

JOHN LEWIS & PARTNERS

HOME SERVICES TERMS & CONDITIONS WINDOW DRESSINGS

I OUR TERMS & CONDITIONS

I.1 Why you should read these terms. You should read these terms carefully and in their entirety before placing any order. They contain important information regarding how we provide our products (including curtains, blinds, window dressing products and/or accessories) and services to you, how you can change your order, and what to do if any problems or issues arise. **These terms limit our liability, impose obligations on you and permit us to charge you in certain instances. Nothing in these terms affects your statutory rights.**

I.2 Who are we. In these terms, when we mention 'John Lewis', 'we,' 'us,' or 'our,' we're referring to John Lewis PLC a company registered in England and Wales, (company number 00233462), and whose registered office is at 1 Drummond Gate, Pimlico, London, SW1V 2QQ. When we say 'you,' or 'your' we are referring to you, our customer - the person reading and engaging with these terms.

I.3 Application of terms and conditions. These are our standard terms and conditions that apply to any contract entered into between you and us for orders related to window dressing supply and fitting. These terms and conditions apply specifically to the supply and fitting of window dressing products and services for residential properties. If you are purchasing any other Home Services (such as kitchen fitting), separate terms will apply. Please ask us for a copy of the relevant terms and conditions before placing your order.

I.4 Who we will contract with. Please note that our products and services under these terms are provided solely in respect of residential properties and to persons aged 18 or older who either own the property or have the property owner's express permission for the products to be delivered and/or fitted. John Lewis is not responsible for, and disclaims all liability arising from, any failure by you to obtain the necessary permission from the property owner or any other relevant party.

Our guarantees only apply to products and fittings in residential properties. If the residential property is used for business purposes (for example, as an AirBnB or other short-term rental), our product and fitting guarantees will not apply. This does not affect your statutory rights.

I.5 Definitions.

To help make these terms clear, here's what we mean when we use some key words:

- **Customer-Supplied Products** – Any items you’ve bought yourself and asked us to fit as part of the window dressing Service.
- **Estimator** – One of our trained John Lewis Partners who visits your home to take measurements and prepare your Estimate for window dressing products and services.
- **Estimate** – The written document we provide setting out the products, services, and prices discussed with you.
- **Fitter** – The person who carries out your fitting on behalf of John Lewis. They may be a John Lewis Partner or a trusted and approved fitter who works with us.
- **Order** – Your confirmed request for us to supply your products and/or fitting service, which becomes binding once you’ve paid for your Estimate.
- **Partner** – An employee of John Lewis & Partners.
- **Products** – The specific window dressing items (such as curtains, blinds, tracks, poles and related accessories) that are listed in your Estimate and included in your Order.
- **Services** – The measuring, estimating, manufacturing, delivery and/or fitting services that we provide in connection with your Estimate and Order.

Clarification of capitalisation – For readability, we use “products” and “services” in lowercase throughout this document. Where these terms relate specifically to the items or services included in your Estimate or Order, they should be interpreted as referring to the defined terms “Products” and “Services”.

2 YOUR ESTIMATE

2.1 Types of Estimates.

Estimates are based either on the measurements you provide (for supply-only Orders) or on measurements taken by one of our expert Window Dressing Estimators — members of John Lewis staff (referred to as *Partners*) — who visit your home to take measurements.

2.2 Online Orders and other estimating appointments.

The Estimates we provide for supply-only Orders, whether in-store, by telephone, or through any other channel, are based solely on the measurements you provide. You are fully responsible for ensuring that these measurements are accurate. Purchases may not be refunded or exchanged if the measurements you supplied prove to be incorrect or unsuitable for your needs. This does not affect your statutory rights if products are faulty or not as described.

Please check all dimensions carefully before accepting your Estimate and contact us immediately if you identify any discrepancies. If you require assistance with measuring, you can find our free measuring guides online. You remain responsible for the accuracy of any measurements you provide.

2.3 Before an Estimator visits your home.

Prior to an Estimator visiting your home, you must ensure that the property is accessible and that the area to be measured is clear of any obstacles. This includes, but is not limited to, moving furniture or other items that could restrict access, being present at the agreed appointment time, and allowing our Estimator access to the property. To enable us to provide an accurate estimate during the visit, please also ensure that you have finalised your fabric selection(s) in advance.

It is important that the person with the authority to make decisions about the Order is present for the entire appointment and that they are over 18 years of age. If that's not you, please make sure the decision maker is present throughout your appointment.

Please ensure that you provide safe access to the area of measurement for any of our Estimators and please ensure that children and pets are kept safely away from the area.

A measure appointment may not be completed if other works, such as but not limited to building and decorating works are underway at the property. In such circumstances, we may not provide an Estimate until such works are complete. If additional visits are required because you are not present or the area is not accessible, an additional charge will apply for the repeat visit. We will advise you of any such fee before rescheduling the appointment.

The Estimator will call you either the day before or the morning of your visit with an estimated time window. They will then confirm a more specific arrival time in a further call once they have finished their prior appointment.

2.4 Basis of your Estimates.

Your Estimate is based on the current cost of products and fitting services at the time it is provided. Please note that these costs may change before your Order is confirmed. Estimates assume that:

- No additional work will be required beyond what has been specified; and
- No changes will be made to the window areas we have measured.

If you ask for your fitting to take place over several days, an additional call out fee of £54 will apply for each extra day. This means the total cost may be higher than your original Estimate.

2.5 Measurements used for your Estimate. Your Estimate will be prepared using either measurements taken by our Estimator during a visit to your home or the measurements you have provided.

