

## Terms & Conditions

### Aveon Ltd Terms and Conditions

#### 1. Information about us

www.aveonblinds.co.uk is a website owned and operated by Aveon Ltd. We are registered in England and Wales under company number 10415941 with our registered office address as 128 City Road, London, United Kingdom, EC1V 2NX

#### 2. Website order process and contract

2.1 Orders for any goods listed on our website may be placed by you by telephone or via our website. After placing an order, you will receive an email from us confirming acceptance of your order, although for orders placed by telephone, your order may be verbally accepted by us at the time the order is placed. Acceptance either verbally or in writing will constitute confirmation of our acceptance of your order. The contract between us will only be formed when you receive our written Order Confirmation.

2.2 We recommend that our team carry out a site survey on made to measure curtains and blinds only to assess your furnishing requirements. If you prefer to take measurements yourself, please note that you are responsible for providing us with accurate measurements for the Goods which you wish to purchase in- store, online or by telephone. If you need guidance on how to take the required measurements accurately, please contact our team by calling 0800 1978837 or email [info@aveonblinds.co.uk](mailto:info@aveonblinds.co.uk)

2.3 We cannot accept the return of Goods if the measurements you have provided to us are incorrect as we are unlikely to be able to resell them.

2.4 Material finishes and product colours shown on our website are for illustrative purposes only and can vary when viewed on differing computer equipment. For this reason, we cannot guarantee that your monitor or device will accurately reflect the true colour and finish of the Goods.

2.5 Whilst every effort is made by us to ensure that Goods sold and delivered to you match in every respect any sample or description, a minor or immaterial variation or change in colour or pattern between the sample/description and the final Goods delivered shall not entitle you to reject the Goods nor to claim any compensation.

2.6 In placing your order, you confirm that you understand the child safety options for the various window furnishings available and that you have chosen one which is appropriate for the window or area you intend to cover.

2.7 We will accept orders outside of the UK at the director's discretion. shipping costs in addition.

#### 3. Consumer rights

3.1 Under the Consumer Contracts Regulations 2013, if you are contracting with us as a consumer of ready made Goods, you may cancel a Contract (without giving any reason for cancellation) at any time within the period beginning upon the submission of your order and ending at the end of 14 days after the day on which the Goods are received by you or someone authorised by you to receive them.

3.2 In order to cancel a Contract for ready made Goods in accordance with clause 3.1, you must inform us of your decision to cancel in writing before the cancellation period has expired.

3.3 We will not refund unless the goods are returned in a new condition as originally received including all original packaging. You must send the Goods back to us no later than 14 days after the day on which you inform us of your decision to cancel the Contract. You must pay the direct cost of returning the Goods.

3.4 If you cancel a Contract in accordance with clause 3.1, you will receive a full refund of the amount you paid to us in respect of the order excluding postage cost. Customers are responsible for the postage cost unless the goods are faulty.

3.5 You will not have the right to cancel a Contract in accordance with clause 3.1 in respect of any Bespoke Goods, or any Goods which have been installed prior to cancellation.

3.6 If you require clarification regarding the nature of the Goods which you wish to purchase, you should contact our customer service team by telephone on 0800 1978837 or by email at [info@aveonblinds.co.uk](mailto:info@aveonblinds.co.uk) for details before placing your order.

#### 4. Availability, delivery and installation

4.1 All Goods offered by us are subject to availability and we reserve the right to cancel any order placed by you if we have insufficient stock to provide the Goods you have ordered.

4.2 Delivery times will vary depending on the type and volume of Goods ordered. We will advise on delivery and installations times after your order has been confirmed.

4.3. We will deliver the Goods ordered by you to the address you give us for delivery when you place your order. It is your responsibility to ensure that the delivery address is accurate and complete. You must also ensure that there is somebody ready to accept delivery of the Goods upon delivery and present for installation.

4.3 Any attempted delivery or installation which is refused at the given address, through no fault of our own, will be returned to store. Redelivery charges or further installation fees will be charged accordingly.

4.4 In order to ensure safe working practices, it is a condition of these terms that the area in which installations are to be carried out is clear of, without limitation, pets, plants, furniture, breakable items and household residents.

4.5 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 installation.

4.6 If our supply of the Goods you have ordered is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event but, if there is a risk of substantial delay, you may contact us to end the contract and receive a refund of any sums you have paid in advance for Goods which will not be provided.

4.7 The Goods you have ordered will be your responsibility from the time we deliver the Goods to the address you have provided.

4.8 You will own the Goods that you have ordered once we have received payment in full for the Goods.

4.9 All items will have a tolerances and variances of +/-5mm. Orders cannot be returned if within this limit.

## 5. Price and payments

5.1 All domestic prices include VAT. Commercial invoices will be quoted plus VAT.

5.2 Payment of the purchase price for the Goods is due before any delivery by us of the Goods.

5.3 Prices are liable to change at any time, but changes will not affect orders for which you have already received an Order Confirmation.

5.4 We accept payment by Visa, Mastercard and AMEX, as well as in cash.

5.5 A deposit (which depends upon order value) shall be payable by you upon signing the Order Confirmation or on confirming your acceptance of the order. The balance is normally due on the date of installation. In the event that cleared funds are not received for the deposit payment (for example, if your debit or credit card declines), we may request full payment by alternative payment method before the installation of any of the Goods you have ordered takes place.

5.6 In some cases we may ask for full payment in advance of the installation, and payment will be automatically deducted from your preauthorised card. Should payment not be received, the installation will be postponed until the point at which the remaining balance has been settled.

