

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

This contract sets out:

- your legal rights and responsibilities
- our legal rights and responsibilities, and
- certain key information required by law

This contract is used for when you and we enter into a contract in your house.

In this contract:

- 'We', 'us' or 'our' means Austin Interiors Limited (CRN: 11213044) under the trading style Future Blinds UK, and
- 'You' or 'your' means the person buying goods from us

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- e-mail: sales@futureblindsuk.co.uk Monday to Friday 8am to 8pm and
- telephone: 07939 590902 Monday to Friday 8am to 8pm.

1 Introduction

1.1 If you buy goods and/or services from us you agree to be legally bound by this contract.

1.2 When buying any goods you also agree to be legally bound by:

1.2.1 our Terms and Conditions and any documents referred to in them; and

1.2.2 specific terms which apply to certain goods. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply

All these documents form part of this contract as though set out in full here.

2 Information we give you

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information on paper before you buy the goods from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 17).

Information we will give you

We will give you information on:

the main characteristics of the goods you want to buy

who we are, where we are based and how you can contact us

the total price of the goods including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price)

all additional delivery charges (or where this cannot reasonably be worked out in advance, the fact that such additional charges may be payable)

the arrangements for payment, delivery, performance, and the time by which we will deliver the goods

how to exercise your right to cancel the contract and the costs of doing so

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our **Privacy Policy**, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.2 Our Privacy Policy is available at <https://www.futureblindsuk.co.uk/policy.html>

4 Ordering goods from us

- 4.1 Below, we set out how a legally binding contract between you and us is made:
- 4.1.1 Any quotation given by us before you make an order for goods is not a binding offer by us to supply such goods.
- 4.1.2 When you decide to place an order for goods with us, this is when you offer to buy such goods from us.
- 4.1.3 When you place your order with our representative, he or she will acknowledge it in person. This acknowledgement does not, however, mean that your order has been accepted.
- 4.1.4 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:
- (a) the goods are unavailable
 - (b) we cannot authorise your payment
 - (c) you are not allowed to buy the goods from us
 - (d) we are not allowed to sell the goods to you
 - (e) you have ordered too many goods
 - (f) there has been a mistake on the pricing or description of the goods
- 4.1.5 We will only accept your order when our representative confirms this to you in person during your consultation . At this point:
- (a) a legally binding contract will be in place between you and us, and
 - (b) we will deliver the goods to you and fit them

5 Right to cancel this contract

- 5.1 You have the right to cancel this contract within 14 days without giving any reason.
- 5.2 The cancellation period will expire after 14 days from the day on which the contract is made in accordance with clause 4.1.5.
- 5.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To Austin Interiors Limited, 323 Wigan Road, Deane, Bolton, BL3 5QU (e-mail sales@futureblinksuk.co.uk):

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

- 5.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired
- 5.5 Please note that you cannot cancel the contract completely once we have started to perform the service, or where you have agreed to us starting to perform the services before the end of the 14 days. In such circumstances you will need to pay for the services we have provided to you until the point you cancel the contract.

- 5.6 If your goods are bespoke and made-to-measure to your requirements, they will fall into the category of tailor-made products under the Consumer Contracts Regulations 2013 and you will not therefore be able to cancel your order for any goods once placed, provided that this will not affect your legal rights as a consumer in relation to bespoke and made-to-measure products that are faulty or not as described.

6 Effects of cancellation

6.1 Subject to clause 5.5:

- 6.1.1 if you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- 6.1.2 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 6.1.3 We will make the reimbursement without undue delay, and not later than:
- 6.1.3.1 14 days after the day we received back from you any goods supplied, or
- 6.1.3.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- 6.1.3.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract
- 6.1.4 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 6.1.5 If you have received goods:
- 6.1.5.1 you shall send back the goods or hand them over to us to 323 Wigan Road, Deane, Bolton, BL3 5QU, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired
- 6.1.5.2 you will have to bear the direct cost of returning the goods
- 6.1.5.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods

7 Delivery

- 7.1 Our representative will let you know the estimated date for delivery of the goods. .
- 7.2 If something happens which:
- 7.2.3 is outside of our control, and
- 7.2.4 affects the estimated date of delivery
- we will let you have a revised estimated date for delivery of the goods.
- 7.3 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 7.4 If nobody is available to take delivery, please contact us using the contact details at the top of this page.
- 7.5 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 7.6 We do not make deliveries to any addresses outside of the UK.
- 7.7 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with our representative or check the Confirmation E-mail (see clause 4.1.5).
- 7.8 You will supply us with such information, rights of access and mains electricity that we may reasonably require in order to deliver the goods and perform the services.

8 Payment

- 8.1 A non refundable deposit of 50% of the total cost of the goods ordered in this contract is to be paid on the date of this contract.
- 8.2 You shall be invoiced on the date of delivery and fitting of the goods.
- 8.3 You shall pay the amount owed on the invoice within 24 hours of receipt of the invoice.

- 8.4 We accept cash and bank payments to: Account Name – Austin Interiors Ltd : Sort Code – 01-01-97 -: Account – 21339945. We do not accept cheques.
- 8.5 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 8.6 If the balance due is not paid on the due date we may charge interest to you on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.7 Nothing in this clause affects your legal rights to cancel the contract during the ‘cooling off’ period under clauses 5 and 6.
- 8.8 The price of the goods:
- 8.8.3 is in pounds sterling (£)(GBP)
 - 8.8.4 includes any VAT at the applicable rate
 - 8.8.5 does not include the cost of delivering the goods.

9 Title

- 9.1 Title to the goods will pass to you once we have received payment in full for the goods.
- 9.2 Until title to the goods has passed to you, you will:
- 9.2.3 hold the goods as bailee for us;
 - 9.2.4 take all reasonable care of the goods and keep them in reasonable condition;
 - 9.2.5 provide us such information concerning the goods as we may request from time to time.