If you have provided us with your own measurements for the curtains we are supplying, we will make your curtains to the recommended fullness to give good coverage and drape for your window. Please note that curtains are manufactured using full or half widths of fabric and so the fullness of your curtains may vary.

Pencil pleat curtains are supplied with the tape undrawn/ungathered together with a pack of hooks provided for you to gather and fit your curtains to your preferred appearance. Double and triple pinch pleat curtains come gathered with gliders inserted into the curtain as the pinch is made. The heading height can be adjusted as required. Please note that standard hooks are plastic. Metal hooks are supplied only with heavier fabrics, as determined by the manufacturer.

Measurements provided by you or a third party will be your responsibility. Should there be any additional costs resulting from inaccuracies in drawings or measurements, these costs will be borne by you.

When we take measurements for your window dressings, we do so to ensure they are fitted neatly and evenly. Estimates will be based on the shortest drop unless you agree otherwise with the Estimator during their visit to your home. While we make every effort to provide accurate measurements to the manufacturer, the finished make-up may vary by up to one centimetre. We will not remake or replace items where the variation falls within this tolerance. Length measurements within a pair will always match.

Measurements taken by our Estimators form part of our professional estimating service and are used to prepare your Estimate and any related Order. As these measurements are generated as part of our paid service and form part of our proprietary work product, we do not provide them to customers.

If you prefer to take your own measurements, or to use measurements provided by a third party, you will be responsible for ensuring their accuracy and for any issues that arise from incorrect or unsuitable measurements. If you would like support with taking your own measurements, our free self-measurement guides are available online.

2.6 Your selection.

We may offer general suggestions or share opinions on suitable fabrics and products, whether at your request or as part of our usual customer service, based on the information available to us at the time. Any such suggestions are provided for general information only and should not be relied upon as a recommendation or as professional advice.

You should take time to consider factors such as the fabric's breathability, durability, light sensitivity, and texture to ensure it is suitable for its intended use within the property. Curtains may naturally expand, contract, or move slightly in response to changes in temperature and humidity. When selecting materials, it can be helpful to consider how the fabric will perform in your environment. For example, lightweight and breathable fabrics such as cotton, linen, or voile may be more suitable in warmer conditions to allow for air circulation, while heavier or lined fabrics such as velvet can provide greater insulation in cooler climates. The most appropriate fabric will depend on your specific requirements for air movement, insulation, light control, and overall appearance.

You are best placed to make the final decision on which fabric and product to Order, and that decision remains entirely your responsibility. We cannot be held liable if you choose a fabric or product that proves unsuitable for your particular needs, preferences, or environment, including where you have acted

on comments or suggestions made by us. This does not affect your statutory rights in relation to goods that are faulty or not as described.

2.7 Project Risk.

When preparing an Estimate, it may not be possible for us to identify every project risk. This includes, but is not limited to, the discovery of asbestos, gases, water damage, pest infestation, building or structural defects, or any other circumstances that could affect, delay, vary, or prevent the fitting from proceeding until remedial or additional work has been completed.

For example:

- **Unsuitable walls or structures:** If, when existing window dressings are removed, the wall or surrounding structure is found not to be sound or suitable for securing new fittings, fitting may not proceed until any necessary remedial work has been carried out.
- **Reusing existing fittings:** If you have chosen to reuse existing pelmet boards, battens, poles, or other fixings, and during fitting these are found to be unsuitable or unsafe for the new window dressings, fitting may not proceed until suitable replacements are provided or the necessary remedial work has been completed.

The wall must be capable of supporting the weight of any track, pole, pelmet, batten, or window dressing, and any new plaster or paint must also be fully dry before fitting takes place.

In instances where additional work is required, the window dressing fitter may be able to fit new battens or board, but this will be chargeable to you and will need to be paid upfront to the payment line on 0345 608 0850.

Where any additional work required falls outside the scope of our fitting service, it is your responsibility to ensure that such work is completed to an appropriate standard before we can return to complete the fitting. If fitting is stopped or delayed because this work has not been completed, we may need to reschedule the fitting. No refund can be issued for any bespoke window dressings that have already been manufactured, except where you are entitled to one under your statutory rights.

2.8 Loss of earnings. Please be aware that we are unable to offer compensation for any loss of earnings or other potential losses that may arise from your need to be present for appointments. We will not be held responsible for any losses that occur as a result of rescheduling or cancelling appointments. Rest assured, we will make every effort to notify you in advance if there are any changes to your scheduled appointments.

2.9 Price Validity. Once an Estimator has visited your property to take measurements for your window dressing, we will provide you with an Estimate. This may be issued during or after your measure appointment.

The price quoted in your Estimate will remain valid for 28 days from the date of issue. If you wish to proceed after this period, we may need to update the price to reflect current product, material or labour costs. In that case, we will issue a revised Estimate.

If you apply for one of our payment options set out in section 4 below (our Interest Free Credit option or Partnership Card), we will extend your 28-day Estimate validity period for the duration of the finance application approval process, but not beyond that period.

2.10 Promotional offers.

- (a) **Eligibility for promotional offers.** To qualify for a promotional offer, you must accept it within the dates specified in that promotion. In-home appointments are subject to availability during the promotional period, and if an appointment can only be scheduled outside those dates, the promotional offer will not apply.
- (b) **Promotional Offer Restrictions.** Only one promotional offer can be used at any one time and cannot be used in conjunction with any other offer.
- (c) **Promotional Offer Terms.** Each promotional offer will be subject to its own specific terms and conditions which must be read in conjunction with these terms and conditions. These standard terms and conditions will always take precedence over any other terms.

