

Terms & Conditions – UkBathroomGuru Ltd

CONDITIONS OF SALE – SUPPLY ONLY

1. Definitions and Interpretation

"Company" means UKBathroomGuru

"Conditions" means the terms and conditions set out in this document.

"Contract" means the Order Form, these Conditions and the Specification together.

"Customer" means the person named overleaf on the Order Form.

"Delivery Date" means the date from which it is agreed that the Goods may be delivered to the Customer as stated on the Order Form.

"Goods" means the goods to be supplied under the contract and, where the context so allows, includes any installation of the Goods or any part of them.

"Order Form" means the order form overleaf

"Price" means the price stated on the Order Form.

"Services" means the services (if any) to be supplied under the contract.

"Specification" means the specification for the Goods as agreed between the Company and the Customer and signed by way of identification

2. The Sale

2.1 The Company shall sell and the Customer shall purchase the Goods subject to these Conditions.

2.2 The Company reserves the right to correct any typographical, clerical or other error or omission in any sales literature, price list, acceptance of offer or any other document or information issued by the Company without any liability on the part of the Company.

3. The Price

3.1 The Price stated on the Order Form shall be fixed for 12 weeks upon payment of a deposit in accordance with clause 4.1.

3.2 The Price unless otherwise stated shall be inclusive of VAT.

4. Payment

4.1 Subject to any special terms agreed in writing between the Company and the Customer, the payment terms shall be as follows:

4.1.1 An up front deposit payment of £300 shall be paid by bank transfer to secure an approximate fitting slot.

4.1.2 A stage payment shall be paid by bank transfer on the 1st weekend after the work has commenced (amounting to approximately 50% of the total quote to cover the work done to date.)

4.1.3 The remaining balance shall be paid by bank transfer within 7 days of the work being completed.

4.2 If the Customer fails to pay the Price, or any part of it, in accordance with this clause 4 then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

4.2.1 cancel the contract and suspend any further deliveries to the Customer; and
4.2.2 retrieve any materials on site or installed to recoup monies owed.
4.2.3 charge the Customer interest at a rate of 5% above the base rate of Barclays Bank PLC from the date when payment was due until the date payment is made in full plus any costs which the Company incurs in collecting the debt on an indemnity basis.

5. Cancellation

Deposits are non refundable, unless The Company cannot fulfill its fitting date.

The Customer may not terminate the Contract or cancel any part of it unless agreed in writing between the Customer and the Company. In such an event the Customer agrees to indemnify the Company in full against all losses, costs and expenses, whether direct or indirect, incurred by the Company as a result of such termination or cancellation.

6. Variation of the Contract

6.1 The Company reserves the right to vary the Specification:

6.1.1 so as to conform with any statutory or EU requirements where the change will not materially affect the quality or performance of the Goods; or

6.1.2 to reflect minor variations made to the Goods by any of the Company's suppliers or manufacturers.

6.2 Any variations to the Contract requested by the Customer must be agreed in writing between the Company and the Customer. Any variation will take effect as a cancellation of a part of the Contract and a request for new Goods, as appropriate.

6.3 Where new Goods are requested a new Contract must be entered into for these Goods. At the absolute discretion of the Company, this may require additional sums becoming payable by the Customer to the Company. Such additional sums under the new Contract must be paid in full and are not subject to clause 4 unless agreed with the Company.

7. Specifications

7.1 Where the Customer submits an order to the Company the Customer shall be responsible to the Company for ensuring the accuracy of the terms of the order (including all specifications) and for giving the Company all necessary information within a sufficient time to enable the Company to perform the Contract.

7.2 In the event that the Company deems that the installation of the Goods in accordance with the Specification would not be technically feasible then the Company may terminate the Contract and will return any part of the Price paid.

7.3 All drawings, particulars of weights and measurements, power consumption, floorplans, machines and sizes shall be regarded as approximate in any specifications provided to the Customer by the Company and shall not form part of the Contract unless specified in writing by the Company and the Customer accepts that such specification shall not form part of the representations inducing the Customer to enter the Contract.

