

GENERAL CONDITIONS OF SALE V4

1. Definitions.

- 1.1 "Seller" means SW Blinds and Interiors Ltd of 26 Plympton Park, Bell Close, Plympton Plymouth PL7 4FD.
1.2 "Buyer" means the person, company, firm or body who buys or agrees to buy the goods from the Seller.
1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
1.4 "Goods" means the articles and/or services which the Buyer agrees to buy from the Seller.
1.5 "Price" means the price for the Goods and/or services which the Seller has agreed to supply excluding VAT.
1.6 "Consumer" means a person defined as a consumer in the Consumer Rights Act 2015.
1.7 "Regulations" means the General Product Safety Regulations 2005.

2. Conditions Applicable.

- 2.1 These Conditions shall apply to all contracts for the sale of Goods or supply of services by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions.
2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
2.5 Nothing in these Conditions shall affect the statutory rights of any Consumer.

3. The Price and Payment.

- 3.1 The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate prevailing on the date of the seller's invoice.
3.2 The Price and VAT shall be paid as follows:
3.2.1 The Buyer shall pay a non-refundable Deposit as stated in the Seller's quotation at the same time as the Buyer accepts the quotation, unless otherwise advised in writing.
3.2.2 The balance of the Price and VAT is due for payment no later than 5 working days prior to installation. The Buyer must pay the balance of the Price and VAT when the Seller arranges a fitting date with the Buyer. The Seller may debit the Price from the Buyer's debit or credit card if details have been supplied.
3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 12% per annum and shall accrue at such a rate after as well as before any judgement.

4. The Goods.

- 4.1 The quantity and description of the Goods shall be as set out in the Seller's quotation except that the Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Goods.
4.2 Matching of colour shades from samples of fabric designs will be within a commercial tolerance but cannot be guaranteed. Any minor variation or change in colour or pattern between the sample or description and the Goods delivered shall not entitle the Buyer to reject the Goods nor to claim any compensation for the variation or change.
4.3 Solar optical and colourfast properties of the Goods may vary and cannot be guaranteed.
4.4 All Goods are subject to availability.
4.5 The Seller provides a free measuring service and cannot be held responsible for measurements provided by the Buyer. The Buyer's measurements must be given the correct way around i.e. width first then drop. Information is available to the Buyer on how to measure correctly.
4.6 If the Buyer requires the Seller to incorporate fabric supplied by the Buyer into the Goods manufactured and supplied, the Seller does not warrant the quality or fitness for purpose of that fabric and does not accept liability for any damage to, or loss of, the fabric arising from its failure to respond to the manufacturing process in the same way as fabrics normally supplied by the Seller.
4.7 Unless specified as supply only the goods are deemed to comprise an equal split between articles and services.

5. Warranties and Liability.

Except where the Buyer is dealing as a consumer, all warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods and whether implied by statute or common law or otherwise are excluded.

6. Delivery of Goods.

The Seller will use its best endeavours to comply with any delivery date or fitting date notified to the Buyer but shall not be liable for any delay. Time for delivery or fitting shall not be of the essence of the contract.

7. Installation.

- The fitting service provided by the Seller does not include any alterations to window frames, sills etc.
7.1 The Buyer must ensure that the Seller has clear access when fitting. Window sills must be clear and clean. The Seller cannot accept responsibility for any damage caused if a fitter is asked to move obstructions.
7.2 If the Buyer postpones a notified fitting date, the Seller may make a charge to cover any losses or expenses incurred.
7.3 The Seller will not be responsible for any minor damage caused to property by a fitter where that damage could not have reasonably been avoided.
7.4 The Buyer must ensure that the Seller has access to an electrical supply through a standard UK socket within 10 metres of where the fitting is to be carried out.
7.5 If the site is found to be unsafe because of the presence of asbestos or for any other reason after an order has been accepted or the Seller's fitter(s) attend the site on the notified fitting date but cannot fit the goods for any reason other than one for which the Seller is responsible, the Seller will at its sole discretion either
7.6 deliver the goods on the notified fitting date without fitting them and be entitled to receive immediate payment of the Price and VAT without any deduction; or
7.6.1 take away the goods and agree an alternative fitting date.
7.6.2 If the Seller elects to proceed in accordance with sub-clause 7.6.1 above then, when the site is, in the opinion of the Seller, safe and ready for the goods to be fitted, the Seller will notify a new fitting date and return to
7.7.1 the site to fit the goods but shall be entitled to charge and be paid for any reasonable additional costs incurred.
7.7.2 If the Seller elects to proceed in accordance with sub-clause 7.6.2 above, the Seller shall be entitled to charge and be paid for all losses and expenses incurred on the first notified fitting date in addition to the Price and VAT and the Seller will not be obliged to attend on the alternative fitting date unless those losses and expenses have first been paid in full (if invoiced).
7.8 The fitting service is provided during the Seller's normal working hours (9.00 a.m. to 5.00 p.m., Monday to Friday). Work will only be carried out outside those hours if that has been expressly agreed between the Seller and the Buyer and an additional charge will be made. Outdoor work is dependent on satisfactory weather conditions and may be postponed by the seller at short notice if the weather conditions are unsuitable.

