

BLIND TECHNIQUE LTD - TERMS & CONDITIONS

Blind Technique Limited is registered in England and Wales No 05051701 Trading address 4 Kildare Close, Eastcote, Middlesex, HA4 9LG. Blind Technique Limited acts as a credit broker and only offers credit products from Omni Capital Retail Finance. Blind Technique Limited is authorised and regulated by the Financial Conduct Authority. Our registered number is 796394. Credit subject to age and status.

1) TERMS & CONDITIONS OF SUPPLY AND FITTING GOODS

These Terms & Conditions ("Terms") apply to all goods and services you order from us. The goods we sell are generally bespoke products made to your order. We ask you to note that whilst you may have the right to cancel your order (depending on how your order was placed), that the cancellation rights do not apply in relation to bespoke products. We refer you in particular to Clause 3.2 in this regard.

We use the following defined terms throughout the Terms:- "Confirmation Notice" means the confirmation which will be sent to you in writing to confirm an Order if placed under paragraph 1.1(a). "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/Install" means the fitting of the Goods by us. "Order" means an order by you for the supply of Goods and/or Installation by us on an Order Form. "Order Form" means a 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. "Quotation" means the estimated price provided which is subject to survey. "Regulations" means the General Product Safety Regulations 2005. "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 Blind Technique Ltd. When we use the words "writing" or "written" in these Terms, this will include email.

Our Contract with you

1. you may enter into a Contract with us in the following ways:- (a) Through our website, catalogue, over the telephone or otherwise at a distance. The Contract will be formed when we send you the Confirmation Notice. This will confirm acceptance of your Order and provide details and important information which we must give to you by law. (b) A visit from our sales people to your home, workplace, or otherwise away from our premises. The Contract will be formed when you sign the Order Form. This will confirm acceptance of your Order and provide details and other information which we must give to you by law. (c) Placing an Order whilst visiting our premises. The Contract will be formed when you sign an Order Form.

1.2 if you wish to cancel a Contract, please refer to Section 3 of these Terms to see if cancellation is permitted, and, if so, how to go about doing so.

1.3 if we wish to cancel the Contract we can do so in accordance with Section 4.

1.4 (a) we always try to deal with your Order as quickly and efficiently as possible. Many of the bespoke Goods we offer cannot be delivered within 30 days unless we specifically agree to this. (b) if we give you a fixed date for delivery, whilst we will do all we can to meet that date sometimes this may not be possible. Where proposed dates cannot be met, the customer will be contacted and a new time frame agreed.

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 Quotation or Order Form 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.

3.1 if you Order Goods from us either:- *I.* at the time of a visit from one of our sales people to your home, place of work or other location away from our premises, or: *II.* through our website, catalogue, over the telephone or otherwise at a distance; Then, subject to Clause 3.2 below, you will have the right to cancel the Contract within a certain period of time. Your rights to do so are clearly set out on the Order Form in the case of (*I*) above or on the Confirmation Notice in the case of (*II*) above.

3.2 **IMPORTANT**; if the Goods are made to measure by us for you (whether this be as a result of any specific measurements that you give to us, or we take at the time of a visit, or as a result of any other particular specific requirements you have which make the Goods bespoke) then you DO NOT have the right to cancel the Contract. This does not affect your legal rights as a consumer if the Goods or quality are not as described.

3.3 *I.* if you have received the Goods before you cancel the Contract under Clause 3.1, and decide you wish to cancel, then it is your responsibility to look after the Goods and to return them to us as soon as possible by the same or similar means as they were delivered to you and at your cost. Please contact us for guidance on how to pack your Goods and arrange for them to be returned to us. *II.* please note that you are responsible for the cost of returning the Goods to us. *III.* whilst you are entitled to examine the Goods please note that you will be responsible for any damage caused to the Goods.

3.4 This clause is extremely important and your attention is drawn to the same. If the Contract includes Installation, unless you are entitled to cancel the Contract pursuant to Clause 3.1, you may not cancel or terminate the Contract if, for any reason, you should decide that you will not allow us to Install any safety device that accompanies the Goods which means that, as a result, we cannot Install the Goods pursuant to Clause 5.4 below. In these circumstances, you will still be liable to pay us the full Price due under the Contract (but this will not affect your legal rights as a consumer in relation to any Goods that are faulty or not as described).

4) CANCELLATION BY US

4.1 we reserve the right to cancel the Contract or decline your Order if:- *I.* we have insufficient stock of the fabric or products required to manufacture and/or supply the Goods you have ordered; or *II.* any of the Goods in your order were listed at an incorrect price due to a manifest error - a very obvious mistake that the consumer would have

known was not the true price.

