

Terms and Conditions

Our Terms and Conditions of Supply and Fitting Goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, The Child safety requirements BS EN 13120:2009+A1:2014 and The Alternative Dispute Resolution for Consumer Disputes Regulations 2015.

QUOTES.

The quotation Price issued by the Company shall be valid for a period of 30 days from the date thereof and may be withdrawn or cancelled by the Company at any time within. The quotation Price maybe subject to changes due to external factors following the 30 day period. This may be reflected in the amendment of the quotation Price.

ORDERS.

All Orders must be confirmed in writing to the Company. To avoid confusion and errors no order will be accepted by telephone. Changes to Orders can be accepted only in writing. When confirmation of the order is received, the Company will indicate acceptance of the order with an order confirmation or Invoice. This is then deemed to be the formalisation of a Contract between the Company and the Customer. The Company has included this term to protect it in case a mistake has been made in pricing through the inadvertent under-pricing of Goods or the unanticipated non -supply of a particular product. In the case of a change of price, the Company will always contact the Customer first to ensure the revised price is acceptable. For us to accurately fulfil your order the following information must be given: a) Your name, company name, address, phone and fax numbers (where applicable).

CONTRACT.

If you place an order on our website, via email or by a telephone, the contract will only be made when you pay a deposit to confirm the order. You will receive an email confirming we have accepted your order and that items have been put into production. If you place an order with one of our salespeople (either at our premises or elsewhere), the contract will be made when you sign the order form. You have a small window time frame to make any changes so please act on this as a priority as once the items are in production there is little movement to change anything without incurring costs.

GOODS.

The goods you receive from us must be; of satisfactory quality, fit for common purpose or any purpose made known to us, and must meet any description given. Please note that the images of the products we supply in our sales literature or online are for illustration purposes only and we cannot guarantee that these printed/computer-displayed images will reflect the colour of the goods accurately. Our packaging may also vary.

DELIVERY ESTIMATES

Once we quote and inform you of the estimated delivery times, these can change after orders have been placed and you will be notified if this does happen.

SERVICES.

If we agree to carry out a service for you, we will ensure that this is carried out using reasonable care and skill, if we are unable to carry out the works we have quoted for we will contact you as soon as possible to explain or rebook. Any problems with an Order, whether our fault or the customers, must be brought to our attention within seven days of receipt of the Order. Thereafter charges will be made for any corrections deemed not Our fault. The Company will not be held responsible for charges if the Customer uses another company to make corrections. The Customer shall remain responsible for the original bill. We reserve the right to apply a charge to repair accidental damage not caused by our Company. For orders where deliveries are delayed by more than 21 days after pre-agreed dates We will notify You of storage fees.

GUARANTEE.

Details of any guarantee that comes with the goods/services you have purchased is 3 years for general made to measure with Shutters ranging from 5-10 years depending on the product. All guarantees run from date of product installation.

CHILD SAFETY.

If the goods contain any safety device(s) and/or are to be fitted in accordance with child safety requirements placing an obligation on all businesses to supply and professionally install safe products, then we will be required to fit such device(s). If you should instruct us that you do not wish to have the safety device(s) fitted, we will refuse to install the goods. In such an instance, you will still be liable to pay up to the full price.

MEASUREMENTS.

If you are providing your own measurements, ensure they are correct and accurate as we cannot accept the return of made-to-measure goods on the basis that the measurements were incorrectly supplied by you. Any remakes will be chargeable at the full rate of the blinds at the time of reorder. We cannot be accountable if the price has increased. If we have check measured and the blinds are not correctly sized as per agreed by our fitter or original measurer, we will remake the blinds at a cost to ourselves.

INSTALLATION.

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. Upon installation any major damage will be corrected by Emily Blinds Limited, any minor paint work we will not be liable for touch ups. By agreeing to pay the deposit you are agreeing to our t&c's.

ACCESS.

If we have agreed to install the goods for you and you do not allow us access to premises without having a good reason for this, we may charge you additional reasonable costs incurred to us as a result of this. If despite our reasonable efforts we are unable to contact you or to rearrange access to the premises, we may end the contract and you will be liable to pay us a sum up to the price due under the contract.

PRICE.

