

Terms and Conditions in Consumer Face to Face Transactions

1. GENERAL

- (a) In these conditions: "Company/we/us/our" means The Window Shutter Company Ltd; "Contract" means the contract, comprising these terms and conditions, and the Order for supply of Goods and Services; "Customer/you/your" means the person, firm or company placing an Order for Goods or Services, which are subject to these terms and conditions; "Goods" means the shutters or other products to be supplied by us as noted in the Order; "Order" means the order instructed and placed by the Customer by email and/or on paper and/or verbally for the Goods and Services accepted by us; "Services" means the services relating to the installation of the Goods; "Survey" means the process by which detailed measurements and specifications are agreed for the Goods to be supplied by us.
- (b) We are a company registered in England and our company registration number is 08163768. Our registered office is Suite 6, 141/143 South Road, Haywards Heath, West Sussex, RH16 4LY. Our VAT registration number is 140 7982 04.
- (c) These conditions of sale together with the particulars contained in the Customer's Order annexed to these conditions together with any special conditions agreed at any time in writing by the Company constitute the entire Contract between the Customer and the Company.
- (d) A legally binding Contract will arise upon the Company's representative's signature being applied to the order to which these terms are annexed and the Customer placing an Order with us by email and/or on paper and/or verbally and upon our receipt of the deposit payment.
- (e) Our terms and conditions of supplying and fitting goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, The Consumer Contracts (Information, cancellation and additional information) Regulations 2013, The Child safety requirements BS EN 13120:2009+A1:2014 and The Alternative Dispute Resolution for Consumer Disputes Regulations 2015.

2. QUOTATIONS & SURVEY

- (a) All prices quoted on the Company's website or by any other person or source prior to the date of the Order are superseded by the prices quoted in the Survey and Order.
- (b) The Survey process will require you to approve the final design of the Goods. By agreeing to the Order (by email and/or on paper and/or verbally) you are agreeing the specification for the Goods and authorising us to manufacture the Goods to this specification. The Order cannot be cancelled or changed after this point.

3. PRICE & PAYMENT

- (a) The purchase price for any Goods ordered by the Customer will be subject to VAT at the prevailing rate. Our quoted Total Price includes VAT.
- (b) We will not place your Order with the factory until the deposit payment has been received by us. On payment of the deposit for Order, the Customer is liable for the balance following installation.
- (c) In the unlikely event of an unsuccessful fitting we will reorder as required with the balance due following installation.
- (d) Orders that remain unpaid after the completion of the Services shall be subject to an interest charge of 4% a year above Lloyds Bank base lending rate. 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 and any reasonable costs together with the overdue amount.
- (e) In the event that your final balance payment is not received, for example, if your card declines or your cheque bounces, or if you fail to make payment once fitting has taken place, we may instruct external debt collectors to collect the monies due from you under this 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 that we may have, for any charges reasonably incurred by us in instructing a debt collector.

4. STOCK SHORTAGES

- (a) If the Goods ordered are unavailable the Company will notify the Customer as soon as possible and suggest a suitable replacement.
- (b) The Company reserves the right to substitute products of a similar description and standard if the requested Goods are not available but will use reasonable endeavours to match the Order exactly.

5. DELIVERY/INSTALLATION

- (a) Delivery and lead times stated are approximate only and time is not of the essence for delivery. Whilst every effort is made to ensure due performance the Company cannot accept responsibility for financial loss arising out of delay or failure to deliver by the indicated date.
- (b) If a Customer fails to take delivery of the Goods or any part of them for any reason whatsoever the Company will be entitled to charge for redelivery and the Customer will pay to the Company all costs and expenses associated with the non-delivery including storage. The balance of the Contract price will also become due. Any delay to deliver all or part of the Order by the Company will not entitle the Customer to repudiate the Contract and the full price will be payable to the Company without deduction after the full delivery of the ordered Goods is completed.
- (c) Title to the Goods and responsibility for them shall transfer to the Customer on delivery save that where Goods are collected from the Company by the Customer or a third party nominated by the Customer. The risk in the Goods passes to the Customer upon collection.
- (d) The address for delivery shall be the Customer's address as stated on the Order unless otherwise agreed between the parties in writing.
- (e) For larger Orders it may be necessary for Goods to be delivered to the property prior to

the installation date. We will inform you where this is necessary and you will be responsible for facilitating such a delivery.

