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ONLINE TRANSACTIONS

TERMS & CONDITIONS

Shaftesburys or we or us or our means SHAFTESBURY SHUTTERS LIMITED trading as shaftesburys.co.uk

PRICE & PAYMENT

The price for any Goods ordered by you will be the price shown on the order form at the time you place your order and will include VAT at the current rate and delivery to one address within Mainland UK.

We will debit the price, plus any delivery charge, from your debit or credit card when we receive your order or as soon as is reasonably practicable thereafter. A legally binding contract with you will arise once shaftesburys has received payment for the goods in full from you.

DELIVERY

Delivery is free on web order to Mainland UK only. If you order products for delivery outside Mainland UK you will be informed of the rate of delivery charges applicable and other delivery information when you place your order. All of our deliveries are made between 9am-5pm Monday – Friday using a reliable carrier.

For deliveries outside of these time periods an additional charge applies. You will be notified of this additional charge before your order is accepted by us and you can confirm that you wish to proceed with your order.

We aim to deliver all orders within the time specified at time of ordering. Delivery dates cannot be 100% guaranteed, but we will do our utmost to ensure goods are delivered within the stated date or soon afterwards. Time is not of the essence of this agreement and we cannot accept liability for any delay which is either minor or beyond our reasonable control or caused by a failure to gain access to the delivery address on the agreed delivery date.

A signature is required for all parcel deliveries.

We will attempt to deliver your goods to the delivery address specified at time of ordering a maximum of three attempts. In the event that we are unsuccessful in delivering your order for reasons beyond our control, you will be notified and you will be required to provide an alternative delivery address for which an additional delivery charge will apply for return and redelivery of goods.

CANCEL YOUR CONTRACT

You cannot change or cancel your order if the goods you have ordered are manufactured, measured or custom made to your requirements or specifications, as these goods will not be resalable by us. The cancellation provisions in Regulation 10 of The Consumer Protection (Distance Selling) Regulations 2000 do not apply to this agreement.

CANCELLATION BY US

We have the right to cancel your order if we have insufficient stock to deliver the Goods you have ordered or one or more of the goods you have ordered were listed at an incorrect price due to a typographical error in the pricing information. If we do cancel your order we will notify you by email and will re-credit to your account any sum deducted by us from your debit or credit card or other as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

STOCK SHORTAGES

If the goods you ordered are unavailable we will notify you as soon as possible and suggest a suitable replacement.

PRODUCT DESCRIPTIONS

The product information and photographs contained within Our Web site are provided for illustrative purposes only and we cannot warrant that they are accurate. If you are in any doubt as to the precise nature of the product you wish to order, you are advised to order a free sample of the product where available. Please Note: - Whilst every effort is made to ensure blinds match swatches, dye batches from our manufacturers may vary slightly from time to time. We cannot guarantee an exact match even on our samples unless paint finished, as wood is a natural material and does vary slightly in grain and shade although we are very accurate with our stains.

DEFECTIVE GOODS

For any goods that have been damaged in shipment or were made incorrectly, you must notify shaftesburys within 48 hours of the date that the merchandise is delivered to you. Claims outside the 48 hours period cannot be accepted. We can only accept returns in their original packaging.

If you feel that there is a fault regarding your blind, we are more than happy to look into resolving the issue. However please note that if the fault/issue concerning your blind is attributable to you, you will be liable for a charge of £25 for collection & redelivery of your blind plus any costs incurred in repairing/altering the blind.

We cannot accept the return of the Goods by reason of the measurements given being incorrect. You are advised to read the measurement guide for guidance on how to take the required measurements accurately.

Whilst every attempt will be made by shaftesburys to ensure that the Goods sold match in every respect any sample or description shown or given or sent to you, any minor or immaterial variation or change in colour pattern between the sample or description and the Goods delivered shall not entitle you to reject the Goods nor claim any compensation for such variation or change. We reserve the right to substitute goods of equivalent price and quality for the goods ordered.

