

Terms and conditions of sale

TERMS & CONDITIONS

1. GENERAL

In these Conditions of Sale, “the Seller” means Isle of Wight Blinds Ltd and “the Buyer” means the person, firm or company placing an order for goods and/or services which are subject to these Terms and Conditions.

These Terms and Conditions shall apply to all orders placed with the Seller and may only be varied in writing and signed by an authorised representative of the Seller.

2. QUOTATIONS

(a)

All quotations are provided in good faith and are subject to alteration or withdrawal by the Seller without notice prior to any deposit being paid.

Unless otherwise stated, all quotations include delivery and installation costs. VAT will be charged at the prevailing rate and will be detailed separately on the Buyer’s quotation and invoice.

If the rate of VAT changes between the date of the Order and the date of delivery or installation, the Seller reserves the right to adjust the VAT payable accordingly unless the Buyer has already paid in full prior to the VAT change taking effect.

(b)

All quotations provided by the Seller are invitations for the Buyer to place an order and do not constitute a legally binding offer.

An order shall only become binding upon acceptance by the Seller and receipt of the required deposit.

The Seller does not accept alternative terms and conditions unless expressly agreed in writing.

3. DELIVERY AND INSTALLATION

(a)

Any delivery or installation dates provided by the Seller are estimates only and are not guaranteed.

Whilst every effort is made to provide accurate lead times, the Seller shall not be liable for any loss, damage, costs or expenses arising from any delay in manufacture, delivery or installation.

Certain products, including shutters, may be subject to extended lead times depending on supplier availability and manufacturing requirements. Lead times provided are estimates only and may vary.

In the event of any delay beyond the Seller's reasonable control, the Seller will endeavour to arrange installation at the earliest available opportunity.

(b)

The Seller assumes responsibility for the goods until installation has been completed.

(c)

The Buyer must inspect all goods as soon as reasonably possible and notify the Seller of any apparent defects, shortages or discrepancies.

Issues identified after installation has commenced may not be eligible for rectification where they could reasonably have been identified beforehand.

4. RETENTION OF TITLE

(a)

Ownership of all goods supplied shall remain with the Seller until full payment has been received for the relevant order.

Until ownership passes to the Buyer, the Seller retains full legal and beneficial title to the goods.

(b)

The Buyer's right to possession of the goods shall cease upon:

- Failure to make payment when due;
- Cancellation of the contract by the Seller in accordance with these Terms and Conditions;
- Three months after the original installation date, unless otherwise agreed in writing.

(c)

Where ownership has not passed to the Buyer, the Seller reserves the right:

- i. To repossess the goods;
- ii. To remove, use or sell all or part of the goods;
- iii. To enter the Buyer's premises at reasonable times for the purposes set out above.

5. MINIMUM ORDER

There is no minimum order value.

6. PAYMENT TERMS

(a)

A minimum deposit of 50% of the total order value is required before any blinds and/or shutters are placed into production.

No goods will be ordered, manufactured or supplied until the required deposit has been received.

(b)

The remaining balance shall become due and payable on the day of installation unless otherwise agreed in writing by the Seller.

(c)

Where payment is not made when due, the Seller reserves the right to postpone installation until payment has been received.

The Seller may charge interest on overdue amounts at a rate of 2.5% per month above the base rate of Lloyds Bank plc, calculated from the due date until payment is received in full.

(d)

Where payment remains outstanding for a period exceeding three months, the Seller reserves the right to cancel the order, retain any deposit paid and dispose of or resell any goods manufactured for the Buyer.

Nothing within this clause affects the Buyer's statutory rights.

(e)

The Seller reserves the right to withhold delivery, installation, warranty support or any further services where outstanding sums remain unpaid.

7. LIABILITY / FITTING LIABILITY

All goods and services are supplied subject to the following conditions:

(a)

The Buyer must inspect all blinds and/or shutters prior to installation where reasonably possible. The Buyer is responsible for ensuring the products supplied correspond with the agreed quotation, including style, colour and specification.

The Seller cannot accept responsibility for any discrepancy that could reasonably have been identified prior to installation where the Buyer or their representative is not present at the installation address.

(b)

The Buyer must check that all blinds and/or shutters correspond to the agreed style, colour and specification prior to installation.

The Seller cannot guarantee exact colour matching against samples, brochures, websites, digital displays or previous orders. Natural variations in colour, grain, finish and texture may occur, particularly in products manufactured from natural materials.

Minor imperfections not readily visible from a distance of approximately four feet (1.2 metres) under normal lighting conditions shall not be considered defects.

