

## **Terms and Conditions**

### **1. OUR TERMS**

1.1 These are our terms and conditions on which we supply products to you. Before accepting our quotation, please ensure you read these terms carefully. Please discuss any queries with these terms with us, prior to accepting our quotation.

### **2. ABOUT US**

2.1 We are Pretlove's Blinds Limited. Our registration number is 12334506.

2.3 When we use the terms "writing" or "written" in these terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

3.1 These terms will apply to your purchase of any goods and/or services from us and may only be changed with our prior written authorisation. These terms together with your order once accepted by us will constitute the contract between you and us for our supply and your purchase of such goods and / or services.

3.2 Any quotation given by us shall not constitute an order, and is only valid for a period of 90 business days from its date of issue. We may extend this period at our discretion.

3.3 By entering into a contract with us you warrant to us that you have the right to contract with us to supply the goods and services at the property where they are to be delivered, installed and provided.

### **4 ORDER AND SURVEY**

4.1 The order shall be detailed in our Quotation. Once the order has been completed, accepted by you and received by us, the order shall be deemed to have been accepted by us unless we notify you to the contrary within 7 days of you agreeing to it (in which case we shall promptly refund any sums paid by you in respect of the order).

4.2 Some orders are subject to a detailed survey to undertake measurements and specifications for the products. Should this be required one of our advisors will arrange a suitable time for this to take place.

4.3 Should the results of the survey identify amendments to the order which would change the price then we will notify you of such price change whereupon you have the right to proceed with or cancel the order at your discretion. Should you choose to cancel the order we shall promptly refund any sums paid by you in respect of the order.

4.4 The product(s) supplied by us to you will correspond with the products detailed on the Quotation.

### **5. OUR PRODUCTS**

5.1 The images of the products on our website and printed material are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed material images reflects the colour of the products. Your product may vary slightly from those images.

5.2 Our Blackout products offer exceptionally high levels of light reduction/ exclusion, however no product we supply will offer 100% blackout.

## **6. YOUR RIGHTS TO MAKE CHANGES**

6.1 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 the requested change and ask you to confirm whether you wish to go ahead with the change.

## **7. OUR RIGHTS TO MAKE CHANGES**

7.1 We may change any of the product(s) you have ordered as a result of any of the following:

7.1.1 To reflect changes in relevant laws and regulatory requirements.

7.1.2 To implement minor technical adjustments and improvements.

7.2 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.

## **8. DELIVERY**

8.1 We will deliver the goods and supply the services to the place noted in the quotation as the delivery address.

8.2 You will supply us with such information, rights of access and main electricity that we may reasonably require in order to deliver the goods and perform the service and/or to check the goods and their installation where you notify us about a problem with the same.

8.3 Any delivery or supply date or time specified by us in the Quotation is an estimate only, and we will not be liable to you for any loss sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control (including, for the avoidance of doubt and without limitation, 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 installation appointment). All of our products are made to measure and may have extended manufacturing and/or delivery periods.

8.4 In order to ensure safe working practises it is a condition of these terms that the area in which the works are to be carried out is cleared of, without limitation, pets, plants, furniture, breakable items and property residents.

8.5 For larger orders it may be necessary for the products ordered to be delivered to your property prior to the installation date. We will inform you if this is necessary and you will be responsible for accepting such a delivery in accordance with these terms.

8.6 Relevant laws and legislative and regulatory requirements have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These laws, legislation and 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 product(s) you have ordered. In such circumstances you will remain liable for the full cost of the product(s) ordered and you agree that you will not treat our refusal to install the product(s) as a fundamental breach of the contract and you will remain bound under the contract to take delivery of the product(s). For the avoidance of doubt, we consider this clause 8.6 to be reasonable in all circumstances given the current legal, legislative and regulatory requirements. This will not affect your legal rights as a consumer in relation to any products that are faulty.

8.7 If our supply of the product(s) you have ordered is delayed by an event outside of our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay, you may contact us to end the contract and receive a refund of any sums you have paid in advance for products which will not be provided.

8.8 If you do not allow us access to your property to deliver the goods or supply the services as arranged we may charge you for the additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

8.9 The product(s) you have ordered will be your responsibility from the time we deliver product(s) to the address you gave us.

