

# Terms & Conditions

TERMS & CONDITIONS OF TRADE - Contract Blinds Ltd referred to as the "company".

## 1. CONDITIONS OF SUPPLY & INSTALLATION

- These conditions override any earlier terms and conditions appearing the company's catalogues or elsewhere or referred to by the customer whether in the order or in any negotiations.
- At the request of either party the other shall evidence the authority of any individual acting for it.
- Any statements, oral or written, made prior to the acceptance of the customers order as to the specification or performance of any equipment, any savings of energy or noise abatement likely to results from any installation and the time within which any installation may be completed are to be regarded as estimates only and do not form any part of any contract between the company and the customer.
- No variation to these conditions shall be binding unless agreed in writing between the company and the customer.

## 2. PRICES

- Subject to the remaining provisions of these terms, the price payable for goods and services supplied by the company shall be the discounted price specified in the quotations and in certain circumstances the company will guarantee to freeze prices for repeat business, such prices which will continue to be subject to sub-clauses (c) and (d) below.
- The company reserves the right at any time (whether before or after acceptance of the customers order) to pass on to the customer any increased cost to the company resulting from the supply of different goods equipment or services from those specified in the quotations, from any increase in prices charged to the company by its suppliers, or from any increase in VAT or another tax from time to time levied.
- The company provides its services on a very tight schedule (often one year in advance where the customer has ordered the annual services) and suffers losses where customers change, delay or cancel their orders without reasonable notice and so the customer agrees to fully indemnify the company for all such losses in accordance with clause 4 (e).
- Any urgent order accepted by the company shall be subject to an additional fee for providing its services at short notice.
- Unless otherwise agreed in writing by the company any discounts offered by the company to customers shall only relate to the cost of services provided pursuant to an order and shall not be available on new or replacement products or additional services which did not form part of the initial order.

## 3. QUOTATION ESTIMATES

- Each order placed by a customer, no quotations given by the company for the supply of services or for the supply of goods shall constitute an offer by the customer subject to these conditions and the company hereby reserves the absolute right to withdraw and amend any such quotation given by the company in response to the order until such time as the company has accepted the order of the customer in writing either expressly or by fulfilling the order in whole or in part. All quotations are exclusive of VAT unless otherwise stated.
- The customer is deemed to accept all the terms of the quotation, including any discounts, estimated times for removal and delivery and re-installation and the customer must raise any questions on the terms of the quotation prior to placing an order.

## 4. ORDERS

- All orders given by a customer shall be in writing giving sufficient details to enable the company to identify any relevant quotation and in particular quote all reference numbers.
- Any special requirement of the customer must be clearly stated
- The company must be supplied with any necessary information relating to the goods and or services including all relevant measurements and specifications within a sufficient time to enable the company to perform the contract and its obligations in accordance with these terms and conditions
- Where any order is made on the customers note paper the company shall be entitled to assume that the contract is to be made with the customer and not with any sub-contractor or otherwise of the customers.
- An order which has been accepted by the company may only be cancelled by the customer with the written agreement of the company and on terms that the customer shall indemnify the company in full against all losses (including losses of profit), damages, costs and expenses incurred as a result of the cancellation and in calculating such losses the benefit of any discounts to the price agreed by the company shall not be taken into account.
- Subject to clause 2 (e) any additional service which the customer requests the company to perform which did not form part of the initial order shall be subject to these terms and conditions and shall be deemed to have formed part of the initial order.
- Where the customer has completed the company's own booking form, these terms shall apply equally to such an order.
- The customer has an obligation to inform the company where the goods, which is the subject matter of the order is varied in any way including without limitation either in number or type and specifications, so that the company may advise the customer of any additional costs associated with such a variation in the order.
- Where the customer fails to notify the company of any variation to the goods the customer shall be liable for any additional costs incurred by the company in performing its obligations under this contract and shall pay such costs on demand.

## 5. PAYMENT

- Payment in full must be made within 30 days of the date of invoice free from any right of set-off or abatement
- The company shall be entitled to revoke or vary without notice any credit facilities which it may previously have allowed a customer without having to give any reason.
- The company shall be entitled to require a deposit to be paid by the customer prior to the commencement of the services. Such deposit shall be off-set against the final payment due by the customer to the company.
- If the customer fails to make any payment on the due date the company shall be entitled to charge the customer interest on the unpaid amount at the rate of 28% per month or part thereof.
- All payments shall be in sterling and shall be remitted to the company at Brickhill Pastures, Limbersey Lane, Maulden, Bedford, MK45 2EB, or as it may be direct.
- Time for payment shall be of the essence.
- All prices shown in the estimate and elsewhere are exclusive of VAT.

