

# TERMS & CONDITIONS



## 1. DEFINITIONS

- a) "Terms & Conditions" means these terms and conditions, which apply to all your purchases of Goods and Services from us; and may only be changed in a document signed by one of our directors; and form the entire understanding between you and us and supersede any prior promises, representations or undertakings.
- b) "Seller"/"we"/"us"/"our"/"Company"/"Adrian's Shutters & Blinds" means A Clyne Ltd a company registered in England with number 06595411.
- c) "Purchaser"/"Consumer"/"you"/"your" means the person, firm or company submitting an order for the purchase of Goods and Services; Goods and Services from the Seller.
- d) "Contract" means the contract between the Seller and the Purchaser for the sale and purchase of the Goods and Services in accordance with these Terms and Conditions and the Order.
- e) "Order" means the order for the Goods and Services as set out in our Quotation.
- f) "Quotation" means the prices of Goods and Services offered to the Purchaser by the Seller.
- g) "Goods" means shutters, blinds, fixtures, parts, products, items, and any item or items described in any Quotation and/or Order.
- h) "Services" means the services relating to the installation of the Goods.

## 2. YOUR ORDER FOR THE GOODS AND SERVICES

- a) Where a Quotation has been accepted by you the Purchaser and, where applicable, a deposit received by us, the Order shall be deemed to have been accepted by us and the Order will be placed (unless we notify you to the contrary, in which case we shall promptly refund any sums paid by you in respect of the Order).
- b) You warrant to us that you have the right to contract with us to supply the Goods and Services at the premises where they are to be delivered to and installed; and will supply us with rights of access, mains electricity and such information that we may reasonably require in order to deliver the Goods and perform the Services and/or check the Goods and their installation where you notify us about a problem.
- c) You are confirming that you are a Consumer. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

## 3. PRICE AND PAYMENT

- a) The price for the Goods and Services is set out in the Quotation for the Order or such other price we may agree in writing. All prices are inclusive of the cost of delivery and VAT.
- b) Unless credit terms have been agreed with us in writing, payment of the purchase price for the Goods, net of any deposit already paid, is due upon completion of the Services or, in the event of cancellation (after expiry of the period set out at condition 9(b)) or refusal to accept delivery of the Goods, upon such cancellation or refusal as the case may be.
- c) Invoiced amounts shall be due and payable strictly within 14 days of receipt of invoice unless otherwise agreed in writing. Orders that remain unpaid 14 days after the completion of the Services shall be subject to an interest charge of 8% a year above the Bank of England base 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 judgement. You must pay us interest and any reasonable costs together with the overdue amount.
- d) A deposit (which depending upon order value may be upto 100% of the agreed price) may be required. Any such deposit shall be payable upon your acceptance of the Quotation and our acceptance of the Order. This payment shall be forfeited to the Company on account of damages in the event of the customer's breach of contract. In the event that cleared funds are not received for the deposit payment (for example if your card declines or your cheque is rejected) we may request full payment before any installation of goods take place.
- e) In the event that your final balance payment is not received, for example if your card declines or your cheque is rejected, or if you fail to make payment once fitting has taken place, we may instruct internal or 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 or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector.
- f) Where you do not make any payment to us under the Contract by its due date, we may, in addition to any other rights which we have under this Contract and in law: withhold further deliveries or supplies, or suspend performance of the Contract until arrangements as to payment or credit have been established on terms which are satisfactory to us; and/or we may bring action against you for the price of the Goods at any time.
- g) You may be entitled to discounts. Any and all discounts will be at our discretion.

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## 4. DELIVERY OF THE GOODS AND SUPPLY OF THE SERVICES

- a) We will deliver the Goods and supply the Services to the place noted in the Order.
- b) Unless otherwise expressly agreed in writing, any delivery or supply date or time specified by us in any Order or otherwise is a best estimate only, and we will not be liable to you for any loss or damage (including for the avoidance of doubt any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time related to a cancelled fitting appointment) sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.
- c) The Order relates to a made-to-measure product which is exempt from delivery within a 30 day period, as the delivery time for a made-to-measure product may vary by several weeks.
- d) It is a condition of these terms that access to the property is made available at the mutually agreed dates for consultation, survey, installation and service calls. In order to ensure safe working practices it is a condition of these terms that the area in which the works are to be carried out is cleared of but not limited to pets, plants, furniture, breakable items and household residents. The company requires 24 hours' notice of a cancelled appointment.
- e) Where you fail to meet and/or agree the delivery date, full payment on Shutters must be made. We will not accept postponement of fitting unless full payment is received.
- f) 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.
- g) If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order or breach your payment obligations and/or the obligations set out at condition 3 under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery or supply.
- h) Regulations have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the Goods. In such circumstances you will remain liable for the full cost of the Goods ordered and you agree that you will not treat our refusal to install the Goods as a fundamental breach of the Contract and you will remain bound under the Contract to take delivery of the Goods. For avoidance of doubt we consider this clause to be reasonable in all 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.

