

GENERAL BUSINESS TERMS

1. INFORMATION ABOUT US

We are Curtains & Blinds Direct UK Limited (registered in England and Wales under company number 05848976) and with our registered office and main trading address at Devonshire House, 582 Honeygot Lane, Stanmore, Middlesex HA7 1JS (“We”, “Us”, “Our”). Our VAT number is 906 403 449.

2. PRODUCTS

We sell two types of products:

- (a) Products that are made to measure to your specific requirements (“Made To Measure Product”). In respect of these products please note clause 8.1 and 9.2. You should note that minor variations in colour may occur between the sample and the final product.
- (b) Products that are ready for dispatch (“Ready Made Product”).
- (c) In this Contract, a reference to a Product includes the fitting of that Product at the Premises where the Quotation sets out in the description that such fitting is included.

3. YOUR STATUS

By placing an order with Us you warrant that:

- (a) You are legally capable of entering into binding contracts; and,
- (b) you have authority to enter into this contract on behalf of the Customer.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After we visit the Premises at which the goods and services are to be provided, you will receive an e-mail from us enclosing our Quotation and General Terms. Please note that this does not mean that your order has been accepted. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you our Quotation signed on our behalf. The contract between us (“Contract”) will only be formed when we send you the Quotation signed by us.
- 4.2 The Contract will relate only to those Products and fitting confirmed in the Quotation signed by us.

5. AVAILABILITY, DELIVERY AND FITTING

Your order will be fulfilled within the delivery timescales set out in the Quotation, unless otherwise agreed by the parties.

6. RISK AND TITLE

- 6.1 The Products will be at your risk from the time of delivery.
- 6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

7. PRICE AND PAYMENT

- 7.1 The price of any Products and any additional sums such as delivery charges will be as set out in our Quotation.
- 7.2 VAT and delivery costs will be added to the total amount due as set out in our Quotation.

- 7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Quotation signed by us.
- 7.4 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Quotation signed by us, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 7.5 Payment for all Products must be by bankers draft, postal draft , cheque, electronic payment, debit card or credit card. Any charges incurred in connection with the processing of any payment will be payable by you and we will be entitled to include such charges on any invoices raised by us to the Customer.

8. OUR REFUNDS POLICY

- 8.1 When you return a Ready Made Product or a Made To Measure Product (for instance, because you claim that the Product is defective or that a Made to Measure Product does not match the design, colour (other than minor variations in colour) or measurements in your order), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges paid by you (as evidenced by a valid receipt) for sending the item to you and the cost incurred by you in returning the item to us.
- 8.2 We will usually refund any money received from you using the same method and same card originally used by you to pay for your purchase.

9. OUR LIABILITY

- 9.1 We warrant to you that any Product purchased from us is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 9.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.
- 9.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
 - (b) For fraud or fraudulent misrepresentation; or
 - (c) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
- (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of data, or
 - (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this clause 9.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 9.3 or clause 9.4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 9.4.

10. NOTICES

All notices given by you to us must be given to Curtains & Blinds Direct UK Limited at sales@leadinginteriors.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

- 11.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 11.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("**Force Majeure Event**").
- 12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 12.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

13. WAIVER

- 13.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 13.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 13.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 10 above.

14. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

- 15.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 15.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 15.3 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

16. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 16.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 16.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Quotation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

17. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.