

TERMS & CONDITIONS - SHOWROOM

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1. Information about us

BathroomsbyDesign Retail Ltd has been in business since 2006 (Trading as BathroomsByDesign and previously known as Bathroomsdirect.com until 2015). We have 3 showrooms across South West London and our warehouse and head office is in Brentford, easily accessible from the A4. Bathroomsbydesign Retail Ltd is registered in England and Wales under company number 6357924, with our registered office and main trading address at; Unit 1, Amalgamated Drive, Brentford, Middlesex, TW8 9EZ.

2. Terms used

In these terms and conditions, unless the context otherwise requires, the following definitions shall apply;

2.1 - you or your means the customer ordering and purchasing Products.

2.2 - Consumer has the same definition provided for in Section 2 of Consumer Rights Act 2015

2.3 - we, us or our means BathroomsDirect.com Ltd trading as BathroomsByDesign from whom you purchase Product(s).

2.4 - delivery terms means the terms that apply to our product delivery services, full details of which can be found in section Availability and Delivery Terms in this document.

2.5 - order means an order placed by you for Product(s) in store, by telephone or using such other means

as we may permit from time to time.

2.6 - product or products means the goods and products that we sell.

2.7 - terms means these terms and conditions of sale.

2.8 - dispatching means delivery to an address agreed with you or a collection made by you from our warehouse.

2.9 - contract means the sales contract between you and us that concludes and forms when you make a payment to us in relation to an order.

Each section heading is placed in these terms and conditions for convenience only and do not form part of these terms and conditions.

3. Your status / Formation of Contract

3.1 - By placing an order, you warrant that, you are legally capable of entering into binding contracts.

3.2 - Prior to placing an order with us you will receive a quotation for the product(s) that you wish to purchase from us. By placing an order for such product(s) you will be deemed to have accepted the quotation (subject to any changes as per Clause 7). Once an order is placed, you should receive a sales order confirmation (normally sent by email) acknowledging that we have received the order. Your order constitutes an offer by you to us to buy product(s). All orders are subject to acceptance by us. If you do not receive an order confirmation, it is your responsibility to notify us and we shall resend the relevant documents.

3.3 - The contract will relate only to those products we dispatch to you. We will not be obliged to supply any other products which may have been part of your order until those products become available to us for dispatch.

4. Consumer rights

4.1 - If you are contracting as a consumer via our showroom services - you do not have a statutory right to cancel your order once you have made payment as your contract follows the rules stated in these terms and conditions

4.2 - This provision does not affect your rights as a consumer as defined in the consumer rights act

5. Product description

We are always working to ensure that all information provided is accurate and up to date. Our manufacturers and suppliers supply all images and product specifications to us. The accuracy or reliability of information contained in any documentation or discussions cannot be guaranteed. We reserve the right to amend product specifications without prior notice and, where dimensions are specified, these contain 3% margin either way to allow for manufacturing tolerances.

6. Delivery of goods

6.1 - The products and/or services that we offer may be withdrawn at any time for any reason, and are always subject to availability.

6.2 - If for any reason we cannot supply the goods, you will not be charged and you will be refunded any monies that may have already been taken.

6.3 - We will endeavour to advise you the most accurate lead times possible at point of sale however these lead times are non-contractual and delivery could be delayed due to events beyond the Company's control (Force Majeure) or supply chain issues which may extend the lead time. BathroomsbyDesign will not be liable for any consequential losses due to these delays.

7. Price and payment

7.1 - You are responsible for ensuring that all Goods are paid for in full. Goods Will not be despatched to you until you have made payment in full at least 14 (fourteen) days prior to the agreed delivery date.

This is in-line with our payment policy document.

7.2 - The price of any products will be as quoted on the quotation document, except in cases of obvious error.

7.3 - These product prices exclude delivery costs. Delivery charges will be agreed with you and detailed separately on the quotation and sales confirmation. If the rate of VAT changes between the date of your order and the date of delivery, then you will be liable for any difference in VAT when taking delivery

7.4 - Prices are liable to change at any time, but changes will not affect orders that have been processed and payment policy is followed. The prices will reflect the prices already sent you a sales order confirmation.

7.5 - Our system contains a large number of products and it is always possible that, despite our best efforts, some of the products listed or offered may be incorrectly priced. Where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If a product's correct price is higher than the price quoted, we will either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection.

7.6 - If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the products to you at the incorrect (lower) price.

7.7 - Payment for all products must be by credit card, debit card, BACS, cheque or cash. We accept payment with Visa, Mastercard, Visa Delta, Switch, Maestro and American Express Cash payments will only be accepted to a maximum of £5,000. We may at any time decide to refuse cash and require payment by card or BACS. For further details please see our payment policy document.