2.11 Changing your Estimate.

For simple changes to your Estimate, such as adding or removing additional services, please email jl.windows.changes@johnlewis.co.uk and follow the necessary instructions. Alternatively, you can call our Home Services Customer Care team on 0345 608 0850 quoting your reference number to arrange a fully revised Estimate, based on the measurements taken.

Where a revised Estimate is required, a new Estimate will be issued to you. Please note that new Estimates may result in delays to the progression of your Order, and any previous Estimate will become invalid once a new one has been issued.

2.12 Responsibility for third party installed products

John Lewis will not be responsible for any faults or issues arising from products that have been fitted, or fitted incorrectly, by you or by a third party. If you contact us to request rectification work in such circumstances and at our discretion, we decide to attend then this may be subject to a call-out fee, additional labour charges, and the cost of any replacement products required. We will provide you with an estimate of any such additional costs before the rectification work begins. Any such fees will reflect our reasonable costs in providing the rectification work.

2.13 Accepting your Estimate.

If you are happy to proceed with the products and services outlined in your Estimate, you can confirm acceptance in several ways:

- (a) with your Estimator during the visit;
- (b) by email, by clicking on the link provided in the message sent from jl.windows.acceptance@johnlewis.co.uk;
- (c) with a Partner in the branch where your Estimate was produced, if you bring a copy of the Estimate with you;
- (d) by completing, signing and posting the enclosed Postal Acceptance Form at the bottom of your Estimate, to our Home Services Customer Care Team at the address specified on the form.

3 OUR CONTRACT WITH YOU

3.1 How we accept your Order.

After you have accepted your Estimate in line with section 2.14 above, we will validate your Order and check that your chosen products are available in stock. We will then contact you to arrange payment.

3.2 Substitution.

We will always endeavour to supply all products in line with your Estimate. However, if a product becomes unavailable or is discontinued, we may recommend a suitable alternative.

Any difference in price will be discussed with you before we proceed. If you choose a more expensive alternative, you will be responsible for the additional cost; if the alternative is cheaper, we will reduce the cost accordingly. Any increases in the costs due to a more expensive fabric or product choice will be borne by you. If we propose a substitute Product and you do not wish to accept it, you may cancel the affected part of your Order and receive a full refund.

3.3 Payment and formation of the contract.

Once we have verified the availability of your chosen products, we will contact you to arrange payment and finalise your Order. Payment must be made within seven (7) days of the date on which we contact you to arrange for payment. If you don't pay within the seven (7) day period, we may need to send you a new Estimate. Paying promptly helps to avoid changes in fabric availability and extended lead times. If you wish to make any changes to your Estimate, the provisions of sections 2.4 and 2.9 apply. Once we have received payment for the products and services as set out in your Estimate, a contract will be formed between you and us. At this point, both you and we will be bound by these terms and conditions.

4 PAYMENT OPTIONS

We offer a number of payment options to suit your needs, these include:

- (a) Cash.
- (b) Debit or credit card.
- (c) Gift card.
- (d) Partnership card <https://www.johnlewisfinance.com/partnership-card.html>
- (e) Interest Free Credit <https://www.johnlewis.com/our-services/interest-free-credit>

5 YOUR ORDER

5.1 Placing your Order.

Once full payment has been received, we will place an Order for the products listed in your Estimate, subject to final availability. Please note that once your Order has been placed, no further amendments can be made.

5.2 Cancelling your Order.

Because your products are made to your bespoke specifications, you do not have a right to cancel the Order once we have begun manufacturing. By placing a bespoke Order, you acknowledge that the products are made to your specification, and you understand that you lose the right to cancel once manufacturing begins. This does not affect your statutory rights if the Products are faulty or not as described. Where only part of your Order is affected by a manufacturing defect, we may refund the proportion of the fees relating to the affected products or services. Any refund will be made to your original method of payment.

5.3 Booking your fitting appointment.

Once your products have been ordered, they will be made to specification and delivered to one of our local distribution hubs. Upon receipt at your local hub, we will contact you to schedule your fitting appointment.

6 THE PRODUCTS AND SERVICES

6.1 Samples.

When considering your Order, please be aware that samples should only be used as a guide to the colour and an exact match to the samples cannot be guaranteed. A fabric sample can't fully represent a pattern's repeat or its final appearance because the repeat may not be visible within the small area. The overall look is determined by how the pattern repeats across the entire fabric roll, which is far larger than a small sample. While we take care to ensure our samples and displays provide a good indication of the finished product, variations in pattern placement, colour shading, or scale may occur.

6.2 Minor changes to the products.

We may make minor changes to the products, provided that such changes do not affect their use or overall appearance. If we make such changes, we'll notify you in writing. These changes may be made, for example:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements.

You won't be entitled to reject the products or claim compensation for minor variations that fall within the manufacturer's standard tolerances, including minor differences in colour, texture, finish, or pattern compared with any sample or description.

