

TERMS AND CONDITIONS CONTRACT AND GUARANTEE

In these conditions **Bayliss Limited** is referred to as the Company and the person signing the contract is referred to as the customer.

1. All quotations are gross of VAT and shall be effective for thirty days from the date written. After the expiry date an extension on time and/or price must be agreed by the Company in writing. Any typing, clerical or other error in any quotation, invoice or plan issued by the Company shall be subject to correction by the Company without any liability on the part of the Company. All the terms of the contract between the Company and the customer are not contained in this contract and no variation of these terms nor shall cancellation of this contract be considered unless a written request is received within seven days of the date of this contract. Any oral representation or promises made by anyone other than the Director or the Manager of the Company are expressly excluded.

2. This contract is binding on both parties, however, the Company reserves the right to cancel this contract if upon receipt of our contractors working details the Company considers that satisfaction is not likely to be received with this installation/order.

3. Representative and showroom samples are used to demonstrate typical product, its composition and general appearance. The fittings and samples of bathroom modules are manufactured by individual companies and installed/supplied in the way the Company considers most suitable. In keeping with the Manufacturer's/ Company policy of continuous improvements to its products, production and installation methods, it reserves the right to make any necessary modifications without notice.

4. All fittings used are of the best Commercial Standards, but no guarantee is given or implied against minor imperfections, beyond that given by the manufacturer. No responsibility can be accepted by the Company for any damage once the installation / supply have been completed. The Company excludes liability for optical effects attributable to natural phenomena.

5. Customer acknowledges that tiles inherently vary in shade and colour. In no event shall Company be liable for any variation in shade and/or colour between tiles received and sample tiles.

Customer acknowledges that some wearing, crazing or scratching may occur over a period of time with use. Customer acknowledges that in no event shall the Company be liable for any damages, whether in contract, tort or otherwise, stemming from the original design layout, including any damages which may result from the improper placement of tiles, improper selection of patterns, or blending of colours.

Customer acknowledges in no event shall the Company be liable for any damages, which may result from shortages or overages of tiles ordered.

All excess consumables, products and tiles not required to complete the job belong to Company and will be removed from the site.

6. Computer generated designs images are not actual. All images, descriptive matter, specifications and advertising on our site are for the sole purpose of giving an approximate description of the goods. We always endeavour to ensure all product descriptions are correct, but advise customers to seek technical advice from either our designers or from qualified sources prior to ordering products and any work to be carried out. Any image, visual or graphic photo is strictly for representation only and should not be relied on for accuracy.

7. Any dates of commencement and completion of works are offered in good faith and are based on the position of the date of order. They are not guaranteed and could be subject to delays because of strikes, accidents, government direction, force majeure, mechanical breakdowns, unavailability of materials and parts and other causes beyond the Company's control. The Company will make all reasonable endeavours to start and complete work by the dates given but will not accept any liability for unforeseen delays whatsoever.

8. The customer will give access to the premises to any member of the Company, its agents, contractors, servants and workmen all at reasonable times so that the Company may complete the installation / supply in accordance with this contract.

9. The Company will make good any damage caused in the course of installation to the plaster; floor, rendering or brickwork immediately surrounding any area of the room, but does not undertake to replace specialised finishes, such as artex, or surrounding wallpaper or paintwork. The Company accepts no responsibility for any damage resulting from structural or other defects in the property at which the installation is carried out but any complaint or claim by the customer for compensation for any damage or alleged damage by the Company for which it may or may not be able under these terms and conditions must be made in writing to reach the Company within 7 days of completion of the installation/supply. Time is of the essence and if such complaint or claim is not received within the said period of seven days the Company will accept no liability whatsoever.

10. Removal of personal belongings in the bathrooms and any working areas is the customer's responsibility. The Company shall not be liable for any consequential loss. Customers must be aware when tiles are being cut and general installation dust will be created. It is up to the customer to remove, cover property or protect property. The Company cannot accept liability for cleaning of property or personal belongings that has been dust damaged. If the garage is the chosen storage location it is the customer's responsibility to take all reasonable action to ensure no damage can befall any personal possessions stored in this area. It is up to the customer to remove or cover vehicles. The location of supplied stored items must be easy accessible for the Company. The supplied items are the sole responsibility of the customer. The Company cannot accept liability for security and well being of goods.

Animals at the property are the responsibility of the customer; The Company shall not be liable for any of loss or injury.

11. When making good, any work resulting from installation, the Company will endeavour to match existing materials i.e. brickwork, floors, wall colours etc., but reserves the right to substitute other materials.

12. The company shall be responsible for the removal of waste materials created by the installation.

13. The company shall indicate the price inclusive of V.A.T on the order. If government instituted changes occur it is the rate prevailing at the date of the invoice that will be charged.

14. **GUARANTEE:** One year guarantee takes effect from the time of installation on the WORK, subject to payment in full having been received by Company.

All fixtures such as furniture, taps, extractors, mirrors, tiles, appliances are subject to individual guarantees provided by the manufacturers, and are subject to replacement on supply basis only.