(c)

The quotation, invoice and order confirmation shall together constitute the agreed specification of works.

It is the Buyer's responsibility to ensure all measurements, styles, colours, finishes, operating methods and product selections are correct before placing an order and paying any deposit.

(d)

Blinds and/or shutters will be installed using methods considered appropriate by the Seller at the time of installation.

Installation methods may include fixing to masonry, plasterboard, timber, uPVC frames, tiled surfaces or other suitable structures depending upon the circumstances encountered on site.

The Seller reserves the right to determine the most suitable installation method in order to achieve a safe, secure and professional installation.

(e)

Except in cases of death or personal injury caused by negligence, the Seller shall not be liable for any indirect, consequential or financial loss arising from any delay, defect, installation issue or failure to supply.

The Seller's maximum liability shall not exceed the value of the relevant order.

(f)

The Seller provides no warranty as to the suitability of any product for purposes other than its intended use as an internal window covering unless otherwise agreed in writing.

(g)

Manufacturing tolerances apply to all made-to-measure products.

Products shall not be considered defective where dimensions fall within accepted manufacturing tolerances. For shutters, tolerance levels of plus or minus 5mm per individual panel may apply.

Warping of components shall not be considered defective where within accepted industry tolerances.

(h)

The Seller recommends products are ordered within normal manufacturing specifications.

Where products are supplied outside recommended size limitations at the Buyer's request, the Seller accepts no liability for any performance issues resulting from those dimensions.

(i)

The Buyer acknowledges that larger shutter panels, bi-fold shutter systems and oversized installations may experience minor operational characteristics due to product size and weight.

Such characteristics shall not automatically constitute a defect where the product remains fully functional.

(j)

Accurate measurements are essential for the successful manufacture and installation of made-to-measure blinds and shutters.

The Seller undertakes to take accurate measurements prior to manufacture.

Any alterations made to the property after final measurements have been taken, including but not limited to plastering, tiling, decorating, replacement window handles, window boards, alarm systems or structural changes, shall be entirely at the Buyer's risk.

The Seller accepts no responsibility for any misfit or installation issue resulting from such alterations.

(k)

All products supplied by the Seller are bespoke and manufactured specifically to the Buyer's requirements.

Once an order has been confirmed and production has commenced, the Buyer shall remain liable for the full order value.

Cancellation rights are governed by Clause 10 of these Terms and Conditions.

(l)

In the event of any accidental damage occurring during installation, the Seller shall notify the Buyer as soon as reasonably practicable and shall be given a reasonable opportunity to inspect and remedy the issue.

The Buyer agrees that the Seller shall be afforded the opportunity to rectify any installation-related issue before any third party is instructed.

The Seller shall not be liable for the costs of third-party repairs unless expressly agreed in writing.

(m)

If the Buyer identifies any defect, imperfection or damage following installation, the Seller must be notified as soon as reasonably practicable.

The Buyer shall permit the Seller reasonable access to inspect the issue and, where appropriate, carry out repairs using the Seller's own personnel or approved contractors.

(n)

Where a complaint, warranty claim or installation issue is raised, the Buyer must provide reasonable access for inspection and permit photographs to be taken for assessment purposes.

(o)

The Seller reserves the right to complete installations over more than one visit where necessary due to circumstances beyond the Seller's reasonable control.

The Seller will endeavour to keep the Buyer informed of any changes to installation arrangements.

(p)

Blinds and shutters are designed to provide privacy and light control but are not guaranteed to provide complete blackout conditions unless specifically stated.

Even products marketed as blackout solutions may permit a degree of light penetration around edges, operating mechanisms or installation tolerances.

(q) Warranty

British-made shutters supplied by Isle of Wight Blinds Ltd are covered by a 10-year manufacturer's warranty.

Blinds supplied by Isle of Wight Blinds Ltd are covered by a 5-year manufacturer's warranty.

Warranty coverage is subject to the manufacturer's terms and conditions and excludes damage caused by misuse, accidental damage, neglect, unauthorised alterations, normal wear and tear or circumstances beyond the Seller's reasonable control.

If any issue arises following installation, the Buyer should contact the Seller in the first instance.

(r)

Where the Buyer is not present during surveying or installation, products shall be installed in accordance with the Seller's standard installation practices unless otherwise agreed in writing.

Nothing within these Terms and Conditions affects the Buyer's statutory rights.

(s) Photography and Marketing

During or upon completion of installation, Isle of Wight Blinds Ltd reserves the right to take photographs of installed blinds and/or shutters for quality control, training, marketing and promotional purposes.

