

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just email us at office@thenewquayshuttercompany.co.uk

GENERAL & INTERPRETATION

1. Buyer means an individual, firm or company placing an order for goods or services.
2. Seller The Newquay Shutter Company, is a company that supplies, and fits made-to-measure window plantation shutters.
3. Contract means the legally-binding agreement between you and us for the sale and purchase of the Goods.
4. Delivery Location means the Suppliers premises or other location where the Goods are to be supplied, as set out in the Order.
5. Goods mean any goods that we supply to you, of the number and description as set out in the Order.
6. Order means the Customers order for the Goods from the Supplier as set out overleaf.
7. We are The Newquay Shutter Company
8. In these terms and conditions, the “seller” means The Newquay Shutter Company and the “buyer” means the person, firm or company placing an order for goods or services which are subject to these terms and conditions which are not variable except in writing signed by the seller.
9. These conditions of sale together with the particulars contained in the order acceptance and any special conditions agreed by the seller in writing constitute the entire contract between the buyer and the seller. These are the Terms on which we sell all Goods to the buyer. By ordering any of the Goods, the buyer agrees and is bound by these Terms and Conditions.
10. Periods of time referred to in these conditions of sale shall be of the essence.
11. We constantly strive to provide our customers with the highest quality and best value products in today’s window furnishing market, combined with outstanding service.

QUOTATIONS

12. We provide no obligation quotations and a free of charge service for domestic and commercial customers alike.
13. All quotations by the seller represent an invitation to the buyer to place an order and do not constitute a legal offer. The purchase order will be regarded as the offer and the sellers order acceptance will be regarded as binding. No alternative terms and conditions will be considered or accepted by the seller.
14. All prices are quoted without commitment and are subject to alteration or withdrawal by the seller without prior notice.
15. Any quotation is valid for a maximum period of 30 days from its date unless we expressly withdraw it at an earlier time.

DELIVERY AND INSTALLATION

16. At the time of quotation, we will provide you with an estimated delivery date which is 6 to 9 weeks from placing the order. Shape Shutters and Custom colour orders have an estimated delivery timescale of 8 to 12 weeks.
17. Our products are bespoke and made to the requirements of our customers. Whilst every effort is made to ensure delivery is on time, there may be occasions of unforeseen delays to the timescales outlined in this section or failure to deliver by the specified date by causes beyond our control. We will notify you as soon as reasonably practicable of any delay.
18. The seller does not accept responsibility for damages or consequential loss or damage arising out of delay or failure to deliver by the specified date. Claims for compensation of this nature will not be accepted. Time is not of the essence of the contract between us.
19. If a buyer fails to take delivery/installation of the goods or any part of them on the due date for any reason whatsoever the seller will be entitled to charge for redelivery/installation. The buyer will pay to the seller all costs and expenses including storage and insurance charges as deemed necessary by the seller. Any delay 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 if delivery is completed within a reasonable time.
20. The address for delivery shall be the buyers address as stated on the order unless otherwise agreed between the parties in writing.
21. Non-delivery or damage pilferage in transit must be reported by writing to the seller as soon as reasonably practical of installation or delivery of goods.
22. Once the goods are delivered and checked and signed for after installation, the seller cannot accept responsibility for any damages to the said property/goods.
23. The Buyer shall be deemed to have accepted the Goods upon their delivery or installation. Any defects in the product once installed must be notified within 30 days of delivery/installation.
24. All risk in the Goods shall pass to the Buyer upon completed installation.
25. Shutters are agreed to be fitted close to the window, unless specified and will be measured to clear the handles but not the locking key that may protrude from the handle when left in. The Buyer must notify the seller prior to order should the buyer like the keys to be left in place so that the seller can adapt the products appropriately. The seller will then confirm either in writing on the survey form or by email that this has been done.
26. Although the Seller will always install products to the best possible quality, the Buyer understands that the Seller cannot be held ultimately responsible for how uneven the Buyers recesses, window sills, walls and windows are.
27. The seller understands that when ordering shutters, the right-hand door where shutters meet will be the lead opening door unless confirmed and agreed on the signed survey sheet or in writing by email from the seller before the order is placed.
28. The Buyer must ensure that all areas and surrounding areas where the seller is asked to carry out works must be clear from obstructions. The Seller cannot accept liability for any damaged items to or from obstructions that the Seller is asked to move or deemed necessary to move to complete works – unless caused by company negligence. It is the responsibility of the Buyer to remove all existing window dressings, such as curtains, blinds and existing shutters

