

## Amended TERMS AND CONDITIONS (Consumer Face to Face Transactions)

### 1. BUYER/SELLER

- 1.1 In these conditions 'the Seller' means Keywest Shutters (is the trading name of Smart Home's Interiors Ltd) and 'the Buyer' means the person, firm or company placing an order for goods or services, which are subject to these terms and conditions.
- 1.2 These conditions of sale together with the particulars contained in the Buyer's order annexed to these conditions together with any special conditions agreed at any time in writing by the Seller constitute the entire contract between the Buyer and the Seller.
- 1.3 A legally binding contract will arise upon the Seller's representative's signature being applied to the order to which these terms are annexed.
- 1.4 Save where otherwise stated in these conditions or in any special conditions agreed in writing by the Seller time shall be of the essence of any periods of time referred to.

### 2. QUOTATIONS

All prices quoted on the Seller's website or by any other person or source prior to the date of the order are superseded by the prices quoted in the order.

### 3. PRICE & PAYMENT

- 3.1 The purchase price for any goods ordered by the Buyer will be subject to VAT at the prevailing rate. The price will include a single delivery to one address within Mainland UK.
- 3.2 By placing an order the Buyer consents to payment being charged to their debit or credit card account as provided on the order form. On signing the order the Buyer is liable for half the purchase price of shutters with the balance due prior to installation.
- 3.3 Failure to pay the balance prior to installation as detailed in Clause 3.2, the Buyer consents that the Seller is authorised to debit the outstanding purchase price of shutters due and owing from their debit or credit card account as provided to the Seller on the Buyer's order form.
- 3.3 Failure to pay the balance prior to installation as detailed in clause 3.2 will result in an additional 50% of the fitting charge being charged to the Buyer.
- 3.4 In the unlikely event of an unsuccessful fitting we will credit the amount not fitted to the Buyer and re-order outstanding goods with the balance due prior to installation.
- 3.5 All orders paid for using a credit card will be subject to an additional 1.5% charge to the overall price of the transaction.

### 4. STOCK SHORTAGES

- 4.1 If the goods ordered are unavailable the Seller will notify the Buyer as soon as possible and suggest a suitable replacement.
- 4.2 The Seller reserves the right to substitute products of a similar description and standard if the requested goods are not available but will use reasonable endeavours to match the order exactly. In the unlikely event of the Buyer receiving a substituted product the Buyer shall be entitled to return the goods for a full refund within 10 working days from the date of delivery should the substituted product not be acceptable and in such a case the Seller shall pay the delivery costs.

### 5. DELIVERY

- 5.1 Delivery times stated are approximate only and time is not of the essence for delivery. Whilst every effort is made to ensure due performance, the Seller cannot accept responsibility for financial loss arising out of delay or failure to deliver by the specified date.
- 5.2 If a Buyer fails to take delivery of the goods or any part of them for any reason whatsoever the Seller will be entitled to charge for redelivery and the Buyer will pay to the Seller all costs and expenses associated with the non-delivery including storage and insurance charges. The balance of the contract price will also become due. Any delay or failure to deliver by the Seller will not entitle the Buyer to refuse delivery or to repudiate the contract and the full price will be payable to the Seller without deduction.
- 5.3 Title to the goods and responsibility for them shall transfer to the Buyer on delivery save that where goods are collected from the Seller by the Buyer or a third party nominated by the Buyer the risk in the goods passes to the Buyer upon collection.
- 5.4 The address for delivery shall be the Buyer's address as stated on the order unless otherwise agreed between the parties in writing.

### 6. RETURNS/CANCELLATION OF YOUR ORDER/FITTING SCHEDULE

- 6.1 The Seller cannot accept responsibility for any damage to the goods or any other deviation from the contracted specification unless reported to the Seller in writing within 7 calendar days following delivery, or following installation if to be carried out by the Seller. The right to bring a claim against the Seller shall lapse upon expiry of this period.
- 6.2 The Seller shall not be liable to the Buyer for short delivery of the goods however caused but will provide the Seller with the outstanding goods as soon as is reasonably practical following notification sent by the Buyer.
- 6.3 Subject to clause 7.1 any defective goods must be returned by the Buyer within 7 days of delivery or installation if to be carried out by the Seller. The Seller will pay the cost of transport of the goods.
- 6.4 The Buyer cannot change or cancel the order once accepted by the Seller if the goods ordered are manufactured, measured or custom made to the Buyer's requirements or specifications, as these goods will not be resalable by the Seller.
- 6.5 The Seller may cancel the contract if the price quoted becomes uneconomic, or if the goods or the finish contracted for becomes unavailable.
- 6.6 If the fitting day is cancelled with less than one working days notice the Buyer will be liable for 50% of the fitting cost on top of what is owed.

