

TERMS & CONDITIONS OF SUPPLY AND FITTING GOODS

1. General Information about these Terms

What these Terms and Conditions cover:

These Terms apply to all Goods and services that We supply to You, as Our customer.

Who We are:

We are Bespoke Blinds & Poles Limited

Our VAT Registration Number is 916 3730 27

We are a company registered in England and Wales. Our company registration number is 6294301

How You can Contact Us: You can contact Us by email at 6, Hutcliffe Wood Road, Sheffield S8 0EX or by telephone on 0114 236 3100

Why You should read these Terms:

Please read these Terms carefully before you place any Order with Us. These Terms tell You how We will provide Goods to You, how We will Install any Goods (if We have agreed with You that We will do so), how You or We may end a 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 tell Us straight away.

We draw Your attention in particular to Your rights to cancel a Contract which You can find in Section 4.

The words set out below have the meanings applied to them in these Terms:-

"Confirmation Letter" means the confirmation which will be sent to You in writing to confirm an Order if that Order was made under section 2.1(a).

"Contract" means a binding contract between You and Us for the supply of Goods and/or Installation which can be made in a number of different ways as set out in Section 2 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 which is set out 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 which includes any applicable delivery or packaging charges and VAT.

"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 for sale.

"Terms" means these terms and conditions.

"You / Your" means the person or persons who Orders Goods and/or Installation from Us.

"We/Us/Our" means Bespoke Blinds & Poles Limited

When We use the words "writing" or "written" in these Terms, this will include email.

2. Our Contract with You

2.1 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 Letter. This will confirm acceptance of Your Order and provide details and important information which We must give to You by law; OR

(b) A visit from one of 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; OR

(c) Placing an Order whilst visiting Our premises. The Contract will be formed when You sign an Order Form.

2.2 If You wish to **cancel** a Contract, please refer to Section 4 of these Terms to see if cancellation is allowed, and, if so, how to go about doing so.

2.3 If We wish to **cancel** a Contract We can do so in accordance with Section 5.

2.4 We only sell Goods and Install Goods in the United Kingdom. Unfortunately, We do not accept Orders from or make deliveries to addresses outside the United Kingdom.

3. The Price and payment

3.1 The Price of the Goods and / or the Installation costs are set out in full in the Order Form.

3.2 The Price includes all taxes that apply, including VAT. However, please note that We may have had to make certain assumptions when pricing the Installation. **Please note in particular Section 6.1 below** where additional charges may apply for Installation.

3.3 The 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 but We will not do so until We dispatch the Goods to You or before We Install Goods. If You have paid a deposit, this will be deducted from the final payment.

3.4 Payments by cheque are not deemed to have been made until the cheque has cleared.

3.5 We can charge You interest if You pay late. The interest We may charge You will be on the overdue amount at the rate of 2% a year above the Co-Operative Bank base lending rate from time to time. The interest will mount on a daily basis from the due date the payment should have been made by You until the actual date that You make the payment. You must pay Us interest together with any overdue amount.

3.6 If We got the Price wrong in any of our Sales Literature We will inform You. This can happen from time to time. If the Price at the date of the Order is higher than the Price stated in our price list We will contact You to advise, and You may cancel the Contract or decide to proceed at the higher price. We will refund to You in full any deposit You have paid to Us if You decide to cancel as a result.

3.7 If We accept and process Your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as being so then We may terminate the Contract, refund any deposit that You have paid and, if You already have the Goods, require You to return them to Us at Our expense.

4 Your rights to cancel a Contract

Your rights to cancel an Order vary according to how You placed the Order with Us.

4.1 If You Order Goods from Us either:-

(a) 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:

(b) through Our website, catalogue, over the telephone or otherwise at a distance;

Then, **unless section 4.3 below applies**, You 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 (a) above or on the Confirmation Letter in the case of (b) above. Please note Your obligations which are explained in section 4.4 below.

