

We are **Smart Blinds Aberdeen, 26 Craigmaroinn Gardens,Altens. AB12 3SG**. You can contact us by email at **smartblindsabdn@gmail.com** or by telephone on **01224 891177**.

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 on our website, through a catalogue or by a telephone, the contract will only be made when we send a letter or email confirming we have accepted your order. If you place an order with one of our salespeople (either at our premises or elsewhere), the contract will be made when you sign the order form.

GOODS.

The goods you receive from us must be of satisfactory quality, fit for common purpose or any purpose made known to us, and must meet any description given. Please note that the images of the products we supply in our sales literature or online are for illustration purposes only and we cannot guarantee that these printed/computer-displayed images will reflect the colour of the goods accurately. Our packaging may also vary.

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.

All our Blinds and Shutters come with 1 Year 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. We accept no responsibility for any damage to replastered. Surfaces, we are expecting the plaster to have a good strong bond and accept no responsibility if it chips or cracks.

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 rearrange 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 includes VAT. We currently take full balance. at the time of order, we can if we choose to offer take a deposit, but final balance must be paid before fitting. We will tell you at time of ordering which payment methods we have available

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 The Bank of Scotland 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. 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 (this will be within 30 days unless a different date is agreed with you) and if 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.

You have a right to cancel any standard non made to measure item(s) from your order without giving any reason. You do not have a right to cancel good(s) that have been made to your specification or have been personalised. This also includes made-to measure items, goods that have been cut to size, made to your personal design and also all goods that have been purchased in store. In order to cancel goods, you must inform us of your decision. by letter, by email, or by returning our cancellation form to us within the 14-day period. The cancellation period for supply of applicable goods mentioned on the order form will expire 14 days after you or someone you nominated places the order. The cancellation period for service will end 14 days after a contract is made. If you asked us to begin performance of the service during the cancellation period, you shall pay us an amount that is in proportion to what has been performed up to the time of cancellation, in comparison with the total value of the contract. Following cancellation, you must return the unwanted, cancellable goods at your expense to our address above or we will collect unwanted goods from your premises at your expense.

OUR RIGHT TO CANCEL.

We may end the contract at any time in writing to you (including email) 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.

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.

If we fail to comply with these terms, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking the contract or of our failing to use reasonable care and skill, but we are not 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 as soon as conveniently possible and contact us if you believe there is a problem. You can phone us, email us or write to us using our contact details above to inform us of any issues. We will respond to your complaint as soon as possible. If 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 alternatively pursue through the 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.

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

WINDOWS

It is the responsibility of the customer to ensure that their windows and glass are appropriate for any type of blind chosen. Thermal cracking can happen in glazed units due to the heat build up between the window glass and the blinds. We have no tools to measure window glass thickness or identify the window glass types customers own.

We do not take any responsibility for broken glass that cracked due to environmental effects (such as extreme cold or heat) after being badly installed and/or manufactured and/or were the wrong specs for that room.

When fitting Perfect Fit or INTU blinds it is not always guaranteed that the brackets will slide between the rubber seal and the glass or is it guaranteed when removing the brackets that the seal will return to its original undamaged state. We take no responsibility for any damage to the rubber seals.

WOODEN VENETIAN BLINDS

These are a natural wooden product which may show slight defects or warpage. Any repairs or replacements will be judged by our supplier of the product. Usually, any defects need to be noticeable from approximately 1.5m away.

We do not recommend these blinds in moist conditions, and we take no responsibility for any damage or warpage due to moisture or extreme heat, e.g., heat built up from window or radiator/heater under blind.

FAUXWOOD VENETIAN BLINDS

These are plastic blinds which will warp in heat. We recommend using real wood over these and not to use them in any window which experiences heat. Any repairs or replacements will be judged by our supplier of the product. Usually, any defects need to be noticeable from approximately 1.5m away.

We do not recommend these blinds in dark colours or south facing windows and we take no responsibility for any damage or warpage due to or extreme heat, e.g., heat built up from window or radiator/heater under blind.

PERFECT FIT ROLLER BLINDS

It is the customers' responsibility to check with the window glazier that these blinds are suitable for their glass. We take no responsibility for any damage to seals or cracks in glass. Blackout fabric can help with Room Darkening but total Blackout cannot be achieved due to light bleed surrounding the blind. The bottom bars on these blinds are designed to show a 5mm gap, the bottom bar is not designed to have no gap.

PERFECT FIT PLEATED BLINDS

It is the customers' responsibility to check with the window glazier that these blinds are suitable for their glass. We take no responsibility for any damage to seals or cracks in glass. Blackout fabric can help with Room Darkening but total Blackout cannot be achieved due to light bleed surrounding the blind. We take no

responsibility of any creases with these types of blinds as creasing is expected the way the cords are designed into the fabric when pulling the blind fully up.

PLEATED BLINDS

It is the customers' responsibility to check with the window glazier that these blinds are suitable for their glass. We take no responsibility for any damage to seals or cracks in glass. Blackout fabric can help with Room Darkening but total Blackout cannot be achieved due to light bleed surrounding the blind. We take no responsibility of any creases with these types of blinds as creasing is expected the way the cords are designed into the fabric when pulling the blind fully up.

VISION/MIRAGE BLINDS

The design of these blinds mean that you can have ripples in the fabric, any repairs/replacements will be at the discretion of the supplier. These blinds will be manufactured in a way where when the blind is in the fully closed position the bottom bar will either touch or be up to 15mm off of the sill.

We take no responsibility of any fraying/damage of these blinds due to operator error; any fraying must be reported immediately.

REMOTE CONTROL BLINDS

It is the customers responsibility to monitor any motorised blind while in use. These blinds could malfunction due to a number of reasons, but it is the customer/operator's responsibility to stop the blind before any damage can occur. We take no responsibility for damage caused when the customer/operator has not stopped the blind in time. Motorised blinds must never be operated while a window/vent is open as the vacuum can cause the blind to run off.

BLACKOUT BLINDS

The term blackout simply means that no light can penetrate from the material used, this by no way means that total blackout will be achieved. Blackout blinds simply aid in room darkening and we take no responsibility with how much light any blind actually blocks out, we simply have no way of knowing how dark a room would be until the blind is fitted. Almost all blinds suffer from light bleed, and it can take very little light bleed to stop a room from being total blackout. If you are after the best blackout blind we have available then you must ask us for our cassette blackout roller blind with side channels, you will not be quoted for this type of blind unless it is specifically asked for eg asking for a blackout roller blind would result in being quoted for a standard roller blind with blackout fabric, it would help with room darkening but total blackout would not be achieved due to light bleed.

SHOES

You may ask any employee of Smart Blinds Aberdeen to remove their shoes or put on shoe covers but whether they do so will be at the discretion of the individual. We do not expect any employee to work without shoes due to Health and Safety and we would not expect them to take up the offer of shoe coverings as they can cause a health and safety hazard. Each employee does have a pair of inside shoes which they can put on if requested otherwise it is the customers responsibility to protect their floors if they feel they want to.

AGREEMENT

Any order placed will mean that you have read, accepted and understood these terms and conditions.

It is your responsibility to check the order to make sure all details have been recorded correctly and any errors or changes must be notified to us before any blind goes into production. We take no responsibility if we are not notified before this. Because all of our blinds are a bespoke made to measure product there can be no refunds or cancellations once the order has been placed.