

How we operate

Terms & Conditions

Important Things you need to know:

1. Parties: – Agreement is between Harrogate Blinds Limited (HB) and the the Purchaser named on the estimate/quotation and may not be assigned without HB prior written consent.

2. Quotations: - Once any quotation is verbally accepted, by email, or text and confirmed with a deposit, the Purchaser has entered into a contract with HB and deems to have accepted the T's & C's.

3. Deposit: – All estimates/quotations need to be secured with a 60% deposit but not limited to. Each estimate/quotation is judged on it's own merit and HB reserves the right to ask for a deposit.

4. Cancellation: – Once an estimate/quotation has been verbally accepted or by email / text message and secured by a deposit, and the Purchaser then wishes to cancel for whatever reason, HB shall not be obliged to refund the deposit as all blinds / shutters are tailor-made to that specific purchaser. If the goods have not entered production a deposit, or portion thereof, will be refunded.

5. Survey: – All surveys are conducted for free in measuring and determining the style, range and colour of the blinds / shutters.

It is up to the householder/Purchaser to determine that they understand exactly what they have agreed upon concerning the style, range, colour, hinges, frames, tilt rods, chains, controls etc of the blinds / shutters so that there is no confusion. Although HB will endeavour to explain

everything clearly, the onus rests on the householder/purchaser to make sure they understand what was discussed.

No alterations to design etc can be changed once order has been placed.

For surveys to be conducted successfully we request that space is created for the surveyor to be able to measure without obstruction.

6. Characteristics: - The beauty and nature of wood is that no two pieces are identical. Each has its own natural grain and variations. There are industry-accepted variations in size and appearance on all blinds, shutters and curtains in England, we endeavour for our products to remain within these parameters.

-The factory will not consider minor imperfections not readily apparent from a distance of 4 (four) feet, in ordinary light, to be defective.

- All our blinds / shutters are measured to sit as tight to the window as possible, we allow for the louvres etc to clear the window handles excluding keys (they need to be in the locks at the time of survey if you want them considered).

- If there is not enough space for the louvres to avoid clashing with window handles we will do our best to advise solutions on changing such, this will be at the Purchasers expense to change (slim profile handles can be purchased from hardware stores or online - we do not provide them).

- Shutters or blinds will not create a 100% blackout situation.

- Due to the natural properties of timber, no length is perfectly straight. Therefore this may result in uneven light discrepancy when the shutters / Venetians are closed. This is not deemed a defect.

- Water and moisture can damage shutters & blinds.

- Any changes or missing information, including number of windows, will be held subject to surcharge for Purchasers cost.

HB cannot be held responsible for the uneven structure and shape of existing windows, recesses, doors and walls. We are not building surveyors and trust in you that your building has sufficient structural integrity for installation of our products. Should it be found on drilling that this is not the case, HB is not responsible to

Please note that by installing square or rectangular shaped blinds / shutters in irregular recesses or against skew building elements this will emphasise such. Blinds / shutters have to be installed level in order to operate properly, they cannot be installed 'skew' to accommodate

irregularities in building elements. Therefore gaps along the top, bottom and sides may not be equal. This is not a fault with the blinds / shutters.

- Also, HB cannot be held liable if, upon final survey, it is determined that special battens are required and will therefore be for the Purchasers cost.

- Panel and blind configurations are agreed upon as per quotation and/ or as per final consultation with surveyor. It is the Purchasers responsibility to make sure they understand how the products will be installed and how they will operate.

Specific to plantation shutters:

Any changes to panel openings, including T-posts, are to be rectified at the Purchasers expense.

Bi-folding panels may not line up with the existing windows.

Midrails and tier-on-tier splits may not line up with window crossbars. To do with structural requirements, under certain circumstances we may have to move a midrail location slightly from it's central position. This is to ensure top and bottom rails are large enough to provide adequate support. The louvres themselves then determine where the midrail can be located (where a full louvre ends).

Plantation shutters provide a fully adjustable louvre solution, however the louvres themselves do not provide any structural benefits. Due to this we ensure we achieve structural satisfaction by using sufficiently sized top and bottom rails, manufactured to a minimum of 95 mm. If you require smaller rails it may be possible to reduce the height but it will void any warranty.

- HB cannot be held responsible should the window dimensions change after an order has been placed. We fully recommend any renovations / building work be completed before order is placed to ensure the accuracy of product measurements.

7. Liability: – HB accepts no liability of any sort relating to any damage caused by the installation of the blinds / shutters. HB do take precautions when working in or around the Purchaser's property. It remains the Purchaser's responsibility to remove any furniture or items that might obscure the installation and should any household item become damaged, HB again accepts no liability.