7.4 The Customer acknowledges that the specification of the Goods may be subject to a variation in pattern, colour, texture and size due to variations in both natural and fabricated materials which have been used in manufacturing the Goods.

8. Delivery

8.1 Time for delivery shall not be of the essence of the Contract unless previously agreed by the Company in writing.

8.2 The following obligations shall apply to the Customer:

8.2.1 The Customer shall ensure that their premises are prepared, usable and safe for the delivery of the Goods by the quoted delivery date.

8.2.2 The Customer agrees to provide unimpeded access for the employees and vehicles of the Company, its sub contractors and carriers on and into the Customer's premises for the purpose of delivering the Goods to the Customer or for any related purpose.

8.3 If the Customer fails to take delivery of the Goods or any part of them, or fails to give adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's control or by reason of the Company's fault), or if the Company reasonably believes that the Customer has not complied with clause 8.2.1 then without prejudice to any other right or remedy available to the Company, the Company may:

8.3.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

8.3.2 after a period of 28 days from the stated delivery date sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the Price or charge the Customer for any shortfall below the Price.

8.4 The Customer may vary the Delivery Date with the prior consent of the Company on giving as much notice as reasonably practicable. Additional charges may be payable if the Company incurs additional expenses as a result of such variation.

9. Quality and Fitness

9.1 The Company shall be under no liability:

9.1.1 in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

9.1.2 in respect of any defect arising from an act or omission of the Customer, including (but not limited to) fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Company's instructions, misuse, alteration, installation or repair of the Goods without the Company's approval;

9.1.3 where the Customer has not paid the full Price by the due date for payment.

9.2 In respect of any Goods manufactured or otherwise supplied by the Company's suppliers, the Customer shall be entitled to any guarantee or warranty provided by the manufacturer or supplier to the Company only.

9.3 The Company is entitled to inspect any Goods in relation to which the Customer wishes to bring a claim under the guarantees at clause 9.1.

9.4 Any claim by the Customer based on a defect in the quality or condition of the Goods or their failure to correspond with any specification must (whether or not delivery is refused by the Customer) be notified in writing to the Company within 14 days of delivery or (where the defect was not apparent on reasonable inspection) within 14 days of discovery of the defect. If the Customer does not reject the Goods or notify the Company accordingly then the Customer shall not be entitled to reject the Goods, the Company will have no liability for any such defect and the Customer must pay for the Goods as if the Goods had been delivered in accordance with the Contract.

9.5 Where there is a valid claim based on a defect in the quality or condition of the Goods or where the Goods do not meet the specifications in the Contract then the Company may choose to either replace or repair the Goods (or any part of them) or refund to the Customer the Price (or a proportionate part of it). Following such action the Company shall have no further liability to the Customer.

10. Retention of Title and Lien

Until full payment has been made by the Customer the ownership of the Goods shall remain with the Company.

11. Indemnity

If the Goods are to be manufactured or any process is to be applied to the Goods by the Company or its suppliers in accordance with any specification of the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses resulting from any claim against the Company for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person resulting from the Company's use of the Customer's specification.

12. Restriction of Liability

Except in the case of fraudulent misrepresentation by the Company, or in respect of death or personal injury caused by the Company's negligence, the Company accepts no liability for loss or injury of any kind whether in respect of the Goods or Services except to the extent as provided by statute. Any claim shall be limited to the Price.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

13. Termination

13.1 Without prejudice to any other remedy which it may have, the Company shall have the right to terminate the contract if:

13.1.1 the Customer breaches the contract and fails to remedy the breach within a reasonable time; or

13.1.2 the Customer becomes insolvent or bankrupt, compounds with its creditors, has a Receiver appointed or is prevented by any force majeure from performing the contract.

14. General Terms

- 14.1 Neither party may assign the performance of the Contract without the prior written consent of the other party.
- 14.2 The English courts shall have exclusive jurisdiction to determine any dispute arising under the Contract and these Conditions shall be construed in accordance with English Law.
- 14.3 If any provision of these Conditions is deemed by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder of the provision in question and the rest of the Conditions shall not be affected.
- 14.4 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.