

## **Our Promise to You**

Eckersley's Blinds Limited are one of the few window blinds companies in the UK to offer a one year guarantee on our window blinds, a three -year guarantee on our plantation shutters and a five-year guarantee on our awnings.

## **Your Guarantee Covers**

Defects in materials of:

- All internal mechanisms
- Components and brackets
- Fabric delamination
- Operational cords

Repairs and/or replacements will be made with like or similar parts or products.

## **Excluded From Your Guarantee**

- Any conditions caused by normal wear and tear, abuse, accidents, misuse or alterations to the product
- Exposure to the elements (sun, wind and water/moisture damage) and discoloration or fading over time
- Failure to follow our instructions with respect to measurement, proper installation, cleaning or maintenance
- Shipping charges, cost of removal and reinstallation
- Tampering with blind or safety device post installation

In no event shall Eckersley's Blinds Limited be liable or responsible for incidental or consequential damages or for any other indirect damage, loss, cost or expense.

We aim to exceed your expectations wherever possible and if you have any questions or problems at any time, please do not hesitate to contact us.

## **Terms & Conditions**

All information on this website is provided in good faith and for general information purposes only and Eckersley's Blinds Limited (`we` or `us`) will use its reasonable endeavours to ensure that the said information is accurate. This website is provided on an `as is` basis without any representation or endorsement made and Eckersley's Blinds Limited and its associated companies make no warranties of any kind, whether express or implied, in relation to this website including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, compatibility, non-infringement, conditions of completeness, accuracy, security, or any implied warranty arising from your access to, use of, reliance on or otherwise of this website. Eckersley's Blinds Limited shall not be liable for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever arising out of your access to, use of, reliance on or otherwise of this website. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third party–

In addition, Eckersley's Blinds Limited shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property, by reason of your use of, access to, or downloading of any material from, this website. Some jurisdictions may not permit all or any of the limitations of warranties and damages contained in this legal notice, in which case some or all of the above exclusions may not apply to you. The material on this website is protected by copyright and all copyright, trademarks and all other intellectual property rights in all material or content contained within this website shall remain at all times the property of Eckersley's Blinds Limited or of their licensors respectively. You may only reproduce material and/or content of this website for your own personal non-commercial use. Unauthorised

copying, reproduction, transmission, publishing, displaying, distribution, commercial exploitation, modification, hiring, lending or broadcasting of such material or content is strictly prohibited.

## **BLINDS & CURTAINS**

**Core**

### **1 GENERAL GLOSSARY**

1.1 In these conditions: "Advisor" means our representative(s) who assist you in choosing the Goods and installs the same; In addition to the 12 month warranty for the Goods as set out at clause 5.4,( the anniversary of the installation date) in relation to certain Goods where we will repair or replace the defective Goods free of charge; "Contract" means the contract, comprising these conditions and the "Order" (as defined below), for supply of Goods and Services; "Conservatory Blind Systems" means conservatory roof blinds only or, when purchased with such roof blinds, conservatory side blinds (as well as the conservatory roof blinds); "Consumer" means any customer who is purchasing outside the course of his or her business or trade; "Order" means the order (on the attached form) by you for the Goods and Services accepted by us; "you"/"your" means the Consumer submitting an order for Goods and Services; "Goods" means the blinds, window furnishings or other products to be supplied by us as noted in the Order; "Services" means the services relating to the installation of the Goods; "we"/"us"/"our" means Eckersley's Blinds Limited a company registered in England with number 03913404 registered office, 33 Shakespeare Street, Southport, PR8 5AB.

1.2 These conditions: will apply to all your purchases of Goods and Services (as those terms are defined below) from us; may only be changed in a document signed by one of our directors; and form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.3 By accepting the Contract you are confirming that you are a Consumer. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

### **2 YOUR ORDER FOR THE GOODS AND SERVICES**

2.1 The Order shall be detailed on the form attached to these conditions. Once the Order has been completed and signed by you and received by us, the Order shall be deemed to have been accepted by us unless we notify you to the contrary within 7 days of you signing the Contract (in which case we shall promptly refund any sums paid by you in respect of the Order.)

