

TERMS AND CONDITIONS

1. The terms and conditions of this agreement are designed to ensure the completion to the satisfaction of the customer of the contract or contracts contained in or referred to in the Order ('order') placed by the customer. Nothing in these conditions will reduce your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights contact your local authority Trading Standards Department or Citizen's advice Bureau.
2. This agreement is between the company and the customer and shall be binding upon the parties. The agreement shall only apply to contracts or orders relating to the supply and installation of goods.
3. a) The 'company' shall be The Great Shutter Co.
b) The 'premises' shall mean the property at which the installation is to take place.
c) The 'customer' shall be the person or persons placing the Order with the company.
4. A surveyor will ascertain the feasibility of the installation. This is not a general survey of the premises and inspection will be confined to those areas of the premises which directly relate to the proposed installation. Defects or damage existing before the installation or thereafter to the premises are not the responsibility of the company unless directly attributable to the work done.
5. a) If the work is not substantially completed within the estimated delivery period stated in the order the customer may serve written notice on the company requiring the company to complete the work within such reasonable period as the customer may specify. (In general the company will accept ten weeks as being reasonable unless it's during a promotional period when demand may increase lead times or if special shapes are involved). If the work is not completed within this period the customer may cancel the uncompleted work covered by the agreement without penalty to himself by the service of written notice to that effect upon the company. The company will however honour any legal obligations that arise as a result of failure to complete the works within this period. However, should the customer cause a delay in completing the installation the company will have the same rights as specified above.
b) The company will commence and complete the works as soon as is reasonably practicable unless prevented from doing so for reasons beyond its control.
c) Upon receipt of notice that the goods are ready for installation by the company the customer shall allow access to the premises as soon the company shall reasonably require.
6. a) The Company does not undertake to move services, fixtures or fittings which are ancillary to the basic structure of the property e.g. radiators, pipes, electricity,

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telephone and television cables or points, satellite cables and receivers unless specifically stated on the order. Every endeavour will be made to fit around telephone, television, satellite cables and receivers but regrettably no responsibility will be accepted for any damage caused provided there has been no negligence by the company. Should obstructions not have been moved the company reserves the right to charge for additional hours of fitting labour contracted for the day of installation or for the labour contracted for the day.

b) The company will endeavour to ensure that the works match existing finishes but will not be liable for non-matching due to weathering of existing materials. When variations occur in existing plaster lines the company cannot guarantee that equal sub frames will be visible all round.

c) The company will make good any damage caused in the course of installation of plaster, floor, rendering or brickwork immediately surrounding any window or door.

7. a) Payments should be made as follows. 50% on placing the order and 50% on the day of completion. A cheque should be issued on day of completion or funds transferred so that they are cleared on the day of completion. Should there be any defects caused during installation or otherwise the customer may retain 5% of the contract value or a sum proportionate to the cost of the repair, until the defect has been rectified.

b) If any payment is not made on the due date the balance will, without prejudice to any other right or remedy available to the company, become subject to interest on the amount unpaid at the rate of current base rate +2%. The customer's failure to pay the balance on substantial completion will constitute a breach of this agreement.

c) VAT will be payable by the purchaser at the appropriate rate i.e. that in force at the time the invoice was raised.

8. Any illustrations in the company's brochure, leaflets, marketing materials or websites are for the customer's guidance only. Plantation shutters are guaranteed for 3 years from date of order against splitting or cracking unless an extended warranty has been purchased or the Product with a 10 year or 25 year guarantee has been selected. Blinds are guaranteed for a year. During the guarantee period the guaranteed items will be repaired or replaced (at the company's option) free of component charges but subject to a labour charge after 12 months provided that the company shall be under no liability under this guarantee for clauses 9 a,b,c,d,e,f,g,h,i,j, k below.

9. a) If the total price for the goods and installation has not been paid, or:

b) In respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the company's

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maintenance instructions, misuse or alterations or repair of goods other than by the company; or

c) This guarantee does not confer any right other than those expressly set out above and does not cover any claims for consequential loss or damage. If the customer calls out the company to claim under the guarantee but the damage or defect is not covered by the guarantee or redress rights the company shall be entitled to charge the customer the reasonable cost of such a call out. Apart from general maintenance which is to be carried out by the customer such as adjusting hinges, for example, all other repairs must be undertaken by the company. Failure to adhere to this could result in the guarantee being invalid.

d) The Customer must check the shutter and blinds are to colour samples prior to installation. We do not guarantee precise colour matching against samples: most of our products are made from natural materials. Minor imperfections not readily apparent at a distance of six feet under ordinary light will not be accepted as defects. Colour matching of finishing product e.g. paints or stains cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.

e) The goods are not guaranteed against fading or darkening especially as a result as a result of exposure to sunlight where fading or darkening may occur. Our goods are not guaranteed against extreme damp or variable conditions.

