

We are Hudson Blinds & Shutters Ltd. Our VAT Registration Number is GB 261292317. We are a company registered in England and our company registration number is 10587747. You can contact us by email at sales@hudsonblinds.co.uk or by telephone on 01274 717952.

Our Terms and Conditions of Supply and Fitting Goods are ruled by the requirements of the Consumer Rights Act (CRA) 2015, The Child safety requirements BS EN 13120:2009+A1:2014 and The Alternative Dispute Resolution for Consumer Disputes Regulations 2015.

CONTRACT. If you place an order via e-Mail, telephone or with one of our salespeople, the contract will only be made when a deposit, or full payment, is made.

GOODS. The goods you receive from us must be; of satisfactory quality, fit for common purpose or a purpose made known to us, and must meet descriptions given. Please note that we cannot guarantee a totally 'blackout' solution – we manufacture and sell blinds which have blackout properties (i.e. blackout fabric), however unless a channeled blind is purchased, light will indeed leak around the edges.

SERVICES. If we agree to carry out a service for you, we will ensure that this is carried out using reasonable care and skill.

GUARANTEE. Details of any guarantee that comes with the goods/services you have purchased can be found on <https://hudsonblinds.co.uk/our-guarantee>

CHILD SAFETY. If the goods contain any safety device(s) and/or are to be fitted in accordance with child safety requirements placing an obligation on all businesses to supply and professionally install safe products, then we will be required to fit such device(s). In the event that you should instruct us that you do not wish to have the safety device(s) fitted, we will refuse to install the goods. In such an instance, you will still be liable to pay up to the full price.

MEASUREMENTS. If you are providing your own measurements, ensure they are correct and accurate as we cannot accept the return of made-to-measure goods on the basis that the measurements were incorrectly supplied by you.

INSTALLATION. The price for installation was agreed on the assumptions that; there is going to be one continuous site visit, there is unobstructed access to outside your property for vehicle parking, the area where the goods are to be fitted is unobstructed, surfaces and grounds the goods are to be fixed to are in a good condition allowing us to

easily obtain good fixings and with no objects in the immediate working area, there is no asbestos that we would be likely to come into contact with, and that no items under warranties/guarantees will be invalidated by the installation.

We may make a further reasonable charge for the additional time, costs or materials if these conditions are not met. We are not responsible for any loss or damage to your property that is not foreseeable, unless due to our negligence, or for the cost of repairing any pre-existing faults to your property, or for any damage discovered whilst undertaking the installation. We will not be responsible for carrying out any building work, moving any furniture, clearing access or invalidation of any warranties you do not tell us about in writing before you make your order.

ACCESS. If we have agreed to install the goods for you and you do not allow us access to premises without having a good reason for this, we may charge you additional reasonable costs incurred to us as a result of this. If despite our reasonable efforts we are unable to contact you or to re-arrange access to the premises, we may end the contract and you will be liable to pay us a sum up to the price due under the contract.

PRICE. The price for goods/services is set out in full in the order form and will include VAT, unless stated otherwise. Payments are to be paid as indicated in the e-Mail, over the telephone or via the order form. We require payment in full for all blind orders before the order will be sent into production. For shutters, a 50% deposit is taken to secure the order, which will be deducted from the final payment, and the remaining 50% is due upon installation.

FURTHER CHARGES. If you ordered installation services from us, further charges may apply in case additional and unforeseen circumstances arise. These will always be notified to you in writing. Please note that late payments may incur an interest rate set at 2% a year above Barclays base lending rate accruing on a daily basis from the due date until the actual date that you make the payment.

DELIVERY. The cost of delivery and installation (where applicable) are included in the price when stated. If you have asked to collect the goods from our premises, you can do so during our opening hours when we notify you that the goods are ready. If we are delivering to you and no one should be available to take the delivery at your address, we will leave you a note informing you of how to re-arrange delivery. If you do not re-arrange delivery (or collect the goods from us) within a reasonable

time, we may charge you for storage costs and any further delivery costs. If despite our reasonable efforts we are unable to contact you to re-deliver or arrange collection within a reasonable time, we may end the contract and you will still be liable to pay us the price due under the contract.

DELAY OUTSIDE OUR CONTROL. If delivery/ installation is delayed by an event outside our control, we will contact you as soon as possible and take steps to minimise the effect of the delay. Provided we do this, we will not be liable for any delays caused by the event, as long as the goods are still supplied within a reasonable length of time.

YOUR RIGHT TO CANCEL.

a) You may cancel a contract if we have told you about a pricing error or an error with a description of the goods stated by us and you do not wish to proceed, if there is a risk that supply may be significantly delayed which is within our control, or you have a legal right to end the contract because of something we have done wrong.

b) If we miss the delivery/installation deadline for any of the goods, you can treat the contract as at an end only if; we have refused to deliver the goods due to a reason within our control and without providing a reasonable timeframe to re-deliver/re-install.

We will then refund your money you have paid for the cancelled goods and the delivery and installation. Goods already delivered to you must be returned to us at our expense or you must allow us to collect them at our expense.

OUR RIGHT TO CANCEL.

a) We may end the contract at any time in writing to you (including e-Mail) if payment due to us was still not made within 7 days of us reminding you it is due, or if you do not, within a reasonable time; allow us to deliver the goods to you, collect the goods from us, or allow us to install the goods (if this was agreed). You will then be in the breach of the contract and still liable to pay us the price due under the contract.

b) If your order is accepted and processed and a pricing error that is obvious, unmistakable and could have been recognised by you as being so occurs, we reserve the right to terminate the contract and refund any sum of money you have paid to us.

LIABILITY. We will not be responsible for any loss or damage that is not foreseeable, unless due to our negligence. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you placed the order,

both we and you knew it might happen, e.g. if you discussed it with us before placing your order.

THIRD PARTIES. The contract is between you and us. No other person shall have any rights to enforce any of its terms.

COMPLAINTS. You should inspect the goods and any installation work once installed and contact us if you believe there is a problem. You can phone us or e-Mail to inform us of any issues. We will respond to your complaint as soon as possible. In the event that we are unable to resolve the matter to your satisfaction, you may refer the complaint to the British Blind and Shutter Association's Mediation Service if you are seeking rectification only or through Small Claims Court.

OWNERSHIP AND RESPONSIBILITY FOR GOODS. The goods supplied/installed by us will become your property once we have received payment for them in full. The goods become your responsibility from the time; they were delivered to the address you gave us, you collected the goods from us, or the time we pass the goods to any third party organised by you.

LEGALITY. English law governs the contract although you can bring proceedings in England, Scotland, Wales or Northern Ireland if you live in those countries.