## 6. INSTALLATION

- The quotation will take no account of contingency costs and the company reserves the right to charge the customer for any extra costs occasioned to the company under clause 4 (h) above or the customers failure to inform the company of any such variation of by reason of delay in the performance of the contract, excessive movement of materials or any other difficulty caused by adverse circumstances not specified in the quotation and or the customers order.
- Where any quotations includes a charge for erection and installation, such charge is based on the assumption that sites are clean and level and offer reasonable access.
- The company gives no warranties as the safety of the goods following the re-installation except where the goods have been re-installed in an unsafe manner or not in accordance with manufacturers' recommendations and the customer has in no way interfered with or adjusted the goods after installation without prior consultation with the company.
- The company will provide the customer with written instructions as to how to use the products on the request of the customer.

## 7. SPECIFICATIONS

The company hereby reserves the right to substitute the goods of one manufacturer for goods of another providing they are substantially of the same fitness, quality and specification, notwithstanding that the goods of one manufacturer only are quoted in the accepted offer.

## 8. DELIVERY RISK & TITLE

- Any dates quoted for the delivery of the goods are approximate only and the company shall not be liable for any delay in delivery of the goods howsoever caused.
- The customer shall not be responsible for checking all quantities of goods delivered against any delivery note or other document which may be produced at the time of delivery by the company's supplier or its agent. Any shortages must be reported to the firm company in writing within 48 hours from the receipt of delivery, failing which the customer shall be deemed to have received all the goods specified in the delivery note or other document and be liable for any deficiency in accordance with the remaining provision of this clause 8.
- All job sheets must be signed by the customer following delivery of all goods failing which the customer will be deemed to have accepted such delivery.

- All goods delivered to the customers premises in advance of installation work shall, after delivery, be the responsibility of and at the risk of the customer. The customer shall be liable for any theft, loss, damage or destruction howsoever caused to goods so delivered and or to any plant tools or other equipment of the company left at the customer's premises for the purposes of carrying out the installation of goods.
- Notwithstanding installation and or delivery of any goods, title to such goods shall pass to the customer only upon payment in full of all sums owing to the company by the customer together with any interest due to the company by the customer or whatever nature.
- Where any goods supplied under this contract are to be sold on by the customer to a third parts the customer shall provide such third party with a copy of these terms and conditions and shall draw to the third party's attention to the provisions of this paragraph 8.
- The company will provide the customer with a written guarantee in respect of new products provided by it, which shall become invalid if the customer misuses the products in any manner.

## 9. REPAIR & MAINTENANCE

- If provided in the contract, the company may provide the customer with a repair and maintenance service ("the service") at the discounted price specified in the estimate provided by the company.
- Upon receipt of the notification from the customer that the service is required, the company shall use its reasonable endeavours to provide the service at the premises at which the service is to be performed within a period of 5 days from such notification.
- The customer shall make available adequate working space and facilities to enable the company to provide the service.
- Any obligation of the company to provide the service shall be suspended whilst the customer is in default of any of its obligations to the company.
- The company shall, where necessary, replace any defective parts and shall use its reasonable endeavours to obtain replacement parts. Such replacement parts shall be charged to the customer at the company's then current prices.

## 10. LIABILITY

- The company agrees to perform the work in a workmanlike manner using reasonable care at all times, however, all liability shall be excluded in respect of loss or damage arising from:-
  - Poor quality or faulty manufacture of or inherent defect in any goods which are the subject of the contract;
  - Misuse damage or cleaning of the goods by the customer prior to work being undertaken;
  - Poor colour fastness or instability of any material which is not transparent;
  - Any natural wear or tear in the goods or any sun discolouration which may have occurred prior to or which may occur after the contract has been performed;
  - Any physical change in the premises from the date of the order.
11. The company shall not be liable for any defects in workmanship, for any delay or for any other short-comings in the services supplied by the company to the customer except, in the case of defect in workmanship only, if it is shown that such defect was the direct result of negligence on the part of the company. In any event the liability of the company shall not exceed the company's insurance cover from time to time in place and a copy of such policy which may be obtained from the company at the written request of the customer and the company shall not be liable for any loss consequent upon such defect.
12. While the company will use all reasonable endeavours to remove all stains and soiling from any material, no guarantee or warranty is given that all stains and soiling will be removed.
13. In relation to any goods supplied by the customer the company gives no warranties and is bound by no conditions, whether as to the quality, fitness, description or specification or otherwise howsoever except for such warranties and conditions which are implied by the statute and may not be excluded.