2.2 You warrant to us that you: have the right to contract with us to supply the Goods and Services at the premises where they are to be delivered to and installed; and will supply us with such information, rights of access, and mains electricity that we may reasonably require in order to deliver the Goods and perform the Services and/or check the Goods and their installation where you notify us about a problem with the same.

### **3 PRICE AND PAYMENT**

3.1 The price for the Goods and Services is stated on the Order. All prices are inclusive of VAT.

3.2 A deposit (which depending upon order value may be up to 100% of the agreed price) shall be payable upon signing this agreement. This payment shall be forfeited to the Company on account of damages in the event of the customer's breach of contract. In the event that cleared funds are not received for the deposit payment (for example if your card declines or your cheque bounces) we may request full payment before any installation of goods take place.

3.3 Unless credit terms have been agreed with us in writing or payment in-full has been made on placing the order, payment of the purchase price for the Goods, net of any deposit already paid, is due upon completion of the Services or, in the event of cancellation (after expiry of the period set out at condition 9ii) or refusal to accept delivery of the Goods, upon such cancellation or refusal as the case may be.

3.4 Any products supplied and / or fitted, but not paid in full will immediately be subject to an interest charge of 8% above Bank base rate per month.

3.5 Payment of the total price (less any deposit paid) shall be payable to Eckersley's Blinds Limited on supply/installation unless agreed in writing.

3.6 Should the Client defer delivery, any monies outstanding will be due immediately.

## **4 DELIVERY OF THE GOODS AND SUPPLY OF THE SERVICES**

4.1 We will deliver the Goods and supply the Services to the place noted in the Order.

4.2 Unless otherwise expressly agreed in writing, any delivery or supply date or time specified by us in any Order or otherwise is a best estimate only, and we will not be liable to you for any loss or damage (including for the avoidance of doubt any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time related to a cancelled fitting appointment) sustained by you if we fail to meet that time scale because of circumstances beyond our reasonable control.

4.3 If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order or breach your payment obligations and/or the obligations set out at condition 6 under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery or supply.

4.4 Regulations have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the Goods. In such circumstances you will remain liable for the full cost of the Goods ordered and you agree that you will not treat our refusal to install the Goods as a fundamental breach of the Contract and you will remain bound under the Contract to take delivery of the Goods. For avoidance of doubt we consider this clause to be reasonable in all circumstances given our obligations under the regulations. This will not affect your legal rights as a consumer in relation to any Goods that are faulty.

4.5 Delivery times are not guaranteed and are given as a guide in good faith. Delivery time is not the essence of the contract and Eckersley's Blinds Limited will not be held responsible for specific delivery dates which have been affected by circumstances outside its control.

4.6 The client is responsible for ensuring adequate access to the site and area/s of installation.

4.7 Should any alteration take place in the area after measurements are taken that would affect installation, then the client will be liable for payment to alter/ remake the goods and re- installation.

## **5 WARRANTIES FOR THE GOODS AND SERVICES**

Subject to conditions 5.3, 5.5 and 5.6:

5.1 We will supply the Services under this Contract with reasonable skill and care and in accordance with the specification set out in the Order which we have provided to you for those Services.

5.2 If the Services supplied by us are not in accordance with condition 5.1, above, you should notify us in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to you on a reasonable inspection of the Services. We will arrange with you a time when we can visit your home to examine the supplied Services and, if the Services are not in compliance with condition 5.1 we will, either remedy the defect in question or re-supply the defective Services.

5.3 Whilst every attempt will be made by us to ensure that the Goods supplied match in every respect any samples shown or description given to you, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle you to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change.

5.4 Subject to clause 5.6, and to the receipt of payment in full for your order, we offer a warranty of 12 months on blinds (including, without limitation, conservatory side blinds not purchased with a conservatory roof blind), shutters (three years) and awnings (five years) from the date of installation .

5.5 We warrant that, subject to condition 5.6, should any defect in material or workmanship occur within the relevant warranty period (noted in condition 5.4) after the date of delivery and installation of the relevant Goods, we will arrange with you to examine the Goods and, if the Goods are defective, we shall either repair or replace the defective Goods free of any charge for labour or materials (always providing that the Goods have not been subject to any misuse or modification).