- (f) The price for installation was agreed on the assumptions that; there is going to be one continuous site visit, there is unobstructed access to outside your property for vehicle parking, the area where the goods are to be fitted is unobstructed, surfaces and grounds the goods are to be fixed to are in a good condition allowing us to easily obtain good fixings and with no objects in the immediate working area, there is no asbestos that we would be likely to come into contact with, and that no items under warranties/guarantees will be invalidated by the installation. We may make a further reasonable charge for the additional time, costs or materials if these conditions are not met. We are not responsible for any loss or damage to your property that is not foreseeable, unless due to our negligence, or for the cost of repairing any pre-existing faults to your property, or for any damage discovered whilst undertaking the installation. We will not be responsible for carrying out any building work, moving any furniture, clearing access or invalidation of any warranties you do not tell us about in writing before you make your Order.

6. RETURNS/CANCELLATION OF YOUR ORDER/FITTING SCHEDULE

- (a) The Customer cannot change or cancel the Order once accepted by the Company as the Goods ordered are measured and manufactured custom made to the Customer's requirements and specifications, and these Goods will not be resalable by the Company. As such this falls under the category of tailor-made products within the Consumer Contracts Regulations. This will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty.
- (b) Whilst every attempt will be made by us to ensure that the Goods supplied match any samples shown or description given to you at Survey, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle you to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change, unless agreed by the Company.
- (c) The Company cannot accept responsibility for any damage to the Goods or any other deviation from the contracted specification unless reported to the Company in writing within 7 calendar days following delivery or installation. The right to bring a claim against the Company shall lapse upon expiry of this period.
- (d) The Company shall not be liable to the Customer for short delivery of the Goods however caused but will provide the Customer with the outstanding Goods as soon as is reasonably practical following notification sent by the Company.
- (e) Subject to clause 6(b) any defective Goods must be notified by the Customer to the Company within 7 days of installation.
- (f) The Company may cancel the Contract if the price quoted becomes uneconomic, or if the Goods or the finish contracted for becomes unavailable.
- (g) If the installation day is cancelled with less than five working days notice the Customer will be liable for 50% of the fitting cost on top of what is owed.

7. GUARANTEE

- (a) Subject to receipt of payment in full for your Order, we offer a 5 year guarantee on all Goods supplied. The guarantee time period starts from the day the Goods are fitted. Upon notification of a claim under guarantee, we will arrange with you to examine the Goods and, if the Goods are defective, we shall either repair or replace the defective Goods free of any charge for labour or materials. The guarantee is considered null and void where the relevant fault or defect has been caused by your misuse or modification and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession. It is possible that Goods replaced under the guarantee may no longer exactly match other Goods in that original Order.
- (b) In order for us to complete any repairs required under the guarantee, we will require access to your property at a mutually convenient time. Failure to provide such access will be deemed a frustration of the Contract and our obligations as set out within 7(a) will cease.

8. LIABILITY

All Goods are sold to the Customer on the following conditions:

- (a) We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects in your property. It is your responsibility to ensure that the installation of the Goods does not breach any leasehold, planning regulations or warranties that you may hold.
- (b) The Company cannot accept responsibility in circumstances where the Customer relies upon a representative present at the time of delivery and/or installation and is not present personally. If the Customer is not on site when a property is surveyed or when the Goods are installed the Goods will be fitted in accordance with the Company's standard practices unless previously agreed to the contrary.
- (c) The Company cannot guarantee precise colour matching against samples. The products are made from a natural material. Minor imperfections not readily apparent at a distance of one metre under ordinary light will not be accepted as defects. Colour matching of finishing products (eg. paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
- (d) The Company cannot guarantee the Goods against fading especially as a result of exposure to sunlight where some fading may occur. The Goods are not guaranteed against extreme damp or variable conditions.
- (e) In order to install the Goods, holes will be made in the fabric of the structure. Whilst every effort and care will be taken during this procedure, no liability is taken for any unforeseen damage for holes left when Goods are subsequently removed.

