If a contract is cancelled by us in accordance with this clause 4.1.4 any payment made to us relating to your Order will be retained by us unless otherwise agreed at our discretion.

4.2 Where appropriate, before cancelling your Order we will make reasonable efforts to source and offer you suitable alternative Goods of a similar style and quality, but you are not obliged to accept them.

4.3 If we do cancel your Order we will notify you as soon as possible and will credit to you any payment already made to us relating to your Order to the extent that Order remains unfulfilled. Although we appreciate that you may be disappointed in such circumstances we will not be obliged to compensate you for any disappointment you may suffer.

5. INSTALLATION

5.1 If your Order includes Installation we have to make certain assumptions when we quote you a Price. These are that:

5.1.1. there is unobstructed access to free parking for a small van immediately outside the property where the Goods are to be installed;

5.1.2. the area around where the Goods are to be installed is unobstructed and of standard construction with no cables or pipes under the surface in the relevant area;

5.1.3. the walls, ceilings or wood into which we need to attach hanging apparatus are in a condition that allows us easily to obtain good fixings for the tracks, poles, brackets and battens;

5.1.4. you have removed all ornaments, appliances and other objects in the immediate working area; and

5.1.5. none of the areas or items into which we are installing the Goods have any warranties or guarantees that will be invalidated by the Installation.

5.2 If these assumptions are not met in your circumstances, or if you have reason to doubt that they are, (for example if you live in a very old property, there are hidden pipes conduits or cables or if you have parking or access problems), you must let us know at the point of Order or before. If you do not we are permitted by this clause to make an additional charge if additional work, time, costs or materials are required to complete the Installation for you as a result of these assumptions not being met which will be added to the Price. Any warranties you may have on third party products may be invalidated.

5.3 For the avoidance of doubt we will not be responsible for carrying out any building work, for moving any furniture to clear access to the immediate working area, or for the invalidation of any warranties you did not tell us about in writing.

5.4 If your Order includes Installation, we will make good any foreseeable damage to your property wrongfully caused by us in the course of such Installation. However, we are not responsible for the cost of repairing any pre-existing defects or damage to your property which is discovered in the course of such Installation.

5.5 We will make every effort to complete Installation on time. However, there may be delays due to an Event Outside Our Control. Please see clause 9 for our responsibilities when an Event Outside Our Control occurs.

5.6 In the unlikely event that there is any defect with the Installation you should contact us as soon as reasonably possible. Under these terms you are required to give us a reasonable opportunity to repair or fix any defect and we will use every effort to repair or fix the defect as soon as reasonably practicable.

6. PRODUCT DESCRIPTIONS

6.1 The product information and photographs contained on our website and in our Sales Literature are provided for illustrative purposes only.

6.2 Whilst every effort is made by us to ensure that Goods sold and provided to you or installed in your property match in every respect any sample or description/depiction we may have shown or given or sent to you, minor or immaterial variation or change in colour or pattern between the sample or description/depiction and the Goods provided or installed shall not entitle you to reject the Goods nor to claim any compensation or other remedy for such variation or change.

7. MEASUREMENT

7.1 If you are providing us with your own measurements please ensure that they are correct and accurate. We cannot accept the return of made-to-measure Goods if any defect or problem results from you providing us with incorrect measurements. If your Order includes Installation, we may make an additional charge of a reasonable sum to cover any extra work caused by your provision of incorrect/incomplete measurements and/or information. We reserve the right to suspend the Installation in such circumstances by giving written notice. If we do suspend Installation in accordance with this clause, you will remain liable to pay us for any Installation services already provided but you will not have to pay any further amounts for the Installation while it is suspended. This does not affect your obligation to pay any other amounts outstanding to us.

8. DELIVERY AND OWNERSHIP OF GOODS

8.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of Goods and the location of the property to which Goods are to be delivered. We aim to deliver your Goods to the delivery address stated on the Order Form within 20 working days of the date of your Order unless we confirm a later date to you.

8.2 While we will make reasonable efforts to adhere to delivery dates, any date and/or time given for the delivery of Goods or performance of the Installation is an estimate only.

8.3 Delivery of an Order for Goods only shall be completed when we deliver the Goods to the address you gave us. An order for Installation shall be completed when we have completed such Installation in accordance with the Order.

8.4 Responsibility for the Goods will pass to you once they have been delivered to you. However, you will own the Goods only once we have received payment in full for them and, where applicable, their Installation.