5.6 The warranties provided in this condition 5 shall not apply: in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession.

5.7 Whilst all fabrics supplied by us are tested in accordance with BS EN ISO 105 B02, fading will inevitably occur. However, performance of the product is unimpaired and the warranties provided in this condition 5 shall not apply in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession.

## **6 LIMITATION OF LIABILITY**

6.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related Services or their use by you; any losses which are not caused by any breach by us; or business or trade losses.

6.2 Nothing in this Contract excludes or limits our liability for: death or personal injury resulting from our negligence or that of our employees or Advisors; liability for damage to

property or injury to persons under the Consumer Protection Act 1987; fraud; or any other matter that we cannot by law exclude or restrict.

## **7 DELAY OR FAILURE TO PERFORM**

We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

## **8 GENERAL**

8.1 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.

8.2 Each provision of this Contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Contract and the remainder of the provision in question shall continue in full force and effect.

8.3 As a consumer, there are certain terms implied into your contract with us which we cannot exclude or limit (for example, under the Sale of Goods Act 1979 we have to supply goods to you which are fit for their purpose). It is important for you to know that nothing in these terms affects these statutory rights.

8.4 The Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

8.5 Risk in the Goods passes upon delivery and fitting, but title will only pass to the customer upon payment in full being made.

8.6 Any communication to Eckersley's Blinds Limited should be addressed to Eckersley's Blinds Limited, 33 Shakespeare Street, Southport, PR8 5AB.

## **9 NOTICE OF THE RIGHT TO CANCEL**

i) The goods are bespoke and made-to-measure to your requirements. As such they fall into the category of tailor-made products within the Consumer Contracts Regulations and hence you will not be able to cancel your Order once placed (subject to clause 9(ii) below). This will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described.

ii) Notwithstanding clause 9(i) above, Eckersley's Blinds Ltd will accept cancellations of Orders placed provided that notice of cancellation is received within two calendar days starting with the date the Order is placed. Your cancellation must be received by email to eckersleysblinds @ hotmail.co.uk or by telephone on 01704 514 333.

iii) The notice of cancellation is deemed to be served from the day it is given to us via the email address in clause 9(ii) above or on the telephone number in clause 9(ii) above.

iv) This Contract is with Eckersley's Blinds Ltd whose registered office is 33 Shakespeare Street, Southport, PR8 5AB. Registered Number 03913404.

## 10 REFUNDS

10.1 Refunds or returns are not possible as the goods are tailored made to your sizes and requirement.

# SHUTTERS

## 1. General Glossary

1.1 In these conditions: "Design specialist" means our representative who assists you in choosing the Goods; "Installer" means our representative who installs the Goods. "Contract" means the contract, comprising these conditions, and the Order (as defined below), for supply of Goods and Services; "Conservatory Blind Systems" means conservatory roof blinds only but also to include conservatory side blinds when purchased with such roof blinds; "Consumer" means any customer who is purchasing outside the course of his or her business or trade; "Order" means the order (raised electronically and/or on paper) by you for the Goods and Services accepted by us; "you"/"your" means the Consumer submitting an order for Goods and Services; "Goods" means the blinds, window furnishings or other products to be supplied by us as noted in the Order; "Services" means the services relating to the installation of the Goods; "Survey" means the process by which detailed measurements and specifications are agreed for the Goods which may be completed when the Goods are chosen with the customer at the time of the Survey; "we"/"us"/"our"/"the Company" means Eckersley's Blinds Limited a company registered in England with number 03913404, registered office, 33 Shakespeare Street, Southport, PR8 5AB.

1.2 These conditions: will apply to all your purchases of Goods and Services (as those terms are defined below) from us; directors; and form the entire understanding between you and us .