6.3 Our window services.

All our window services are bespoke and tailored to your individual Order. Fitting services for window products are only available where we've carried out the measuring and you've purchased the products directly from John Lewis. Our window services may include the following:

- (a) **Made To Measure Express (you measure and fit):** Curtains, Roller and Roman blinds will be made to your exact measurements within the tolerances stated in section 2.5. Your product(s) will normally be delivered to you within 7-14 days from payment, providing your chosen fabric is in stock. If your chosen fabric is out of stock, a Partner in our contact centre will contact you with an updated expected delivery date. If your Order contains multiple products, items that are ready within the 7-14 day timeframe they will be sent first, whilst products awaiting stock will be delivered later in line with the revised delivery schedule. We will pattern match joins on curtains and across each pair. However, pattern matching and batch matching cannot be guaranteed for multiple curtains or blinds in the same Order. If matching across several windows is required, this is only available exclusively through our Designed For You service.
- (b) **Designed For You (expert Partner measures and fits):** As part of the "Designed For You" premium service, we'll do our best to hide any seams/joins. When you place an Order for, multiple windows in your room, we will do our best to ensure that all products come from the same fabric batch for colour consistency. Lead times vary depending on the bespoke nature of your Order but are typically 4 – 8 weeks. We'll provide you with an estimated timeframe when you place your Order.
- (c) **Blackout blinds:** please be aware that some light may be visible around the edges around the blind and window ledge, which is normal for this type of product.
- (d) **Venetian blinds:** given that metal Venetian blinds may be prone to rust in humid environments, please note that where you ask us to fit these in bathrooms, they will not be covered by our guarantee.
- (e) **Roman blinds:** due to the natural folds in Roman blinds, some creasing may be visible when the blind is fully extended. If your window width exceeds the width of your chosen fabric, a vertical join will

be required. In this case, we'll use a centre panel and two outer panels that are pattern-matched for a constant appearance.

(f) **Chains and cords:** all chains and cords on our blinds must meet child safety requirements. If your Order includes blinds or tracks that we fit, it may be necessary by law for us to fit child safety devices. We cannot complete your fitting without these devices. If you choose not to have the required safety devices fitted, we will be unable to complete the fitting. In these circumstances, you will not be entitled to a refund, as the fitting cannot lawfully be carried out without the devices.

(g) **Window additional services:** we will need you to remove any existing window fittings, curtains or blinds– unless you opt for our Poles & Tracks take down service, which includes the removal and replacement of rails, tracks and old window dressings (but not disposal of those items). If you'd like us to dispose of your old items, we can quote for this additional service.

7 WHAT HAPPENS BEFORE YOUR FITTING APPOINTMENT

7.1 Scheduling your fitting appointment.

We will have contacted you to schedule your fit appointment once your order has been validated and paid for. We'll be able to give you an estimated fitting timeframe on the day of your appointment. Please note that this is a guideline only and may be subject to change.

7.2 Rescheduling your fitting appointment.

Our Fitters are booked several days ahead of your fitting appointment, so if you wish to reschedule, please call us on 0345 608 0850 not less than three working days before your scheduled fitting appointment.

If you wish to reschedule less than three days before your fitting appointment, a cancellation fee will be charged in accordance with these terms and conditions (See section 19). The administration fee reflects our reasonable costs for reallocating fitter time and scheduling resources.

7.3 Before your Fitter arrives.

We will contact you on the morning of your appointment to give you a morning or afternoon slot for when our Fitters will arrive. The Fitters will endeavour to contact you again following the completion of their prior appointment to give a more specific time of arrival.

7.4 Parking restrictions.

Please let us know about any parking restrictions or access issues before your fitting appointment by calling **0345 608 0850**, if you haven't already done so.

If parking requires a permit or special permission, you'll need to organise this yourself before the appointment. If we're unable to park because the right permissions aren't in place, we won't be able to carry out your fitting and will need to rearrange it.

If your fitting appointment is cancelled by us due to lack of access, or you cancel an appointment and wish to re-book, a cancellation fee will apply in accordance with these terms and conditions. See Section 19.

7.5 Restrictions to the fitting area.

Please let us know in advance if there are any restrictions within your property (for example, no lift access (if in a flat) or ongoing building works), by calling us on **0345 608 0850**. The area where we are to fit the products must be easily accessible and free from alterations at the time of your appointment. If unrestricted access is not provided, your fitting appointment will need to be cancelled. We will not be liable if any alterations made to your property after measurement mean that the products no longer fit as intended.

Where your fitting appointment is cancelled because access has not been provided by you, a cancellation fee will apply in accordance with these terms and conditions (see Section 19).

7.6 Deliveries.

Delivery times vary depending on the products and services you have Ordered. If your Order includes our fitting service, your Fitter will collect the products and deliver them to you on the day of the fitting. Where you have selected a waste collection bag as part of a fitted window dressing service, it will be delivered directly to you before your fitting appointment. If your Order does not include fitting, your items will be delivered directly to you.

7.7 A skilled fitter will be appointed by us to carry out your windows dressing fitting service. Your fitting may be completed by a John Lewis Partner Fitter or a trusted third-party fitter, both of whom are carefully vetted and approved by John Lewis.

8 ON THE DAY OF YOUR FITTING APPOINTMENT

8.1 A person with authority must be on site.

You or a person over 18 must be present throughout your fitting appointment.

8.2 Delegated authority.

If you are not present but another person aged 18 or over is, our Fitters will assume that you have authorised that person to provide instructions on your behalf, unless you have advised us otherwise in writing.

8.3 Delays.

We will contact you before your fitting appointment if there is a delay in our arrival time.

8.4 How long we will wait if there is a delay.

If we arrive and you aren't home, we will wait for up to fifteen minutes. If you aren't at your property within the fifteen minutes, this may result in your fitting appointment being cancelled.

If your fitting appointment is cancelled, a cancellation fee will apply in accordance with these terms and conditions. See Section 19.

8.5 Completing preparation actions.

You must complete all actions advised at the time your appointment was scheduled and confirmed with you the day before your fitting. This includes ensuring that we have clear access to the fitting area (with any furniture moved out of the way) and that any required parking permissions have been obtained.