4.2 before cancelling your Order we will do our best to sort 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 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:- *I.* access to immediately outside your property is unobstructed to a small van and with parking available; *II.* 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; *III.* the walls or wood in to 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; *IV.* you have removed all ornaments, appliances and other objects in the immediate working area; and *V.* none of the areas or items in to which we are Installing the Goods have any warranties or guarantees that will be invalidated by the Installation. *VI.* Changes that come about after surveying and not notified at the time of survey; such as decorating, plastering, new windows, tiling, etc, which affect the sizes surveyed are not the responsibility of the Company. Any remakes required because of this are at a cost to the customer.

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, then you must let us know at the point of Order. If you do not we may need to make an additional charge for additional time, costs or materials 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 do not tell us about in writing.

5.4 Safety Devices. We have to comply with the Regulations. The Regulations have been introduced to help to prevent accidental death by way of strangulation to young children caused by them becoming entangled in blind cords. We take our obligations under the Regulations extremely seriously. These provide that safety devices supplied with Goods must be fitted by us at the time of Installation otherwise we may be negligent and be in breach of the Regulations. Therefore, if the Goods contain any safety device, we will fit this device and ensure that we have complied with the Regulations. In the event that you should instruct us that you do not wish to have such safety device fitted, then we will refuse to install the Goods. In such an instance, you will still be liable to pay us the Price under the Contract.

5.5 you agree that you will not treat our refusal to Install the Goods for the reasons set out in Clause 5.4 above as a fundamental or any breach of the Contract and that you will still be bound under the Contract to take delivery of the Goods and to pay for the same.

5.6 for the avoidance of doubt we see clauses 5.4 and 5.5 to be reasonable in all the circumstances given our obligations under the Regulations. This will not affect your legal rights as a consumer in relation to any Goods that are faulty or not as described.

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.

6.1 (a) All of our products are supplied to the relevant standard and product characteristics as laid out by the BBSA and available to download on our website www.blindtechnique.co.uk/guarantee.asp.

6.2 whilst every effort is made by us to ensure that Goods sold and delivered to you are 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 a 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.

6.3 when installed the finish of any Goods will be determined at a natural viewing distance and not close up or magnified. Fabrics may contain very small imperfections which are within the commercial quality standards and can only be seen from close up. This will not entitle you to reject the Goods or receive compensation.

6.4 the term black out refers to the fabric not being see through and not to the product blacking out completely the light. Unless explicitly confirmed by us in writing, some light will enter the room around the sides and edges of a blind regardless whether the fabric is blackout or not. This is the same for shutters. Equally, several blinds installed together, particularly in bays and corners, will have gaps between the blind fabric where light is ingested due to the angles and the hardware of the blinds.

6.5 Motorised products have a variation in motor speed within a certain tolerance from our suppliers. Therefore, motorised blinds in the same room may open and close at slightly different speeds.

6.6 For Perfect fit and other blinds that are installed in close proximity to your window panes, please see section 9.11.

7) MEASUREMENT

7.1 in relation to measured Goods, we also refer you to Clause 3.2 which applies to a Contract made under Clauses 1.1(a) and 1.1(b).

7.2 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.

7.3 in addition to Clause 3.2, 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 please refer to Clause 1.4 in relation to the period within which we will supply the Goods.

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 maybe 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 of 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 (our warranties are not insurance backed)

9.1 we warrant that all Goods sold to you will be free from material defects for a period of 12 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 effect these legal rights.

9.3 the warranty given in Clause 9.1 above does not apply to any defects 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:- *I.* 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 *II.* to collect the defective Goods from you and simultaneously deliver replacement Goods of similar quality and specification, free of charge; or *III.* if you so request, arrange for the full refund of the Price of the defective Goods by crediting your debit or credit card or sending you a cheque within 30 days of receipt of the defective Goods.

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 material 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:- *I.* we need to customise items beyond the manufacturers original specification; *II.* the fittings you require or request do not support the weight of the Goods; or *III.* someone who is not one of our staff or explicitly accredited by us has removed or refitted the Goods without reasonable care and skill resulting in damage.

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 defaults, strikes, lockouts 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.

9.10 Shutters are designed to be supported in their frame for the majority of time. Due to the weight of the shutters, particularly bifolds, when out of the frame they will sag slightly. This can be quite noticeable for tier on tier shutters. We therefore don't recommend tier on tier shutters without a horizontal t-post, unless the customer is aware of this issue and happy to accept this.

9.11. When we supply blinds with dim out or black out fabrics, these can cause a significant thermal build up which may cause thermal cracking. There can be a number of reasons for a failure in glazing, such as installation issues on the window, installation issues with the Perfect Fit Blind, glazing defects (thermal cracking/stress cracks) thermal build up, or a combination of events. We therefore strongly advise that you follow the further information in the guarantee section of our website, in particular to not leave these blinds closed for long periods in direct sunlight. We will therefore not be liable for any thermal cracking or glazing defects that occur due to the installation of such blinds.

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 Terms 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 our 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 opt out accordingly.

10.5 this Contract is subject to English law and non exclusive jurisdiction of the English Courts.