1.3 By accepting the Contract you are confirming that you are a Consumer. The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

## 2 Your Order for the Goods and Services

2.1 Once the Order has been agreed and signed by you (electronically and/or on paper) and received by us, and a deposit received, the Order shall be deemed to have been accepted by us unless either we notify you to the contrary within 7 days of you signing the Contract or the subsequent Survey for the Goods identifies that the order cannot be fulfilled. In either case we shall promptly refund any sums paid by you in respect of the Order.

2.2 All Orders may be subject to a Survey. Should the results of the Survey identify amendments to the Order which would change the price then we will notify you of such price change whereupon you have the right to proceed with, or cancel the Order at your discretion. Should you choose to cancel the order we shall promptly refund any sums paid by you in respect of the Order.

2.3 Should a separate Survey visit be required we will inform you.

2.4 Should you fail to allow access to the property to conclude the Survey within a period of 2 months, then the contract will be deemed void and the deposit will be forfeited.

2.5 You warrant to us that you: have the right to contract with us to supply the Goods and Services at the premises where they are to be delivered to and installed; and will supply us with such information, rights of access, and mains electricity that we may reasonably require

in order to deliver the Goods and perform the Services and/or check the Goods and their installation where you notify us about a problem with the same.

### **3 Price and payment**

3.1 The price for the Goods and Services is stated on the Order. All prices are inclusive of VAT.-

3.2 A deposit (which depending upon order value may be up to 100% of the agreed price) shall be payable upon signing this agreement. This payment shall be forfeited to the Company on account of damages in the event of the customer's breach of contract. In the event that cleared funds are not received for the deposit payment (for example if your card declines or your cheque bounces) we may request full payment before any installation of goods take place.

3.3 Unless credit terms have been agreed with us in writing or payment in-full has been made on placing the order, payment of the purchase price for the Goods, net of any deposit already paid, is due upon completion of the Services or, in the event of cancellation (after expiry of the period set out at condition 9ii) or refusal to accept delivery of the Goods, upon such cancellation or refusal as the case may be.

3.4 Where you do not make any payment to us under the Contract by its due date, we may, in addition to any other rights which we have under this Contract and in law: withhold further deliveries or supplies, or suspend performance of the Contract until arrangements as to payment or credit have been established on terms which are satisfactory to us; and/or we may bring action against you for the price of the Goods at any time.

3.5 Orders that remain unpaid after the completion of the Services shall be subject to an interest charge of 8% a year above the Bank of England base rate. Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

You must pay us interest and any reasonable costs together with the overdue amount.

3.6 In the event that your final balance payment is not received, for example if your card declines or your cheque bounces, or if you fail to make payment once fitting has taken place, we may instruct internal or external debt collectors to collect the monies due from you under this contract. Where we instruct any debt collector we reserve the right to charge you, in addition to the overdue amount and accrued interest, and any other remedies or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector.

### **4 Delivery of the Goods and supply of the Services**

4.1 We will deliver the Goods and supply the Services to the place noted in the Order.

4.2 Unless otherwise expressly agreed in writing, any delivery or supply date or time specified by us in any Order or otherwise is a best estimate only and we will not be liable to you for any loss or damage (including for the avoidance of doubt any loss of income or revenue, loss of business, loss of anticipated savings, loss of data or any waste of time related to a cancelled fitting appointment) sustained by you if we fail to meet that timescale because of circumstances beyond our reasonable control. The Order relates to a made-to-measure product which is exempt from delivery within a 30 day period, as the delivery time for a made-to-measure product may vary by several weeks.

4.3 Where you fail to meet and/or agree the delivery date, full payment must be made. We will not accept postponement of fitting unless full payment is received.

4.4 It is a condition of these terms that access to the property is made available at the mutually agreed dates for Survey, installation and service calls. In order to ensure safe working practices it is a condition of these terms that the area in which the works are to be carried out is cleared of but not limited to pets, plants, furniture, breakable items and household residents. The company requires 24 hours' notice of a cancelled appointment.

4.5 For larger Orders it may be necessary for Goods to be delivered to the property prior to the installation date. We will inform you where this is necessary and you will be responsible for facilitating such a delivery.

4.6 If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order or breach your payment obligations and/or the obligations set out at condition 6 under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery or supply.