4.2 How long You have to change Your mind depends upon what You have Ordered from Us;

(a) If You have Ordered Goods, then You have 14 days from the day after You (or someone You nominate) receives the Goods, unless the Goods have been split into several deliveries over different days, in which case You have 14 days from the date You (or someone You nominate) receives the last delivery;

(b) If Your Order includes Installation, then You have 14 days from the day after We have confirmed Your Order to You. If We have completed the Installation work You cannot change Your mind even if the 14 day period is still running. If You cancel after We have completed the Installation then You must pay Us for the Installation services.

4.3 **IMPORTANT – When You do NOT have the right to change Your mind:** 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; We take at the time of a visit; or as a result of any other particular specific requirements You have given to Us which make the Goods bespoke) **OR** if the Goods have been Installed by Us or installed by You then You **DO NOT** have the right to cancel the Contract unless section 4.6 applies. This does not affect Your legal rights as a consumer if the Goods are faulty or not as described.

4.4 If You have received the Goods before You cancel the Contract under section 4.1, and decide that You wish to cancel, then;

(a) 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.

(b) You are responsible for the cost of returning the Goods to Us.

(c) whilst You are entitled to examine the Goods as You would in a shop please note that You will be responsible for any damage caused to the Goods.

4.5 **This section is extremely important and Your attention is drawn to the same.** If the Contract includes Installation, unless You are entitled to cancel the Contract under section 4.1, 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 in line with section 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).

4.6 In addition to the above sections, You may cancel a Contract if any of the following apply;

(a) We have told You about a pricing error or an error with the description of the Goods and You do not wish to proceed;

(b) there is a risk that supply of the Goods may be significantly delayed because of events outside Our control; or

(c) You have a legal right to end the Contract because of something We have done wrong (although please see section 9.8 where We deliver Goods late).

In such instances, the Contract will end immediately and We will refund You in full for any Goods that have not been provided or have not been provided properly.

4.7 If You end the Contract because of one of the reasons in section 4.6, and Goods have already been supplied to You, then You must return them to Us. We will pay the costs of return. Please contact Us as set out in section 11.4.

5. When We can cancel a Contract

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

- (a) We have insufficient stock of the fabric or products required to manufacture and/or supply the Goods You have ordered; or
- (b) any of the Goods in Your Order were 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.

5.2 Before cancelling Your Order under section 5.1, We will do Our best to offer You suitable alternative Goods of a similar style and quality, but You are not obliged to accept them.

5.3 If We do cancel Your Order under section 5.1 then 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.

5.4 We may end the Contract at any time by writing to You if;

- (a) You do not make any payment to Us when it is due and You still do not make payment within seven (7) days of Us reminding You that it is due;
- (b) You do not, within a reasonable time, allow Us to deliver the Goods to You, or collect the Goods from Us, or allow Us to Install the Goods (if that is what We have agreed with You We will do).

5.5 If We end the Contract in the situations set out in section 5.4 then You will be in breach of the Contract and still liable to pay to Us the Price due under the Contract.

6 Installing the Goods

This section only applies if We have agreed with You as part of the Contract that We will Install Goods

6.1 If Your Order includes Installation then We have to make certain assumptions when We agree the Price for Installation with You. These are that:-

- (a) Those carrying out the Installation will have unobstructed access to immediately outside Your property with a small van and with parking available;
- (b) the area around where the Goods are to be fitted is unobstructed and of standard construction with no cables or pipes under the surface;
- (c) the surfaces or grounds in to which We need to attach hanging apparatus are in a condition that allows Us to easily obtain good fixings for the Goods;

(d) You have removed all ornaments, appliances and other objects in the immediate working area; and

(e) none of the areas or items in to which We are Installing the Goods contain or We will or be likely to come into contact with asbestos nor have any warranties or guarantees that will be invalidated by the Installation.

If these assumptions are not met in Your circumstances, or if You have reason to doubt that they may not be, for example if You live in an old property, if there could be hidden pipes, conduits or cables or if You have parking or access problems, then You must let us know at the time that You make Your Order or as soon as possible afterwards. If You do not tell Us when You make Your Order, or if You tell us afterwards, then We may make an additional charge for the additional time, costs or materials required to complete the Installation for You as a result of these assumptions not being met. This additional time will be charged at £40.00 per hour and the additional materials will be charged at their cost price to Us. These additional charges will be added to the Price.

