

CARTER BLINDS LTD
Terms & Conditions of Business

Our terms

In these terms where we refer to "products" we mean the blinds or shutters you have purchased from us and asked us to install. This contract is for the purchase of the products and our installation of them.

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply and install the products to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are Carter Blinds Limited a company registered in England and Wales. Our company registration number is 08316194 and our registered office is at 16 Allenby Grove, Fareham, Hampshire, PO16 9RP. Our registered VAT number is 166311423.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at 02392 005103 or by writing to us at info@carterblinds.co.uk or at the above address.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. **When our contract with you is formed.** Our contract with you will be formed when we accept your order as detailed in clause 3.3. **Please note once you have placed your order with us we will be placing orders for the products with manufacturers based on measurements we have taken. It is therefore important that you do not make changes to walls or windows where the products are to be installed as this may affect whether or not the products fit and we may have to charge you for replacements. Please see clause 4.1 below.**
- 3.2. **What happens when you have placed your order.** When you have placed your order, we will double check with our manufacturers that they can supply the products you have chosen within the relevant timescales.
- 3.3. **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or send you our invoice (for the full price or any deposit amount) OR we tell you that we are able to provide you with the product, which we may also confirm in writing to you.
- 3.4. **If we cannot accept your order.** We may be unable to accept your order for example if the product is out of stock. If this is the case, we will call you and offer you the chance to re-select. If you do not want to re-select or if we are unable to accept your order for any other reason (for example because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.), we will let you know and we will not charge you for the product. We will always try and contact you on the phone number you have given us first and if we can't contact you on that within a reasonable time, we will write to you.
- 3.5. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.6. **We only sell to the UK.** Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

4. Our products

- 4.1. **Your rights to make changes** Please note that the measurements we give the manufacturer when we order your products are based on measurements taken by us at the time we visit your home. After this date, no changes to walls or windows or surrounding infrastructure should be made as it could affect the measurements we have taken and the basis on which your products are being produced.

If you intend to make changes to your walls or windows after we have taken measurements please contact us. If the manufacturer permits we will re-submit measurements but we will need to charge you for re-measuring. If the manufacturer does not permit the change there may be a charge for replacements.

- 4.3. If you wish to make any other changes to the products 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, the timing for delivery 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.

5. Our rights to make changes

- 5.1. **Minor changes to the product.** We may change the product:
- 5.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the product.
- 5.2. **More significant changes to the product and these terms.** In addition, we may make more significant changes to these terms or the products, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect.

6. Providing the products

- 6.1. **When we will provide the products.** During the order process we will let you know when we will provide the products to you and install them. If there is going to be a delay beyond the agreed time of the delivery of the products which will affect the agreed installation date, we will let you know as soon as possible.
- 6.2. **We are not responsible for delays outside our control.** If our delivery or installation of the products is delayed by an event outside 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 for any products you have paid for but not received.
- 6.3. **If you do not allow us access to install.** If you have asked us to install the products for you and you do not allow us access to your property as arranged (and you do not have a good reason for this) we may charge you 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 and clause 15.2 will apply.
- 6.4. **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us. You must ensure that any goods left at your premises during installation which you have not paid for are kept in a secure and weathertight environment.
- 6.5. **When you own the products.** You own the products once we have received payment in full.
- 6.6. **Reasons we may suspend the supply of products and/or installation of them to you.** We may have to suspend the supply or installation of a product to:
- 6.6.1. deal with technical problems or make minor technical changes;
- 6.6.2. update the product to reflect changes in relevant laws and regulatory requirements;
- 6.6.3. make changes to the product as requested by you or notified by us to you (see clause 4).
- 6.7. **Your rights if we suspend the supply of products and/or installation of them.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. Delays in the delivery of the products which we are to install may affect any planned installation dates but we will let you know.
- 6.8. **We may also suspend supply of the products and/or installation of them if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 7.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may we can also

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charge you interest on your overdue payments (see clause 7.6). This does not affect your rights to dispute the unpaid invoice (see clause 7.7).

7. Price and payment

7.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price set out in your order unless we have agreed another price in writing. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 7.3 for what happens if we discover an error in the price of the product you order.

7.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery and installation costs) in full before the change in the rate of VAT takes effect.

7.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

7.4. **When you must pay** You must pay 50% of the price for the products and installation before we can start to process your order. The final 50% is payable on completion.

7.5. **How you must pay.** You can pay us by any of the following methods.

7.5.1. Credit/ debit cards: We accept payment with most major debit or credit cards, but there will be a 2% charge added for credit card payments.

7.5.2. Cheque: If you pay us by cheque we will not process your order until the payment has cleared in full.

7.5.3. Bank Transfer: If you pay us by bank transfer we will not process your order until the payment has cleared in full.