4.7 Regulations have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the Goods. In such circumstances you will remain liable for the full cost of the Goods ordered and you agree that you will not treat our refusal to install the Goods as a fundamental breach of the Contract and you will remain bound under the Contract to take delivery of the Goods. For avoidance of doubt we consider this clause to be reasonable in all circumstances given our obligations under the regulations. This will not affect your legal rights as a consumer in relation to any Goods that are faulty.

## **5 Warranties for the Goods and Services**

Subject to conditions 5.3 and 5.4:

5.1 We will supply the Services under this Contract with reasonable skill and care and in accordance with the specification set out in the Technical Order Confirmation Form relating to your Order and which we have provided to you for those Services.

5.2 If the Services supplied by us are not in accordance with condition 5.1, above, you should notify us in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to you on a reasonable inspection of the Services. We will arrange with you a time when we can visit your home to examine the supplied Services and, if the Services are not in compliance with condition 5.1, we will either remedy the defect in question or re-supply the defective Services.

5.3 Whilst every attempt will be made by us to ensure that the Goods supplied match in every respect any samples shown or description given to you, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle you to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change.

5.4 Whilst all fabrics supplied by us are tested in accordance with BS EN ISO 105 B02, fading will inevitably occur. However, performance of the product is unimpaired and the warranties provided in this condition 5 shall not apply in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession.

5.5 Subject to condition 5.4 and to the receipt of payment in full for your order we offer a 36 month warranty on all Goods and Services supplied. The warranty time period starts from

the day the goods are fitted. Upon notification of a claim under warranty we will arrange with you to examine the Goods and, if the Goods are defective, we shall either repair or replace the defective Goods free of any charge for labour or materials (always providing that the Goods have not been subject to any misuse or modification). It is possible that Goods replaced under either the warranty due to fault may no longer exactly match other Goods in that order due to fading. Should this be the case the Company does not accept any liability to replace non-faulty product solely to ensure colour match.

5.6 In order for us to complete any repairs required under either the warranty, we will require access to your property at a mutually convenient time. Failure to provide such access will be deemed a frustration of the contract and our obligations as set out within clause 5 will cease.

## **6 Limitation of liability**

6.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related Services or their use by you; any losses which are not caused by any breach by us; or business or trade losses.

6.2 Nothing in this Contract excludes or limits our liability for: death or personal injury resulting from our negligence or that of our employees, Design Specialists or Installers; liability for damage to property or injury to persons under the Consumer Protection Act 1987; fraud; or any other matter that we cannot by law exclude or restrict.

6.3 We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of your property. It is your responsibility to ensure that the installation of the Goods does not breach any leasehold, planning regulations or warranties that you may hold.

6.4 In order to install the goods, holes will be made in the fabric of the structure. Whilst every effort and care will be taken during this procedure, no liability is taken for any unforeseen damage for holes left when products are subsequently removed.

## **7 Delay or failure to perform**

7.1 We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including, without limitation: delays caused by our suppliers, shipping delays, an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

## **8 General**

8.1 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.

8.2 Each provision of this Contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the 8.3 As a consumer, there are certain terms implied into your contract with us which we cannot exclude or limit (for example, under the Sale of Goods Act 1979 we have to supply goods to you which are fit for their purpose). It is important for you to know that nothing in these terms affects these statutory rights.

8.4 The Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

8.5 Risk in the Goods passes upon delivery and fitting, but title will only pass to the customer upon payment in full being made.

8.6 Any communication to Eckersley's Blinds Limited should be addressed to Eckersley's Blinds Limited, 33 Shakespeare Street, Southport, PR8 5AB.

## **9 Notice of the Right to Cancel**

i) The goods are bespoke and made-to-measure to your requirements. As such they fall into the category of tailor-made products within the Consumer Contracts Regulations and hence you will not be able to cancel your Order once placed (subject to clause 9(ii) below). This will not affect your legal rights as a consumer in relation to made-to-measure Goods that are faulty or not as described.

ii) Notwithstanding clause 9(i) above, Eckersley's Blinds Ltd will accept cancellations of Orders placed provided that notice of cancellation is received within two calendar days starting with the date the Order is placed. Your cancellation must be received by email to eckersleysblinds@hotmail.co.uk or by telephone on 01704 514 333.

iii) The notice of cancellation is deemed to be served from the day it is given to us via the email address in clause 9(ii) above or on the telephone number in clause 9(ii) above.

iv) This Contract is with Eckersley's Blinds Ltd whose registered office is 33 Shakespeare Street, Southport, PR8 5AB. Registered Number 03913404.