If your fitting appointment is cancelled as a result of your failure to prepare for the appointment, and you need to re-book a fitting appointment, a cancellation fee will apply in accordance with these terms and conditions. See Section 19.

8.6 Knowledge sharing.

Please let our fitters know about any pipes or cables that you are aware of within the fitting area before the commencement of the fitting, this will help to ensure that your fitting runs as smoothly as possible.

8.7 Health and Safety - You must provide a safe working environment for fitting.

This includes but is not limited to providing safe access to the area of the fitting for any of our employees, agents and subcontractors, and other persons carrying out the fitting. Please ensure that children and pets are kept safely away from the fitting area. We may delay or suspend fitting if, in our reasonable opinion, the working environment is unsafe for our Fitters to carry out the services. We will not be liable for any resulting delay where the unsafe condition was caused by circumstances within your control (such as obstructed access or hazards you were aware of). This does not affect our responsibility for the health and safety of our Partners, agents or subcontractors, or your responsibilities under health and safety law.

8.8 Facilities.

It is your responsibility to provide welfare facilities including access to a toilet for the fitting team.

8.9 Additional product, alterations & fittings.

Any additional products, alterations, fitting work or visits requested by you may be chargeable. Our standard cancellation charges will apply for failed fittings due to, but not limited to, unsuitable products being selected by you or inaccurate information being provided to us regarding measurements or requirements. If you require further support to complete your purchase, contact our customer care team for further advice.

8.10 Waste - If we are tasked with waste removal and it has been paid for as part of your fitting, you must designate a safe and accessible area for the temporary storage and subsequent removal of this waste. Such storage space needs to be accessible for our third-party waste company to collect. Please ensure that the fitter is aware of the agreed position before commencement. We will endeavour to include sufficient charges for waste removal within your Estimate to dispose of your waste in a sustainable manner. If waste collection is part of your fitting, a waste collection bag will be sent to you prior to the fitting. Please provide the bag to your fitter on the day of fitting. Waste collections will be collected within 3 working days of the fitting.

Waste collection bags are for window dressing services waste only; there is strict legislation on the waste that can be collected via this method. Plasterboard/gypsum and items containing persistent organic pollutants (POPs) will not be accepted. POPs items are upholstered items with textile or foam upholstery which includes sofas, sofa beds, armchairs, chairs, stools, beanbags, cushions, foam mattresses, headboards, and divan beds. Pelmetts are currently accepted. Additional items such as circuit boards, plastic casing, cables, insulation foam, cooling agents, flame retardants and cathode ray tubes have been classed as hazardous as they are believed to contain an element of POPs. Wood waste for example: barge boards, external fascia, soffit boards, external joinery, external doors, roof timber, tiling cladding, tiling battens, timber frames and timber joists from buildings constructed pre-2007 may also be classified as hazardous.

If any of the above hazardous items are included in the waste collection bag, then the waste collection will fail, and cancellation charges will apply.

8.11 Aftercare.

Curtains purchased through our supply-only services arrive boxed and can take time to relax in their new environment, so please unpack and lay them flat on a clean surface immediately as this can help reduce any initial creasing which may be of concern.

To achieve the best possible appearance for your new curtains, please keep them dressed (tied to train them into their draped folds) for the recommended 72 hours before untying.

Some natural fabrics may contract and stretch. Please allow fourteen days for your curtains to settle before you contact us to make any necessary alterations or carry out remedial work.

While we will ensure all safety features are correctly installed to regulatory standards at the point of fitting, we are not responsible for the maintenance or reassembly of child safety features on our made to measure blinds, tracks and poles. We will, on completion of fitting, provide you with the manufacturer's instructions if you need to reattach.

For all products we recommend cleaning with a soft brush or vacuum, where appropriate. Customers should always follow the care instructions provided with the product.

These are general recommendations only, and John Lewis cannot accept responsibility for damage caused by cleaning methods that are not in accordance with the manufacturer's care instructions or that are unsuitable for the specific material.

8.12 Extra fabric.

Your Estimate may include extra fabric to allow for hems, headings and the additional material needed to achieve correct pattern matching. The amount of leftover fabric, if any, will vary depending on your chosen design and the measurements required. Where fabric remains after making your items, we may dispose of it at our discretion. The cost of this extra fabric forms part of your total quoted price and cannot be refunded.

9 OUR RIGHTS

9.1 Refusal of Services.

We reserve the right to refuse your appointment booking or to carry out the services if, in our reasonable opinion, you or any person present at your appointment behaves in an inappropriate, misleading, or abusive manner.

9.2 Storage of Products.

We will store your products in our warehouse for up to four weeks from the date we receive all of the items to complete your order. You must accept delivery of the products within this period, and where you have purchased a fitted service, you must also allow us to carry out installation within this timeframe.

If we have stored your products for more than four weeks, we will attempt to contact you at least twice using the details you have provided. If we are unable to reach you, or if delivery or installation is still not accepted or permitted after these attempts, and four weeks have passed since the date of receipt, we may dispose of the products.

Where products are disposed of because you have not accepted delivery or permitted installation within the required timeframe, you will not be entitled to a refund or any other compensation. This does not affect your rights where any delay is caused by us.

9.3 Repeat cancellations.

If you cancel your fitting appointment three times or more, we reserve the right to cancel the services and retain any sums which you have paid in advance.

9.4 Failure to re-book a fitting appointment.

Without prejudice to clause 9.1, if for any reason we cannot complete fitting your products during the fitting appointment, you must re-book the fitting appointment in order for us to complete the fitting

services. If we have not heard from you within three months of the failed fitting appointment, we reserve the right to cancel the remaining services and retain any sums paid by you in advance.

