

Tendring Blinds & Shutters Ltd

Terms and Conditions

1.1 These are the terms and conditions on which we supply products to you, whether these are goods and/or services.

1.2 Please read these terms carefully before your order is processed. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2 INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Tendring Blinds & Shutters Ltd, a company registered in England and Wales No. 13616624. Our office is at Winton Cottage, New Thorpe Avenue, Thorpe-Le-Soken Essex CO16 0LR. Our registered VAT number is GB392302411..

2.2 You can contact us by telephoning us on 01255 474241 or by writing to us at info@tendringblinds.co.uk or at the address detailed above.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 When we use the words “writing” or “written” in these terms, this includes

emails. 3 OUR CONTRACT WITH YOU

3.1 These terms will apply to your purchase of any goods and/or services from us and may only be changed with our prior written authorisation. These terms together with your order once accepted by us will constitute the contract between you and us for our supply and your purchase of such goods and/or services.

3.2 Any quotation given by us shall not constitute an order and is only valid for a period of 60 business days from its date of issue. We may extend this period at our discretion.

3.3 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock or because of unexpected limits on our resources which we could not reasonably plan for.

3.4 By entering into a contract with us you warrant to us that you have the right to contract with us to supply the goods and services at the property where they are to be delivered, installed and provided.

4 OUR PRODUCTS

4.1 The images of the products in our brochure, our visualisation application and/or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

5 YOUR RIGHTS TO MAKE CHANGES

5.1 If you wish to make a change to the product(s) you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product(s), the timing of their supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 OUR RIGHTS TO MAKE CHANGES

6.1 We may change any of the product(s) you have ordered:

6.1.1 to reflect changes in relevant laws and regulatory requirements;

and/or 6.1.2 to implement minor technical adjustments and improvements.

These changes will not affect your use of such product(s).

6.2 If for any reason we are required to make more significant changes than those set out above to any of the product(s) you have ordered, which will affect your use of such product(s), we will notify you and you may then contact us to end the contract before the changes take effect and receive a full refund for any product(s) you have paid for but not received.

7 DELIVERY

7.1 We will deliver the goods and supply the services to the address notified to us at the time the order was placed.

8.2 You will supply us with such information, rights of access and mains electricity that we may reasonably require in order to deliver the goods and perform the services

and/or to check the goods and their installation where you notify us about a problem with the same.

8.3 Any delivery or supply date or time specified by us at the time of quotation, or during the order confirmation process (as the case may be) is an estimate only, and we will not be liable to you for any loss sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control (including, for the avoidance of doubt and without limitation, any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time related to a cancelled installation appointment). All of our products are made-to-measure and may have extended manufacturing and/or delivery periods. Some products, including shutters, will have a delivery period in excess of 30 days. The estimated delivery date will be agreed with you at the time of the order.

8.4 In order to ensure safe working practices it is a condition of these terms that the area in which the works are to be carried out is cleared of, without limitation, pets, plants, furniture, breakable items and household residents. We require 24 hours' notice of a cancelled installation appointment otherwise we reserve the right to charge you for the costs of the cancelled appointment.

8.6 Relevant laws and legislative and regulatory requirements have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These laws, legislation and regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the product(s) you have ordered. In such circumstances you will remain liable for the full cost of the product(s) ordered and you agree that you will not treat our refusal to install the product(s) as a fundamental breach of the contract and you will remain bound under the contract to take delivery of the product(s). For the avoidance of doubt, we consider this clause 8.6 to be reasonable in all circumstances given the current legal, legislative and regulatory requirements. This will not affect your legal rights as a consumer in relation to any products that are faulty.

8.7 If our supply of the product(s) you have ordered 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 but, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund of any sums you have paid in advance for products which will not be provided.

8.8 If you do not allow us access to your property to deliver the goods or supply the services as arranged (and you do not have a good reason for this), we may charge you for the additional costs incurred by us as a result. If, despite our reasonable efforts, we

are unable to contact you or re-arrange access to your property we may end the contract.

8.9 The product(s) you have ordered will be your responsibility from the time we deliver the product(s) to the address you gave us.

8.10 You will own the product(s) you have ordered once we have received payment in full for the product(s).

8.11 We may have to suspend the supply of any product(s) you have ordered to:

8.11.1 deal with technical problems or make minor technical changes;

8.11.2 update the product(s) to reflect changes in relevant laws and regulatory requirements; or

8.11.3 make changes to the product(s) as requested by you or notified by us to you.

9 PRICE AND PAYMENT

9.1 The price for the goods and services to be supplied is stated on the Quote Form. All prices are inclusive of the cost of delivery, installation and VAT.

9.2 If the rate of VAT changes between your order date and the date we supply the product(s) you have ordered, we will adjust the rate of VAT that you pay, unless you have already paid for the product(s) in full before the change in the rate of VAT takes effect.

