



**make it
safe**



UNIQUE BLINDS

0800 849 6050



**make it
safe**

TERMS & CONDITIONS

In these conditions: "Surveyor" means our representative who assisted you in choosing the Goods."Guarantee" means, 36 month guarantee for the Goods (commencing from the date of installation) repair or replacement of any defective Goods is free of charge as long as reasonable care has been taken to keep the blinds in a good working condition "Contract" means the contract, comprising these conditions, for supply of Goods and Services.

These conditions: will apply to all your purchases of Goods and Services (as those terms are defined below) from us; 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 (unless fraudulent) or undertakings.

By accepting the Contract 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.

Your Order for the Goods and Services

The Order shall be detailed on the form which was signed by you whilst one of our surveyors visited your property. Once the Order has been completed and signed 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 signing the Contract (in which case we shall promptly refund any sums paid by you in respect of the Order.)

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 such information, rights of access, and mains electricity 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 with the same.

Price and payment

The price for the Goods and Services is stated on the Order. All prices are inclusive of the cost of delivery.

Unless other 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, in the event of cancellation by you or refusal to accept delivery of the Goods, full payment is still require

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 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.

Deposits are non refundable.

Delivery of the Goods and supply of the Services

We will deliver the Goods and supply the Services to the place noted in the Order.

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 sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.

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 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.

Warranties for the Goods and Services

We will supply the Services under this Contract with reasonable skill and care and in accordance with the specification set out in the Order which we have provided to you for those Services.

If the Services supplied by us are not in accordance with condition above, you should notify us in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to you on a reasonable inspection of the Services. We will arrange with you a time when we can visit your home to examine the supplied Services and, if the Services are not in compliance we will, either remedy the defect in question or re-supply the defective Services.

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.

We guarantee that should any defect in material or workmanship occur within the relevant guarantee period (36 months) 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 mis-use or modification).

The Guarantee provided 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.

Limitation of liability

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.

Nothing in this Contract excludes or limits our liability for: death or personal injury resulting from our negligence or that of our employees or Surveyors; 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.

Delay or failure to perform

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.

General

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.

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.

Any contact to Unique blinds should be addressed to Customer Services, Unique Blinds Ltd, 73 Station Passage, South Woodford, E18 1JL.

Notice of the Right to Cancel

You have the right to cancel the Contract by giving Notice **IN WRITING** or calling the director of Unique Blinds LTD direct at any time within 12hrs of the order being placed.

The Notice of Cancellation is deemed to be served as soon as it is posted or sent to us at the address below, or in the case of electronic communication, from the day it is sent to us.

The Cancellation Form

If you wish to cancel the Contract you **MUST DO SO IN WRITING OR BY CALLING THE DIRECTOR DIRECTLY ON 02035535900** and / or deliver personally (which may be by electronic mail) to the address below. To: Customer Services, Unique Blinds Ltd, 73 Station passage, South Woodford, E18 1JL

sales@uniqueblinds.co.uk

Child Safety

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.