7.8 - Payments must be received inline with our payment policy below:

Value of Order	Initial Payment	Final Payment
Under £2,500	100%	NA
£2,500 to £10,000	75%	45 days from order date or 14 days before 1st delivery
£10,000 to £20,000	50%	60 days from order date or 14 days before 1st delivery
Over £20,000	50%	90 days from order date or 14 days before 1st delivery

7.9 - Any references made to 'Price Match Guarantee' or similar price match promotions require the following criteria to be met for the claim to be valid:

- The product(s) in question offered at the lower price MUST be identical to ours.
- The product(s) MUST be in stock at the alternative supplier.
- The product(s) MUST be freely available for collection or delivery.
- The products total price must "include" all delivery and handling charges to the specified delivery address.
- The Competitor must be based in Mainland England and Wales.
- Volume limits apply and is up to our discretion if the volume is higher than one.

8. Storage of your order

8.1 - Goods will be stored in our London warehouse ready for despatch, free of charge for up to 12 months. After this time, we reserve the right to charge 1% order value per month to cover our purchasing and storage costs.

8.2 - If the final payment has not been received as per the payment policy above, we reserve the right to charge 1% order value per month to cover our purchasing and storage costs.

9. Availability and delivery

9.1 - We will not deliver goods without prior agreement to an agreed location on a specific date. The location will be detailed in our system against your order as a record of the agreed address.

9.2 - There may be delivery address restrictions when paying over the phone, this will limit us to sending the goods to the billing address of the card used for payment

9.3 - You must do all that you reasonably can to enable the delivery to take place on the agreed date. If we are unable to deliver the products as a result of your action or inaction (for example, you are not present at your property), we will need to arrange an alternative delivery date and we reserve the right to charge reasonable, market rate costs. Please note this date may be 7 working days later and we will not be liable for any additional costs due to delays caused

9.4 - Where we have agreed to deliver products, we will use reasonable endeavours to do so on the agreed date. In the case of circumstances beyond our reasonable control (for example, adverse weather conditions, unpredictable delays caused by traffic congestion, road works, diversions or mechanical breakdowns, in each case to the extent beyond our reasonable control) we may not be able to deliver the products within these time scales and we will not be liable for any delay or failure to deliver the products if the delay or failure is wholly or partly caused by such circumstances. In the event that a delivery does not take place, we and you will agree on an alternative delivery date as soon as possible.

9.5 - Unless we have agreed otherwise, products must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the product(s) to the address we have agreed with you.

9.6 - Before products are loaded onto our delivery vehicles and leave our premises to be delivered to you, we undertake a quality control check to verify we have accurately dispatched the correct products to you. In the unlikely event that you or your servant or agent (including plumber or other installer) discover a missing product or part, incorrect or defective product upon taking delivery, then notwithstanding your rights, we require that you notify us as soon as possible, and in any event no later than 48 hours from the time of delivery. We will then investigate. This must happen before any installation work is undertaken and not after 48 hours, as this is deemed acceptance of the product. We will deal with the product in accordance with our returns policy (detailed in the returns policy document).

9.7 - For the reasons of health and safety and to avoid property damage, certain products and goods that are palletised, large and or heavy products, will be delivered as close as possible to the front door on the ground floor of the agreed delivery address. If this location is unreachable for any reason, such as being located on a narrow street, up a flight of stairs (such as flats), or due to any other obstruction, delivery will be made as near to your property as possible. Gravel driveways may constitute an obstruction if it prevents use of handling trolleys.

9.8 - For palletised, large and or heavy deliveries not by our own vehicles, by a third party, the driver is NOT insured to take the goods inside your property. The pallet will be delivered as close as reasonably possible to the agreed address, and it is your responsibility to provide sufficient manpower to safely carry the goods into your premises.

9.9 - Pallet deliveries may be handled by an independent courier company who, after receiving the goods, may contact you directly to arrange a date that suits you. Please make sure you are contactable on the contact number provided otherwise it will delay your order which we take no responsibility for. In this event, we will have agreed this with you in advance. If there is a delay, you may also be liable for re-delivery charges from the 3rd party courier

9.10 - Products may sometimes be delivered directly from the manufacturer. We will notify you of this and these terms cover deliveries of this type.

9.11 - You have no right to compensation or consequential losses due to delays on site. We will notify you where possible of missing items and keep you up to date

9.12 - Where delivery times are stated quotations or orders, the times are non-contractual and are approximate only. Delivery could be delayed due to events beyond the Company's control (Force Majeure). BathroomsbyDesign will not be liable for any direct or indirect consequential losses.

