Order Confirmation

Order No.
05683
Account Number
MCER1001
Order Date
07-02-2023
Cust. Reference
05683

4 Sunbeam Rd
Woburn Road Industrial Estate
Kempston
Bedford
MK42 7BY

Tel/Fax: 01234 841535/01234 840682
Email: sales@concordeblinds.com
Website: www.concordeblinds.com
VAT No: 985 1548 80

Invoice To	Deliver To
Mrs. Su McErlane 18 Waterway Place Houghton Conquest Bedford, MK45 3NU	Mrs. Su McErlane 18 Waterway Place Houghton Conquest Bedford, MK45 3NU

Location	Product	Description	Qty	Net	Total
Patio	Awning	Tortola, Fabric: 338 622 Fossil, Ral 9016 White, Motorised including Somfy IO Motor with 5m Power Cable, Left side motor, Motor Situo 1 Pure IO Remote, Brick, Motorised Fitting inc. Electrician, Straight Valance (180mm)	1	3,746.00	4,495.20

Customer Message:

Approximate Lead Times = Blinds 4 weeks, Curtains & Roman Blinds 6 weeks, Shutters 12-14 weeks.
Please Note: Blackout products will still allow some light bleed down the sides, this varies depending on which product is purchased.
Due to all products being bespoke, once an Order is placed, the full order total will be due prior to the installation/collection of the order.
More information is available at www.concordeblinds.com

Discount:	**£374.60**
Subtotal:	**£ 3,371.40**
VAT:	**£ 674.28**
Payments:	**£ 4,045.68**
Total:	**£ 0.00**

Payment information

Full payment of an Order at the time of placement is preferred. We can also accept a minimum deposit of 50% to secure an order. Any payment is taken as an acceptance of our terms and conditions. The remaining balance is due prior to completion of the Order.

Payment by Bacs - Acc Name: Concorde Blinds Direct Ltd, Sort Code: 40-26-32, Account Number: 31293818.
Payment by Card – Call the office on 01234 841535 using your Order No. as reference
Payment by Paypal – Search @concordeblinds on your Paypal app.

Please provide quote/invoice number on all payments.

Terms and Conditions of the Sale and Supply of Goods

These terms and conditions apply to all goods you buy from us. We have written them in plain English to make sure that you fully understand your rights as one of our valued customers. Your order whether placed in our showroom, via a sales representative, via phone or email is subject to these terms and conditions, so it is important that you read them carefully.
We do not seek in any way to limit your statutory rights as a consumer in any way in these terms and conditions.

1. Definitions
• We use the following defined terms throughout these terms and conditions to avoid repeating ourselves and to make them easier for you to read and understand:
• 'Goods' means the curtains, blinds or other window furnishings / products supplied by us which are the subject of your Order.
• 'Order' means an order made by you for the supply of Goods.
• 'Order Form' means our internal ordering process, in particular the details noted on our order forms, of which you can request a copy if this has not been issued.
• 'Price' means the price of the Goods, plus any fitting/delivery charges.
• 'Sales Literature' means all brochures, drawings, descriptive matter, specifications, and websites used by us to advertise and promote the Goods.
• 'You' means the person ordering Goods from us.
• 'We' means Concorde Blinds Direct Ltd. (4 Sunbeam Road, Woburn Road Industrial Estate, Bedford, MK42 7BY). "us" and "our" shall be construed accordingly.

2. Ordering
• We accept order confirmation in the form of payment (deposit or full payment), signature on paperwork, email confirmation, or in some cases a request to proceed with an order over the phone is also accepted.
• Once we have accepted your Order, a binding contract for the supply of Goods exists between us (a 'Contract'). If we fail to confirm our acceptance of your Order for any reason, our acceptance will be deemed to have occurred when we process the Order.
• Due to all products being bespoke, once an Order has been placed, the full order total will be due prior to the completion of the order.
• Our respective cancellation rights are outlined at conditions 4 and 5.

3. Price and Payment
• The Price will be the price shown on the Quotation, Order Confirmation or Invoice and will include show all taxes applicable.
• We prefer to take full payment of an Order at the time of Order placement. We can also accept a minimum deposit of 50% of the order value to secure an order.
• This full payment or deposit is taken as an acceptance of our terms and conditions with the full order total due prior to the completion of the order.
• Our preferred method of payment is by bank transfer, card payment, or via PayPal. We will also accept cash and cheque payments, however, if possible, we would encourage one of our preferred payment methods.
• In accordance with PCI-DSS (Payment Card Industry Data Security Standards), we guarantee to protect all cardholder data and dispose securely the data as soon as payment has been processed.
• It is important to note that legal ownership, or title, to the goods will not pass from us to you until payment has been received for the goods in full. We reserve the right to enter your premises to repossess the goods if the agreed conditions are not met.