10 Installation and services of the goods

- 10.1 You should inspect the goods and any installation work on the day the work is completed.
- 10.2 We do not offer a call back as part of our services and you should raise any problems on the day the work is completed.
- 10.3 Relevant laws and legislative and regulatory requirements have been introduced to reduce the strangulation risk to small children posed by looped blind cords. These laws, legislation and regulations make it mandatory that all blinds should be fitted with appropriate safety devices. If at the point of fitting you refuse to have such a safety device fitted, then we will be unable to install the goods you have ordered. In such circumstances you will remain liable for the full cost of the goods ordered and you agree that you will not treat our refusal to install the goods as a fundamental breach of the contract and you will remain bound under the contract to take delivery of the goods. For the avoidance of doubt, we consider this clause 10.3 to be reasonable in all circumstances given the current legal, legislative and regulatory requirements. This will not affect your legal rights as a consumer in relation to any products that are faulty.

11 Nature of the goods

- 11.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as ‘statutory rights’), for example, the goods:
- 11.1.3 are of satisfactory quality
 - 11.1.4 are fit for purpose
 - 11.1.5 match the description, sample or mode
 - 11.1.6 are installed properly (if we install any goods)
- 11.2 We must provide you with goods that comply with your legal rights.
- 11.3 While we try to make sure that all weights, sizes and measurements set out in our brochure are as accurate as possible, there may be a small variation in such weights, sizes and measurements in the blinds
- 11.4 Any goods sold:
- 11.4.3 at discount prices
 - 11.4.4 as remnants
 - 11.4.5 as substandard

will be identified and sold as such. Please check that they are of a satisfactory quality for their intended use.

11.5 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:

11.5.3 we will let you know if we intend to do this but this may not always be possible

11.5.4 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for

11.6 For the avoidance of doubt, no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of ours and no representation (written or oral), correspondence or statement separate to the order form and this contract shall form part of this contract.

12 Warranty

12.1 We provide the following warranty for the goods that you have ordered from us:

We warrant that the product will be free from any defects in design, workmanship, construction or materials for 6 months from the date of purchase. Any additional warranties described in the specification document are manufacturer's warranty only. Your statutory rights are not affected.

13 Faulty goods

13.1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of some of your key rights. For more detailed information on your rights and what you should expect from us, please contact us using the contact details at the top of this page.

13.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

13.3 Please contact us using the contact details at the top of this page, if you want:

13.3.3 us to repair the goods

13.3.4 us to replace the goods

13.3.5 a price reduction

13.3.6 a refund

14 Your obligations

14.1 To enable us to perform our obligations under this contract you shall:

14.1.3 co-operate as required with us

14.1.4 provide us with any information reasonably required by us

14.1.5 obtain all necessary permissions and consents (for example landlord's consent) which may be required before we deliver and/or fit the goods

14.1.6 ensure that there is clear access with no obstruction that could hinder our obligations under this contract or when installing the goods at your home. It is a condition of these terms that the area in which the works are to be carried out is cleared of without limitation: pets, plants, furniture and breakable items. If we need or are asked by you or your representative to move any items or obstacles this will be at your own risk and we shall not be liable for any damage or loss caused to the items, obstacles or generally in this regard.

14.1.7 comply with such other requirements as may be set out in the order document or otherwise agreed between us

14.2 You will be liable to compensate us for any loss or expense we incur as a result of your failure to comply with clause 12.1

15 End of the contract

15.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

16 Limit on our responsibility to you

16.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

16.1.1 losses that:

16.1.2 were not foreseeable to you and us when the contract was formed

16.1.3 that were not caused by any breach on our part

16.1.4 business losses

16.1.5 losses to non-consumers

- 16.2 If we are providing services in your property, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover whilst providing the services. In order to install the goods, holes may be made in the fabric of the structure of your property. Whilst every effort and care will be taken during this procedure, no liability is taken for any unforeseen damage for holes left when the goods are subsequently removed by you. We do not undertake structural surveys and no liability shall be accepted where damage is caused by existing structural or other defects of your property. It is your responsibility to ensure that the installation of the products does not breach any leasehold, planning regulations or warranties that you may hold.
- 16.3 If the quality of your wall is not in a fit condition for the installation of the Goods or to carry out the Services noted in the Order, we have the right to refuse to install the goods until you have improved the condition of the wall. In the event that the quality of the wall is not improved, you will remain liable for the full cost of the goods ordered and you agree that they will not treat our refusal to install the goods as a fundamental breach of the contract and you will remain bound under the contract to take delivery of the goods.
- 16.4 Where the Goods have been supplied but not installed, we will not be responsible for any damage to the goods caused as a result of you or any third party attempting to install the goods.

17 Disputes

- 17.1 We will try to resolve any disputes with you quickly and efficiently.
- 17.2 If you are unhappy with:
 - 17.2.1 the goods
 - 17.2.2 our service to you generally
 - 17.2.3 any other matter please contact us as soon as possible.
- 17.3 If you want to take court proceedings, the terms and conditions of this contract are governed by English law and you and we will submit to the non-exclusive jurisdiction of the English courts
- 17.4 The laws of England will apply to this contract

18 Third party rights

- 18.1 No one other than a party to this contract has any right to enforce any term of this contract

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| Signed by Mathew Parkinson for and on behalf of Austin Interior Ltd t/a Future Blinds UK | |
| | Mathew Parkinson |
| | Director |

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|---------------------------|--------------------------------|
| Signed by | |
| <i>name of individual</i> | <i>signature of individual</i> |

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| Job Reference: | |
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