8.10 You will own the product(s) you have ordered once we have received payment in full for the product(s).

8.11 We may have to suspend the supply of any product(s) you have ordered to for any of the following:

8.11.1 Deal with technical problems or make minor technical changes.

8.11.2 Update the product(s) to reflect changes in the relevant laws and regulatory requirements.

8.11.3 Make changes to the product(s) as requested by you or notified by us to you.

8.12 We believe in helping the environment, so we ask that all packaging materials will be left on site for the client's disposal in the correct manor. Any non-recyclable packaging materials will be removed from site by Pretlove's Blinds Ltd.

8.13 Installation appointments that are cancelled by the client, less than 24 hours prior to the agreed time, will be subject to a cancellation fee of £120.

## **9 PRICE AND PAYMENT**

9.1 The price for the goods and services to be supplied is stated on the Quotation.

9.2 If the rate of VAT changes between your order date and the date we supply the product(s) you have ordered, we will adjust the rate of VAT that you pay, unless you have already paid for the product(s) in full before the change in the rate of VAT takes effect.

9.3 For orders over £350, a deposit of 60% shall be payable by you upon accepting the Quotation. For order £350 or under, the full amount shall be payable by you upon accepting the Quotation. Only after the payment has been made, will your order be processed.

9.4 A non-refundable deposit is required to secure your booking. This deposit will not be refunded under any circumstances, including but not limited to, client cancellation, and will be credited towards your final fee.

9.5 Payment in full of the purchase price for the product(s) you have ordered, net of any deposit already paid, is due on delivery and completion of the installation of the product(s) however in some cases we may ask for payment in advance of the installation, and payment may automatically be deducted from your pre authorised card. Should payment not be received, the installation will be postponed until the point at which the remaining balance has been settled.

9.6 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 the contract and in law, withhold further deliveries or supplies or suspend performance of the contract until arrangements as to payment have been established on terms which are satisfactory to us.

9.7 Following delivery of your order, if we are unable to book an installation appointment within 10 weeks of delivery, from no fault of our own, the balance will be due in full.

9.8 If installation is delayed, suspended or cancelled for any reason beyond Pretlove's Blinds control, or at the Client's request, the Client agrees to pay for the following.

- All work completed
- All goods supplied
- All materials ordered
- Any costs incurred up to that date

The balance becomes immediately due upon invoice, regardless of project completion.

9.9 In the event that your final balance payment is not received by us (for example your debit/ credit card declines) or if you otherwise fail to make your final balance payment to us, we may instruct external debt collectors to collect the monies due from you under the 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. Orders that remain unpaid after the due date shall be subject to an interest charge of 4% per annum above the Bank of England base rate from time to time. 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 this interest together with the overdue amount.

9.10 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

9.11 All goods remain the property of Pretlove's Blinds until paid for in full.

## **10 OUR WARRANTY TO YOU**

10.1 We warrant that any goods supplied will correspond with the specification set out in the Quotation at the time of delivery or supply, will be of satisfactory quality and will be fit for the purpose for which they are commonly bought and for the purpose for which they have been designed; and we warrant that the services supplied will be performed with reasonable skill and care.

10.2 Pretlove's Blinds Ltd provides a three-year guarantee on all products supplied from the date of install. Our guarantee will become void if any of the following apply:

10.2.1 Inappropriate use deemed by Pretlove's Blinds Ltd

10.2.2 Factors beyond Pretlove's Blind Ltd control

10.2.3 Fair wear and tear

10.2.4 Accidental damage

10.3 If any services supplied by us are not in accordance with 10.1 above, you should notify us in writing within 3 days from the supply date with supporting photos. We will either arrange with you a time when we can visit your home to examine the supplied services or request imagery showing the alleged defect and, if the services are not in compliance with clause 10.1 above, we will either remedy the defect in question or re-supply the defective service, if the fault has not been caused by any of the clauses in section 10.2.

10.4 In order for us to complete any repairs required under any of the warranties set out in clause 10.1 above we will require access to your property at a mutually convenient time. Failure to provide such access within a reasonable time will be deemed a frustration of the contract and our obligations as set out within this clause 10 will cease.

10.5 Upon notification of a claim in respect of any goods under any of the warranties set out in clause 10.1 and 10.2 we will either arrange with you to examine the goods or request imagery 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). It is possible that goods replacing defective goods under any of the warranties may no longer exactly match other goods in that order due to fading or changes in product specification. Should this be the case we do not accept any liability to replace non-faulty product(s) solely to ensure colour match.