9.5 Additional charges.

Occasionally, unforeseen work may be required in addition to the work set out within your Estimate, including but not limited to the examples outlined in section 2.6.

If you have chosen not to remove existing curtain poles/tracks within your Estimate these will need to be removed prior to our arrival.

If upon our arrival the existing curtain poles or tracks have not been removed then payment for this service will be required prior to the fitting proceeding.

We will carry out works agreed with you or your representative. Any additional materials, labour or visits required will be charged at our standard rates. If the additional costs for the agreed fitting cannot be agreed between us and you, our cancellation policy will apply.

10 ADDITIONAL RIGHTS AND LIABILITIES

10.1 Non-Commercial use. We provide a service for non-commercial use only and our liability shall not, in any event, include any losses such as business interruption, lost profits, or lost data.

10.2 Suspending a fitting. We may, acting reasonably, suspend any fitting, at any time, for safety, technical, legal, or operational reasons, to protect you, your home, or the people working on the fitting.

10.3 Statutory rights. Nothing in your contract with us affects your statutory rights. For more information on your statutory rights, you can contact the Citizens Advice Consumer Service.

11 YOUR RESPONSIBILITY TO US

11.1 Information provided. You confirm that any and all information you provide, including when speaking to us or one of our representatives, whether in written form (including without limitation through text messaging or email), or orally, is accurate and correct.

11.2 Electricity and internet access You will provide us with a supply of mains electricity and, where required, your Wi-Fi or internet connection to enable us to complete the fitting and set up any smart or connected products, including hubs. You will be responsible for the charges and costs associated with the supply of electricity and internet access.

11.3 Permits/licences & other consents. It is your responsibility to obtain, pay for and comply with any and all permits, licences, and other consents, including, but not limited to, building regulations, (including regulations related to listed buildings and/or conservation areas) and/or traffic permits relating to the work.

11.4 Compliance with regulations. You will not engage John Lewis in any fitting that violates building regulations or other laws, regulations, or any Order of a court of relevant jurisdiction.

11.5 Hazards. You will inform us about anything that you believe is or may be dangerous or hazardous in your home before any member of our team enters your home, including but not restricted to the presence of asbestos

11.6 Delays. Should there be any delays in the fitting of your window dressings due to inadequate preparation on your part or arising from the use of other trade service providers, you will be liable for any additional costs incurred. This includes costs associated with extended fitting time. We will notify you of the incurred costs and invoice you accordingly. It is your responsibility to ensure that the site is adequately prepared and that any other service providers coordinate effectively to avoid such delays and additional expenses.

12 WORKMANSHIP GUARANTEE

12.1 Our guarantee period for workmanship.

For your peace of mind, all fitting services carried out by John Lewis or our approved fitters are covered by our two (2)-year workmanship guarantee, starting from the date the fitting service is completed. This guarantee applies only to the fitting service and covers issues arising from the fitting itself, such as where a product becomes loose or insecure due to how it was fitted. It does not cover product faults or manufacturing defects and is subject to the exclusions set out at clause 12.2. **The warranty set out in this clause 12 is in addition to your statutory rights, which remain unaffected.**

12.2 When the workmanship guarantee does not apply.

The workmanship guarantee set out in clause 12.1 does not apply where you have failed to notify us of the issue within two (2) years from the date the fitting was completed, or where:

- (a) product faults or manufacturing defects;
- (b) normal wear and tear;
- (c) misuse, neglect, accidental damage or environmental conditions (including moisture or heat);
- (d) changes to your property after measuring that affect how the products fit;
- (e) structural issues, unsuitable walls or inadequate fixings;
- (f) any fitting, alteration, removal or tampering carried out by anyone other than John Lewis or an approved fitter;
- (g) Customer-Supplied Products;
- (h) cosmetic issues, including creasing, natural fabric movement, shading, pattern variation or minor marks;
- (i) incorrect measurements supplied by you (for supply-only products); or

- (j) any alteration in the shape, size or condition of curtains or blinds, or any incorrect reinstallation, resulting from their removal or cleaning (including dry cleaning) by you or a third party not engaged or appointed by us.

The workmanship guarantee is non-transferable and can only be claimed by the original customer.

13 MANUFACTURING DEFECTS

13.1 Products supplied with manufacturer warranties.

Products come with a manufacturer warranty. These warranties are provided by the manufacturer, not by John Lewis, and are subject to the manufacturer's own terms, conditions, limitations and exclusions. The manufacturer's guarantee will accompany the product. **Any manufacturer's warranty is in addition to your statutory rights, which remain unaffected.**

Any repair, replacement, refund or price reduction (whether provided under a manufacturer's warranty or in accordance with your statutory rights) will apply to the defective product only. We are not responsible for replacing or refunding non-defective items supplied as part of the same order or installed in the same room, including for the purpose of achieving a matching set.

Where a manufacturer repairs or replaces a product under its warranty, John Lewis may charge for any refitting work required.

13.2 When an issue is not a manufacturing defect (including incorrect measurements).

If products are supplied or fitted to incorrect measurements or specifications as a result of an error on our part, we may, at our discretion, offer to alter the products — for example, by rehemming or making other reasonable adjustments — rather than remake them in full. If alteration is not possible or does not resolve the issue, we will discuss the appropriate remedy with you in accordance with your statutory rights.

Where the issue arises due to circumstances within your control, including incorrect measurements provided by you or changes made to the property after measurement, this will not be treated as a manufacturing defect. In such cases, the costs of any remedial visit, additional labour or further work required will be your responsibility.

