

Terms & Conditions of Supply & Fitting Goods

These terms and conditions ("**Terms**") apply to all goods and services you order from us. The goods we sell are generally bespoke products made to your order. To enable us to proceed with your order before the end of any cancellation rights you may have (depending on how you order) we will sometimes ask you to confirm that you are happy to be responsible for costs we incur in producing your items up to the date you may cancel it. We do this as the items we make or source for you are unlikely to be resaleable to others.

We use the following defined terms throughout the Terms:

"**Contract**" means a binding contract for the supply of Goods and/or Installation formed in accordance with section 1 below.

"**Goods**" means the blinds, curtains, shutters or other window furnishings or products manufactured and/or supplied by us which are the subject of your Order.

"**Installation**" means the fitting of the Goods by us.

"**Order**" means an order made by you for the supply of Goods and/or Installation by us on an Order Form.

"**Order Form**" means our standard order form which may vary depending on how you place your Order with us.

"**Price**" means the price of the Goods and/or Installation and any applicable delivery or packaging charges.

"**Sales Literature**" means all brochures, drawings, descriptive matter, specifications and websites used by us to advertise and promote the Goods.

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

"**we/us/our**" means Custom Blinds Limited.

When we use the words "writing" or "written" in these Terms, this will include e-mail.

1. OUR CONTRACT WITH YOU

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

a. **Through our website, catalogue, over the phone or otherwise at a distance:** the Contract will be formed when we send you a confirmation of Contract email or when we dispatch the Goods, whichever is sooner.

b. **A visit from our salespeople who visits you at your home, office or other location:** the Contract will be formed when you sign the Order Form. Such orders will be subject to the Doorstep Selling Regulations and your rights under these regulations are clearly set out in the Order Form.

c. **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 a Contract with us please refer to section 3 of these Terms to see if cancellation is permitted, and, if so, how to go about doing it.

1.3 If we wish to cancel the Contract we can so in accordance with section 4.

1.4 We always try to deal with the Contract as quickly and efficiently as possible, but sometimes we will be unable to do so. Any times stated by us are therefore estimates only.

2. PRICE AND PAYMENT

2.1 The Price will include all taxes applicable from time to time, but please note that we may have had to make certain assumptions when pricing the Installation - **please note in particular section 5.3 below.**

2.2 Our Order Form/Order Confirmation will give details of the payment terms for your Order. We will debit the Price from your debit or credit card accordingly if you have supplied us with your card details. Payments by cheque are not deemed to have been made until the cheque has cleared.

3. CANCELLING A CONTRACT

Your rights to cancel a Contract vary according to how you Order from us, and what type of Goods you Order.

3.1 Subject to clause 3.2, as the Goods we will be supplying to you are made-to-measure Goods and are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to any Goods that are faulty or not as described).

3.2 If you Order during a visit from one of our salespeople to your home or place of work, your rights to cancel are clearly outlined on the Order Form.

3.3 If you are entitled to cancel the Contract, and wish to do so, you will be responsible to pay the reasonable fees and costs we have incurred already fulfilling our part of the Contract including loss of profit to date up to the overall value of the Order.

3.4 If you have received the Goods before you cancel the Contract, please contact us as soon as possible for guidance on how to pack your Goods and arrange for them to be returned to us.

4. CANCELLATION BY US

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

4.1.1 we have insufficient stock of the fabric or product required to manufacture and/or supply the Goods you have ordered; or

4.1.2 any of the Goods 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.

4.2 Before cancelling your Order we will do our best 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. Although we appreciate that you may be disappointed in such circumstances we will not be able to offer you any compensation for 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 access to immediately outside your property is unobstructed to a medium size (transit) van with free parking available;

5.1.2 unrestricted access into the property/area for installation is available at the time agreed for installation

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

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

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

5.1.6 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. If you do not we may need to make an additional charge if additional 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, and 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.

6. PRODUCT DESCRIPTIONS

6.1 The product information and photographs contained in our Sales Literature are provided for illustrative purposes only and we cannot warrant that they are accurate.

6.2 Whilst every effort is made by us to ensure that Goods sold and delivered to you or installed in your home match in every respect any sample or description 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 and the Goods delivered shall not entitle you to reject the Goods nor to claim any compensation for such variation or change.

7. MEASUREMENT

7.1 We can make the Goods according to the measurements you provide us. You can find information and tips on how to measure in our Sales Literature or on our website or by contacting us.

7.2 If you are providing us with your own measurements please ensure that they are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure Goods if the reason for the return is because you provided us with incorrect measurements.

8. DELIVERING YOUR GOODS

8.1 We aim to deliver your Goods to the address you have provided on the Order Form for delivery within 30 days of the date of your Order unless we confirm a later date to you.

8.2 Any delivery date given for the delivery of Goods or performance of the Installation is an estimate only. Whilst we will make every effort to deliver on this date we must stress that it is an estimate and may be subject to change.

8.3 Ownership of, and risk in, the Goods will pass to you once they have been delivered to you. If you return the Goods, ownership of, and risk in the Goods returned will pass to us on receipt of the Goods by us.

8.4 If more than one item is ordered we may deliver the Goods in instalments.

9. WARRANTY

9.1 We warrant that all Goods sold to you will be free from material defects for a period of 60 months from delivery of the Goods to you.

9.2 As a consumer, you have legal rights in relation to Goods that are faulty or not as described in addition to the above warranty. 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 warranty given in clause 9.1 above does not apply to any defect in the goods arising from fair wear and tear, wilful damage, abnormal storage, 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 provided by you.

9.4 If the Goods are defective on delivery or a defect arises within the following 12 months, please contact us to provide us with details of the defects and we will discuss with you how the Goods should be returned to us. Provided that clause 9.3 does not apply and if it appears to us that the Goods are defective we will promptly 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 simultaneously deliver replacement Goods of similar quality and specification, free of charge; or

9.5 If the Goods are not defective, or have been modified, misused or the subject of negligence, you will be responsible for the payment of our 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.

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

9.6.1 we need to customise items 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 or explicitly accredited 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 such fittings.

9.8 We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract, or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, third party default, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident, breakdown of manufacturing or other equipment or unavailability of raw materials.

9.9 In these Terms we do not seek in any way to limit your statutory rights, nor to limit our liability for any death or personal injury resulting from negligence on our part.

10. GENERAL 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 conditions will not be affected.

10.2 Failure or delay by us in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.

10.3 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.

10.5 This contract is subject to English law and the non-exclusive jurisdiction of the English courts.