(f) The Company reserves the right to withdraw any products and colours at any time including after accepting an Order without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.

- (g) Save as is inconsistent with statute, under no circumstances, except in respect of death or personal injury caused by the Company's negligence, does the Company accept liability for consequential loss, damage, costs or expenses, however arising and any liability for any such consequential loss or damage is hereby specifically excluded. Should a claim be made under this agreement the Company's liability is limited to value of the Order placed by the Customer.
- (h) The Company gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the Company. Other installation positions and uses are undertaken at the risk of the Customer.
- (i) Tolerance levels of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if falling within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.
- (j) It is recommended that panels be ordered within the Company's normal specification range. For example, panels above 1800mm in height are ordered with a divider rail, and that single panel widths do not exceed 890mm for wood panels and 750mm for L/MDF, double hung panels shall not exceed 550mm. The maximum panel height shall not exceed 3000mm. The Company may exceed the limitation at the Customer's request, but in doing so the Company cannot accept responsibility for problems that result.
- (k) If the Customer chooses to install against the Company's recommendation the Company accepts no liability for the installation or the Goods and any guarantee or warranty is thereby invalidated.

(l) Where the Order is based on measurements supplied by the Customer the Company cannot accept the return of the Goods or any claim for compensation by reason only of the measurements given being incorrect.

(m) Where tracking is used, the Customer accepts that there will be a gap between the bottom of the shutter and the floor or sill due to the Jam Bracket that is used. There is also a small light gap between the top of the panel and the fascia plate.

(n) The Customer accepts that window openings are not perfectly square and level, that Goods are made as "square and true" and the Goods will be fitted to the best endeavour. Sills that are not level may have that appearance enhanced by the installation of Goods and that it is not the Company's responsibility to level the Goods to the opening's level where found to be not level as measured with a spirit level.

(o) The Customer accepts that the Company's products are custom made from wood or compounds of wood materials and may have slight imperfections as made from natural materials. The Customer accepts that these products are fitted to the best of the Company's abilities and that there may be slight imperfections around fixing points and areas of natural wood may have grain or indentations and that these may be filled. This is normal practice with wood products.

(p) The Customer accepts that, due to their design and operation, shutters are a light diffusing product rather than a blackout.

9. COMPLAINTS

You should inspect the Goods and any installation work as soon as conveniently possible and within 7 days of installation and contact us if you believe there is a problem. You can phone us, email us or write to us to inform us of any issues. We will respond to your complaint as soon as possible. In the event that we are unable to resolve the matter to your satisfaction, you may refer the complaint to the British Blind & Shutter Association's Mediation Service if you are seeking rectification only, or alternatively pursue through Alternative Dispute Resolution provider ProMediate (UK) Ltd or through Small Claims Court.

10. REPRESENTATIONS

No statement, description or recommendation contained in any catalogue, price list, advertisement, communication, website pages or by any agent or employee of the Company shall be interpreted so as to enlarge, vary or override in any way any of these terms or conditions.

11. INVALIDITY

If any part of these terms and conditions is unenforceable including any provision in which the Company excludes liability to the Customer the enforceability of any other of these conditions of sale will not be affected.

12. THIRD PARTIES

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

13. GOVERNING LAW

English law governs the contract although you can bring proceedings in England, Scotland, Wales or Northern Ireland if you live in those countries.

THE WINDOW SHUTTER COMPANY

COMPANY REG 08163768 VAT NUMBER 140 7982 04