7.6. **We can charge interest if you pay late.** If you do not make any payment to us or if we are unable to collect any payment from you by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

7.7. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

8. Your rights to end the contract

8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with what you have bought, how we are performing and when you decide to end the contract:

8.1.1. if you want to end the contract because of something we have done or have told you we are going to do, **see clause 9;**

8.1.2. if you have just changed your mind about the product, **see clause 10.** You may be able to get a refund if you are entitled to cancel and are within the cooling-off period, but this may be subject to deductions;

8.1.3. in all other cases (if we are not at fault and there is no right to change your mind), **see clause 11;**

8.1.4. if what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 13.**

9. Ending the contract because of something we have done or are going to do.

9.1. If you are ending a contract for a reason set out at 9.1.1 to 9.1.5 below, the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

9.1.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.2);

9.1.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

9.1.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;

9.1.4. we have suspended supply of the products for technical reasons; or

9.1.5. you have a legal right to end the contract because of something we have done wrong.

10. Your legal right to change your mind

10.1. The right of cancellation under clause 10.2 is in addition to any other legal rights you may have under law in relation to this contract. If you are unsure of your rights you can contact the Citizen's Advice Bureau who may be able to assist.

10.2. For most products bought off-premises you have a legal right to change your mind and cancel this contract under the Consumer Contracts (Information, Cancellation and Additional Price) Regulations 2013 for any reason, at any time up to fourteen days of the day after you receive our acceptance of your order as detailed in clause 3.3, (your "cooling off period"). To let us know that you have cancelled you just have to let us know that you have decided to cancel and you can do this by cancelling in any of the ways listed in clause 13.

10.3. This right will not apply where the products are made to your specifications or are clearly personalised.

10.4. We will not place any orders until the day on which your cooling off period in clause 10.2 expires, unless you have expressly asked us to do so in writing in which case see clause 11.

10.5. If you have asked us to proceed before the cooling off period expires we can do so, but you may incur additional costs if you cancel after that.

10.6. If you cancel this Contract in line with your legal rights as detailed in clause 10.2 above, then we will re-imburse to you all payments received from you:

10.6.1. if we have started the process of supply or started to supply to you before we have received your cancellation, fourteen days after we have stopped supplying you; or

10.6.2. if we have not started to supply you with the Service then fourteen days after we receive your notice of cancellation.

10.7. We will make the re-imbusement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of this re-imbusement.

11. What happens if you end the contract without a good reason.

11.1. If you are not ending the contract for one of the reasons set out in clause 9 or 10, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

12. Returning products after ending the contract.

12.1. If you end the contract and products which are goods for which you have not paid are at your premises, you shall allow us access to your premises to retrieve them. We will pay the costs of collection.

12.2. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of collection. In all other circumstances you must pay the costs of collection.

13. If there is a problem with the product

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- 13.1. **How to tell us about problems.** Where you are permitted to cancel the contract, we accept cancellations via phone, e-mail or post or you may wish to use the Cancellation Form detailed in clause 13.2. When cancelling, please provide your name, home address, details of the order and, where available, your phone number and email address.
- 13.2. **Cancellation Form.** You can use this form to cancel by either printing it off and posting it to us at the address on the form or emailing it to us.
- 13.3. Nothing in these conditions will reduce your statutory rights relating to faulty or misdescribed goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens' Advice Bureau.
- 14. Your obligation to return rejected products.**
- 14.1. If you wish to exercise your legal rights to reject products you must allow us to collect them from you. We will pay the costs of collection, please contact us to arrange.
- 15. Our rights to end the contract**
- 15.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:
- 15.1.1. you do not make any payment to us **OR** we are unable to collect payment from you when it is due and you still do not make payment within 30 days of us reminding you that payment is due; or
- 15.1.2. you do not, within a reasonable time, allow us to deliver the products to you and install them.
- 15.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 15.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 16. Our responsibility for loss or damage suffered by you**
- 16.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. 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.
- 16.2. **Our limit of liability to you.** Our liability to you for loss or damage that we are responsible to you for as detailed in clause 16.1 above, is limited to the price paid by you for the Products, except in relation to damage to your property as detailed in clause 16.3.
- 16.3. **When we are liable for damage to your property.**
- 16.3.1. If we are installing the products or providing other 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.
- 16.3.2. Our limit of liability to you for which we are responsible as detailed under clause 16.3.1 is limited to **£***.
- 16.4. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods, and for defective products under the Consumer Protection Act 1987.
- 16.5. **We are not liable for business losses.** 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.
- 17. How we may use your personal information**
- 17.1. **How we will use your personal information.** We will use the personal information you provide to us:
- 17.1.1. to supply the products to you;
- 17.1.2. to process your payment for the products; and
- 17.1.3. if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 17.2. **We may pass your personal information to credit reference agencies.** Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 17.3. **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
- 18. Other important terms**
- 18.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2. **You need our consent to transfer your rights to someone else (except that you can always transfer any guarantee that we may issue with the products from time to time).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this 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 provide the products, we can still require you to make the payment at a later date.
- 18.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.