

TERMS & CONDITIONS

1. GENERAL

In these conditions of sale 'the seller' means 'Isle of Wight Blinds Ltd' and 'the buyer' means the person, firm or company placing an order for goods or services which are subject to these terms and conditions which are not variable except in writing and signed by the seller.

2. QUOTATIONS

(a) All quotations are quoted in good faith, and are subject to alteration or withdrawal by the seller without notice prior to any deposit being paid. Prices quoted are inclusive of delivery and installation but plus VAT (which will be detailed on your invoice). However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in the new rate of VAT takes effect.

(b) All quotations provided by the seller are considered invitations for the buyer to place an order and do not constitute a legally binding offer. The deposit receipt, once issued, will be considered the formal offer, and the seller's acceptance of the order will be deemed binding. The seller does not entertain or accept alternative terms and conditions.

3. DELIVERY

(a) Delivery times provided are approximate and are not guaranteed. Despite our utmost efforts for accuracy, the seller cannot be held responsible for any consequential loss or damage resulting from delays or failures to deliver on the specified date. Please note that shutters, particularly our wood product, may have a delivery period exceeding 95 days, and our UK-made UPVC product may exceed 30 days.

In the event of a delivery delay caused by factors beyond our direct control, we are committed to expediting the installation at the earliest available opportunity. While we strive to provide accurate lead times, presented as our 'best estimate,' we regret to inform that we cannot offer discounts for orders arriving later than initially anticipated.

(b) The seller assumes complete responsibility for the delivery of your shutters before the installation process begins.

(c) Upon delivery, it is the buyer's responsibility to promptly inspect the product and report any issues immediately. Any problems identified after this initial inspection may not be eligible for resolution once installation has begun.

4. RETENTION OF TITLE

(a) Ownership of the goods will be retained by the seller until full payment is received for each order or until a resale occurs. In the event of a resale, the seller's beneficial and legal entitlement shall apply to the proceeds or the claim on those proceeds.

(b) The buyer's right to possession of the goods will cease at the earliest of the following date:

-After three months from the original scheduled installation date or within a reasonable delayed period as agreed by the seller.

(c) The seller will have the right if paragraphs (a) or (b) apply:

- i. To repossess the goods
- ii. To use or sell all or any of the goods
- iii. To enter any premises of the buyer for the aforesaid purposes within reasonable limits.

5. MINIMUM ORDER

(a) There is no minimum order.

6. PAYMENT TERMS

(a) Shutters and blinds will not be put into production until 50% of the total order value has been received.

(b) Final payment (remaining 50% of total order value) shall be made by the Buyer, to the Seller upon the day of installation.

(c.) In the event of non-payment by the due date, installation may be postponed for a maximum of three months. Interest will be charged at a rate of 2.5% per month above the base rate of Lloyds TSB Bank PLC for a period of 3 months only. Failure to make payment within this period will lead to order cancellation, and the products may be resold, with the forfeiture of all deposits. This provision does not affect your statutory rights.

7. LIABILITY / FITTING LIABILITY

All goods are sold to the buyer on the following conditions.

(a) All goods should be fully inspected prior to installation. The buyer must check that the products are in accordance with the purchase order both for colour and design prior to installation. The seller cannot accept responsibility in circumstances where the buyer is not present at the installation address.

(b) The buyer must check that shutters are to agreed colour-way prior to installation. The seller cannot guarantee precise colour matching against samples, our products are made from a natural material. Minor imperfections not readily apparent at a distance of four feet 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.

(c) The itemised invoice is considered the statement of work. All styles, panel operation, colours and splits documented within this invoice is what the seller will be delivering. It is the buyers responsibility to check that these are correct and aligned to choices before a deposit is made.

(d) Shutters will be fitted taking into consideration structural integrity as a priority. Shutters will be fitted to either masonry, plasterboard, window frames directly or where required, tiled surfaces - Our fitters will make this decision on the day of installation after an evaluation of the work area. Our shutter frames are designed around fitment to your windows and uniformity will be prioritised for windows that require different fitments.

(e) Under no circumstances except in respect of death or personal injury caused by the seller's negligence does the seller accept liability for consequential loss, damage, costs or expenses, however arising and any liability for any such consequential loss damage is hereby specifically excluded. Should a claim be made the seller's liability is limited to the value of the order placed by the buyer.

(f) The seller 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 and uses are the risk of the buyer.

(g) Tolerance levels of overall panel specifications are plus or minus 5mm per individual panel, 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 1.5mm per 300mm and shall not be considered defective if within this tolerance.

(h) It is recommended that panels be ordered within our normal specification range. For example, shutter panels above 1700mm in height are ordered with a mid-rail, and that panel widths do not exceed 700mm. We may exceed the limitation at your request, but in doing so we cannot accept responsibility for problems that result.

(i) Due to the high quality of our product (solid hardwood), the opening and closing operation of shutter panels of over a height of 1.8 m or bi-fold (two or more connecting shutter doors) may be impacted due to the weight underpinning the hinges. The shutter panel opening will however, be fully operational on all installations.

