

# Terms & Conditions

1<sup>st</sup> Choice Blinds Edinburgh. correct as of March 2016

By using our site or home orders instalation you are acknowledging that you have read, understood and agree without any limitation and qualification, to be bound by our terms and condtions.

## **Terms & Conditions of contract: 1<sup>st</sup> Choice Blinds Edinburgh**

### **1: General**

1.1 1<sup>st</sup> Choice Blinds reserves the right to change the terms and conditions at any time and any such changes will take affect when posted on the site [www.1stchoiceblindsedinburgh.co.uk](http://www.1stchoiceblindsedinburgh.co.uk). It is your responsibility to check the terms and conditions for any changes, by using our website [1stchoiceblindsedinburgh.co.uk](http://1stchoiceblindsedinburgh.co.uk) you are accepting our terms and conditions.

### **2: Privacy**

2.1<sup>st</sup> Choice Blinds takes customers privacy very seriously and never stores personal details anywhere other than on customer order forms, your details are never shared with any third parties.

### **3: Prices**

3.1 The price stated at the time of the sale once agreed is none negotiable.

3.2 All orders require a deposit unless we 1<sup>st</sup> Choice Blinds. agree to process the order without a deposit.

3.3 All prices are in sterling.

3.4 If you wish to alter your order between quote and manufacture the quote may vary depending on the changes requested, in which case a new quote will be issued.

3.5 Once the order is confirmed and the contract is signed the products selected cannot be changed or altered in any way, nor can products be added too and no part of the order can be cancelled without the agreement of senior management of 1<sup>st</sup> Choice Blinds.

### **4: Cancellations**

4.1 You cannot change or cancel your order if the goods you have ordered are manufactured, measured or custom-made to your requirements or specifications, as these goods will not be re-saleable by us. We regret that once your order has been accepted by us in relation to such goods and entered on our manufacturing process we are unable to accept any changes to these goods or cancellation of your order. If prior to delivery you do wish to change your order or cancel it after we have accepted it, and it has not already been entered on our manufacturing system, please contact us as soon as possible by e-mail or on our showroom telephone and we will try to assist you. Our acceptance of cancellation of your order if it has not already been put into production will be subject to retention by us of a handling charge equal to 30% of the price paid for these custom-made goods. The balance of the price paid will be reimbursed to you within 30 days of notification of cancellation by issuing & posting out a cheque. If the Blinds have been fully manufactured or fitted the customer shall pay 100% of the total order. The customer authorises 1<sup>st</sup> choice blinds to debit there account for the total amount owed.

4.1 We reserve the right to cancel the contract or decline your order if:

4.1.1 We have insufficient stock of the fabric or product required to manufacture and/or supply the Goods you have ordered; or

4.1.2 Any of the goods in your order was listed at an incorrect price due to a typographical error or an error in the pricing information made by us and/or received by us from our suppliers.

4.2 Before cancelling your order we will do our best to source and offer you suitable alternative goods of a similar style and quality, but you are not obliged to accept them.

4.3 If we do cancel your order we will notify you as soon as possible and will credit to you any payment already made to us relating to your order - by cheque. Although we appreciate that you may be disappointed in such circumstances we will not be able to offer you any compensation for disappointment you may suffer.

4.4 If the goods or the fabric you order are unavailable 1<sup>st</sup> Choice Blinds will notify you as soon as possible and suggest a suitable replacement.

### **5: Delivery**

5.1 All product delivery dates are estimated and not guaranteed. Standard turnaround on made to measure products is 10-14 working days. We always endeavour to advise customers of a realistic estimated delivery date, which may be subject to change. Should the estimated delivery date change 1<sup>st</sup> Choice Blinds will always try to notify you.

5.2 All goods made by our suppliers/ manufacturers are subject to delivery delays which are beyond the control of 1<sup>st</sup> Choice Blinds. Such delays are rare and should we be notified of such delays we will notify you as soon as possible.

### **6: Installation**

6.1 Installation dates are only provisional, and with notification, may be changed at any time.

6.2 In order for 1<sup>st</sup> Choice Blinds to install blinds and window coverings customers must make space available for the fitter and remove any objects obstructing access to the installation area. Failure to do so could result in

installation delays which may result in an additional fitting charge.

6.3 1<sup>st</sup> Choice Blinds are not responsible for any changes made to the installation area after the final measurements before ordering are taken. All products are made to measure to the nearest millimetre and any plastering, painting or other changes that are made between ordering and installation are at your own risk. It is the customers final responsibility to ensure and window escapes etc are suitable for the blinds chosen.

6.4 1<sup>st</sup> Choice Blinds cannot be held responsible for any fixtures to which blinds and window coverings are installed within, such as poor quality wood, brick or plaster. Or Tilt and turn windows.

#### **7: Delays**

7.1 All goods made by ourselves or by our suppliers/ manufacturers are subject to manufacturing delays, which are beyond the control of 1<sup>st</sup> Choice Blinds. Though such delays are rare, they are inevitable and 1<sup>st</sup> Choice Blinds will notify you as soon as possible of any such delays.

7.2 Delays are disappointing and we will do all we can to minimise any delays, but in the rare occurrence of a delay no compensation will be offered by 1<sup>st</sup> Choice Blinds.

#### **8: Specification of Goods**

8.1 All sizes and measurements stated on documents in relation to goods are for the use of 1<sup>st</sup> Choice Blinds and are approximate only.

8.2 These sizes are not necessarily the final goods size.

#### **9: Payment**

9.1 All goods remain to property of 1<sup>st</sup> choice Blinds until paid for in full.

9.2 All prices stated are in pounds sterling.

9.3 Payment can be made by the following methods: cash, credit or debit cards or Bacs.

9.4 All card payments, whether debit card or credit card, are subject to a handling and processing fee of 3% of sale amount. This additional fee is non-profit of 1<sup>st</sup> Choice Blinds, and 1<sup>st</sup> Choice Blinds receives no additional monies from this 3% fee.

9.5 Any remaining balance must be paid for at the time of installation and no customer shall be entitled by any reason of any alleged minor defects to withhold any payment. The customer authorises 1<sup>st</sup> choice blinds to debit their account for the final balance..

#### **10: Returns / Cancellations after installation**

10.1 Any damaged goods or incorrect orders must be reported on the day of installation, after this time we accept no responsibility.

10.2 Mechanical faults must be brought to our attention as soon as you become aware of the fault, only faults that develop within 60 months of installation are the responsibility of 1<sup>st</sup> Choice Blinds. We will endeavour to repair such faults at our earliest convenience, however this may be as long as 30 days from notification of the fault.

10.3 All goods have a 60 month warranty from date of manufacture, any mechanically faulted goods which are beyond repair and under warranty will be replaced by 1<sup>st</sup> Choice Blinds. In such circumstances we cannot guarantee an exact product match as materials, fabrics and components can vary within the 60 month warranty period and in very cases may be discontinued.

10.4 We accept no responsibility for damages caused by the customer, however 1<sup>st</sup> Choice Blinds will try to assist you to rectify any damages customers have caused. Should a customer make a fraudulent claim of a manufacturing fault legal action may be taken.

10.5 Aesthetic flaws and faults are not considered urgent when the product still functions. We will inspect the goods accordingly. 1<sup>st</sup> Choice Blinds Edinburgh.