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USE OF CARDS

By placing an order you authorise shaftesburys at its discretion to carry out a credit reference or other enquiry upon your financial status as shaftesburys thinks fit and you agree to provide such written authorisation as may be required for purposes of such enquiry and in the absence of such authorisation we will be unable to process your order.

REPRESENTATIONS

No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, Web site pages or by any agent or employee of shaftesburys shall be interpreted so as to enlarge, vary or override in any way any of these terms or conditions.

INVALIDITY

If any part of these terms and conditions is unenforceable including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

PRIVACY

You acknowledge and agree to be bound by the terms of our privacy policy.

THIRD PARTIES RIGHTS

Except for Our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

GOVERNING LAW

This contract is subject to English law and the exclusive jurisdiction of the English courts. Shaftesbury Shutters Ltd registered at 44 Victoria Road, Burgess Hill, West Sussex RH15 9LR.

LEGAL DETAILS

COMPANY REG 4215326
VAT NUMBER 777 6077 79
REGISTERED AS SHAFTESBURY SHUTTERS LTD
44 VICTORIA ROAD, BURGESS HILL
WEST SUSSEX
RH15 9LR

INSTORE TRANSACTIONS

TERMS & CONDITIONS

1. TERMS AND CONDITIONS

- (a) In these conditions 'the seller' means Shaftesbury Shutters Ltd and 'the buyer' means the person, firm or company placing an order for goods or services, which are subject to these terms and conditions.
- (b) These conditions of sale together with the particulars contained in the buyer's order annexed to these conditions together with any special conditions agreed at any time in writing by the seller constitute the entire contract between the buyer and the seller.
- (c) A legally binding contract will arise upon the seller's representative's signature being applied to the order to which these terms are annexed.
- (d) Save where otherwise stated in these conditions or in any special conditions agreed in writing by the seller time shall be of the essence of any periods of time referred to.

2. QUOTATIONS

All prices quoted on the seller's web site or by any other person or source prior to the date of the order are superseded by the prices quoted in the order.

3. PRICE & PAYMENT

- a) The purchase price for any goods ordered by the buyer will be subject to VAT at the prevailing rate. The price will include a single delivery to one address within Mainland UK.
- b) By placing an order the buyer consents to payment being charged to their credit card account as provided on the order form. The buyer is liable to half the purchase price on signing the order. The balance is payable following the installation of the goods.
- c) All orders paid for using a credit card will be subject to an additional 2.5% charge to the overall price of the transaction.

4. STOCK SHORTAGES

- a) If the goods ordered are unavailable the seller will notify the buyer as soon as possible and suggest a suitable replacement.
- b) The seller reserves the right to substitute products of a similar description and standard if the requested goods are not available but will use reasonable endeavours to match the order exactly. In the unlikely event of the buyer receiving a substituted product the buyer shall be entitled to return the goods for a full refund within 10 working days from the date of delivery should the substituted product not be acceptable and in such a case the seller shall pay the delivery costs.

5. DELIVERY

- (a) Delivery times stated are approximate only and time is not of the essence for delivery. Whilst every effort is made to ensure due performance the seller cannot accept responsibility for financial loss arising out of delay or failure to deliver by the specified date.
- (b) If a buyer fails to take delivery of the goods or any part of them for any reason whatsoever the seller will be entitled to charge for re-delivery and the buyer will pay to the seller all costs and expenses associated with the non-delivery including storage and insurance

charges. The balance of the contract price will also become due. Any delay or failure to deliver by the seller will not entitle the buyer to refuse delivery or to repudiate the contract and the full price will be payable to the seller without deduction.

- (c) Title to the goods and responsibility for them shall transfer to the buyer on delivery save that where goods are collected from the seller by the buyer or a third party nominated by the buyer the risk in the goods passes to the buyer upon collection.
- (d) The address for delivery shall be the buyer's address as stated on the order unless otherwise agreed between the parties in writing.

