

## Terms and Conditions: Online Sales: Made to order Goods

We are [T Powell T/A Powell Blinds; 67, Queensway, Horsham, West Sussex, RH13 5AP. Our VAT Registration Number is [260521876...]. ...]. You can contact us by email at [...Tim@powellblinds.com] or by telephone on [01293852345.....].

**Our Terms and Conditions of Supply of Goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, The Child safety requirements BS EN 13120:2009+A1:2014 and The Alternative Dispute Resolution for Consumer Disputes Regulations 2015.**

### CONTRACT

If you place an order on our website, the contract will only be made when we send an email confirming we have accepted your order. Please check this email as soon as possible and contact us without delay if you notice any errors. If we are unable to accept your order we will inform you of this without delay and refund any money we have taken. By providing us with your email address you are confirming that you are happy to receive the service of documents from us by email. If your confirmation email is not received within 48 hours of placing your order, please contact us without delay.

### GOODS

The goods you receive from us must be; of satisfactory quality, fit for common purpose or any purpose made known to us, and must meet any description given. Please note that the images of the products we supply in our brochures and online are for illustration purposes only and we cannot guarantee that these printed/computer-displayed images will reflect the colour/finish of the goods accurately.

We recommend you make use of our free sample service to ensure a colour match before you order. Our packaging may also vary.

**Please be aware that that condensation can sometimes occur on glazing behind blinds and shutters, and in damp conditions mould can occur. Blinds and shutters are not the cause of either condensation or mould. Customers should take normal precautions to reduce humidity, such as ensuring rooms are well ventilated and wipe down condensation when it does occur.**

### GUARANTEE

We offer a **12 month guarantee** to cover any manufacturing faults. Full details will be sent with our email confirming our acceptance of your order.

### CHILD SAFETY

Legislative requirements are in place to reduce the risk of strangulation to young children. If the goods you have ordered contain any safety device(s) and/or are to be fitted in accordance with child safety requirements you are required to fit such device(s).

### MEASUREMENTS

It is your responsibility to take the correct measurements of your window. If you are unsure about any products or how to measure please call our customer services team for help before ordering or consult the online measuring guide. We cannot accept the return of made-to-measure goods on the basis that the measurements were incorrectly supplied by you.

### INSTALLATION

Full instructions for installation will be provided with your goods. If on inspection you find they are missing, please contact our customer services who will be able to provide a replacement copy. If using a professional installer we recommend you wait until you have received and checked your goods before arranging this. Some of our products will need to be connected to an appropriate power source. For this you should use a fitter who is appropriately qualified and registered with one of the government's electrical safety schemes.

Please note we cannot be held responsible for goods that have not been fitted correctly unless it is due to our negligence.

### PRICE

The price for goods/services is set out in full in the online form and includes VAT. Full payment will be taken at the time of order.

### DELIVERY

The cost of delivery is included in the price.

If we are delivering to you (this will be within 30 days unless a different date is agreed with you) and no one is available to take the delivery at your address, we will leave you a note informing you of how to re-arrange delivery. If you do not re-arrange delivery (or collect the goods from us) within a reasonable time, we may charge you for storage costs and any further delivery costs. If despite our reasonable efforts we are unable to contact you to re-deliver or arrange collection within a reasonable time, we may end the contract and you will still be liable to pay us up to the price due under

the contract.

### DELAY OUTSIDE OUR CONTROL

If delivery/installation is delayed by an event outside our control, we will contact you as soon as possible and take steps to minimise the effect of the delay. Provided we do this, we will not be liable for any delays caused by the event, as long as the goods are still supplied within a reasonable length of time.

### YOUR RIGHT TO CANCEL

**Please note our goods are made to your particular specifications, and you do not have the right to cancel or return them if you simply change your mind**

You may cancel a contract if we have told you about a pricing error/ error with a description of the goods and you do not wish to proceed; if there is a risk that supply may be significantly delayed, or you have a legal right to end the contract because of something we have done wrong.

If we miss the delivery deadline for any of the goods, you can treat the contract as at an end only if; we have refused to deliver the goods or the delivery time was essential, and you have informed us of this at the time of your order and we accepted your order on that basis.

If we have not refused to deliver the goods, or delivery time was not essential, we will deliver the goods as soon as possible and keep you updated in writing. Alternatively, you can give us a new deadline for re-delivery that must be reasonable and if this is not met, then you may treat the contract as at an end. You can then cancel your order for any of the goods or reject any goods that have been delivered already under the contract.

We will then refund the money you have paid for the cancelled goods and their delivery. Goods already delivered to you must be returned to us at our expense or you must allow us to collect them at our expense.

### OUR RIGHT TO CANCEL

We may end the contract at any time in writing to you (including email) if you do not, within a reasonable time, allow us to deliver the goods to you or collect the goods from us, you will then be in the breach of the contract and still liable to pay us up to the price due under the contract.

If your order is accepted and processed and a pricing error that is obvious, unmistakable and could

have been recognised by you as being so occurs, we reserve the right to terminate the contract and refund any sum of money you have paid to us.

### LIABILITY

If we fail to comply with these terms, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking the contract or of our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable, unless due to our negligence. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you placed the order, both we and you knew it might happen, e.g., if you discussed it with us before placing your order.

### THIRD PARTIES

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

### COMPLAINTS

If, on arrival you notice the packaging of the goods is damaged, please sign for as damaged at the time of delivery with the courier and then contact us as soon as possible so we can raise this with the delivery company if this was arranged by us. If you notice the damage after delivery, please contact us as soon as possible to make us aware.

You should inspect the goods as soon as conveniently possible and contact us if you believe there is a problem. You can phone us, email us or write to us using our contact details above to inform us of any issues. We will respond to your complaint as soon as possible. In the event that we are unable to resolve the matter to your satisfaction, you may refer the complaint to the British Blind and Shutter Association's Mediation Service if you are seeking rectification only, or alternatively pursue through Alternative Dispute Resolution provider [\[add your provider here\]](#) or through Small Claims Court.

### OWNERSHIP AND RESPONSIBILITY FOR GOODS

The goods supplied/installed by us will become your property once we have received payment for them in full. The goods become your responsibility from the time they were delivered to the address you gave us, you collected the goods from us, or the time we pass the goods to any third party organised by you.

### LEGALITY

English law governs the contract although you can bring proceedings in England, Scotland, Wales, or Northern Ireland if you live in those countries.