



Terms and Conditions of Sale.
Unit 10 Chevy Chase Court, Seaham Grange Industrial estate, Seaham, County Durham, SR7 0PR. Company registered in England 0202858.

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The Customer's attention is particularly drawn to the provisions of clause 12 (Limitation of liability).

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Business Day": a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Business Hours": the period from 9.00 am to 5.00 pm on any Business Day.

"Charges": the charges payable by the Customer for the supply of the Services in accordance with clause 9.

"Commencement Date": has the meaning given in clause 2.2.

"Conditions": these terms and conditions as amended from time to time in accordance with clause 17.8.

"Contract": the contract between the Supplier and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

"control": has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be interpreted accordingly.

"Customer": the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

"Delivery Date": the date on which the Goods are delivered to the Customer by the Supplier.

"Delivery Location": has the meaning given in clause 4.2.

"Force Majeure Event": has the meaning given to it in clause 16.

"Goods": the goods (or any part of them) set out in the Order.

"Intellectual Property Rights": patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or

extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order": the Customer's written acceptance of the Supplier's quotation for the supply of Goods and/or Services.

"Product Characteristic Guidance": the product characteristic guidance published from time to time by the British Blind and Shutter Association, the most up to date version at the date of this Agreement being made available by the Supplier on its website at <https://homefairblinds.com/bbsa-documents>.

"Services": the services supplied by the Supplier to the Customer as set out in the Specification.

"Specification": means:

(a) any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier; and

(b) the description or specification for the Services provided in writing by the Supplier to the Customer.

"Supplier": Homefair Blinds and Shutters Limited registered in England and Wales at Unit 10, Chevychase Court, Seaham Grange Industrial Estate, Seaham SR7 0PR with company number 12201237.

"Supplier Materials": has the meaning given in clause 8.1(g).

"Supplier's Catalogue": the catalogue providing a description of the Goods as set out at Schedule 1.

"Warranty Period": has the meaning given in clause 5.1.

Interpretation:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Subject to clause 2.4, to the extent that any Goods are manufactured or produced in accordance with a bespoke specification of the Customer, the Customer cannot cancel the Order once the Order has been placed.
- 2.4 Notwithstanding clause 2.3, the Supplier retains the right to approve a cancellation request from the Customer in respect of any Order and to provide the Customer with a full refund.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of three months from its date of issue.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.9 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. Goods

- 3.1 The Goods are described in the Supplier's Catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured or produced in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Supplier's Catalogue and/or the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a job sheet which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**).

4.3 The Supplier shall confirm in writing to the Customer the proposed Delivery Date.

4.4 If the Customer is unable to accept delivery on the date proposed by the Supplier under clause 4.3, then the Customer shall notify the Supplier of that as soon as reasonably possible and the parties shall agree an alternative date for delivery.

4.5 The Customer may cancel a Delivery Date that has been agreed between the parties provided it has notified the Supplier of such cancellation no later than 48 hours immediately preceding the time of 09:00am on the Delivery Date.

4.6 If the Customer within the 48 hours immediately preceding the time of 09:00am on the Delivery Date cancels such Delivery Date that has been agreed between the parties, the Supplier is entitled to charge the Customer any delivery costs it has incurred in respect of such cancellation.

4.7 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.8 The Delivery Date and any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the

Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.9 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.10 If the Customer fails to accept delivery of the Goods on the Delivery Date or within twenty Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the twentieth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.11 If ninety Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, charge the Customer for any shortfall below the price of the Goods.
- 4.12 The Supplier may deliver the Goods by instalments, which it shall invoice and which the Customer shall pay for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:
- (a) conform in all material respects with their description or the Specification (as is applicable);
 - (b) conform in all material respects with the Product Characteristic Guidance;
 - (c) be free from material defects in design, material and workmanship;
 - (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

- (e) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The repairs outlined in clause 5.2, will be carried out professionally and with due care and skill.

5.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises due to circumstances outside of the Supplier's control;
- (d) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (e) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (f) the defect arises as a result of exposure to candles, fire or other naked flames;
- (g) the defect arises as a result of the Customer's windows, glass or glazing not being properly treated with industry standard ultraviolet B protection;
- (h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

- (i) the Goods differ from their description or the Specification (as is applicable) as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(a) to clause 13.1(c); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

6.4 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

7.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's obligations

8.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in either or both the Specification and the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Goods and/or the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to allow for delivery and/or to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to allow for delivery and/or to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for delivery and/or the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for delivery and/or the Services before the date on which the Services are to start;
- (g) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (h) comply with any additional obligations as set out in the Specification or the Specification or both;

- (i) ensure that the Customer or a duly authorised representative of the Customer (who is at least 16 years of age) is present at the Customer's premises on the Delivery Date;
- (j) ensure that any existing blinds at the Customer's premises have been taken down and removed prior to the Delivery Date;
- (k) ensure that the windows, glass and glazing at the Customer's premises are properly treated with industry standard ultraviolet B protection;
- (l) ensure that the windows, glass and glazing at the Customer's premises are easily accessible by the Supplier and/or its representatives on the Delivery Date;
- (m) unless otherwise agreed with the Supplier in writing, ensure that any existing blinds and related fittings at the Customer's premises which are to be replaced by the Goods have been taken down and removed prior to the Delivery Date;
- (n) ensure that the Customer's premises are safe, hygienic and hazard free on the Delivery Date; and
- (o) ensure that any or all pets, children and vulnerable persons are kept safely out of the way of the windows, glass and glazing at the Customer's premises on the Delivery Date.