4. Cancellations or Amendments by You
• As a consumer, you have a legal right to cancel a Contract under the Consumer Rights Act 2015. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
• However, this cancellation right does not apply in the case of: any made-to-measure or custom-made Goods. This includes any blinds, curtains, shutters, soft furnishings, or upholstery. Whilst you do not have the right to cancel your made to measure order we do still want to be entirely reasonable with you. If you have changed your mind before your Goods have been dispatched, please contact us as soon as possible, as we may still be able to halt the production process. In this instance, we may be able to refund you what you have paid less whatever costs we have already incurred in processing and manufacturing your Order, but we cannot guarantee it.
• If we do agree to refund your order, there will be a minimum administration cost of 20% of the order value or a £20.00 charge, whichever is greater. This charge will be waived if you re-order goods at the same time as cancelling.
• If a change needs to be made to an order, we demand written confirmation of changes required. We will then do our best to provide these changes, however this cannot be guaranteed as once the order has been placed, the Goods go into production immediately.

5. Cancellations or Amendments by Us
• We reserve the right to cancel the Contract or decline your Order if:
• We have insufficient stock of the fabric or product required to manufacture and/or supply the Goods.
• Any of the Goods were listed at an incorrect price due to a typographical error or an error in the pricing information provided by us and/or received by us from our suppliers.
• If we do cancel your Order, we will notify you as soon as possible and will credit to you any monies you have already paid us relating to your Order within 30 days of your Order. 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.

6. Product Descriptions
• The product information and photographs contained in our Sales Literature are provided for illustrative purposes only and we cannot warrant that they are accurate. We would always recommend that you view the samples in our showroom or request a sample.
• Whilst every effort is made by us to ensure that Goods sold and delivered to you match in every respect any sample or description we may have shown or given or sent to you, minor or immaterial variation or change in colour or pattern between the sample or description and the Goods delivered shall not entitle you to reject the Goods nor to claim any compensation for such variation or change.
• Blackout blinds or curtains are made using blackout fabric or lining. Even though the fabric is made from blackout material, there may still be light bleed from the sides, top and bottom of the product due to the fittings and/or the window recess. Depending on the product , there may also be light bleed through some stitch lines on the product.
• Full blackout products are available, but this must be requested at the time of enquiry.

7. Measurements
• We provide a free measure and quotation service within a reasonable distance from our head office. If we feel a request is made to travel an excessive distance to carry out a measure and quotation service, we reserve the right to add a charge for this service.
• If you provide your own measurements, it is very important that these measurements are accurate. We cannot accept the return of the Goods if the measurements you have provided us are incorrect as we are unable to resell the Goods. If you would like guidance on how to take the required measurements accurately, please contact us directly and we will be pleased to help you. Our website also has measuring guides and advice.

8. Delivering Your Goods
• We aim to deliver your Goods to the address you have provided on the Order Form for delivery or installation within the specified approximate lead time on your Order.
• If we give you a specific date on which we expect to deliver the Goods, whilst we shall use all reasonable endeavours to meet that date, it is an estimate only and is subject to change. We do our best to secure delivery within the period quoted but shall not be liable for loss occasioned by delay in delivery or arising out of any cause beyond our control. We also advise not to take specific time off work to wait for a delivery or one of our Fitting team.
• Our fitters are trained to install your products, but it is your responsibility to ensure easy access to the room(s) we are to work in. We request that there is sufficient space in front of the windows to enable the fitters to assemble and install the products. This includes clearing windowsills and worktops of pictures and ornaments; we will not be held responsible for damages caused as a result of the area not being clear before arrival.
• We will use our experience and best judgment to avoid any hidden services within your walls and appreciate any knowledge of your property to assist before we start drilling. We will not be held responsible should we accidentally hit a service e.g. water, electricity or gas.
• We will also not be responsible for any accidental damage to the area that we are installing, this includes cracked tiles or glass, blown plaster etc. We use the best quality tools to avoid these instances and appreciate advice on the area that we are fixing to e.g. tile composition.
• There may be the need to touch up the paintwork after installation as we do not rectify existing or accidental damage to any tiling, plastering, or decoration as part of our order.
• If collecting your Goods, we advise you do not book or arrange for a fitter to install your blinds or curtains until the order has been delivered and you have checked it is complete with no items missing.
• Ownership of, and risk in, the Goods will pass to you once they have been delivered to you. If you return the Goods, ownership of, and risk in the Goods returned will pass to us on receipt of the Goods by us.
• If more than one item is ordered we will aim to deliver in one instalment, unless otherwise agreed.
• You have 10 days from receipt of your goods to report any damages due to manufacturing or the delivery process.
• All lead times provided are approximate. We endeavour to keep to these lead times however due to a variety of circumstances including stock availability, manufacturing or installation delays, these lead times are subject to change.
• We aim to keep the customer notified of any extension to these lead times where possible.