F) We reserve the right to withdraw any products and colours at any time without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.

g) The company 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 company; other installation and uses are at the risk of the customer.

h) Tolerance levels of overall panels specifications are plus or minus 3mm, and the product will not be considered defective if falling within the size range. On MDF products the height tolerance may differ by as much as 6mm. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.

i) Limitations. It is recommended that panels be ordered within our normal specification range. For example, panels above 1400mm in height are ordered with a divider rail and that panels widths do not exceed 550mm. We may exceed the limitation at your request but in doing so cannot accept responsibility for problems that result.

j) If the customer is not on site when the property is surveyed or installed the shutters will be fitted in accordance to our standard practices and unless agreed

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prior to confirmation. If they choose to install against our recommendation then liability will be theirs.

k) Large panels or bi-folding panels may sag a little when folded out of the frame and may require a slight lift to place back in the frame. This may especially be the case with large MDF based panels which are heavy by nature. This is not a defect in the product.

10. If you have purchased painted product the following after care instructions must be followed to validate your guarantee. Clean your frames using a mild detergent, warm water and a soft cloth or sponge. This should be followed by fresh water rinsing. Under no circumstances should chemicals or abrasives materials be used. The cleaning interval should be determined by the amount of soiling and not exceed 6 months in a normal environment. If the frame has become damaged and touch up materials have been used the areas coated in these materials are expressly excluded from the guarantee.

11. a) In the interest of efficiency when dealing with any query, written notice of such query must be given to the company.

b) The customer shall grant the company access to the property to remedy any complaint for which it may be liable.

12. The customer is responsible for;

Obtaining any necessary planning, legal or other permission prior to the installation, unless the company has agreed to do this in writing.

a) Where necessary, the removal or re-siting prior to installation of any pipes or cables and also to make any necessary arrangements with the regulatory authorities.

b) Making arrangement to removal and replace sensors or wiring on intruder alarms when installed.

c) Giving access to all main services if required for the purpose of fulfilling the Order and obtaining any permission so that the company's workpeople may gain access to adjoining properties for the purposes of carrying out the works.

d) The cost of any additional work rendered necessary to complete the installation as a result of failure of the customer or the customer's subcontractor to comply with the company surveyor's specifications.

e) Damage to the works carried out or goods installed that is occasioned by the customer or the customer's own sub-contractors carrying out any building or other works.

f) Redecoration after installation.

g) Any necessary alterations to pelmets, blinds or curtains, tracks or poles.

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13. Written quotations are for guidance only. If any of the above terms and conditions differ from information stated on our quotation, these terms and conditions take precedence. Consumer's rights under the misrepresentation act are not restricted.
14. To transfer this guarantee, please ask the new occupant to send their name and address to the company's head office together with the date that they moved in to the property. A fee will be charged to cover administration costs.
15. If any of these conditions are held to be invalid or unenforceable, it will not affect the remaining conditions.

Notice of the right to cancel.

If this contract has been made during a visit to a consumer's home or place of work, the customer has the right to cancel at any time within the period of 7 days, starting with the date of receipt of the Notice of Right to Cancel which is the date that the Customer signed the contract. The signing of the survey form is not a contract of sale but merely a confirmation of the shutter design to be used should the customer decide to proceed with the purchase. Where quotes have been provided in writing and emailed to the customer acceptance of the quote is deemed as written request for performance of contract to begin before the end of the seven day cancellation period. If the customer then cancels the contract, you will be required to pay The Great Shutter Company reasonable costs for goods and services provided. In other circumstances, if you choose to cancel the contract after the 7 day cancellation period, you will be obliged to pay The Great Shutter Company for any reasonable losses incurred, including any loss of profit. This means that your deposit may be lost in full or part and in some circumstances losses may be more than the amount of the deposit.

Your cancellation rights can be exercised by delivering or sending (including by electronic mail) written Notice of Cancellation for the attention of The Owner, The Great Shutter Company, 160 Stockbridge Road, Winchester SO22 6RN or mike@thegreatshutterco.co.uk. If posting, we would ask that you do so by Recorded Delivery.

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