The guarantee is given in addition to and not in substitute of customer's rights under the Common Law or any other statutory act.

15. The guarantee is transferable, but only with the express consent of the Company. The guarantee comes into effect immediately, on completion of the installation, provided that the full price has been paid, otherwise it is void. The terms and/or conditions of the company's guarantee does not affect or detract the customer's statutory rights.

16. Payment Terms on supply and installation will be a 10% deposit to be paid on the day of the sale. A second payment of 80% of full quotation amount on commencement of work and the remaining balance of 10% will be paid on completion of installation (unless agreed otherwise by the Company).

Payment Terms on a supply only basis will be 100% to be paid on the day of the sale.

Payment is to be made to the company in bacs, cash, cheque or debit/credit cards (in favour of **Bayliss Limited**).

17. Minor defects or matters requiring rectification which would normally be dealt with under the Company guarantee shall not be considered good reason for non-payment of balance. Ordered goods are subject to a 20% restocking charge fourteen days from purchase; all returns must be as sold. Made to order goods are non-refundable. The Company will exchange damaged/faulty goods reported within forty eight hours of receipt. Any claims for damaged/ shortages after this period will not be entertained.

18. The company reserves the right to charge interest at the rate of 10% per month on any balance remaining outstanding after the installation/supply is completed.

19. All goods supplied by the Company shall remain their sole property until payment has been received in full. Upon failure to pay for any reason, the Company or its agent shall be at liberty to retrieve all goods supplied by the Company. The Company guarantees their workmanship and installation including all non-manufactured items against defective workmanship for twelve calendar months from the date of installation for that work or part thereof which the invoice relates. Any such fault must be reported to our office within forty eight hours of the apparent fault occurring. Any warranty will be void if any party other than the Company has been involved in any inspection, alteration or remedial action to the goods in any way. No warranty for goods supplied is given by the Company, all products including consumables such as lamps, bulbs etc are guaranteed under manufacturers guarantee (if any) same applies to re-use of buyer's own goods of which the Company accepts no responsibility. It is the buyer's responsibility to satisfy itself as to the specification of items ordered along with their description, suitably for the purpose intended and/or performance required.

20. The above terms and conditions apply, whether the customer is having the Company products installed by Bayliss Limited or on a supply only basis.

21. E & OE. Please check appendix BL23A carefully. The product and work you are paying for is listed on this appendix. Any additional product or work carried out not included on appendix BL23A is a chargeable extra.

22. If you wish, you have the right to cancel the contract within 7 days of receiving this Notice. You can do this by sending it back to us by post or e-mail.
The notice of cancellation is deemed to be served as soon as it is posted or sent to the trader or in the case of an electronic communication from the day it is sent to the trader.
Please note that you may be required to pay for goods or services if performance of the contract has begun with your written agreement before the end of the cancellation period.

BAYLISS LIMITED
Notice of Right to Cancel the Contract

(The trader should complete the section below. The customer should retain this.)
If the customer wishes to exercise his/her right to cancel the contract, the top section overleaf should be completed, detached and returned to the Trader.

Date of Issue

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Name and address of Trader

BAYLISS LTD
23 Gate Lane
Boldmere
Sutton Coldfield
B73 5TR
Info@baylisslimited.co.uk
0121 362 1800

Contract Reference No/Order no/or description of contract

Ref:

Name and address of person to whom the Cancellation Notice may be given, or an email address to which it may be sent.

BAYLISS LTD
23 Gate Lane
Boldmere
Sutton Coldfield
B73 5TR
Info@baylisslimited.co.uk
0121 362 1800

Customer Cancellation Rights

You have the right to cancel this contract if you wish, within seven working days starting on the day this Notice of Right to Cancel is issued. Cancellation should be communicated in writing or by e-mail to the Managing Director at the above address.
The Cancellation Notice form overleaf may be used to exercise this right and can be delivered in person, by email or sent by post – in which case you should obtain a Certificate or Posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to the Trader.

Work begun prior to the expiry of the cancellation period

If you have agreed in writing that work will commence before the seven working day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You are asked to confirm in writing that work may commence before your cancellation period expires. You can use the lower half of the form overleaf to do this.

Cancellation Notice

(Complete, detach and return this portion of the form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**)

To: Managing Director

BAYLISS LTD
23 Gate Lane
Boldmere
Sutton Coldfield
B73 5TR
Info@baylisslimited.co.uk
0121 362 1800

I/We (delete as appropriate) hereby give notice that I/we wish to cancel my/our contract. (Trader to insert contract ref no, or name and address of customer)

Ref:
Mr & Mrs

Signed

Date

Work commencing prior to the expiry of the Cancellation Period

If the customer agrees that work may start before the cancellation period expires, they should sign below to confirm this agreement and that they understand that if they decide to cancel within seven working days, reasonable payment may be due for works already carried out prior to cancellation.

I/We agree that **BAYLISS LTD.** may commence work on **(DATE)**..... , before my cancellation period has expired.

I understand that if I decide to cancel within seven working days, I may be asked to pay for any work that has been done prior to my cancellation.

Signed

Date