## **10 REFUNDS**

10.1 Refunds or returns are not possible as the goods are tailored made to your sizes and requirement.

## **10 Assignment**

10.1 Save as to clause 2.4, you may not transfer any of your rights or obligations within the contract to another person without our prior written consent. The request must be received in writing to Eckersley's Blinds, 33 Shakespeare Street, Southport, PR8 5AB.

10.2 If the Services supplied by us are not in accordance with condition 5.1, above, you should notify us in writing within a reasonable time from their supply or of becoming aware of the defects which are not apparent to you on a reasonable inspection of the Services. We will arrange with you a time when we can visit your home to examine the supplied Services and, if the Services are not in compliance with condition 5.1 we will, either remedy the defect in question or re-supply the defective Services.

5.3 Whilst every attempt will be made by us to ensure that the Goods supplied match in every respect any samples shown or description given to you, any minor or immaterial variation between sample or description and the Goods delivered shall not entitle you to reject the Goods, nor to withhold or reduce payment of the purchase price, nor claim any compensation for such variation or change.

This warranty is for the original purchaser only and is not transferable. Please retain your sales order to identify your purchase in the unlikely event of needing to claim under the warranty.

5.5 We warrant that, subject to condition 5.6, should any defect in material or workmanship occur within the relevant warranty period (noted in condition 5.4) after the date of delivery and installation of the relevant Goods, we will arrange with you to examine the Goods and, if the Goods are defective, we shall either repair or replace the defective Goods free of any charge for labour or materials (always providing that the Goods have not been subject to any misuse or modification).

5.6 The warranties provided in this condition 5 shall not apply: in relation to fading/discolouration caused by fair wear and tear; and/or where the relevant fault or defect has been caused by your misuse and/or neglect of the Goods; and/or by accidents caused while the Goods are in your possession.

## **6. LIMITATION OF LIABILITY**

6.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both Parties when the Contract is formed arising in connection with the supply of Goods and related Services or their use by you; any losses which are not caused by any breach by us; or business or trade losses.

6.2 Nothing in this Contract excludes or limits our liability for: death or personal injury resulting from our negligence or that of our employees or Advisors; liability for damage to property or injury to persons under the Consumer Protection Act 1987; fraud; or any other matter that we cannot by law exclude or restrict.

## **7. DELAY OR FAILURE TO PERFORM**

We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

## **8. GENERAL**

8.1 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.

8.2 Each provision of this Contract shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the

8.3 As a consumer, there are certain terms implied into your contract with us which we cannot exclude or limit (for example, under the Sale of Goods Act 1979 we have to supply goods to you which are fit for their purpose). It is important for you to know that nothing in these terms affects these statutory rights.

8.4 The Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.

8.5 Risk in the Goods passes upon delivery and fitting, but title will only pass to the customer upon payment in full being made.

8.6 Any communication to Eckersley's Blinds Limited should be addressed to Eckersley's Blinds Ltd, 33 Shakespeare Street, Southport, PR8 5AB.

## **MISCELLANEOUS**

### **Child Safety**

Regulations have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the Goods. In such circumstances you will remain liable for the full cost of the Goods ordered and you agree that you will not treat our refusal to install the Goods as a fundamental breach of the Contract and you will remain bound under the Contract to take delivery of the Goods. For avoidance of doubt we consider this clause to be reasonable in all circumstances given our obligations under the regulations. This will not affect your legal rights as a consumer in relation to any Goods that are faulty.

process. We will deal with your queries promptly and if necessary arrange for a replacement to be sent. We reserve the right to ask for digital pictures with regards to the issues reported or to ask for the product to be returned to us for inspection. This does not affect your statutory rights.