8.2 The Customer acknowledges that the Supplier will not tolerate the harassment or sexual harassment of its employees, agents, consultants and subcontractors. The Customer therefore undertakes not to engage in any inappropriate behaviour with the Supplier's employees, agents, consultants and subcontractors and the Customer further undertakes to procure that anyone present at its premises on the Delivery Date also complies with this undertaking.

8.3 If the Customer is unable to accept delivery on the proposed delivery date under clause 4.3 or on any subsequent rearranged date under clause 4.4 or in any event within 20 days of the Supplier notifying the Customer that the Goods are ready, breaches any of its obligations under clause 8.1 or the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services and delivery of the Goods until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.3; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and payment

9.1 The Customer shall, on the Commencement Date and in addition to the price and the Charges, pay such deposit amount as the Supplier shall notify to the Customer in writing being no less than 50% of the price for the Goods.

9.2 The price for Goods:

- (a) shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of the Order; and
- (b) shall be inclusive of all costs and charges of packaging, insurance, transport of the Goods.

9.3 Subject to clause 9.4 the Charges for the Services shall be:

- (a) set out on in the Order or as otherwise agreed between the parties in writing; and
- (b) the full and exclusive remuneration of the Supplier in respect of the performance of the Services.

9.4 Where:

- (a) the Delivery Date is the same date as the date proposed by the Supplier under clause 4.3; and
- (b) the Customer has not requested a specific time slot with a duration of less than 3 hours;

there will be no Charges for the Services.

9.5 Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

9.6 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

9.7 The Customer shall pay each invoice submitted by the Supplier:

- (a) in accordance with the terms agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

9.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods or both, as applicable, at the same time as payment is due for the supply of the Services or Goods.

9.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

11. Data protection

11.1 The following definitions apply in this clause 11:

- (a) **Personal Data and processing:** as defined in the Data Protection Legislation.
- (b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).
- (c) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

11.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.3 The Customer's Personal Data shall be processed by the Supplier only in accordance with the Supplier's privacy policy which is available upon request at www.homefairblinds.com/privacy-policy.

12. Limitation of liability

12.1 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.3 Nothing in the Contract limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any liability that legally cannot be limited.

12.4 Subject to clause 12.2 and clause 12.3, the Supplier's total liability to the Customer shall not exceed the price for the Goods and the Charges for the Services.

12.5 The cap on the Supplier's liability under clause 12.4 shall be reduced by:

- (a) payment of an uncapped liability; or
- (b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

12.6 The Supplier is not responsible for losses that occur following delivery and/or the supply of the Services.

12.7 This clause 12.7 sets out specific heads of excluded loss:

- (a) Subject to clause 12.2 and clause 12.3, clause 12.7(b) excludes specified types of loss.

(b) The following types of loss are wholly excluded:

- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

12.8 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.9 This clause 12 shall survive termination of the Contract.

13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- (d) the other party commits a material breach of any of these Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so.

13.2 For the purposes of clause 13.1(d) a material breach means:

- (a) a breach by the Customer of:
 - (i) clause 8; or
 - (ii) clause 9; or
- (b) a breach that has a serious effect on the benefit the non-breaching party would otherwise derive from these Conditions.

13.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) there is a change of control of the Customer.

13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1(a) to clause 13.1(c), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. Consequences of termination

14.1 On termination of the Contract:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. Confidentiality

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 15.2.
- 15.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17. General

17.1 Assignment and other dealings

- (a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

17.2 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: info@homefairblinds.com;

Customer: the email address provided to the Supplier by the Customer in writing.

(b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) By providing the Supplier with the Customer's email address, the Customer confirms that it is happy to receive the service of documents from the Supplier by email. If the Customer does not receive a confirmation email within 48 hours of placing the Order it shall contact the Supplier without delay.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

17.4 **Waiver.**

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.7 **Third party rights.**
 - (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

18.0 Child safety - CHILD SAFETY WARNING

Young children can be strangled by loops in pull cords, chains, tapes and inner cords that operate the product to avoid strangulation and entanglement, keep cords out of the reach of young children.

Cords may become wrapped around a child's neck.

Move beds, cots and furniture away from windows covering cords.

Do not tie cords together.

Make sure cords do not twist and create a Loop.

As part of this Contract all blinds Installed must be fitted with a child safety device in accordance with General Safety Product Regulations and EN 13120.

CHILD SAFETY DEVICE -RECONNECTION In the event that your child safety device is activated and is subsequently disconnected you may need to refer to our Child Safety Device leaflet or alternatively visit our website at www.homefairblinds.com where you will find instructions on how to reconnect the device.

EN 13120 CORD LENGTH REQUIREMENTS The maximum length of cord/chain of a fixed tensioned operating loop can be no more than 1 metre long or the bottom of the loop -a minimum of 1.5m from the floor, both to be fitted with a safety device.

The maximum length of a pull cord can be no more than 1 metre long or a minimum of 1.5m from the floor to the bottom of the pull cord.

A cord/chain Cleat must be fitted at 1.5m from the floor when the fitting height is recorded.