



## Terms & Conditions of Supply & Fitting Goods

We are Capricorn Blinds Ltd from 21 Parkgate Shopping Centre, Shirley, B90 3GG. Our VAT Registration Number is GB857 658 566. We are a company registered in England and our company registration number is 03566243. You can contact us by email at [info@capricornblinds.com](mailto:info@capricornblinds.com) or by telephone on 0121 772 5366.

Our Terms and Conditions of Supply and Fitting Goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, 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 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 order form.

**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 order 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 re-arrange 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 order form and includes VAT. Payments are to be paid as indicated in the order form. We will not debit the total price from your debit/credit card until we dispatch/install the goods; any deposit paid by you will be deducted from the final payment.

**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 Santander 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 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 minimise 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.

**YOUR RIGHT TO CANCEL.**

a) 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.

b) 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. Alternatively, you can give us a new deadline for re-delivery that must be reasonable and if this is not met, then 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 the 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 recognised 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 CDRL ([www.support.cdrl.org.uk](http://www.support.cdrl.org.uk)) 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.

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