8. Installation: – The date of any installation will be confirmed between

the Purchaser and HB and once confirmed cannot be altered but may be changed by HB due to the variations of transit by sea or manufacture time. HB request that sufficient space be created in front of windows for the fitter to be able to assemble the product / frames, and that window sills be clear. Any obstruction to the fitter could result in cancellation of the fitting and the new date be determined at HB discretion. Walls should be free of items and valuable ornaments etc should be removed.

- On very rare occasions, human error may happen with the process. Should this take place, HB will take responsibility for any error in our own services and will manufacture replacements at our own cost.

- Shipping will be via standard lead times. HB is unable to offer any discount or compensation on the agreed sums for the work that has taken place.

- Our lead time of 2.5 - 4 weeks for blinds and 12 - 14 weeks for shutters is only an estimation and cannot be guaranteed due to the vagaries of global shipping and manufacturing. No compensation can be offered as these delays are beyond our control.

- Please note that on rare occasions installations may be cancelled due to illness or factors beyond our control. In this case we cannot offer compensation for loss of time.

I, the Purchaser, understand that installations that cannot be completed on the assigned day through no fault of HB will be subject to additional fitting charges as fitters would have been booked for their time.

I, the Purchaser, understand that HB must be made aware of fitting cancellation a minimum of 48 hours prior to installation. Failure to do so will incur a cancellation fee of £40.

HB is proud of the work our team carries out and asks them to photograph their work for the sole use of HB and may be used in our marketing and SEO. If you are unhappy for us to share these in our marketing please let our team know by emailing harrogateblindsltd@gmail.com. (Our installers are instructed to take photos of installations and safety features as a legal precaution, they will then share them with HB, this is non-negotiable.

9. Payments:

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i. HB will only accept CASH, BACS/ONLINE TRANSFERS and DEBIT / CREDIT card (Visa and MasterCard) payments.

ii. Balance of payment is strictly payable on or before the day of

installation, not after.

iii. Late payments after 3 days will incur a penalty charge of 4% on the whole amount.

iv. Should any monies still be owed without written consent, then HB reserves the right to proceed with legal actions and any incurred costs will be for the Purchaser's account.

v. HB owns the rights to any goods, wares and merchandise until paid in full, when it is transferred to the homeowner/Purchaser.

vi. Vat: HB is currently not vat registered and any estimates/ quotations will be inclusive of vat.

10. Warranty/Guarantee: – In addition to your statutory rights:

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Shutters - solid wooden shutters carry a 7 year warranty & polyvinyl shutters carry a 5 year guarantee from date of installation in respect of any fault as a result of workmanship. Colour fastness is covered for 5 years. Hardware (hinges) are covered for 1 year. Stainless Steel hardware is covered for 3 years.

Blinds are backed by a 3 year guarantee on workmanship and materials. We will repair or replace defective goods free of charge (always providing that the goods have not been subject to any misuse or modification). Due to changes in fabric availability and components, these may not be exact like-for-like replacements / repairs (discontinued lines will be replaced with similar value materials).

Somfy Motors are backed by a 5 year factory warranty. Their information can be found at <https://www.somfypro.co.uk/warranty>.

Other products carry a guarantee in line with their manufacturer.

11. Complaints: – The Purchaser agrees to notify HB in writing and give us sufficient opportunity in which to remedy any complaints that they might have.

12. Law: – Nothing in these terms & conditions reduces your statutory rights relating to faulty goods including any failure to carry out our obligation.

GDPR

HB and Country Home Shutters (CHS) keeps customer details for a maximum of 7 years for warranty purposes, at no stage do we keep bank or card details on record.

We may share your Data with the following groups of people for the following reasons:

Our employees: - information is shared within HB / CHS to process product orders;

Third party service providers who provide services to us; -

We use overseas manufacturers, customer information such as order specification and dimensions is required to be shared so the ordered product can be manufactured.

Advertising and marketing on our behalf.

Relevant authorities: - in the case that an official request has been made in writing by the appropriate authorities to assist in any investigations.

If the client breaches a contract of sale and fails to make the final payment, the client details will be shared with a nominated debt collection company.

We use your information to keep you informed of updates, offers etc. you have the right to unsubscribe by contacting us at harrogateblindsLtd@gmail.com.

Your rights

You have the following rights in relation to your Data:

Right to access - the right to request copies of the information we hold about you at any time, or that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.

Right to correct - the right to have your Data rectified if it is inaccurate or incomplete.

Right to erase - the right to request that we delete or remove your Data from our systems.

Right to restrict our use of your Data - the right to "block" us from using your Data or limit the way in which we can use it.

Right to data portability - the right to request that we move, copy or transfer your Data.

Right to object - the right to object to our use of your Data including where we use it for our legitimate interests.

To make enquiries, exercise any of your rights set out above, or withdraw your consent to the processing of your Data (where consent is our legal basis for processing your Data), please contact us via this e-mail address: harrogateblindsLtd@gmail.com

It is important that the Data we hold about you is accurate and current. Please keep us informed if your Data changes during the period for which we hold it.