Where a visit is required for battery-operated or rechargeable electrical items solely because batteries require replacement or the product requires charging, a call-out fee per installer will apply, as set out in clause 19.4. Such visits are not covered under the workmanship guarantee or the product guarantee, as they relate to general maintenance or user care and no product fault has been identified. Where more than one installer is required due to installation height or access requirements, the call-out fee will apply to each installer attending.

14 HOW TO REPORT, INVESTIGATE AND RESOLVE ISSUES

14.1 How to report an issue.

If you believe there is an issue with either:

- (a) the fitting service, or
- (b) a potential manufacturing defect,

Please notify us as soon as reasonably possible by emailing windows.aftersales@johnlewis.co.uk or speaking to a Partner in-store.

If you believe the fitting service has caused damage to your property, please report this to us as soon as reasonably practicable and within 3 days, unless the damage could not reasonably have been discovered earlier. This helps us investigate promptly and determine the cause.

Issues relating to the fitting services must be reported within two (2) years of the fitting being completed.

14.2 How we will investigate.

We will endeavour to investigate any issue you report. In order for us to properly investigate, you must allow us reasonable access to inspect the fitting or product.

When you report a manufacturing issue in respect of a product more than six (6) months after fitting, we may request reasonable evidence (such as photographs) that the issue relates to a manufacturing defect.

Once our investigation is complete, we will:

- (a) apply the appropriate remedy where the issue relates to our workmanship, in accordance with clause 14.3; or
- (b) where the issue relates to a manufacturing defect, we will explain whether your remedy falls under your statutory rights (clauses 14.4(a)–(b)) or under a manufacturer warranty, in which case the manufacturer will determine and provide the remedy under its own terms. John Lewis will assist in coordinating this where required.

14.3 Remedy where workmanship issues are confirmed.

Where our investigation concludes that there is an issue covered by the workmanship guarantee which falls within the two (2) year guarantee period:

- (a) we will carry out the necessary remedial works within a reasonable time (you must allow us access to your property); and
- (b) if a repair or adjustment is not possible, we will refund the fitting charge (or a fair proportion of it).

Any refund will be made to your original payment method.

14.4 Remedy where manufacturing defects are confirmed.

Where our investigation confirms a manufacturing defect, your remedy will depend on when the issue arises:

- (a) If the manufacturing defect is notified to us within 30 days of fitting, you are entitled to a repair, replacement or refund in line with your statutory rights.
- (b) If the manufacturing defect is notified to us between 30 days and 6 months after fitting, we will arrange the appropriate statutory remedy, which will normally be a repair or replacement in the first instance. A refund may be provided if repair or replacement is not possible.
- (c) If you report a manufacturing defect to us after 6 months of fitting, you must provide evidence that the defect was present at the time of delivery.

A manufacturing defect does not include minor post-installation adjustments or fine-tuning that do not affect the product's quality or ability to function as intended. Where an issue is covered by a manufacturer's warranty, the manufacturer will determine and provide the remedy under its own terms, conditions and exclusions. This does not affect your statutory rights. John Lewis will assist in coordinating this where required.

If a product must be removed from your home for inspection, repair or replacement (whether under statutory rights or a manufacturer warranty), we are not able to provide temporary alternatives.

14.5 Remedy where we have damaged your property.

Where, after inspection, we confirm that damage was caused to your property by our Fitters during fitting, we will make good that damage. We may instruct a third party (such as our insurer) to carry out remedial work. This liability does not extend to:

- (a) minor cosmetic marks, scuffs or indentations that can reasonably occur during fitting;
- (b) pre-existing damage, faults or weaknesses in the property, walls or surfaces;
- (c) any redecoration, repainting or cosmetic making-good beyond what is necessary to remedy the confirmed substantial damage.

15 WHAT WE WILL BE LIABLE FOR

15.1 Liability we do not exclude.

We do not exclude or limit liability where it would be unlawful to do so. We will be liable for:

- (a) death or personal injury caused by our negligence or that of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation by us, our employees, agents or sub-contractors;

- (c) breach of your legal rights in relation to the products, including your rights to receive products that are:
- I. as described and matching any information or samples;
 - II. of satisfactory quality;
 - III. fit for a particular purpose made known to us;
 - IV. supplied with reasonable skill and care; and
 - V. where fitted by us, correctly fitted;
- (d) defective products under the Consumer Protection Act 1987.

16 WHAT WE WILL NOT BE LIABLE FOR

16.1 General exclusions.

In addition to the exclusions in clause 12.2 (which relate specifically to the workmanship guarantee), we will not be responsible for any loss, damage or issues arising from:

- (a) your failure to comply with instructions or guidance provided by us or our Fitters (whether verbally or in writing);
- (b) misuse or neglect of the products by anyone other than us;
- (c) normal wear and tear;
- (d) any modification, alteration or tampering with the products by anyone other than us, one of our approved Fitters, or a third party authorised by us;
- (e) products that were not fitted by us or our approved Fitters;
- (f) damage caused by circumstances outside our control (including severe weather events such as flooding);
- (g) your failure to inform us of structural defects or anomalies at the fitting location;
- (h) failure to ensure clear, safe and uninterrupted access to the fitting area;
- (i) failure to provide adequate power, lighting, heating or other facilities required to enable the fitting services to be carried out;
- (j) changes in the condition of your property that you did not notify us of before the scheduled fitting;
- (k) issues caused by works that are outside the scope of the fitting services;
- (l) incorrect measurements provided by you (for supply-only products);
- (m) issues with supply-only products reported after fitting where the fault was visible prior to fitting (any associated costs will be your responsibility);
- (n) decoration or redecoration required where new product selections fit differently from previous window dressings;
- (o) minor cosmetic marks, scuffs or indentations that reasonably arise during normal fitting processes (including, for example, small drill holes);
- (p) any loss you may suffer as a result of needing to be present for delivery or fitting;
- (q) any loss that was not foreseeable by you and us at the time the contract was formed;
- (r) any loss that was not caused by any breach on our part;
- (s) any loss of income, loss of profits, loss of business, business interruption or loss of opportunity;