10.6 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: (i) reject the goods; (ii) withhold or reduce payment of the purchase price; or (iii) claim any compensation for such variation.

10.7 Whilst all fabrics supplied by us are tested in accordance with BS EN ISO 105 B02, fading will inevitably occur. However, the performance of the products is unimpaired by any such fading and neither the warranties set out in clause 10.1 in relation to fading or 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 products and/or by accidents caused while the products are in your possession as set out in 10.2

10.8 The warranties set out in clause 10.1 are for the original purchaser only and are not transferable. Please retain your Quotation to identify your purchase in the unlikely event of needing to claim under any of the warranties set out in clause 10.1.

10.9 Any call outs to the customer's address following a claim, which are found to be as a result as listed in section 10.2, can be subject to a call out charge.

## **11 YOUR LEGAL RIGHTS**

11.1 We are under a legal duty to supply goods and services to you that are in conformity with the contract. Nothing in these terms will affect your legal rights in relation to any non-conformity.

## **12 YOUR OBLIGATIONS IN RESPECT OF REJECTED PRODUCTS**

12.1 If you wish to exercise your legal rights to reject any product(s) you must allow us to collect the rejected product(s) from you. We will pay the costs of collection.

## **13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Nothing in the contract excludes or limits our liability for: (i) death or personal injury resulting from our negligence or that of our employees, advisors or installers; (ii) fraud or fraudulent misrepresentation; (iii) breach of your legal rights in relation to the products (including the right to receive products which are as described, of satisfactory quality, fit for purpose, supplied with reasonable skill and care and installed correctly by us); (iv) unsafe products under the Consumer Protection Act 1987; or (v) any other matter in respect of which it is unlawful for us to exclude or restrict liability.

13.2 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. In order to install products, holes may be made in the fabric of the structure of your property. 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 by you. 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 products does not breach any leasehold, planning regulations or warranties that you may hold.

13.3 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 We shall not be responsible for any injury, loss, damage, cost or expense suffered by you if and to the extent that it is caused by negligence or wilful misconduct by you or by breach by you of your obligations under the contract.

13.5 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching the contract or 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 the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

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

13.7 This clause 13 shall survive completion of the contract or the contract ending for any reason.

## **14 YOUR RIGHTS TO END THE CONTRACT**

14.1 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 14.2 to 14.3 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 or not as described.

## **15 OUR RIGHTS TO END THE CONTRACT**

15.1 We may end the contract at any time by writing to you if:

15.1.1 You do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

15.1.2 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;

15.1.3 You do not, within a reasonable time, allow us to deliver the product(s) ordered to you;

Or

15.1.4 You do not, within a reasonable time, allow us access to your property to supply any services.

15.2 If we end the contract in any of the situations set out in clause 15.1 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.

15.3 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.

15.4 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.

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

## **16 HOW WE MAY USE YOUR PERSONAL INFORMATION**

16.1. We will use the personal information you provide to us:

16.1.1. To supply the product(s) you have ordered to you;

16.1.2. To process your payment for the product(s) ordered; and

16.1.3. To inform you about similar products that we provide. You may stop receiving these communications at any time by contacting us, at [info@pretlovesbcs.co.uk](mailto:info@pretlovesbcs.co.uk)

16.2. We may pass your details onto an independent third party if required for dispute resolution.

## **17 OTHER IMPORTANT TERMS**

17.1 We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and will ensure that the transfer will not affect your rights under the contract.

17.2 You may not transfer any of your rights or obligations under the contract to another person without our prior written consent. The request must be received in writing.

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

17.4 If we do not insist immediately that you do anything you are required to do under the terms of the contract, or if we delay in taking steps against you in respect of your breaching the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to supply the product(s) you have ordered, we can still require you to make the payment at a later date.

17.5 Each term of the contract operates separately and, notwithstanding that the whole or any part of any such term may prove to be illegal or unenforceable, the other terms of the contract and the remainder of the term in question shall continue in full force and effect.

17.6 The contract is governed by the laws of England and you can bring legal proceedings in respect of the product(s) you have ordered or otherwise in relation to the contract in the English courts. If you live in Scotland you can bring legal proceedings in respect of the product(s) ordered in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the product(s) ordered or otherwise in relation to the contract in either the Northern Irish or the English courts. Likewise, if you live in the Republic of Ireland or any other EU member state, you can bring legal proceedings in respect of the product(s) ordered or otherwise in relation to the contract in either the courts of the member state in which you live or the English courts.