

## **Swiftly Shutters Limited**

### **Terms and Conditions**

1. a) In these conditions “the seller” means Swiftly Shutters 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.
- b) These conditions of sale together with the particulars contained in the buyers order by the seller constitute the entire contract between the buyer and the seller.
- c) 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All prices quoted on the seller’s web site or by any other person or source prior to the date of the order are superseded by the prices quoted in the order.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**

- a) The purchase price for any goods ordered by the buyer will be subject to VAT at the prevailing rate.
- b) By placing an order the buyer consents to payment being charged to their debit or credit card account if provided. The buyer is liable to pay half the purchase price with the balance due on installation.
- c) 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 on installation.
- d) The buyer warrants that all details provided for the purpose of purchasing the goods are correct, that the credit 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.

### **5. DELIVERY**

- a) Delivery times stated are approximate only and time is not of the essence for delivery.

Whilst every effort is made the seller cannot accept responsibility for financial loss arising out of delay or failure to deliver by the specified date.

b) If a buyer fails to take delivery of the goods or any part of them for any reason whatsoever the contract price will 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.

c) 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 risk in the goods passes to the buyer upon collection.

d) The address for delivery shall be the buyers address as stated on the order unless otherwise agreed between the parties in writing.

#### **6. RETURNS/CANCELLATIONS & FITTING SHEDULE**

a) The buyer cannot change or cancel the order once accepted by the seller and beyond the 7 day cooling off period if the goods ordered or manufactured, measured or custom made to the buyers requirements or specifications, as these goods will not be resalable by the seller.

b) The seller may cancel the contract if the price quoted becomes uneconomic, or if the goods or the finish contracted for becomes unavailable.

#### **7. LIABILITY**

All goods are sold to the buyer on the following conditions.

a) All goods should be inspected prior to installation. The buyer must check that the shutters/blinds are in accordance with the purchase order both for colour and design prior to installation. If the client is not on site when a property is surveyed or when the goods are installed the shutters/blinds will be fitted in accordance with the seller's standard practices unless previously agreed to the contrary.

b) The seller cannot guarantee precise colour matching against samples. The products are made from a natural material. 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.

c) 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.

d) The seller gives no warranty as to the fitness of the product supplied for any other 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.

e) It is recommended that panels be ordered within the seller's normal specification range.

If the buyer chooses to install against the seller's recommendation the seller accepts no liability for the installation or the goods and any guarantee or warranty is thereby invalidated.

f) 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.

g) 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 openings level where that level is not level as measured with a spirit level.

h) 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 may be slight imperfections around fixing points and areas of natural wood may have grain or indentations and that these may be filled. This is normal practice with wood products.

## **8. REPRESENTATIONS**

No statement, description or recommendation contained in my catalogue, price list, advertisement, communication. Web site 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.

#### **9. INVALIDITY**

If any 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.

#### **10. PRIVACY**

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

#### **11. GOVERNING LAW**

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

**Company Registered in England No: 10663733**

**VAT registration No: 323906608**

**Registered as Swiftly Shutters Ltd**

**Onega House, 112 Main Road, Sidcup, United Kingdom, DA14 6NE**