

# Terms & Conditions

## 1. Definitions

In this document the following words shall have the following meanings

- 1.1 "Buyer" means the person who buys the goods from the seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Goods" means the articles that the Buyer agrees to buy from the Seller;
- 1.4 "List Price" means the list of prices of the goods maintained by the seller as amended from time to time;
- 1.5 "Seller" means The Original Bathroom Company of 84 Liverpool Road Longton Preston Lancashire PR4 5NB
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller.

## 2. General

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 2.3 Placing an order for Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Seller
- 2.5 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.6 The company reserves the right to amend the prices listed within its published range. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation of information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.7 All specifications given to the customer are approximate and intended as a guide only. The Company does not accept responsibility for any preparation work based on such specifications.
- 2.8 The Company reserves the right to withdraw a product line or amend specifications without any liability on the part of the Company.
- 2.9 The Company reserves the right to make adjustments to the price to take account of any increase in our supplier's prices, or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. We will inform you of the correct price and give you the opportunity to cancel the order.

## 3. PRICE AND PAYMENT

- 3.1 Payment of the total purchase price (including VAT and any delivery charges) must be made in full before dispatch/delivery of the Goods.
- 3.2 The price of the Goods shall be that stipulated in the Seller's Quotation at the date of order or as agreed between the parties. The price is inclusive of VAT and exclusive of any delivery charges.
- 3.3 Until full payment is received all goods supplied by The Original Bathroom Company LTD remain our property, you must store them so that they are clearly identifiable as our property, you must insure them (against risks for which a prudent owner would insure them) and hold the policy on trust for us.
- 3.4 Quotations are valid for 30 days after such quotations are supplied to the customer.

## 4. DELIVERY

- 4.1 Delivery dates given are approximate and will only be confirmed once Goods are in stock. It is therefore advised that installation arrangements should not be made until all goods have been delivered and checked as in Clause 4.2.
- 4.2 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 48 hours of delivery of any shortfalls or if the Goods are damaged or do not comply with any part of the Contract. No claims will be accepted after this period.
- 4.3 All Goods, wherever possible, will be delivered within 14 days of the order being placed. Special lines are specifically ordered and may take longer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 4.4 The Seller shall use its reasonable endeavours to meet any date stated for delivery. In any event time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

- 4.5 The Seller shall not be liable under any circumstances to the Buyer or any third party for any delays incurred or any refitting costs incurred as a result of any Goods being delivered damaged, faulty or incorrect.
- 4.6 We will notify the Buyer that the Goods are available for collection at the Seller's premises or for delivery to such place and on such terms as agreed between the Seller and the Buyer at the time the order is placed.
- 4.7 Risk in the Goods shall pass to the Buyer upon delivery of the Goods.

## 5. CANCELLATION AND EXCHANGES

The Company will not issue refunds for goods that are no longer required. We will either exchange goods or issue a credit note both of which will be subject to a restocking fee. If the goods do not arrive in re-saleable condition including all original packaging no exchange will be offered or credit note issued.

- Please note: returns differ between respective manufacturers and are subject to restocking charges. Please contact us for details before arranging any returns
- The Company cannot accept cancellation or exchange of any special orders
- Deposits are non-refundable
- Ex-display items are sold as seen and are non-exchangeable

- 5.1 All goods received must be checked before installation. The Seller will not accept any returns for items once installed. This includes variations in shade and any items delivered either damaged or incorrect
- 5.2 Where a claim of defect or damage is made then it shall be the responsibility of the Seller to collect faulty Goods if the items are large, otherwise the Goods shall be returned by the Buyer to the Seller and the Buyer shall be entitled to replacement Goods or a full refund.
- 5.3 Any site visits requested by the customer to the seller to inspect goods and where the inspection results in the fault being caused by incorrect installation or negligence will be subject to a call out fee.
- 5.4 Where returned Goods are found to be damaged due to the Buyer's fault the Buyer will be liable for the cost of remedying such damage.

## 6. GUARANTEES

- 6.1 In addition to the Buyer's statutory rights, the Seller guarantees all Goods against faulty workmanship and materials for a period of 12 months from the date of delivery.

## 7. WARRANTY

- 7.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller

## 8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury, however the Seller shall not be liable for any direct loss or damage suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Goods.
- 8.2 The Seller shall not be liable under any circumstances to the Buyer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Buyer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

For the avoidance of doubt, The Company does not limit its liability for death or personal injury to the extent only that it arises as a result of the negligence of The Company, its affiliates, directors, employees or other representatives.

## 9. FORCE MAJEURE

- 9.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

## 10. SEVERANCE

- 10.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

## 11. INFORMATION

- 11.1 The Company is the sole owner of information supplied to us for the use of our services. We will not sell, share or rent any personal information to others. We may use this information to notify you of important changes to our service.