6.2 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 before You make Your Order.

6.3 **Safety Devices.** We must 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 or chains. We take our obligations under the Regulations extremely seriously. These provide that the safety devices supplied with Goods must be fitted by Us at the time of Installation otherwise We may be negligent and We would 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 the safety device fitted, then We will refuse to Install the Goods. In such an instance, You will still be liable to pay Us the full Price under the Contract.

6.4 You agree that You will not treat Our refusal to Install the Goods for the reasons set out in section 6.3 as a fundamental or any breach of the Contract.

6.5 We believe sections 6.3 and 6.4 to be reasonable in all the circumstances given Our obligations under the Regulations. However, this will not affect Your legal rights as a consumer in relation to any Goods that are faulty or not as described.

7. Descriptions of the Goods

7.1 The images of our Goods in Our Sales Literature are for the purposes of illustration only. Although We have made every effort to display colours accurately, We cannot guarantee that a computer's display of the colours or of the printed pictures accurately reflects the colour of the Goods. Your Goods may therefore vary slightly from these images.

7.2 The packaging of Your Goods may vary from that shown in images in Our Sales Literature.

8 Measurements of the Goods

8.1 In relation to measured Goods, You are referred to section 4.2 which applies to a Contract made under Clauses 2.1(a) and 2.1(b).

8.2 We can make the Goods according to the measurements You provide to Us. You can find information and tips on how to measure in Our Sales Literature or on Our website or by contacting Us.

8.3 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.

9 Delivering Goods

9.1 The costs of delivery, and Installation where We have agreed to Install Goods, are included in the Price. However, You are referred to section 6.1 regarding additional unforeseen Installation costs.

9.2 We will contact You with an estimated delivery and Installation date (which may be different) which will be as soon as we are able to do so and in any event within {NUMBER} of days after the day on which We accept Your Order.

9.3 If Our delivery, or Our Installation, of the Goods is delayed by an event outside Our control then We will contact You as soon as possible to let You know. We will take steps as best We can to minimise the effect of the delay. Provided We do this then We will not be liable for any delays caused by the event, but if there is a risk of substantial delay then You may contact Us to end the Contract and receive a refund for any Goods You have paid for but not yet received.

9.4 If You have asked to collect the Goods from Our premises, then You can do so at any time after We have notified You that the Goods are ready, by attending at Our premises during Our opening hours, which can be found on Our website.

9.5 If We are delivering the Goods to You, and no-one should be available to take delivery at Your address then We will leave You a note informing You of how to rearrange delivery.

9.6 If You do not collect the Goods from Us, or after a failed delivery attempt by Us, You do not re-arrange delivery or collect the Goods then We will contact You for further instructions and We may charge You for storage costs and any further delivery costs, which will be added to the Price. If, despite Our reasonable efforts, We are unable to contact You or re-arrange delivery or collection within a reasonable period of time then We may end the Contract and section 5.5 will apply.

9.7 If We have agreed to Install the Goods for You and You do not allow Us access to the premises where the Goods are to be Installed, and if You do not have a good reason for this, We may charge You additional costs incurred by Us as a result. These additional costs will be the wasted time We have spent, which will be charged at £40.00 per hour. If, despite Our reasonable efforts, We are unable to contact You or to re-arrange access to the premises then We may end the Contract and section 5.5 will apply.

9.8 You have legal rights if We deliver any Goods late. If We miss the delivery deadline for any of the Goods then You may treat the Contract as at an end straight away if any of the following apply;

- (a) We have refused to deliver the Goods;
- (b) Delivery within the delivery deadline was essential (taking into account all of the relevant circumstances); or
- (c) You told Us before We accepted Your Order that delivery within the delivery deadline was essential and We accepted Your Order on that basis.

9.9 If You do not wish to treat the Contract as at an end under section 9.8, or if You do not have the right to do so under section 9.8, then You can give us a new deadline for delivery, which must be reasonable, and You can then treat the Contract as at an end if We do not meet the new, reasonable deadline.