10. Risk and title

10.1 - The products will be at your risk from the time of delivery. NOTE this also includes collection if you collect from our warehouse, this is in-line with the customer care checklist you signed at point of order. We will not accept any damaged or missing item claims when items are collected from our premises.

10.2 - Ownership of the products will only pass to you when we receive full payment of all sums/due in respect of the Products, including delivery charges and the items have been delivered to you. This is also the point of invoice and when the goods become yours.

10.3 - Payments made before delivery are advanced payments for the goods. The ownership and taxable event occurs on dispatch

10.4 - Unless credit is arranged, items will not be dispatched until we receive full payment.

11. Acceptance

A product is deemed accepted and therefore in perfect condition on arrival under the following conditions:

- Installed - your installer is a representative of yourself so please make sure they are informed on the product they are awaiting*.
- Item is within your possession for a reasonable amount of time*.
- If you manipulate or modify your product in anyway.
- If you use your item*.

*Please note this does not affect your guarantee.

12. Guarantee

12.1 - We guarantee items for 1 year after delivery date, after this date the manufacturer may supply an additional guarantee period. If you have queries please contact us or the manufacturer. If anything goes wrong outside our guarantee period please contact us or the manufacturer directly.

12.2 - Please follow instructions provided as if, upon investigation, an item is found installed incorrectly it will void all guarantees.

12.3 - By modifying your item you void all guarantees immediately unless the manufacturer has given permission. Please note if they give permission within the 1st year they take over the guarantee period from ourselves.

12.4 - If a product requires registration for an extended guarantee, we take no responsibility to do so and it is the sole responsibility of the consumer. Information on how to do so is on relevant product instruction manual.

12.5 - In line with 12.4 - we will not advise or prompt the consumer to register guarantees and take no responsibility for claims being rejected due to guarantees not being registered

13. Our Returns & Cancellations Policy

13.1 - For all returns, you must follow the guidelines given in our returns policy document, which can be found attached to every order confirmation. If you do not have it, please contact us - we take no responsibility if you do not have a copy at point of order but have not raised this with a member of our team.

13.2 - Subject to your Consumer Rights and Section 4, products can be returned for the following reasons:

Faulty goods - exchange or repair if notified within 6 months of delivery

Photographic evidence is required and we will endeavor to have a solution in-line with our returns policy. If BathroomsbyDesign believe the fault has been caused post delivery then we will provide an explanation. After 6 Months, the customer must provide evidence that the fault was not caused by mis-use.

Damaged Goods - exchange if rejected at point of delivery

At point of delivery, the responsibility and ownership of the goods is passed from us to you. Therefore, any damaged items must be rejected at point of delivery. However, we will consider a claim made within 48 hours of delivery if there is reasonable doubt that the goods were delivered in satisfactory condition. Inset baths, shower trays and bespoke glass/mirrors must be checked within 1 hour of delivery.

Incorrect Item Delivered - exchange if notified within 6 months of delivery

If we supply the incorrect goods (delivery note different to item received), where possible please refuse goods at point of delivery, if not then make sure the goods are kept in perfect condition ready for collection as it is your responsibility maintain the condition of the item prior to an exchange or refund taking place. After 6 month, replacement items may be chargeable.

Not of satisfactory quality - exchange if notified within 28 days of delivery

Where possible please refuse goods at point of delivery, if not then make sure the goods are kept in perfect condition ready for collection as it is your responsibility maintain the condition of the item and

packaging prior to an exchange or refund taking place. If not reported within 28 days, we deem this as acceptance of the quality of goods

Not fit for purpose - exchange if notified within 28 days of delivery

When goods supplied are not fit for purpose due to a BathroomsbyDesign error. Please note it is your responsibility to provide relevant information and ensure the initial information we are given and the installation conditions are as described to our consultants. If this is not the case and it is down to on site changes then the return falls under no longer required. Any returned goods must be boxed and in perfect condition.

No longer required - refund or exchange if notified within 28 days of delivery

If conditions have changed on site or you have decided you no longer want or need a product then restocking and handling fees may apply. If the item is special order or bespoke, a refund may no longer be possible. Therefore on our quotations' & orders', we clearly outline what items are subject to these conditions in the RCP column. If a line is missing an RCP code then it is non-cancellable.

(NR) - Items from Manufacturers without a return fee - No Restocking charge if within 12 months of order date

(RC) - Items from Manufacturers with a return fee - 25% if within 90 days of order date

(BE) - Bespoke or Made to Order Items - Non Cancellable from point of confirmed order

(SP) - Special Order Items - Non Cancellable from point of order

() - Special Order Items - Non Cancellable from point of order

13.5 - If returning via a courier, then it is your responsibility to package the item suitably and ensure it is not damaged in return transit. We recommend packaging it in an external box with protection. Please do not stick the return label to the product box as this may result in a refund being void.