Photographs may be used on the Seller's website, social media platforms, printed marketing materials and other promotional content.

No personal information identifying the Buyer will be published without the Buyer's consent.

If the Buyer does not wish photographs of their installation to be used for marketing purposes, they must notify the Seller in writing before or at the time of installation.

The Seller reserves the right to retain photographs for internal quality control and record-keeping purposes regardless of whether marketing consent has been withdrawn.

8. OUR RIGHTS TO MAKE CHANGES

(a)

The Seller reserves the right to make changes to any products supplied where necessary:

- (i) To comply with changes in applicable laws, regulations or industry requirements;
- (ii) To implement minor technical improvements, manufacturing changes or product enhancements that do not materially affect the appearance, performance or intended use of the product.

(b)

Where a significant change is required that may materially affect the product ordered, the Seller will notify the Buyer as soon as reasonably practicable.

If the proposed change is not acceptable, the Buyer may cancel the affected order and receive a refund of any monies paid in respect of products not yet supplied.

9. YOUR RIGHTS TO MAKE CHANGES

(a)

If the Buyer wishes to make changes to an order, they should contact the Seller as soon as possible.

The Seller will advise whether the requested change is possible and whether any additional costs, revised lead times or other amendments may apply.

(b)

If manufacture has commenced, changes may not be possible due to the bespoke and made-to-measure nature of the products.

(c)

Any variation to an order shall only become effective once confirmed by the Seller in writing.

10. YOUR RIGHTS TO TERMINATE THE CONTRACT

(a)

All blinds and shutters supplied by Isle of Wight Blinds Ltd are bespoke, made-to-measure products manufactured specifically to the Buyer's requirements.

(b)

Once an order has been confirmed and production has commenced, the Buyer has no right to cancel the order.

(c)

This is in accordance with the Consumer Contracts Regulations 2013, which exclude cancellation rights for goods that are made to a consumer's specifications or are clearly personalised.

(d)

Nothing within these Terms and Conditions affects the Buyer's statutory rights in relation to faulty goods or services.

11. OUR RIGHTS TO TERMINATE THE CONTRACT

(a)

The Seller may terminate the contract at any time by giving written notice if:

(i) The Buyer fails to make payment when due and fails to remedy the situation within 14 days of receiving a reminder;

(ii) The Buyer fails to provide information reasonably required to fulfil the order;

(iii) The Buyer fails to allow delivery of the products within a reasonable period;

(iv) The Buyer fails to provide reasonable access for surveying, installation, inspection or remedial works.

(b)

Where manufacture has already commenced, the Seller reserves the right to retain all monies paid and seek recovery of any additional costs incurred as a result of the termination.

(c)

The Seller may discontinue a product range, supplier line or service at any time.

In such circumstances, the Seller may offer a suitable alternative product or provide a refund for any sums paid in respect of products that can no longer be supplied.

(d)

Termination of the contract shall not affect any rights or obligations accrued prior to termination.

(e)

Any provisions intended to survive termination shall continue in full force and effect.

12. JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

The Buyer and Seller agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising from or connected with the contract.

Nothing in this clause shall prevent either party from seeking alternative dispute resolution where appropriate.

13. WARRANTY

British-made shutters supplied by Isle of Wight Blinds Ltd are covered by a 10-year manufacturer's warranty.

Blinds supplied by Isle of Wight Blinds Ltd are covered by a 5-year manufacturer's warranty.

Warranty coverage is subject to the manufacturer's terms and conditions and excludes:

- Misuse
- Accidental damage
- Neglect
- Improper operation
- Unauthorised repairs or alterations
- Fair wear and tear
- Damage caused by external factors beyond the Seller's control

The Seller must be notified promptly of any issue arising during the warranty period.

The Seller reserves the right to inspect any alleged defect prior to approving any repair, replacement or warranty claim.

14. WEBSITE CONTENT AND PRODUCT IMAGERY

Whilst every effort is made to ensure information displayed on the Seller's website is accurate, product specifications, colours, finishes and designs may vary slightly from those shown.

Photographs displayed throughout the website may include supplier imagery, professional photography, customer installations and illustrative images used to demonstrate product styles and applications.

Actual products supplied may vary slightly due to manufacturing tolerances, material characteristics, lighting conditions and screen display settings.

Website content is provided for general guidance only and does not form part of any contract unless specifically incorporated into the Buyer's quotation or order documentation.

COMPANY INFORMATION

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