- The customer shall notify the company in writing within two days following the discovery of any defect in any goods supplied to the customer.
- The maximum liability of the company (including liability for works necessary to replace any faulty item and any other direct and or consequential loss) in respect of any breach of any warranty or condition shall not exceed one and a half times the price (at the date of acceptance of the customers order) of the defective item and in no circumstances shall such liability exceed the company's current insurance cover from time to time in place.
- Provided the customer shall have notified the company as required by the sub-paragraph (a) above, the company will at the request and cost of the customer pass on to the customer the benefit of any guarantee which the company may have received from the supplier of all the goods in question.

## 14. INTELLECTUAL PROPERTY RIGHTS

All drawings, illustrations, diagrams, descriptions and other information or literature submitted by the company and the intellectual property therein, shall remain the property of the company (or its supplier). The customer shall not without the company's (or supplier's previous consent in writing, disclose any of the foregoing to any third party.

## 15. FORCE MAJEURE

In the event of the company's contract with the customer being cancelled, materially delayed, interrupted or otherwise restricted by force majeure, being any act or circumstance beyond the control of the company (including, without limitation, delays caused by failure or late deliveries to the company by it's suppliers) or the customer then the either party shall be at liberty without liability to defer the date of installation and delivery or to cancel the order.

## 16. TERMINATION

If the customer has a judgement recorded against him and if a distress or execution is levied or if the customer's landlord threatens or takes steps to levy a distress upon the customers goods or if the customer shall have a receiver or manager appointed over any of his property or assets or if (being the company) any resolutions or petition to wind up such company (otherwise than for amalgamation or reconstruction) shall be passed or presented or if a received of the customers property or assets shall be appointed then the company may stop any goods in transit or cease performance or services and may forthwith determine the contract.

17. If the contract is terminated under this provision of paragraph 16 or 17 above:-

- The company shall be entitled to payment for all goods previously supplied and installed or services supplied under the contract and to payment of a proportion of the price specified in the above contract for installation or other work to be performed by the company, equal to the proportion which the work completed at the date of termination shall bear to the whole of such work and in calculations such payment the benefit of any discounts agreed to by the company under clause 2 (a) above shall be disregarded and the full price shall be used as quoted in the estimate before the application of the discount; and
- The customer shall have no right to claim for any loss or damage occasioned by such termination

## 18. NON PAYMENT BY THE CUSTOMER

In the event that the customer fails to make payment to the company for any of the goods or services it supplied under the contract, the company shall be entitled to treat such non-payment as a repudiatory breach of the contract and to terminate the contract in accordance with clause 17 and to claim liquidated damages from the customer for loss of its expected profit in accordance with clause 18 (a) above. Such loss shall be calculated at 50% of the average sums paid or due to the company by the customer in respect of goods or services supplied to it over the preceding three calendar months, multiplied by the number of the unexpired months of the residue of the term of the contract.

## 19. NOTICES

Any notice required to be given hereunder shall be in writing and shall be deemed to be served if sent by prepaid first class post or by fax to the company at Brickhill Pastures, Limbersey Lane, Maulden, Bedford, MK45 2EB or (as the case may be) to the customers at its registered office for the time being or (if the customer is an individual or partnership) at his or their place of business as specified in the quotation and or order, or subsequently notified to the company.

## 20. CONSTRUCTION

These conditions shall be subject to and construed in accordance with the laws of England.

## 21. THIRD PARTY

Unless expressly provided for no term of this contract shall be enforceable by virtue of the contracts (rights of Third Parties) Act 1999 by any person that is not a party to it.

## 22. WAIVER

Any waiver by the company of any breach of or any default under any provision of these conditions by the customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other conditions.



# Contract Blinds

## Window Blinds Maintenance Schedule

