

Terms and Conditions

We are Haselhurst Blinds Ltd trading as Haselhurst Blinds & Shutters our registered office is 18 Petersfield, Stoke Mandeville, Aylesbury HP22 5XU. Our VAT Registration Number is 266818662. We are a company registered in England & Wales and our company registration number is 10705475. You can contact us by email at hello@haselhurstblinds.co.uk or by telephone on 01296 312387.

Our Terms and Conditions of Supply and Fitting Goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, The Consumer Contracts (Information, cancellation and additional information) 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, through a catalogue or by a telephone, the contract will only be made when we receive your deposit or send a letter or email confirming we have accepted your order. If you place an order with one of our salespeople (either at our premises or elsewhere), the contract will be made when you sign the form. 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 sales literature or online are for illustration purposes only and we cannot guarantee that these printed/computer-displayed images will reflect the colour of the goods accurately. Our packaging may also vary.

SERVICES. If we agree to carry out a service for you, we will ensure that this is carried out using reasonable care and skill.

GUARANTEE. Details of any guarantee that comes with the goods/services you have purchased are displayed in your quotation form.

CHILD SAFETY. If the goods contain any safety device(s) and/or are to be fitted in accordance with child safety requirements placing an obligation on all businesses to supply and professionally install safe products, then we will be required to fit such device(s). In the event that you should instruct us that you do not wish to have the safety device(s) fitted, we will refuse to install the goods. In such an instance, you will still be liable to pay up to the full price.

MEASUREMENTS. If you are providing your own measurements, ensure they are correct and accurate as we cannot accept the return of made-to-measure goods on the basis that the measurements were incorrectly supplied by you.

INSTALLATION. The price for installation was agreed on the assumptions that; there is going to be one continuous site visit, there is unobstructed access to outside your property for vehicle parking, the area where the goods are to be fitted is unobstructed, surfaces and grounds the goods are to be fixed to are in a good condition allowing us to easily obtain good fixings and with no objects in the immediate working area, there is no asbestos that we would be likely to come into contact with, and that no items under warranties/guarantees will be invalidated by the installation.

We may make a further reasonable charge for the additional time, costs or materials if these conditions are not met. We are not responsible for any loss or damage to your property that is not foreseeable, unless due to our negligence, or for the cost of repairing any pre-existing faults to your property, or for any damage discovered whilst undertaking the installation. We will not be responsible for carrying out any building work, moving any furniture, clearing access or invalidation of any warranties you do not tell us about in writing before you make your order.

ACCESS. If we have agreed to install the goods for you and you do not allow us access to premises without having a good reason for this, we may charge you additional reasonable costs incurred to us as a result of this. If despite our reasonable efforts we are unable to contact you or to rearrange access to the premises, we may end the contract and you will be liable to pay us a sum up to the price due under the contract.

PRICE. The price for goods/services is set out in full in the quotation form and includes VAT. Payments are to be paid as indicated in the quotation form.

DEBT RECOVERY. Where payment is 30 days late and we are unable to come to an agreement over the payment, the consumer will be charged our reasonable recovery costs which may include the costs of using a collection agency and legal costs. Any additional reasonable charges will be notified to the consumer at least 2 weeks in advance

FURTHER CHARGES. If you ordered installation services from us, further charges may apply in case additional and unforeseen circumstances arise. These will always be notified to you in writing. Please note that late payments may incur an interest rate set at 2% a year above Lloyds Bank base lending rate accruing on a daily basis from the due date until the actual date that you make the payment.

DELIVERY. The cost of delivery and installation (where applicable) are included in the price. If you have asked to collect the goods from our premises, you can do so during our opening hours when we notify you that the goods are ready. If we are delivering to you (this will be within 30 days unless a different date is agreed with you) and no one should be 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 minimize 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.

REPAIR CONTRACTS. The repair detailed in the quotation form, will be carried out professionally and with due care and skill. However, please note that with older products, either through general wear and tear, exposure to the sun's rays, or for external products exposure to prevailing weather conditions, we can offer no guarantee that the repair we carry out will not affect another part of the

product either during or after the repair. Additionally, depending on the age of the product, replacement parts may no longer be available.

YOUR RIGHT TO CANCEL.

You do not have a right to cancel good(s) that have been made to your specification or have been personalized. This also includes made-to measure items, goods that have been cut to size, made to your personal design and also all goods that have been purchased in store.

In order to cancel goods, you must inform us of your decision by letter, by email, or by returning our cancellation form to us within the 14-day period. The cancellation period for supply of goods ticked on the quotation form will expire 14 days after you or someone you nominated receives the goods (if the order is for multiple goods, the cancellation period expires 14 days after the day of the final delivery). The cancellation period for service will end 14 days after a contract is made. If you asked us to begin performance of the service during the cancellation period, you shall pay us an amount that is in proportion to what has been performed up to the time of cancellation, in comparison with the total value of the contract.

Following cancellation, you must return the unwanted, cancellable goods at your expense to our address above or we will collect unwanted goods from your premises at your expense. The goods must be returned to us within 14 days of you informing us that you wish to cancel. The contract price and the original delivery costs will be returned to you within 14 days of return of the goods, or if goods have not yet been delivered to you, within 14 days of you informing us that you wish to cancel. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss in value is the result of unnecessary handling by you.

b) You lose your right to cancel a service contract that has been fully performed within the cancellation period, providing that you requested this and acknowledged that the right to cancel would be lost. This does not affect your legal rights as a consumer if the goods are faulty or not as described.

c) 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.

d) If we miss the delivery deadline for any of the goods, you can treat the contract as at an end if; we have refused to deliver the goods, 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 your money you have paid for the cancelled goods and their delivery and installation. 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.

a) We may end the contract at any time in writing to you (including email) if payment due to us was still not made within 7 days of us reminding you it is due, or if you do not, within a reasonable time; allow us to deliver the goods to you, collect the goods from us, or allow us to install the goods (if this was agreed). You will then be in breach of the contract and still liable to pay us the price due under the contract.

b) If your order is accepted and processed and a pricing error that is obvious, unmistakable and could have been recognized 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. You should inspect the goods and any installation work 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 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.

CANCELLATION FORM

To: *[insert your business name and address here]*

<p>I, _____ (print your name here) hereby give notice to cancel the contract of sales for the following goods/services (list the name(s) of the product(s)/service(s)).</p> <p>.....</p> <p>.....</p> <p>.....</p>	
The order was agreed on:	And received on (if applicable):
Customer's name and full address:	
Customer's Signature:	Date:

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