6. RETURNS/CANCELLATION OF YOUR ORDER

- (a) The seller cannot accept responsibility for any damage to the goods or any other deviation from the contracted specification unless reported to the seller in writing within 7 calendar days following delivery, or following installation if to be carried out by the seller. The right to bring a claim against the seller shall lapse upon expiry of this period.
- (b) The seller shall not be liable to the buyer for short delivery of the goods however caused but will provide the seller with the outstanding goods as soon as is reasonably practical following notification sent by the buyer.
- (c) Subject to clause 7(a) any defective goods must be returned by the buyer within 7 days of delivery or installation if to be carried out by the seller. The seller will pay the cost of transport of the goods.
- (d) The buyer cannot change or cancel the order once accepted by the seller if the goods ordered are manufactured, measured or custom made to the buyer's requirements or specifications, as these goods will not be resalable by the seller.
- (e) The seller may cancel the contract if the price quoted becomes uneconomic, or if the goods or the finish contracted for becomes unavailable.

7. LIABILITY

All goods are sold to the buyer on the following conditions

- (a) All goods should be fully inspected prior to installation. The buyer must check that the shutters and blinds are in accordance with the purchase order both for colour and design prior to installation. The seller cannot accept responsibility in circumstances where the buyer relies upon a representative present at the time of delivery and/or installation and is not present personally. If the client is not on site when a property is surveyed or when the goods are installed the shutters will be fitted in accordance with the seller's standard practices unless previously agreed to the contrary.
- (b) The seller cannot guarantee precise colour matching against samples. The products are made from a natural material. Minor imperfections not readily apparent at a distance of four feet under ordinary light will not be accepted as defects. Colour matching of finishing products (eg paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the

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finished product.

(c) The seller cannot guarantee the goods against fading especially as a result of exposure to sunlight where fading will occur. The goods are not guaranteed against extreme damp or variable conditions.

(d) The seller reserves the right to withdraw any products and colours at any time including after accepting an order without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.

(e) Save as is inconsistent with statute, under no circumstances, except in respect of death or personal injury caused by the seller's negligence, does the seller accept liability for consequential loss, damage, costs or expenses, howsoever arising and any liability for any such consequential loss or damage is hereby specifically excluded. Should a claim be made under this agreement the seller's liability is limited to value of the order placed by the buyer.

(f) The seller gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the seller. Other installation positions and uses are undertaken at the risk of the buyer.

(g) Tolerance levels of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if falling within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.

(h) It is recommended that panels be ordered within the seller's normal specification range. For example, panels above 1100mm in height are ordered with a divider rail, and that panel widths do not exceed 450mm. The seller may exceed the limitation at the buyer's request, but in doing so the seller cannot accept responsibility for problems that result.

(i) If the buyer chooses to install against the seller's recommendation the seller accepts no liability for the installation or the goods and any guarantee or warranty is thereby invalidated.

(j) Where the order is based on measurements supplied by the buyer the seller cannot accept the return of the goods or any claim for compensation by reason only of the measurements given being incorrect.

8. USE OF CARDS

(a) By placing an order the buyer authorises the seller at its discretion to carry out a credit reference or other enquiry upon the buyer's financial status as the seller thinks fit and the buyer agrees to provide such written authorisation as may be required for purposes of such enquiry and in the absence of such authorisation the seller will be unable to process the buyer's order.

(b) The buyer warrants that all details provided on the order form for the purpose of purchasing the goods are correct, that the credit and/or debit card they are using is their own and that there are sufficient funds and/or sufficient unused limit available to cover the cost of the goods.

9. REPRESENTATIONS

No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, Web site pages or by any agent or employee of the seller shall be interpreted so as to enlarge, vary or override in any way any of these terms or conditions.

10. INVALIDITY

If any part of these terms and conditions is unenforceable including any provision in which the seller excludes liability to the buyer the enforceability of any other of these conditions of sale will not be affected.

11. PRIVACY

The buyer acknowledges and agrees to be bound by the terms of the seller's privacy policy.

12. THIRD PARTY RIGHTS

Except for the seller's affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Right of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

13. GOVERNING LAW

This contract is subject to the law of England & Wales and the exclusive jurisdiction of the courts of England & Wales.

LEGAL DETAILS

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