The Luxury Shutters Co. Order Confirmation Terms and Conditions for Shutters

Please read through the below, placing a signature at the bottom of the page.

Return to The Luxury Shutters Co. with your signed Order Confirmation.

Characteristics

- I understand that the beauty and nature of wood is that no two pieces are identical and each has its own natural grain and variations. I understand that the factory, will not consider minor imperfections not readily apparent from a distance of 4 (four) feet, in ordinary light, to be defects.
- All our shutters are measured to sit as tight to the window as possible, we allow for the Louvre's to clear the handles excluding the keys (if you would like the keys in place we would need to double check all dimensions), if there is not enough space for the louvres to avoid clashing with window handles we will do our best to advise on solutions to changing the window handles, this will be at the customer's own expense to change.
- I understand that shutters or blinds will not create a 100% blackout situation.
- Please note due to the natural properties of timber, no length is perfectly straight. Therefore, this may result to uneven light discrepancy when the shutters are closed.
- I understand that water and moisture will damage MDF and wooden shutters.
- I understand that any changes or missing information, including number of windows, will be held subject to surcharge at the buyer's cost. I understand that The Luxury Shutters Company cannot be held responsible for the un-even structure and shape of existing windows, doors and walls.
- I confirm that the panel openings are as chosen and agreed.
- I understand that once the agreement is signed, any changes to panel openings, including Tposts, are to be rectified at my own expense. I understand that bi-folding panels may not line up with the window mullions in my window(s).
- I understand that The Luxury Shutters Company cannot be held responsible should the window dimensions change after my order has been placed. We fully recommend any renovations/building work be completed before order is placed to ensure the accuracy of the window dimensions.
- Plantation shutters provide a fully adjustable Louvre solution, however the louvers themselves don't provide any structural benefits. Due to this we ensure we achieve structural satisfaction by using a sufficiently sized top and bottom rail, which is always manufactured to a minimum size of 95mm. If you would like to use smaller rails then it may be possible for us to reduce them, however it will void your warranty.
- If your shutters are larger than 1000mm in height and are manufactured from MDF, then any T-posts used in the framework may need to be fixed to your window mullions to achieve the required structural tolerances required. Any MDF framework over 1000mm that isn't securely fixed to window mullions will void any warranty.

Installation

- Once order has been placed please note due to the bespoke nature of our product, all orders are non-refundable.
- Whilst our team are more than happy to remove any existing blinds or curtain rails on request, if you wish for The Luxury Shutters Company to dispose of any existing window dressings there is a disposal charge of £25 payable to the installation team on the day of installation.
- On very rare occasion human error may happen with in the process of surveying and manufacturing your shutters. Should this event take place The Luxury Shutters Company will take full responsibility for any error in our services and will manufacture correct replacements at our own cost, and ship via standard shipping lead times.
- In the event of an error occurring within the order The Luxury Shutters Company will do everything in its power to ensure the error is rectified, however we are unable to offer any discount or compensation on the agreed sums for the works that have taken place.
- Our lead times of 9 -12 weeks is only an estimation and cannot be guaranteed due to our product being imported from overseas and subject to delays beyond our control, no compensation can be offered if delays were to occur.
- I understand and agree that the remaining 40% balance payment is due 24hrs prior to installation, non-payment can result in cancellation and late payment fees of 2% each day the balance remains outstanding.
- I understand that if my order cannot be installed within the week of delivery through no fault of The Luxury Shutters Company and storage is required, the remaining 40% balance will need to settled within 48 hours of storage agreement.
- Please note that we are a small family business, on very rare occasions installations may be cancelled due to illness or other matters that are out of our control. In case of this event we cannot offer any compensation for loss of time.
- Walls and surrounding areas will be free from obstruction on agreed fitting date.
- I understand that installations that cannot be completed on the assigned day through no fault of The Luxury Shutters Company will be subject to additional fitting charges.
- I understand that The Luxury Shutters Company must be made aware of cancellation a minimum of 48 hours prior to fitting. Failure to do so will incur a cancellation fee of £100.
- Title to any and all goods, wares and merchandise remains in The Luxury Shutters Company's name until payment is made in full.
- Please note, Installations are only bookable between Monday Friday.
- The Luxury Shutters Company is proud of the work our team carries out and asks the team to photograph their work for the sole use of The Luxury Shutters Company and may be used in our marketing, if you are unhappy for us to do so please let our team know.

Warranty

- All shutters fitted by The Luxury Shutters Company are subject to a seven-year manufacturer's warranty, starting from the date of installation. This includes:
 - Colour fastness covered for seven years
 - Workmanship covered for seven years
 - Hardware (hinges) covered for one year
 - Stainless Steel hardware (hinges) covered for three years

<u>Tolerances</u>

Due to the structural requirements of our shutters under certain circumstances we may have to move a mid-rail location slightly from its original central position. This is to ensure that the top and bottom rails are large enough to provide sufficient support. The louvers themselves then determine where we can install a mid-rail as it has to be fitted where a full louvres stops. Please see the table below showing the fluctuation that can occur from measured central location of the desired mid-rail to the actual finished installed mid-rail:

Louvre Size	Allowable + or - Deviation
47mm	19mm
63mm	25mm
76mm	31mm
89mm	38mm

<u>GDPR</u>

The Luxury Shutters Company keeps customer details for a maximum of 7 years for warranty purposes, at no stage do we keep bank or card details on record.

We may share your Data with the following groups of people for the following reasons:

- our employees Information is shared within The Luxury Shutters Company to process product orders.;
- Third party service providers who provide services to us; The Luxury Shutters Company uses overseas manufacturers, customer information such as order specification and dimensions is required to be shared so the ordered product can be manufactured.
- **Relevant authorities** In the case that an official request has been made in writing by the appropriate authorities to assist in any investigations.

• If the client breaches a contract of sale and fails to make the final payment, the client details will be shared with a nominated debt collection company.

<u>Your rights</u>

You have the following rights in relation to your Data:

Right to access - the right to request copies of the information we hold about you at any time, or that we modify, update or delete such information. If we provide you with access to the information we hold about you, we will not charge you for this, unless your request is "manifestly unfounded or excessive." Where we are legally permitted to do so, we may refuse your request. If we refuse your request, we will tell you the reasons why.

Right to correct - the right to have your Data rectified if it is inaccurate or incomplete.

Right to erase - the right to request that we delete or remove your Data from our systems.

Right to restrict our use of your Data - the right to "block" us from using your Data or limit the way in which we can use it.

Right to data portability - the right to request that we move, copy or transfer your Data. **Right to object** - the right to object to our use of your Data including where we use it for our legitimate interests.