## 5. WARRANTIES FOR THE GOODS AND SERVICES

Subject to conditions 5(c), 5(e) and 5(f):

- a) We will supply the Goods with reasonable skill and care and in accordance with the specification set out in the Quotation provided.
- b) If the Goods supplied by us are not in accordance with condition 5(a), above, you should notify us in writing (email is acceptable) within a reasonable time from their supply or of becoming aware of the defects. We will arrange with you a time when we can visit your home to examine the supplied Goods and, if the Goods are not in compliance with condition 5.1 we will, either remedy the defect in question or re-supply the defective Services.
- c) Whilst every attempt will be made by us to ensure that the Goods supplied match in every respect any samples shown or description given to you, 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.
- d) Subject to clause 5(f) and to the receipt of payment in full for your order, we provide a 12 month warranty on all Goods and Services, coupled with a 5 year guarantee against defects on any Shutters supplied. We offer a post-installation consultation where we can answer any questions you may have regarding the installation, or your shutters in general.
- e) We warrant that, subject to condition 5(f), should any defect in material or workmanship occur within the relevant warranty period (noted in condition 5(d)) after the date of delivery and installation of the relevant Goods, 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 (always providing that the Goods have not been subject to any misuse or modification).
- f) The warranties provided in this condition 5 shall not apply: in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession. Where the claim is due to damage or fair wear and tear after installation, or the installation is outside the Warranty period, there is a £40.00 call out charge (payable at the time of the visit) in addition to the cost of any repairs required.

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## 6. LIMITATION OF LIABILITY

- a) We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related Services or their use by you; any losses which are not caused by any breach by us; or business or trade losses.
- b) Nothing in this Contract excludes or limits our liability for: death or personal injury resulting from our negligence or that of our employees or Advisors; liability for damage to property or injury to persons under the Consumer Protection Act 1987; fraud; or any other matter that we cannot by law exclude or restrict.
- c) We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of 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.
- d) In order to install goods, holes may 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 products are subsequently removed.

## 7. DELAY OR FAILURE TO PERFORM

- a) We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

## 8. GENERAL

- a) No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.
- b) Each provision of this Contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Contract and the remainder of the provision in question shall continue in full force and effect.
- c) As a consumer, there are certain terms implied into your contract with us which we cannot exclude or limit (for example, under the Sale of Goods Act 1979 we have to supply goods to you which are fit for their purpose). It is important for you to know that nothing in these terms affects these statutory rights.
- d) The Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- e) Risk in the Goods passes upon delivery and fitting, but title will only pass to the customer upon payment in full being made.
- f) Any communication to us should be addressed to A Clyne Ltd, 16 Wessex Rd, Weymouth, DT4 0LT.

## 9. NOTICE OF THE RIGHT TO CANCEL

- a) The goods are bespoke and made-to-measure to your requirements. As such they fall into the category of tailor-made products within the Consumer Contracts Regulations and hence you will not be able to cancel your Order once placed (subject to clause 10(B) below). This will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described.
- b) Notwithstanding clause 10(a) above, A Clyne Ltd will accept cancellations of Orders placed provided that notice of cancellation is received within 12 hours from the Order being placed. Your cancellation must be received by email to [info@adriansshuttersandblinds.co.uk](mailto:info@adriansshuttersandblinds.co.uk) or by telephone on 01305 458761 or 07812 566160.
- c) The notice of cancellation is deemed to be served from the day it is given to us via the email address in clause 10(b) above or on the telephone number in clause 10(b) above.
- d) This Contract is with A Clyne Ltd whose registered office is A Clyne Ltd, 16 Wessex Rd, Weymouth, DT4 0LT. Registered Number 06595411.

## 10. WEBSITE

- a) All information on this website is provided in good faith and for general information purposes only and A Clyne Ltd will use its reasonable endeavours to ensure that the said information is accurate. We accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third party. Where we provide links to other web sites or resources for your convenience, we have no control over the content or security of any such website, therefore, you link to such websites at your own risk. To assist your navigation of this web site and our prevention of fraud we may send "cookies" from this website to your computer. You may choose to disallow "cookies" via your browser but this web site may not work properly as a result.