- (t) delays caused by events outside our control where we have taken reasonable steps to minimise the impact of the delay in accordance with clause 16.2;
- (u) any loss or damage to curtains or blinds to the extent that such loss or damage is caused by their removal, cleaning (including dry cleaning), alteration, or reinstallation by you or by a third party not engaged or appointed by us; or
- (v) any additional costs required where the surface or fixing point is unsuitable or inadequate for the fitting services.

Nothing in this section affects our responsibility to exercise reasonable care and skill when providing fitting services.

16.2 Delays outside our control.

If our supply of the products for your fitting appointment is delayed due to an event outside our control, we will inform 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 delays caused by the event.

If we notify you that your order is subject to a confirmed delay of three months or more due to circumstances outside our control, you may end the contract and receive a refund for any products or services you have paid for but not received.

We may also cancel your order where such a delay occurs. This includes, but is not limited to:

- (a) out-of-stock fabrics with no confirmed restock date;
- (b) fabric discontinuations;
- (c) fabric or material failures identified during production.

If we cancel your order, you will receive a refund for any products or services not provided, processed using your original payment method.

17 INTELLECTUAL PROPERTY

Any plans, drawings, designs, layouts, or other materials that we create for you, together with all intellectual property rights in them, remain the property of John Lewis & Partners. We also retain ownership of all measurements taken by our Estimators or Fitters during the estimating or fitting process. These measurements are for our internal use only and will not be provided to you.

18 HOW WE MAY USE YOUR PERSONAL INFORMATION

Please refer to our Privacy Policy which can be found at:

<https://www.johnlewis.com/customer-services/shopping-with-us/privacy-notice> for details on how we use your personal information.

18.1 Photographs for operational purposes – Throughout the scheduled fitting, we may take photographs which will be used to manage the fitting and record progress.

18.2 Photographs - With your consent, we may use photographs or films taken during your fitting for advertising or awareness campaigns on television, websites, social media platforms, or in printed materials. You may withdraw your consent at any time by contacting our Customer Care Team using the contact details set out in clause 21. Upon receipt of such withdrawal, we will take down and/or cease using photographs or films of your fitting and ensure that they are securely destroyed in accordance with applicable law.

19 ADDITIONAL CHARGES AND FEES

19.1 Cancellation fee - If you cancel a fitting appointment with fewer than three working days' notice, or if the appointment cannot go ahead because access was not provided or required preparations were not completed, a cancellation fee of £150 will apply.

19.2 Return visit fee - If a return visit is needed because the fitting area was not accessible, Customer-Supplied Products were unavailable or unsuitable, or other conditions required for fitting were not met, a return visit fee of £50 will be charged. Where an additional full day of fitting is required, a fee of £55 per day will apply. We will confirm any fee before rescheduling the appointment.

19.3 Additional labour or work required - Any labour, materials or work not included in your Estimate (including, for example, remedial work to walls or fixings, installation of battens, or work required due to incorrect measurements you supplied) will be charged separately. We will explain the additional work required and provide the cost before proceeding.

19.4 Maintenance call-out Fee (Battery/Changing issues) – For battery – operated or rechargeable electrical items, if a visit is required solely because batteries require replacement or the product requires charging, a call-out fee of £53 per installer will apply. This charge applies where no product fault is identified and relates to general maintenance or user care. Such visits are not covered under the workmanship guarantee or product guarantee.

19.5 Payment of charges - All charges under this section must be paid via our Customer Care payment line before the relevant work or return visit can take place. These fees reflect our reasonable administrative and operational costs.

20 OTHER IMPORTANT INFORMATION

20.1 We may transfer this contract to someone else.

We may transfer our rights and obligations under these terms and conditions to another organisation. We'll contact you if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within thirty days of us telling you about it and we will refund you any payments you have

made in advance for products not provided. Please be aware that any refunds due will be paid to you via your original payment method.

20.2 You need our consent to transfer your rights to someone else.

The workmanship guarantee applies only to the original customer and the original installation. It does not transfer to subsequent owners of the property. This does not affect the statutory rights of any property owner in relation to the products.

20.3 No other person will have rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

20.4 If a court finds part of this contract illegal, the rest will continue in force.

Each of the sections of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

20.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you or anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date. For example, if you do not pay an administration charge and we do not chase you, but we continue to provide our services, we can still require you to make the payment at a later date.

20.6 Service suspension: In addition to term 20.5 above, if you fail to make timely payments in respect of additional charges due, we reserve the right to suspend our services until all outstanding payments are received.

20.7 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts.

21 How to contact us.

If you need to get in touch with us regarding your window dressing products or fitting services, you can contact us using the details below.

Email: jl.windows@johnlewis.co.uk

Phone: 0161 495 5022 or 0345 608 0850

When calling, please select from the following options so we can direct you to the right team:

- Option 1 – To book, amend or confirm fitting appointments.
- Option 2 – To discuss an estimate, check the progress of an order, or make a payment.
- Option 3 – To discuss an order that has been delivered or fitted (Aftersales).