29. Please note our fitters require un-restricted access to all windows. Please arrange furniture and other items to be moved prior to our visit. The Newquay Shutter Company is not liable for damages of items left in close proximity of your windows or produced as a result of items being left near the windows.
30. The seller measures the Buyers windows therefore the seller takes on the responsibility of ensuring that the products will fit. Where the window sills and recesses are not level the seller's fitter may need to plane the outer shutter frame to ensure the Goods can be installed level. Planing of shutters is a standard procedure and will not be accepted as a defect or error by the seller.
31. On rare occasions the seller may have to cancel installations at short notice through illness or other matters that arise that are not within the seller's control. In these circumstances the seller will not accept any claim for compensation for loss of time or inconvenience.
32. The Buyers understands that the Seller must be made aware of any installation cancellations by email office@thenewquayshuttercompany.co.uk or by phone at least 72 hours prior to install unless the buyer cannot attend through illness or other matters out of their control. Failure to do so may mean that the Buyer will incur a cancellation fee of £150 inclusive of VAT unless agreed by the seller.

RETENTION OF TITLE

33. The goods shall remain the property of the seller until full payment has been received (each order being considered as a whole). The buyers (domestic or commercial) right to possession of the goods will cease at the earliest of the following date:
 - On expiration of any due date for payment of any invoice has passed.
 - An individual or company goes into liquidation or is made bankrupt
 - If the buyer does or fails to do anything which may in any way imperil the title of the seller to the goods.

PAYMENT AND BILLING

34. Once an order is agreed, it is processed on receipt of a 75% an invoice is issued on receipt of your order confirmation. All goods supplied by the seller remain our property until the full balance on your order has been paid in full.
35. The buyer must pay the remainder of the 25% balance on completion.
36. The Newquay Shutter Company reserves the right to use debt collecting agencies to collect unpaid balances.
37. Payments can be made by cash, debit or credit card and Bank Transfers. Details on how to make payment are listed on our quote forms & invoices.

CANCELLATION POLICY

38. All our products are custom made to the specifications agreed with you at the time you accept the quotation and place the order.
39. Our products are not suitable for resale or reuse. Therefore, it is very important that you are sure of your purchase choices before placing your order. Cancellations and changes cannot be made after an order is agreed and a deposit is paid.
40. All onuses is on the Buyer to check the order is correct and is signed for by the Buyer to agree with placing the custom-made order to their specifications.
41. The Newquay Shutter Company do not issue refunds or credits for cancellations. Therefore, the full 75% deposit collected at the time of your order will be forfeited.
42. On very rare occasions, there may be delays caused by factors beyond our control. These include but are not limited to third party manufacturing issues (e.g. out of stock materials, factory delays), shipping delays or weather conditions. In the event of a known delay, you will be contacted and informed immediately. The Newquay Shutter Company do not take responsibility for such delays. No cancellations can be made.
43. The Newquay Shutter Company reserves the right to reject any order at its discretion.
44. Any cancellations by the Buyer after paying the deposit will be forfeited. This is because the goods are custom made to measure shutters to the buyer's requirements and are not resalable by the seller. If the production of the goods are completed then the buyer will be charged the full amount.
45. Due to the Bespoke nature of our products. The Newquay Shutter Company are exempt from the 14- day cancellation period under the consumer contracts (information cancellation and additional charges) regulations 2013.