9. Warranty
• As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice on these rights is available from the Citizen's Advice Bureau or Trading Standards offices. Nothing in these terms will affect these legal rights.
• In addition to any statutory rights you may have, we warrant that all Goods sold to you will be free from defects in material and workmanship for a period of 12 months from delivery of the Goods to you and that they will correspond with their specification in the Order Form and approximately with the description given by us.
• A fault or defect will only be considered if clearly visible when stood 1 metre away. If it is necessary to inspect closer than this and magnify the area, we have the right to inspect ourselves and reject the issue raised.
• Any fault or defect raised will be investigated fairly and rectified as urgently as possible. Under no circumstance will we be expected to offer compensation or a reduction to the agreed Price.
• If the Goods are defective on delivery, or a defect arises within the following 12 months, we will inspect the Goods, provided you have first contacted us giving details of the defects and we have agreed that the Goods should be inspected. Provided that the Goods have not been modified or subject to misuse or negligence and if it appears to us after we have inspected the Goods that the Goods are defective, we will promptly arrange:
o to repair the Goods and return the repaired Goods to you, free of charge; or
o deliver replacement Goods of similar quality and specification, free of charge; or
o at our sole discretion, arrange for a refund of the Price of the defective Goods.
o We will guarantee to repair, adjust or replace any goods found to be faulty or non-operational. We will always inspect and investigate the issue and present the best solution for rectification.
o On occasion, we may request images of faulty goods to assist with the investigation.
o If the Goods are not defective or are returned to us after the period of 12 months from delivery of the Goods, or they have been modified, misused or the subject of negligence, you will be responsible for the payment of our charges on a time and materials basis in respect of any repairs and return of the Goods which we agree to carry out at your request. We shall be entitled to debit such charge on the debit or credit card which you used to order the Goods or raise an appropriate invoice payable immediately on presentation provided we notify you of the amount of such charges before carrying out the repair.

10. Child Safety
• The 2014 changes to the child safety requirements of BS EN 13120:2009+A1:2014 place an obligation on all in the industry to sell and install compliant products. The requirements affect all homes and all public buildings and possibly some areas of commercial buildings.
• All accumulation/tensioning devices must be installed a minimum of 1.5m from the floor and as near to the top of the blind as possible.
• If a breakaway device is used on a chain, the chain must not hang any lower than 60cm from the floor.
• More information can be provided on request, or at www.makeitsafe.org.uk
• If you refuse to have a safety device fitted when we attempt to install the product we cannot carry on with the installation as the regulations state that we must fit a safe product.
• If the Contract includes Installation, you may not cancel or terminate the Contract if, for any reason, you should decide that you will not allow us to Install any safety device that accompanies the Goods which means that, as a result, we cannot Install the Goods at all.
• We must comply with the Regulations. The Regulations have been introduced to help to prevent accidental death by way of strangulation to young children caused by them becoming entangled in blind cords. We take our obligations under the Regulations extremely seriously. These provide that safety devices supplied with Goods must be fitted by us at the time of Installation otherwise we may be negligent and perhaps be in breach of the Regulations. Therefore, if the Goods contain any safety device, we will fit this device and ensure that we have complied with the Regulations. In the event that you should instruct us that you do not wish to have such a safety device fitted, then we will refuse to Install the Goods. In such an instance, you will be liable to pay us the Price under the Contract. (but this will not affect your legal rights as a consumer in relation to any Goods that are faulty or not as described).
• You agree that you will not treat our refusal to Install the Goods for the reasons above as a fundamental or any breach of the Contract and that you will still be bound under the Contract to take delivery of the Goods.
• For the avoidance of doubt we consider the above clauses to be reasonable in all the 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 or not as described.

11. General Terms
• These terms and conditions make up the whole agreement between you and us in relation to a Contract.
• If a court decides that a condition is not valid, the rest of the conditions will still apply.
• Failure or delay by us in enforcing or partially enforcing any provision of the contract shall not be construed as a waiver of any of its rights under the contract.
• A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
• We shall not be liable to you nor be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Contract, or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control.
• This contract is subject to English law and the exclusive jurisdiction of the English courts.