The price for goods/services is set out in full in the order form and includes VAT. Payments are to be paid as indicated in the order form. We will not debit the total price from your debit/credit card until we dispatch/install the goods; any deposit paid by you will be deducted from the final payment.

FURTHER CHARGES.

If you ordered installation services from us, further charges may apply in case additional and unforeseen circumstances arise. These will always be notified to you in writing. Please note we will send chaser emails and carry out phone calls to recover outstanding invoice amounts, if we do not have a response from these we will refer to debt collection services to recover funds.

Cancellations upon fitting date will incur charges if cancelled within 24 hours of the fitting appointment, you are required to give sufficient time for us to reschedule work at such short notice. Fees chargeable would be £100 and this fee will be added onto the final invoice.

DELIVERY.

The cost of delivery and installation (where applicable) are included in the price. If you have asked to collect the goods from our premises, you can do so during our opening hours when we notify you that the goods are ready. If we are delivering to you (this will be within 30 days unless a different date is agreed with you) and no one should be available to take the delivery at your address, we will leave you a note informing you of how to re-arrange delivery. If you do not re-arrange delivery (or collect the goods from us) within a reasonable time, we may charge you for storage costs and any further delivery costs. If despite our reasonable efforts we are unable to contact you to re-deliver or arrange collection within a reasonable time, we may end the contract and you will still be liable to pay us the price due under the contract.

DELAY OUTSIDE OUR CONTROL.

If delivery/installation is delayed by an event outside our control, we will contact you as soon as possible and take steps to minimise the effect of the delay. Provided we do this, we will not be liable for any delays caused by the event, as long as the goods are still supplied within a reasonable length of time.

YOUR RIGHT TO CANCEL.

You do not have a right to cancel good(s) that have been made to your specification or have been personalised. This includes all made-to measure items, goods that have been cut to size, ordered fabric and components made to your personal design and also all goods that have been purchased in store. Under the Consumer Contracts Regulations 2015 quotations for bespoke Goods are exempt from UK cancellation rights. This means the Customer cannot receive a refund on bespoke and customised Goods should they wish to cancel and return them.

You can however cancel the order if we are unable to provide you with the items due to items being discontinued or deleted. If no cost has been incurred we are able to refund you your deposit payment, via the method of initial payment only. If you decide to cancel for no reason relating to the above causes then we will not refund your deposit to cover the costs we have incurred.

In order to cancel goods under the above circumstances, you must inform us of your decision by letter, by email within the 14-day period.

We will then refund your money you have paid for the cancelled goods and their delivery and installation if agreeable.

OUR RIGHT TO CANCEL.

a) We may end the contract at any time in writing to you (including email) if payment due to us was still not made within 7 days of us reminding you it is due, or if you do not, within a reasonable time; allow us to deliver the goods to you, collect the goods from us, or allow us to install the goods (if this was agreed). You will then be in the breach of the contract and still liable to pay us the price due under the contract.

b) If your order is accepted and processed and a pricing error that is obvious, unmistakable and could have been recognised by you as being so occurs, we reserve the right to terminate the contract and refund any sum of money you have paid to us.

LIABILITY.

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, unless due to our negligence. 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, e.g. if you discussed it with us before placing your order.

THIRD PARTIES.

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

COMPLAINTS.

You should inspect the goods and any installation work as soon as conveniently possible and contact us if you believe there is a problem. You can phone us, email us or write to us using our contact details to inform us of any issues. All complaints must be directed to Brett/Maisie to the following email address – Sales@theluxuryblindcompany.co.uk We will respond to your complaint within 7 working days. In the event that we are unable to resolve the matter to your satisfaction, you may refer the complaint to the British Blind and Shutter Association's Mediation Service if you are seeking rectification only, or alternatively pursue through Alternative Dispute Resolution provider or through Small Claims Court.

OWNERSHIP AND RESPONSIBILITY FOR GOODS.

The goods supplied/installed by us will become your property once we have received payment for them in full. The goods become your responsibility from the time; they were delivered to the address you gave us, you collected the goods from us, or the time we pass the goods to any third party organised by you, however until fully paid they are owned by Emily Blinds Ltd.

LEGALITY.

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

FORCE MAJEURE.

The Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond the Company's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil, commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of (or delay caused by) suppliers or subcontractors.