

BELLE VUE BLINDS LTD

TERMS AND CONDITIONS OF CONTRACT

PLEASE READ THIS CONTRACT CAREFULLY AS WE WILL RELY ON THE TERMS SET OUT HERE AND NEITHER WE NOR YOU CAN ALTER THEM WITHOUT THE AGREEMENT OF THE OTHER.

1. Supply and Installation: We agree to supply and fit the goods at the site, unless it is stated otherwise on the invoice.

2. Delivery and Timeframes: We will try to fulfil our obligations under this contract within a reasonable time frame. However, any fitting date we give is a guide only and is based upon information given by you and other information known to us at the time. We cannot be held liable for delay or failure to complete the works caused by events beyond our reasonable control. In those cases, we will complete the work as soon as reasonably possible.

3. Access and Site Conditions: If we have agreed with you to arrange for the goods to be fitted, the following applies:

- a. You agree to make sure that the fitter has access to the site at reasonable times (between 9.00am and 4.00pm on weekdays) or otherwise as agreed by you and us;
- b. You agree that you will not make any material alterations to the windows in areas that the blinds have been agreed to be fitted, and that in particular you have not installed, relocated or removed any fixed items that you have not told us about before we entered into the contract;
- c. You agree to provide reasonable access to the room to be fitted, to clear the room to provide sufficient working space for the fitter and co-operate in reducing health and safety risks to an acceptable level;
- d. If access is not provided at the agreed scheduled time, we reserve the right to charge a reasonable re-scheduling fee of £50.00 to cover travel and workforce allocation costs.

4. Pricing and VAT: Unless we have specifically mentioned otherwise costs are inclusive of home visit, survey, installation. VAT has been included in all our fees and charges at the applicable rate. VAT will be amended immediately if the rate of Value Added Tax changes. Registered VAT Number: GB 711 1375 77.

5. Child Safety Regulations: All goods supplied and installed by us will comply strictly with the mandatory UK Child Safety Regulations (BS EN 13120). Where safety devices, chain tensioners, or cleats are required by law, these will be fitted during installation. You agree not to alter, remove, or compromise these safety devices at any time.

6. Custom Goods and Goodwill Cancellation: Under the Consumer Contracts Regulations, you are not automatically entitled to cancel made-to-measure items, of which all blinds are custom designed. We do however offer a goodwill policy: if you do wish to cancel, please notify us as soon as possible in writing and we will consider agreeing, but we estimate we will incur the following charges:

- i. if we have started manufacturing the goods, 50% of the contract price;
- ii. if we have completed manufacture of the goods, 75% of the contract price;

If you wish to cancel the contract you must do so in writing and deliver personally, by post (proof of postage required) or electronic mail to the contact details below: sales@bellevueblinds.co.uk or 191 High Street, Egham, Surrey, TW20 9ED.

7. Cancellation by the Company:

7.1. Belle Vue Blinds Ltd reserves the right to cancel your order if we are unable to fulfil it due to events beyond our reasonable control. These events include, but are not limited to, unexpected manufacturer supply chain failures, discontinuation of materials, or extreme adverse weather conditions.

7.2. In the event that we must cancel your order under Section 7.1, we will notify you immediately in writing via email. We will issue a full, 100% refund of any deposit or payments you have already made within 14 calendar days of the cancellation notice.

7.3. Beyond the full refund of your deposit, Belle Vue Blinds Ltd will not be liable for any additional compensation, indirect financial losses, or consequential damages resulting from the cancellation.

8. Retention of Title: The legal ownership of the goods will not pass to you until you have paid all of the money you owe us whether under this agreement or otherwise.

9. Insolvency: This contract will end if you become bankrupt or otherwise insolvent or make any arrangement with people you owe money to, in which case we will only carry out work we have started and which has been paid for.

10. Product Guarantee: We guarantee goods that we have supplied against defects in manufacturing or installation for 1 year after the completion of the work. This commercial guarantee applies to fully paid orders and is contingent upon the following conditions:

- i. you have properly cared for and used the goods and followed any instructions provided by us;
- ii. you write to us as soon as is reasonably practicable after discovering a problem that you wish to claim under the guarantee;
- iii. you do not move or alter the goods without our prior written consent.

We shall, at our discretion and taking into account fair wear and tear, repair, replace or re-install the goods.

Should your claim be the result of fair wear and tear or damage, or if the installation is outside the 1-year Warranty period, there will be a £50.00 call-out charge in addition to our then current price for repair and/or cost of any materials used.

11. Payment Terms:

- a. All prices quoted are subject to a final survey being completed on site.
- b. Quotations are valid for a period of 30 days from issue.
- c. Installation will take place approximately 4-6 weeks after final survey.
- d. Payment of 50% of the full cost must be made in order to secure the order, whereby a final survey will be completed, and blinds ordered.
- e. The remaining balance of 50% must be paid to the fitter immediately upon successful completion of the installation. Invoices are provided upon completion.
- f. Our preferred payment method is by BACS transfer – BACS payments are to be sent to Sort Code: 60 07 33 Account Number: 47700114.

12. Governing Law: This agreement is made under English law and is subject to the jurisdiction of the English courts.

AS A CONSUMER YOU HAVE STATUTORY PROTECTION REGARDING FAULTY OR MISDESCRIBED GOODS OR INADEQUATE SERVICES SUCH AS INSTALLATION UNDER THE CONSUMER RIGHTS ACT 2015. THESE TERMS DO NOT AFFECT THOSE RIGHTS.