5.7 Where you do not make any payment to us under the contract by its due date, we may, in addition to any other rights which we have under the contract and in law, withhold further deliveries or supplies or suspend performance of the contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.

5.8 In the event that your final balance payment is not received by us (for example, if your debit or credit card declines) or if you otherwise fail to make your final balance payment to us upon completion of the installation of the product(s) ordered, we may instruct internal or external debt collectors to collect the monies due from you under the contract. Where we instruct any debt collector we reserve the right to charge you, in addition to the overdue amount and accrued interest and any other remedies or rights that we may have, for any charges reasonably incurred by us in instructing a debt collector. Orders that remain unpaid after the due date shall be subject to an interest charge of 4% per annum above the Bank of England base rate from time to time. Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us this interest together with the overdue amount.

5.9 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 6. Return of Goods

6.1 Goods that are bespoke and made-to-measure to your requirements, fall into the category of bespoke products under the Consumer Contracts Regulations 2013 and you will not therefore be able to cancel/refund 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.

6.2 Where measurements for ordered Goods are provided by the customer and are manufactured according to these measurements, it is very important that your measurements are accurate. We cannot accept the return of Goods by reason of the measurements provided being incorrect.

6.3 If you realise that you have made an error when placing your order, please telephone our team on 0800 1978837 as soon as possible. It may be possible to amend your order as long as the products are not in the process of being made. Once manufacture has started the production, we cannot accept cancellations or changes to the order. Customers are liable to pay in full for bespoke and made to measure orders once in production.

6.4 If you place your order by telephone, our team will repeat the details of the order to you. Please listen carefully as we cannot accept claims that orders were incorrectly inputted by us. We strongly recommend that you also check the order details on the email confirmation are correct. And advise us immediately if anything is incorrect. If the prices of goods are altered, customers will be charged or refunded accordingly.

## 7 Warranties for the Goods

7.1 We warrant that the Goods will be free from defects in material and workmanship for a period of 24 months from purchase or installations of the Goods to you.

7.2 Should any defect in material or workmanship occur within the relevant warranty period after the purchase or installation date of the relevant Goods, we will arrange with you to examine the Goods and, if the Goods are defective, we shall either repair or replace the defective Goods free of any charge for labour or materials (always providing that the Goods have not been subject to any misuse or modification).

7.3 The warranties provided shall not apply where: the relevant fault or defect has been caused by your misuse, fitting and/or neglect of the Goods or by accidents caused while the Goods are in your possession; and/or in relation to the Goods, the fault or defect was apparent on a reasonable inspection which you did not notify to us within 5 days from purchase or supply by us.

## 8 Delay or failure to perform

8.1 We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including, without limitation: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

## 9 Limitation of liability

9.1 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for:

9.1.1 any losses which are not foreseeable by both parties when the Contract is formed arising in connection with the supply of Goods or their use by you;

9.1.2 any losses which are not caused by any breach by us;

9.1.3 business or trade losses (including, without limitation, loss of profits, loss of goodwill, loss of business and loss of reputation); or

9.1.4 any failure by you to give us correct measurements for the Goods.

9.2 Our entire liability in connection with the Contract will not exceed the purchase price of the Goods in question.

9.3 Nothing in this Contract excludes or limits our liability for:

9.3.1 death or personal injury resulting from our negligence or that of our employees or sub-contractors; 9.3.2 liability for damage to property or injury to persons under the Consumer Protection Act 1987;

9.3.3 fraud; or

9.3.4 any other matter that we cannot by law exclude or restrict.

## 10 Your rights to end the contract, Refund

10.1 Goods that are bespoke and made-to-measure to your requirements, fall into the category of bespoke products under the Consumer Contracts Regulations 2013 and you will not therefore be able to cancel/refund 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.

10.2 Notwithstanding clause 10.1 above, we will accept the cancellation/refund of your order once placed as long as your notice of cancellation is received within two calendar days starting with the date your order is placed and manufacture has not begun. Our preferred method of cancellation is by email to [info@aveonblinds.co.uk](mailto:info@aveonblinds.co.uk) or by telephone on 0800 1978837 to ensure traceability. Your notice of cancellation will be deemed to have been served on and will take effect from the day it is given to us, and any related financial agreement will automatically be cancelled with effect from that date.

## 11 Our rights to end the contract

11.1 We may end the contract at any time by writing to you if:

11.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

11.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Goods you have ordered;

11.1.3 you do not, within a reasonable time, allow us to deliver the Goods ordered to you; or

11.1.4 you do not, within a reasonable time, allow us access to your property to supply any services.

11.2 If we end the contract in any of the situations set out in clause 11.1 above and the manufacturing of the Goods you have ordered has already started, we will not (due to the Goods being bespoke and made- to-measure to your requirements) refund any money you have paid in advance for such Goods and we may also be entitled to further compensation.

11.3 We may write to you to let you know that we are going to stop providing any Goods you have ordered. We will either supply an alternative product or refund in full any sums you have paid in advance for the Goods which will not be provided.

11.4 If the contract ends for any reason, all terms of the contract shall cease to have effect, except that any term that can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

11.5 The contract ending for any reason shall not affect any accrued rights of you or us.

## 12 How we may use your personal information

12.1. We will use the personal information you provide to us:

12.1.1. to supply the Goods you have ordered to you;

12.1.2. to process your payment for the goods ordered; and

12.2. We may pass your details onto an independent third party if required for dispute resolution.