9.3 A deposit (which depending upon order value may be up to 50% of the agreed price) shall be payable by you upon confirming your acceptance of the order. In the event that cleared funds are not received for the deposit payment (for example, if your debit or credit card declines or your cheque is declined by your bank), we may request full payment by alternative payment method before the installation of any of the product(s) you have ordered takes place.

9.6 Unless payment in full has been made by you on placing the order, payment in full of the purchase price for the product(s) you have ordered, net of any deposit already paid, is due from you on delivery and completion of the installation of the product(s) or,

in the event of your cancellation of the order or ending of the contract under clause 14.3 below prior to completion of the installation of the product(s) or your refusal to accept delivery of the product(s), upon such cancellation, ending or refusal as the case may be.

9.7 Where you do not make any payment to us under the contract by its due date, we may, in addition to any other rights which we have under the contract and in law, withhold further deliveries or supplies or suspend performance of the contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.

9.8 In the event that your final balance payment is not received by us (for example, if your debit or credit card declines or your cheque is declined by your bank) or if you otherwise fail to make your final balance payment to us upon completion of the installation of the product(s) ordered, we may instruct internal or external debt collectors to collect the monies due from you under the contract. Where we instruct any debt collector, we reserve the right to charge you, in addition to the overdue amount and accrued interest and any other remedies or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector. Orders that remain unpaid after the due date shall be subject to an interest charge of 4% per annum above the Bank of England base rate from time to time. Interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us this interest together with the overdue amount.

9.9 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10 OUR WARRANTY TO YOU

10.1 Subject to clauses 10.3 to 10.7 below: (i) we warrant that any goods supplied will correspond with the specification set out in the Quotation at the time of delivery or supply, will be of satisfactory quality and will be fit for the purpose for which they are commonly bought and for the purpose for which they have been designed; and (ii) we warrant that the services supplied will be performed with reasonable skill and care.

10.2 Subject to clauses 10.3 to 10.7 below, and to the receipt of payment in full for your order we warrant that, for a period of 12 months from the date of installation, all goods and services supplied will be free from defects in materials and workmanship.

(ii) Subject to clauses 10.3 to 10.7 below, and to the receipt of payment in full for your order we warrant that, for a period of 36 months from the date of installation, all plantation shutters will be supplied free from defects in materials and workmanship.

10.3 If any services supplied by us are not in accordance with clause 10.1(ii) or 10.2 above, you should notify us in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to you on a reasonable inspection of the services. We will either arrange with you a time when we can visit your home to examine the supplied services or request imagery showing the alleged defect and, if the services are not in compliance with clause 10.1(ii) or 10.2 above, we will either remedy the defect in question or re-supply the defective services.

10.4 In order for us to complete any repairs required under any of the warranties set out in clause 10.1 above or set out in clause 10.2 above, we will require access to your property at a mutually convenient time. Failure to provide such access within a reasonable time will be deemed a frustration of the contract and our obligations as set out within this clause 10 will cease.

10.5 Upon notification of a claim in respect of any goods under any of the warranties set out in clause 10.1(i) above, we will either arrange with you to examine the goods or request imagery and, if the goods are defective, we shall either repair or replace the defective goods free of any charge for labour or materials (always providing that the goods have not been subject to any misuse or modification). It is possible that goods replacing defective goods under any of the warranties set out in clause 10.1(i) above may no longer exactly match other goods in that order due to fading or changes in product specification. Should this be the case we do not accept any liability to replace nonfaulty product(s) solely to ensure colour match.

10.6 Whilst every attempt will be made by us to ensure that the goods supplied match in every respect any samples shown or description given to you, any minor or immaterial variation between sample or description and the goods delivered shall not entitle you to: (i) reject the goods; (ii) withhold or reduce payment of the purchase price; or (iii) claim any compensation for such variation.

10.7 Whilst all fabrics supplied by us are tested in accordance with BS EN ISO 105 B02, fading will inevitably occur. However, the performance of the products is unimpaired by any such fading and the warranty set out in clause 10.1 shall apply: (i) in relation to fading or discolouration caused by fair wear and tear; and/or (ii) where the relevant fault or defect has been caused by your misuse and/or neglect of the products and/or by accidents caused while the products are in your possession.

10.8 The warranty set out in clause 10.1 is for the original purchaser only and is not transferable. Please retain your Order form to identify your purchase in the unlikely event of needing to claim under the warranty set out in clause 10.1 above.

11 YOUR LEGAL RIGHTS

11.1 We are under a legal duty to supply goods and services to you that are in conformity with the contract. Nothing in these terms will affect your legal rights in relation to any non-conformity.

