Terms and Conditions of Sale – Channel Blind Company

1. These Terms and Conditions shall be the ONLY conditions relating to the sale of goods, services and/or materials by the Company. Any amendment, addition or variation to these conditions will only be considered binding upon agreement in writing by the Company's Management.

2. All goods remain the sole property of the Company until full settlement of issued invoice and we reserve the right to repossess the goods in the case of default by the Customer.

3. The Company may change the specification of the goods required to conform to any statutory safety or any other applicable requirement. Orders are individually processed and materials not used in their intended location cannot be credited or reprocessed by the Company.

4. All orders with a value of over £500.00 are liable to a minimum deposit of 50%. This deposit shall be forfeited to the Company on account of damages in the event of the Purchaser's breach of Contract. The Company's right to damages shall not be limited to the monies paid by the Purchaser but to the total loss suffered by the Company resulting from the breach whichever is greater. The balance of the purchase price together with the price for any agreed variations or additions shall be payable by the Customer forthwith upon substantial completion of the installation or delivery. All invoices carry interest at the current base rate unless settled within 7 days.

5. The quantity, quality and description of, and any specification for the goods, shall be those set out in the quotation (if accepted by the Customer). Development is continuous and the customer shall have the benefits of any changes made to design specifications up to the time of completion of the manufacturing process. Any alteration required to the order after manufacture shall be deemed to constitute a separate contract.

6. All goods sold by us are by sample. Typical quality of merchandise is represented by display models available for inspection at our showroom. With our policy of continual development any improvement, minor detail changes may be made between items in the showroom, and those currently being used, if there are any precise points of detail required, these should be specifically noted on the Contract.

7. Any period or date for delivery is an estimate only and the Company shall not be liable to the customer for any delay. The Company shall endeavour to deliver as stated and the customer shall make all arrangements necessary to take delivery of the goods.

8. Appointments made for the fitting/delivery of goods are included in the quotation price. Cancellation or alteration of these appointments must be made no later than 24 hours prior to agreed time and date. If the agreed appointment is missed by the Customer the nominal call out charge, currently £35.00 + GST, will be applied to the account.

9. In the event of the Customer requesting a delay in fitting after manufacture. The Company reserves the right to request payment of the outstanding balance; less 10%. The balance being due upon installation.

10. Any goods delivered, collected or sold as 'Supply Only' shall be signed for and deemed by the Company as accepted. Any defects, faults or shortfalls must be notified within 48 hours.

11. Any valid claim in respect of defects shall be remedied by the Company replacing or refitting the goods free of charge. At the Company's sole discretion, refunding to the Customer the price of the good's and the Company shall have no further liability to the Customer.

12. The Company shall indemnify the Customer for a period of 5 years(on selected products) from the date of installation in respect of defective workmanship and defective materials, but no further or otherwise and such indemnity shall be subject to normal maintenance and recommended usage by the Customer and subject to fair wear and tear. During the initial 12 month period the cover is fully inclusive, during months 13 - 60, there is a nominal call out charge currently £35.00 + GST per service required.

13. All sun blind fabrics are designed for specific use in conservatories and windows. All fabrics are tested to the International Standard: BS EN IS0105: 802 (Colour fastness to Light: Xenon arc fading lamp test). Fabric fading will inevitably occur due to fair wear and tear, however performance of the blinds is unimpaired and fading should not in any way be construed as a fabric fault. As with all decorative fabrics shading variations will occur between batches. Whilst the Company will make every effort to minimize these variations, precise colour matches cannot be guaranteed between fabrics from different batches. With awnings the Company guarantees the size of the Awning. We cannot guarantee the shading area, as this varies due to the house alignment, sun angle and seasonal other variables.

14. No plumbing, drainage, carpentry, plastering or painting is included in the works to be carried out unless specifically listed in this quotation. The Company will not be responsible for damage to any building or part of building on which the job is being carried out or to the material supplied by the Company resulting from faults or deterioration already existing in frame timber, plumbing, plastering, roofing or interior-exterior section of the building.

15. Should it be required, Planning permission is the sole responsibility of the Customer. We will endeavour to assist in any way we can but we will not accept any liability in errors or commissions

16. Unless clearly provided for in the quotation (by sub-contract) the provision of a suitable and safe electrical supply is the sole responsibility of the Customer. The Company cannot undertake any alterations or extensions to the mains circuitry of the installation site. Any connections by the Company will only be to existing 13 AMP sockets.

17. Whilst we MAY accept the cleaning of internal and external sunblinds, we accept no responsibility for the result of the cleaning processes.

18. The Company's acceptance of supply and installation is subject to survey, on the result of which the Company reserves the right to refund any monies and refuse to accept the Customer's order. The cost of moving furniture is not included in your account.

19. Any discounts given can not be used in conjunction with any other offers advertised or promoted by the Company.

20. This Quotation is valid for a period of 30 days from the date of issue. The Company reserves the right to revise the Terms and Conditions and also the quotation after this period.

CH11076 Naidoo

I have read and agree to the Terms and Conditions.

Signature: M. Naidoo Date: 1. 6. 23

£444.15