(j) The Buyer acknowledges that accurate measurements of the windows are essential for the successful fitting and installation of shutters. The Seller undertakes to take precise measurements of the windows prior to manufacturing and installation. Any subsequent

changes made to the windows after the final measurements have been taken, whether by the Buyer or any third party, shall be at the sole risk and responsibility of the Buyer - Examples of but not limited to include new plastering, the additional of new window handles, the removal or addition of a window board, window flashing or alarm systems. The Seller shall accept no responsibility for any fault, misfit, or non-compliance of the shutters due to the altered window dimensions. It is the Buyer's responsibility to ensure that no alterations are made to the windows once the final measurements have been confirmed.

(k) Once an order has been agreed upon and a deposit paid for our made-to-measure products, no cancellations or modifications are permitted. Buyers are liable for the full order value, except when cancellation occurs more than two weeks prior to your installation date, in accordance with our cancellation policy.

(l) In the event of any breakage or damage to the property whilst the seller is installing your order, Isle of Wight Blinds Ltd will notify the buyer immediately and set out steps to remedy the situation. Similarly, if at the end of a job the buyer is dissatisfied with any aspect of the service, they must inform the seller as soon as possible. Buyers must allow the seller to affect a remedy using our own tradespeople and under no circumstances will the seller be held liable for the costs of reparations by third parties that have not been expressly agreed to in writing.

(m) In case of imperfections or visible damage, the buyer must promptly notify the seller to initiate steps for assessment and rectification with our factory. The buyer is required to permit the seller to conduct repairs using our own tradespeople. Any repair or imperfection not visible at a distance of four feet under ordinary light will not be considered a defect.

(n) If you raise a claim or issue regarding the installation services, the buyer must allow the seller access to review the installation services/products and to take photographs of any alleged damage or poor quality of work.

(o) Installations will be conducted as a whole for each order in a single phase. If the buyer prefers a phased installation, the seller may consider it at their discretion. Adequate notice is required for this consideration. The seller reserves the right to conduct the installation over a period of time due to circumstances beyond our control. We commit to keeping you informed to the best of our capabilities should such a situation arise.

(p) Blackout tolerance levels: Due to shutters being an operational window dressing with moving slats and panels, shutters will not offer a 100% light blackout level. Buyers requiring maximum darkness can purchase shutters with an integrated blackout blind - Whilst this does

offer enhanced light control than shutters alone, this still will not be 100% blackout (typically 85-95%).

(q) Our shutters are covered with a 10 year warranty and our blinds come with a 5 year warranty. Please contact us in the first instance should you need to make a claim and we will provide you with all the necessary information.

(r) If the client is not on site when property is surveyed or installed the shutters will be fitted in accordance to our standard practices unless agreed prior to confirmation.

The foregoing is in substitution for all other terms, expressed or implied relating to the quality or fitness for purpose, and all such terms are hereby excluded. This does not, however, affect the consumer's statutory rights.

(s) During or upon completion of the installation of our products, the seller reserves the right to take photographs for quality control purposes, including the area surrounding the window/door. These photos may be reviewed by all parties in the event of a quality control matter. Additionally, the pictures may be used for the seller's social media platforms and online marketing. Please notify the seller promptly if you wish to withdraw your consent for the use of these photos online

8. OUR RIGHTS TO MAKE CHANGES

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

(a.1) to reflect changes in relevant laws and regulatory requirements;

(a.2) to implement minor technical adjustments and improvements. These changes will not affect your use of such product(s).

(b) 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

9. YOUR RIGHTS TO MAKE CHANGES

(a) 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. If your order has already been put into production the order cannot be changed.

10. YOUR RIGHTS TO TERMINATE THE CONTRACT

(a) All products are bespoke and made-to-measure to your requirements. As such, they fall into the category of bespoke products under the Consumer Contracts Regulations 2013 and (subject to clauses 10.b 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.

(b) Cooling off period. Notwithstanding clause 10.(a) above, we will accept the cancellation of your order once placed as long as your notice of cancellation is received in writing, within one calendar day starting with the date your order is placed. Our preferred method of cancellation is by email to info4blinds@gmail.com or by telephone on 07535 578751 to ensure traceability. Your notice of cancellation will be deemed to have been served on and will take effect from the day it is given to us.

11. OUR RIGHTS TO TERMINATE THE CONTRACT

(a) We may end the contract at any time by writing to you if:

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

(ii) 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;

(iii) you do not, within a reasonable time, allow us to deliver the product(s) ordered to you; (see clause 6.c)

(iv) you do not, within a reasonable time, allow us access to your property to supply any services (see clause 6.c)

(b) If we end the contract in any of the situations set out in clause 11. 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.

(c) 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.

(d) 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.

(e) The contract ending for any reason shall not affect any accrued rights of you or us.

12. JURISDICTION

Contracts with the seller shall in all respects be constructed and operate as a contract made in England. The buyer and the seller hereby accept the exclusive jurisdiction of the English or European Courts in relation to any dispute which may arise out of or in connection with the contract for the goods supplied thereunder save that either party to the contract may refer any dispute thereunder to the tribunal of arbitration of the London Chamber of Commerce.

13. WARRANTY

We are pleased to offer a 10 year warranty on our shutters and a 5 year warranty on our blinds. Please contact us for more information if required.

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