GUARANTEE & RETURNS

46. Our Shutters carry a 5-year Manufacturing Guarantee. Blinds carry a 1 Year Guarantee Only.
47. The guarantee is activated once the full balance for your order is paid. A final invoice showing a balance of £0 will be sent to you once the outstanding balance is settled. For the avoidance of doubt, the guarantee is not valid on products that have not been paid in full.
48. The guarantee covers manufacturing faults and defects and does not cover you for wear and tear, gradual causes over time or accidental damage.
49. The seller cannot guarantee the goods (shutters) against fading especially as a result of exposure to sunlight where fading may occur. Our goods are not guaranteed against damp or variable conditions (e.g. a high moisture environment such as window condensation).
50. For the avoidance of doubt, no guarantee issue will be dealt with until payment of the balance on your order.
51. Any defective goods must be returned where reasonably practical for the buyer from the time of the product(s) being delivered/installed.
52. If the manufactured goods that are supplied by the Seller are found to be defective then the seller will repair or in its sole discretion, replace any defective Goods free of charge upon the following condition:
 - The Buyer notifies the Seller of the defect within 30 days of delivery/installation.
53. The Goods are made from a natural material. Minor imperfections not readily apparent at a distance of 1.2 meters away, under ordinary light will not be accepted as a defect.

LIABILITY & GOODS

54. The description of the Goods is as set out in our website, brochures or other forms of advertisements. Any description is for illustrative purposes only and there may be small discrepancies in colour or size.
55. The address for delivery of the Goods shall be the buyers address as stated on the order unless otherwise agreed between the parties in writing.
56. In the case of Goods made to your special requirements, it is your responsibility to ensure that any information you provide is accurate.
57. Each order for the Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties.
58. The Buyer understands that shutters are not sold as 100% blackout products.
59. All goods should be fully inspected prior to installation. The buyer must check that the shutters are in accordance with the purchase order both for colour and design prior to installation.
60. The seller cannot accept responsibility in circumstances where the buyer is not present or on site when the property is surveyed or when the Goods are fitted at the delivery/installation address. The Goods will be fitted in accordance with the seller's standard practices unless previously agreed to the contrary.
61. The Buyer understands that the beauty and nature of the wood is that no two pieces are identical, and each has its own character and natural grain. Therefore, variations can occur of colour and grain.
62. The Buyer understands that the factory will not consider minor imperfections unless they are apparent from a distance of at least 1.2 meters away and are seen in ordinary light.
63. The Goods are made from a natural material. The buyer must check that the shutters are to the colour sample prior to installation. The seller cannot guarantee precise colour matching against samples provided. Colour matching of finishing products (e.g paints and stains) cannot be guaranteed although every reasonable effort will be made to ensure the accuracy of the finished product. Some stain and paint finishes may have slight tonal differences under certain lighting conditions, this includes tinted finishes applied to the glass of your window (this is often found on modern double glazed windows, it is the responsibility of the buyer to advise the Seller of this, as window tints are not always visible to the naked eye), these variations are not a defect on the part of the Seller.
64. The seller reserves the right to withdraw any products and colours at any time before the contract is made between buyer and seller without prior notice and cannot be held responsible for any consequences caused by the withdrawal of such products.
65. The seller gives no warranty as to the fitness of the product supplied for any purpose other than that of an internal window dressing as surveyed by the company; other installation and uses are the risk of the buyer.
66. The seller accepts no responsibility for changes in any aspect of the window or window surround/window handles/alarms sensors/or any additions to the window or the surround after the final measure and the order has been placed. Any goods that do not fit as a result of this will still need to be paid in full and any remakes or further work required will also be charged for.

PRIVACY POLICY

67. The Newquay Shutter Company will ensure the privacy, confidentiality and safety of the personal data of our customers. We only collect the minimum information necessary to provide a response to your enquiries and deliver our services. Examples of data collection are name, address, telephone number and email address. This information may be disclosed to authorized third parties in order to process your order. The Newquay Shutter Company will not rent or sell your personal information to any other unrelated company, or individual, without your express permission.
68. The Newquay Shutter Company may use your email address to send you special offers and discounts. Your email address will never be used or shared with other organizations or individuals, without your express prior consent.
69. Your financial information, credit or debit card details will not be stored at any time in our database. Financial information is promptly disposed of in a secure and safe manner.
70. If you would like your personal information removed from our database or modified, then please send in a request in writing by email at office@thenewquayshuttercompany.co.uk or by post to: The Newquay Shutter Company, 25 Towan Blystra Road, Newquay, Cornwall, TR7 2RP.