### 7. LIABILITY

- All goods are sold to the Buyer on the following conditions:-
- 7.1 All goods should be fully inspected prior to installation. The Buyer must check that the shutters and blinds are in accordance with the purchase order both for colour and design prior to installation. The Seller cannot accept responsibility in circumstances where the Buyer relies upon a representative present at the time of delivery and/or installation and is not present personally. If the client is not on site when a property is surveyed or when the goods are installed the shutters will be fitted in accordance with the Seller's standard practices unless previously agreed to the contrary.
- 7.2 The Seller cannot guarantee precise colour matching against samples. The products are made from a natural material. Minor imperfections not readily apparent at a distance of four feet under ordinary light, will not be accepted as defects. Colour matching of finishing products (eg. paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product.
- 7.3 The Seller cannot guarantee the goods against fading especially as a result of exposure to sunlight where some fading will occur. The goods are not guaranteed against extreme damp or variable conditions.
- 7.4 The Seller reserves the right to withdraw any products and colours at any time including after accepting an order without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.
- 7.5 Save as is inconsistent with statute, under no circumstances, except in respect of death or personal injury caused by the Seller's negligence, does the Seller accept liability for consequential loss, damage, costs or expenses, howsoever arising and any liability for any such consequential loss or damage is hereby specifically excluded. Should a claim be made under this agreement the Seller's liability is limited to value of the order placed by the Buyer.
- 7.6 The Seller gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the Seller. Other installation positions and uses are undertaken at the risk of the Buyer.
- 7.7 Tolerance levels of overall panel specifications are plus or minus 2mm, and the product will not be considered defective if falling within the size range. Warp on any component part, vertical or horizontal, shall not exceed 1mm per 300mm and shall not be considered defective if within this tolerance.
- 7.8 It is recommended that panels be ordered within the Seller's normal specification range. For example, panels above 1800mm in height are ordered with a divider rail, and that single panel widths do not exceed 890mm for wood panels and 750mm for MDF, double hung panels shall not exceed 550mm. The maximum panel length shall not exceed 3000mm. The Seller may exceed the limitation at the Buyer's request, but in doing so the Seller cannot accept responsibility for problems that result.
- 7.9 If the Buyer chooses to install against the Seller's recommendation the Seller accepts no liability for the installation of the goods and any guarantee or warranty is thereby invalidated.

- 7.10 Where the order is based on measurements supplied by the Buyer the Seller cannot accept the return of the goods or any claim for compensation by reason only of the measurements given being incorrect.
- 7.11 Where tracking is used the Buyer accepts that there is a gap of not more than 20mm at the bottom of the shutter and the floor or sill due to the Jam Bracket that is used. There is also a small light gap between the top of the panel and the fascia plate.
- 7.12 The Buyer accepts that the Buyer's openings are not perfectly square and level, that shutters are made as "square and true" and the shutters will be fitted to the best endeavour. Sills that are not level may have that appearance enhanced by the installation of shutters and that it is not the Seller's responsibility to level the shutters to opening's level where that level is not level as measured with a spirit level.
- 7.13 The Buyer accepts that the Seller's products are custom made from wood or compounds of wood materials and may have slight imperfections as made from natural materials. The Buyer accepts that these products are fitted to the best of the Seller's abilities and that there maybe slight imperfections around fixing points and areas of natural wood may have grain or indentations and that these maybe filled. This is normal practice with wood products.

### 8. USE OF CARDS

- 8.1 By placing an order the Buyer authorises the Seller at its discretion to carry out a credit reference or other enquiry upon the Buyer's financial status as the Seller thinks fit and the Buyer agrees to provide such written authorisation as may be required for purposes of such enquiry and in the absence of such authorisation the Seller will be unable to process the Buyer's order.
- 8.2 The Buyer warrants that all details provided on the order form for the purpose of purchasing the goods are correct, that the credit and/or debit card they are using is their own and that there are sufficient funds and/or sufficient unused limit available to cover the cost of the goods.

### 9. REPRESENTATIONS

No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, website pages or by any agent or employee of the Seller shall be interpreted so as to enlarge, vary or override in any way any of these terms or conditions.

### 10. INVALIDITY

If any part of these terms and conditions is unenforceable including any provision in which the Seller excludes liability to the Buyer the enforceability of any other of these conditions of sale will not be affected.

### 11. PRIVACY

The Buyer acknowledges and agrees to be bound by the terms of the Seller's privacy policy.

### 12. THIRD PARTY RIGHTS

Except for the Seller's affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Right 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.

### 13. GOVERNING LAW

This contract is subject to the law of England & Wales and the exclusive jurisdiction of the courts of England & Wales.

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VAT REGISTRATION No. 851 0587 31  
REGISTERED AS SMART HOMES INTERIORS LTD  
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