12 YOUR OBLIGATIONS IN RESPECT OF REJECTED PRODUCTS

12.1 If you wish to exercise your legal rights to reject any product(s) you must allow us to collect the rejected product(s) from you. We will pay the costs of collection.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Nothing in the contract excludes or limits our liability for: (i) death or personal injury resulting from our negligence or that of our employees, advisors or installers; (ii) fraud or fraudulent misrepresentation; (iii) breach of your legal rights in relation to the products (including the right to receive products which are as described, of satisfactory quality, fit for purpose, supplied with reasonable skill and care and installed correctly by us); (iv) defective products under the Consumer Protection Act 1987; or (v) any other matter in respect of which it is unlawful for us to exclude or restrict liability.

13.2 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. In order to install products, holes may be made in the fabric of the structure of your property. Whilst every effort and care will be taken during this procedure, no liability is taken for any unforeseen damage for holes left when products are subsequently removed by you. We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of your property. It is your responsibility to ensure that the installation of the products does not breach any leasehold, planning regulations or warranties that you may hold.

13.3 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 We shall not be responsible for any injury, loss, damage, cost or expense suffered by you if and to the extent that it is caused by negligence or wilful misconduct by you or by breach by you of your obligations under the contract.

13.5 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching the contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.6 We shall not be liable to you if we are prevented from or delayed in performing any of the obligations that we owe to you under the contract if this is due to any cause beyond our reasonable control, including (without limitation): (i) an act of God, explosion, flood, fire or accident; (ii) war or civil disturbance; (iii) any strike, industrial action or stoppages of work; (iv) any form of government intervention; (v) any third party act or omission; and (vi) any failure by you to give us a correct delivery address or notify us of any change of address.

13.7 This clause 13 shall survive completion of the contract or the contract ending for any reason.

14 YOUR RIGHTS TO END THE CONTRACT

14.1 All products are bespoke and made-to-measure to your requirements. As such, they fall into the category of tailor-made products under the Consumer Contracts Regulations 2013 and (subject to clauses 14.2 to 14.3 below) you **will not** therefore be able to cancel your order for any product(s) once placed, provided that this will not affect your legal rights as a consumer in relation to bespoke and made-to-measure products that are faulty or not as described.

14.2 Notwithstanding clause 14.1 above, we will accept the cancellation of your order once placed as long as your notice of cancellation is received **within 24 hours of the date your order is placed**. Our preferred method of cancellation is by telephone on 01255 474241.

14.3 If you are: (i) cancelling your order under clause 14.2 above; or (ii) ending the contract under clause 7.2 above, under clause 8.7 above or for the reason that you have a legal right to end the contract because of something that we have done wrong, the contract will end immediately and we will refund you in full for any product(s) you have paid for that have not been provided or have not been provided properly.

15 OUR RIGHTS TO END THE CONTRACT

15.1 We may end the contract at any time by writing to you if:

15.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

15.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the product(s) you have ordered;

15.1.3 you do not, within a reasonable time, allow us to deliver the product(s) ordered to you; or

15.1.4 you do not, within a reasonable time, allow us access to your property to supply any services.

15.2 If we end the contract in any of the situations set out in clause 15.1 above and the manufacturing of the product(s) you have ordered has already started, we will not (due to the product(s) being bespoke and made-to-measure to your requirements) refund any money you have paid in advance for such product(s) and we may also be entitled to further compensation.

15.3 We may write to you to let you know that we are going to stop providing any product you have ordered. We will either supply an alternative product or refund in full any sums you have paid in advance for the product which will not be provided.

15.4 If the contract ends for any reason, all terms of the contract shall cease to have effect, except that any term that can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

15.5 The contract ending for any reason shall not affect any accrued rights of you or

us. 16 HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1. We will use the personal information you provide to us:

16.1.1. to supply the product(s) you have ordered to you;

16.1.2. to process your payment for the product(s) ordered.

17 OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and will ensure that the transfer will not affect your rights under the contract.

17.2 You may not transfer any of your rights or obligations under the contract to another person without our prior written consent. The request must be received in writing to Tendring Blinds & Shutters Ltd, Winton Cottage, New Thorpe Avenue, Thorpe-le-socken, Essex CO16 0LR.

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

17.5 Each term of the contract operates separately and, notwithstanding that the whole or any part of any such term may prove to be illegal or unenforceable, the other terms of the contract and the remainder of the term in question shall continue in full force and effect.

17.6 The contract is governed by the laws of England and you can bring legal proceedings in respect of the product(s) you have ordered or otherwise in relation to the contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of the product(s) ordered in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the product(s) ordered or otherwise in relation to the contract in either the Northern Irish or the English courts. Likewise, if you live in the Republic of Ireland or any other EU member state, you can bring legal proceedings in respect of the product(s) ordered or otherwise in relation to the contract in either the courts of the member state in which you live or the English courts.