8. Title and Risk.

- 8.1 Risk shall pass on delivery of the Goods.
8.2 Property in and title to the Goods shall not pass from the Seller until the Buyer has paid the Price and VAT.
8.3 Until property in the Goods passes to the Buyer in accordance with clause 7.2 the Buyer shall hold the Goods on a fiduciary basis as bailee for the Seller.
8.4 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that the property in and title to the Goods has not passed from the Seller.

9. Acceptance.

- 9.1 The Buyer shall be deemed to have accepted the Goods unless he notifies rejection to the Seller's fitter on the day of fitting and to the Seller in writing within 48 hours of fitting.
9.2 If the Buyer properly rejects any Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full Price and VAT unless the Seller's fitters are given reasonable notice to remove the Goods.

10. Set-off.

Except where the Buyer is dealing as a consumer, the Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

11. Delay and Cancellation.

- 11.1 If the Seller is delayed in the performance of this contract for any reason beyond its reasonable control it may postpone the delivery date and shall not be liable for any loss or damage whatever arising from the delay.
11.2 If the Seller shall be unable to perform this contract for any reason beyond its reasonable control it may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay the Buyer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
11.3 Because the Seller will incur costs when the quotation is accepted, the Buyer cannot cancel or alter the order after acceptance of the quotation. If the Buyer nevertheless terminates this contract (otherwise than in the circumstances mentioned in clause 11.4) the Seller shall be entitled to retain the deposit (if any) and, where the Seller's actual losses and expenses exceed the amount of the deposit, charge a termination fee equivalent to those losses and expenses in excess of the amount of the deposit.
11.4 If the contract includes installation and the Buyer refuses to allow the Seller to fit any safety device that is part of or comes with the Goods, the Seller cannot then install the Goods (see clause 12). In these circumstances, the Buyer remains liable to pay the Seller the full Price.

NOTE - The Goods are clearly personalised and made to the Buyer's specifications and are therefore excluded from cancellation rights under the Consumer Rights Act 2015. A 14 day cooling off period is therefore not applicable to this contract.

12. Safety Devices.

- 12.1 The Seller has to comply with the Regulations. The Regulations have been made to help prevent accidental death or injury by way of strangulation to children. Safety devices supplied as part of or with the Goods must be fitted by the Seller at the time of installation. If the Goods contain any safety device, the Seller must fit the safety device or refuse to install the Goods. If the Buyer refuses to allow the Seller to fit the safety device, the Buyer remains liable to pay the Seller the full Price.
12.2 The Buyer expressly agrees not to treat the Seller's refusal to install the Goods for the reason set out in clause 12.1 as a breach of contract and that the Buyer is still bound to take delivery of the Goods.

13. Statutory Consents.

The Buyer is responsible for obtaining any planning consents, building regulation consents or other similar consents which may be necessary and shall not rely on the Seller for advice thereon.

14. Seller's Liability.

- 14.1 This clause does not apply where the Buyer is dealing as a consumer.
14.2 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

15. Repairs And Replacement Parts.

Where the Seller is instructed to replace part only of an existing blind, it cannot accept responsibility for a fault arising in another part of the blind even if the replacement has contributed to that fault arising.

16. General Terms.

If any part of these General Conditions of Sale is unenforceable (including any provision in which the Seller excludes liability to the Buyer) then enforceability of other parts of these conditions will not be affected.