9.10 If You do chose to treat the Contract as at an end under section 9.8 or 9.9 then You can cancel Your Order for any of the Goods or reject any Goods that have been delivered already under the Contract. If You wish, You can reject or cancel the Order for some of those Goods and not all of the Goods, unless splitting them up would significantly reduce their value. We will then refund any money that You have paid to Us for the cancelled Goods and their delivery and Installation. However, if the Goods have already been delivered to You then You must return them to Us at Our expense or allow Us to collect them from You.

10. Ownership and responsibility for Goods

10.1 The Goods become Your responsibility from the time that either;

- (a) We have delivered them to the address You gave Us, or
- (b) from the time You collect the Goods from Us, or
- (c) the time that We pass the Goods to any third party organised by You.

10.2 You own the Goods only once We have received payment for them in full.

11. Complaints and problems

11.1 If You have any questions or complaints please contact Us. You can telephone Us on the number given in section 1 or the email address given in section 1.

11.2 You should inspect the Goods and any Installation work as soon as conveniently possible and contact Us if You believe that there is a problem.

11.3 We have a legal duty to supply Goods that conform with the Contract. A summary only of Your legal rights is set out below. Nothing in these Terms will affect Your legal rights.

This is a summary only of some of Your legal rights. They are subject to certain exceptions. For detailed information You may contact Your solicitor or contact the Citizens Advice, whose website is www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says that Goods must be as described, fit for their purpose and of satisfactory quality. Your legal rights entitle You to the following;

- Up to 30 days from receipt, if the Goods are faulty You can get a refund.

- Up to 6 months from receipt, if the Goods cannot be repaired or replaced, then You are entitled to a refund in most cases
- After 6 months, additional recourse may be available to You.

11.4 If You wish to exercise Your legal rights You must either return the Goods to Us in person, post them back to Us or, if they are not suitable for posting, allow Us to collect them from You. We will pay the costs of posting or collection.

12. Our responsibility for loss or damage

12.1 If We fail to comply with these Terms, We are responsible for loss or damage that You suffer that is a foreseeable result of Our breaking the Contract or of 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 You placed the Order, both We and You knew it might happen, for example if You discussed it with us before placing Your Order.

12.2 If We have agreed to Install Goods, We are not responsible for the cost of repairing any pre-existing faults or for any damage to Your property that We discover whilst undertaking the Installation.

12.3 We only supply Goods for domestic and private use. If You use the Goods, or re-sell or supply them, for any business or commercial purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. General additional terms

13.1 We may transfer Our rights and obligations under these Terms to another organisation. We will always tell You in writing if We intend to do this and We will ensure that the transfer will not affect Your rights under the Contract.

13.2 The Contract is between You and Us. No other person shall have any rights to enforce any of its Terms.

13.3 Each of the paragraphs and sections of these Terms operates separately. If any court, or relevant authority, decides that any of them are unlawful or unfair the remaining paragraphs and sections will remain in full force and effect.

13.4 If We do not insist immediately that You do anything that You are required to do under these Terms, or if We delay in taking steps against You in relation to any breach of the Contract by You, that will not mean that You do not have to do these things and it will not prevent Us from taking steps against You at a later date. For example, if You do not pay when You should and We still deliver to You, We can still chase the payment at a later date.

13.5 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 Order 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.

13.6 These Terms are governed by English law. You can bring proceedings in the English and Welsh courts. If You live in Scotland You can bring proceedings in

the Scottish courts or the English courts and if You live in Northern Ireland You can bring proceedings in the Northern Irish courts or the English courts.

14. Alternative Dispute Resolution

14.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the need to go to court. We are members of the British Blind and Shutter Association whose address is PO Box 232, Stowmarket, Suffolk IP14 9AR. They offer a mediation service and can be contacted on 01449 780 444 or by email at info@bbsa.org.uk. Our membership number is {NUMBER}. Alternatively, if You wish to contact an alternative dispute resolution provider then You may do so. There are a number of different providers and further information can be found at: <http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm>

If You are still unhappy with the outcome of mediation or alternative dispute resolution You can still bring legal proceedings. Please note that We do not necessarily agree to use any particular alternative dispute resolution provider.