13.6 - For the full returns policy, please see our returns policy document, which was sent with our order confirmation

14. Our Liability

14.1 - We guarantee that any product purchased from us through our showrooms is of satisfactory quality and reasonably fit for all the purposes for which products of that kind are commonly supplied.

14.2 - Subject to clause 14.5:

- We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;
- We may agree to cover reasonable costs but purely as a goodwill gesture - there is no contractual obligation as per this document

14.3 - If you intend to install a product you have purchased from us through a plumber or other installer and, prior to the installation, you are aware of a defect or your plumber or installer should reasonably be expected to discover and therefore become aware of any such defect upon inspection, then if the planned installation proceeds we will not be responsible for any costs of re-installation, incurred by you or your plumber or other installer, which you may subsequently claim to have been necessary as a result of the defect.

14.4 - In the event of us agreeing to reimburse you for the costs of re-installation (for instance, if we determine that the Product in question was defective when installed but such defect may not have been clearly apparent to you or your plumber or other installer) then such reimbursement is limited to your plumber or other installer's reasonable costs, which may be determined with reference to normal industry levels at the time in question.

14.5 - Nothing in these terms and conditions shall limit or exclude our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- Fraud or fraudulent misrepresentation;
- Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- Defective products under the Consumer Protection Act 1987; or
- Any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15. Written Communications

15.1 - Applicable laws require that some of the information or communications we send to you should be in writing. When ordering products from BathroomsbyDesign, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

15.2 - BathroomsbyDesign can not be held responsible for any communication about your order made via personal communication means. For example, personal whatsapp, emails and texts

15.3 - BathroomsbyDesign can not be held responsible and reserves right to not fulfil clearly incorrect or unreasonable communication made by an employee through their company communication channels like email, verbal communication and phone.

16. Notices

All notices given by you to us must be given (by letter) to BathroomsbyDesign, Unit 1, Amalgamated Drive, Brentford, Middlesex, TW8 9EZ or by email to aftersales@bathroomsbydesign.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

17. Transfer of rights and obligations

17.1 - The Contract between you and us is binding on you and us and on our respective successors and assignors.

17.2 - You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.3 - We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

18. Events outside our control

18.1 - We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

18.2 - A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action.
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks.
- The acts, decrees, legislation, regulations or restrictions of any government.

18.3 - Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

19. Waiver

19.1 - If we fail or delay, at any time during the term of a contract, to insist upon strict performance by you of any of your obligations this does not mean we have given up our rights and we may still require you to comply with your obligations under the contract.

19.2 - If we forgive (in writing) any particular default by you of your obligations under a contract, that does not forgive any subsequent default by you.

20. Severability

20.1 - If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

21. Entire Agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

22. Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

23. Law and jurisdiction

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

24. Publication of comments

24.1 - You agree that we can publish any comments that you send to us concerning the quality of our service or products on our website. You agree (unless you advise us in writing) that we can use your name and town of residence, but we will not publish your email address, telephone number, website address or street address.

24.2 - We aim to exceed our customer expectations as often as possible, however there may be rare occasions when a customer feels that they have not been treated fairly. If this is the case you agree that before posting any negative comments on any website, newsgroup, blog or other online resource you agree to write to the customer services manager explaining the problem and allow them 14 days to investigate and resolve the problem and/ or respond in writing. If you are still unsatisfied then you agree to include the customer services reply in any online publication you make, to provide any readers with a balanced view.

24.3 - Publication of negative material that is untrue will result in an action for libel against the publisher and void any contract with ourselves. This may mean that any outstanding product guarantees are void and product support may be withheld.

25. Complimentary design service

The design service is complimentary and carries no monetary value. It is to be used as a guideline only for on site professionals carrying out the work. We strongly recommend that all measurements are checked on site prior to delivery. Especially tile calculations, shower size, bath size and basin unit size. Please note that we allow for 15-20% wastage on tiles due to on site cutting and a minimal qty of tiles arriving damaged. No compensation will be provided for incorrect designs and the onus is on you to

make sure they are suitable for your project

26.

Instructions for cancellation

26.1 - Your rights to cancel your contract with BathroomsByDesign made via one of our showrooms is in line with the returns and cancellations policy, clause 13. The products ordered will have their own restocking charge policy, applicable once payment has been and order confirmed your obligations this does not mean we have given up our rights and we may still require you to comply with your obligations under the contract.