

TERMS AND CONDITIONS CONTRACT

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

1. Acceptance of Goods

All goods must be fully inspected by you before the fitter is allowed to start installation to ensure you are fully satisfied with your purchase. Any product once in your possession that has been fitted in any way and 'conform to standards' will be deemed as accepted by you. We strongly advise all our customers to ensure that all products are as chosen before instructing an installer i.e. design, colour, quality, size, variation etc. Please refer to the Description of Goods & Accuracy of Product Information above for manufacturer variations details. All manufacturers reserve the right to make alterations and variations to materials, colour grades and technical specifications at any time due to world resources. Where goods are rejected by you for whatever reason we will endeavour to organise a replacement as soon as practical. Please be aware that some of your chosen products may have a long lead-time for re-delivery from the suppliers and it is also possible the manufacturer may make specification changes at any time.

Product Guarantees

All products supplied are covered by the terms and conditions of the Manufacturer's Guarantee. This guarantee specifically excludes faults caused by accident, neglect and misuse. In addition, routine maintenance if needed is not covered. This does not affect any statutory rights that you have.

Bathroom Installers

Where an installer is recommended or advertised by us then this is in good faith and without responsibility and without warranty as to the ability of the installer nor is any such warranty to be implied by reasons of such recommendation or appointment. In no circumstances shall we be liable for any loss, damage or expense suffered by you or any third-party by reason of any acts, defaults, omissions or delays of the installer, his servants, agents or subcontractors whether due to negligence or otherwise. All recommendations are from customer feedback only and do not form part of our contract.

2. Payments

Payment Methods: We accept all major credit and debit cards including Visa, MasterCard and Switch. On the order you must provide us with your exact billing address and telephone number - the address and phone number your credit card bank has on file for you. Incorrect information will cause a delay in processing your order. Your order will only be processed once authorisation of your credit card has been properly received.

Customised Bespoke Made to Measure Products

We will not accept cancellation or return on customised, made-to-measure or bespoke products as these products are exempt from the right to cancel under the Consumer Protection (Distance Selling) Regulations 2000.

Examples: Customised, made-to-measure or bespoke products are those that are specially manufactured, altered or modified to your specific requirements i.e. fitted furniture with colour/size/shape variations or whirlpool baths customised to include hydrotherapy lights or air spa systems. Another example is where you have ordered a regular bath and then ordered a whirlpool system which requires the bath to be drilled or modified.

Customised tap holes – Where you have ordered a bath and prior to delivery requested our special drilling service for 1, 2, 3, 4 tap holes or specific hole positioning. All products that are customised, made-to-measure or bespoke and have been modified to your specific personal needs cannot be cancelled under the Consumer Protection (Distance Selling) Regulations 2000.

3. In-Store Customers

When a customer places an order in person in the showroom, whether or not subsequently confirmed by telephone, there is no legal requirement on the company to accept returns, offer an exchange or a refund for items that are fault-free and conform to the Sale of Goods Act 1979. However, once an order has been placed the Company will review a return, exchange or cancellation on a case-by-case basis. If the company gives a concession we will make a standard charge of 25% re-stocking fee plus delivery charges, where applicable.

4. Description of Goods & Accuracy of Product Information

Certain products are of a technical nature where it is not practical to publish detailed specifications. All images, descriptive matter, specifications and advertising included on our site are for the sole purpose of giving an approximate description of the goods. 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. Our website is accessible by suppliers and manufacturers for ease of update and some information has been gathered from public-domain sources.

All manufacturers reserve the right to make alterations and variations to materials, colour grades and technical specifications at any time due to world resources. The intention of the Company is that all information on the website should be as accurate and up-to-date as possible. However the, Company cannot guarantee the reliability or the accuracy of the information. All manufacturers reserve the right to make alteration and variations to materials, colour grades and technical specifications at any time due to world resources.

Any image, visual or graphic photo is strictly for representation only and should not be relied on for accuracy.

5. 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.

6. 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.

7. 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.

8. 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.

9. Customer acknowledges that tiles inherently vary in shade and colour. In no event shall the 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 the Company and will be removed from the site.

10. 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.

11. 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.

12. Payment Terms on supply be a 100% 1st payment 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**).

13. 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.

14. The above terms and conditions apply to supply only basis.

15. 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.

**16. 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.**