8.5 If more than one item is ordered we may deliver the Goods in instalments. If you ask us to deliver the Goods in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate Contract governed by these Terms. If we are late delivering an instalment or one instalment is defective that will not have any bearing on your contractual obligations concerning other instalments. If agreed that you may collect Goods from our premises, you can collect the Goods from us during our normal opening hours. Responsibility for the Goods will pass to you upon such collection.

9. GUARANTEE

9.1 We guarantee that all Goods sold to you will be free from material defects for the relevant Guarantee Period.

9.2 As a consumer, you have legal rights in relation to Goods that are defective or not as described in addition to the above guarantee. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

9.3 The guarantee given in clause 9.1 above does not apply to any defect in the Goods arising from fair wear and tear, wilful damage and/or misuse, abnormal storage or working conditions, accident, negligence by you or any third party, failure to use the Goods in accordance with the instructions, any unauthorised alterations or repairs or any specification or measurements provided by you. Any alterations made by you to the Goods shall invalidate this guarantee. All Goods replaced under the terms of this guarantee shall benefit from the remainder of the Guarantee Period. Fading to fabric and paint based products will inevitably occur due to fair wear and tear but performance of the product is unimpaired and fading should not be construed as a defect in any way.

9.4 If a defect arises in the Goods within the Guarantee Period, provided that clause 9.3 does not apply we will arrange:-

9.4.1. for the defective Goods to be collected from you in order to repair the Goods and return the repaired Goods to you, free of charge; or

9.4.2. to collect the defective Goods from you and deliver replacement Goods of similar quality and specification, free of charge.

9.5 If the Goods are not defective, or the guarantee is found not to apply in accordance with clause 9.3, you will be responsible for the payment of our reasonable charges on a time and materials basis in respect of any repairs and collection and return of the Goods which we agree to carry out at your request. We will deliver an invoice to you for any such charges which will be payable within 14 days of delivery. We will not be obliged to supply or install any such repaired or replacement Goods until such invoice has been paid in full.

9.6 All Installations are guaranteed for a period of 12 months unless:

9.6.1. we need to customise Goods beyond the manufacturer's original specification;

9.6.2. the fittings you require or request do not support the weight of the Goods; or

9.6.3. someone who is not one of our staff has removed or refitted the Goods.

9.7 Before commencing Installations we use our knowledge of good building practice to decide if we should fit into a particular area. It is up to you to tell us if you know of any cables or pipes hidden in the wall, and we will not be held responsible for striking or damaging such fittings.

9.8 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you and/or Installation, we will arrange a new delivery date or Installation date with you after the Event Outside Our Control is over.

9.9 You may cancel the Contract if any Event Outside Our Control takes place and you no longer wish us to provide the Goods and/or Installation. If you exercise this right to cancel you will be responsible for any Order Costs incurred unless otherwise agreed between you and us. We retain the right to cancel the contract if the Event Outside our Control continues for longer than 90 days.

9.10 Nothing in these Terms excludes or limits our liability for causing death or personal injury. 9.11 Nothing in these Terms affects your statutory rights.

10. OTHER IMPORTANT TERMS

10.1 If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these Terms will not be affected.

10.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that you do not have to comply with those obligations. If we do waive default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.3 Subject to clause 10.4 below, we will only use any information you give us in relation to your Order for the purposes of processing your Order, providing the Goods and/or Installation for you and to inform you of similar products or services that we provide. Please let us know if you would rather not receive such marketing correspondence. If you are ordering from us online details of our treatment of your personal data will be detailed there, and you will be given the option to opt in or out accordingly.

10.4 You agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

10.5 We may revise these Terms from time to time to reflect changes in how we accept payment from you and to reflect changes in the relevant laws and regulatory requirements.

10.6 If we have to revise these Terms under clause 10.5, we will give you at least 4 weeks written notice of any changes to these Terms before they take effect. In such circumstances you can choose to cancel the Contract within 7 days of receiving such notice in accordance with these Terms but you will be obliged to pay us any Order Costs we have incurred.

10.7 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or obligations under these Terms.

10.8 This contract is between you and us. Except where we have transferred our rights and obligations under clause 10.7 above, no other person shall have any rights to enforce any of its terms.

10.9 This contract is subject to UK, Scottish and Irish law and in the event of a dispute we agree to submit to UK, Scottish and Irish law.