

TERMS AND CONDITIONS OF SALE OF BATHROOM HEAVEN

These terms and conditions of sale are for our retail customers. Different terms are applicable to customers who purchase through our website.

1. DEFINITIONS

In these conditions the following words shall have the following meanings:

The "Buyer" shall mean the company, firm, consumer or person seeking to purchase the Goods from the Company

The "Company" shall mean the company as indicated on the face of the contract/order

The "Contract" any contract for Goods or Service made between the Company and the Buyer

The "Goods" shall mean the products, articles or things to be sold by the Company

The "Services" shall mean any service provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods or not)

2. PAYMENT

All goods must be paid for in full before arranging delivery. Payment must be in cleared funds.

3. DELIVERY

3.1 Any time or date stated on a quote or order or given verbally is given as an estimate only. Buyers are advised to only commit to an installation schedule once the goods have been received and checked. The company shall not be liable for any costs or losses incurred by the Buyer, their agents or any third party due to an installation schedule committed to by the Buyer prior to the goods being received and checked.

3.2 The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be a separate agreement to which all the provisions of these conditions shall apply. Signature of any delivery note by an agent, employee or representative of the Buyer shall be conclusive proof of delivery. The Buyer must inspect the Goods for damages or shortages and advise the company of the same within 72 hours.

3.3 The Buyer agrees to accept delivery within 2 months of the order date. In the event of the Buyer not accepting goods within this 2-month period, the Company reserves the right to charge storage and insurance of the goods at the rate of 2% of the total order value per month or part thereof.

3.4 To enable us to offer a competitively priced delivery service, Bathroom Heavens courier delivery vehicles are manned by the driver alone. Please ensure suitable assistance is available to off-load any heavy goods. Please note, our deliveries are made to a convenient vehicular access point to your property, we are unable to physically deliver bulky or heavy items into your home.

4. PRICE

4.1 Any price quoted by the Company is based upon current prices ruling as at the date appearing on the quotation, but the actual price charged to the Buyer under the Contract shall be based upon such ruling price (less any discount allowed by the Company) current as at the date of order and shall include the cost of storage and insurances (if any) as per clause 3 above.

5. CANCELLATIONS AND EXCHANGES

5.1 There are two groups of products supplied by Bathroom Heaven. Catalogue products, defined as:- all products in the Company's catalogues.
Non-catalogue products, defined as: - products that are not included in the current Company catalogues. Non catalogue products cannot be cancelled or returned and will be charged for in full.

Cancellation/Exchanges	Catalogue Products	Non Catalogue Products
Prior to delivery	cancellable or exchangeable	not cancellable
After delivery, in original wrapping	exchange, not cancellable	not cancellable
After delivery, opened packaging	not cancellable or exchangeable	not cancellable

Exchanges can be made within a period of 28 days when agreed with the showroom manager for goods of the same or higher value.

Any order placed at a trade / retail exhibition will be subject to a cancellation charge to the costs of cancellation incurred by the company.

6. WARRANTY AND LIABILITY

6.1 The company shall make good by reimbursement of the whole or part of the price or at its option by repair or by replacement any defect developing under normal use of the Goods, provided that: - the defect in question shall have appeared within 12 months after the Buyer shall have taken possession of the Goods or performance of Services completed and shall have thereupon promptly notified the Company in writing, and any Goods alleged to be defective shall, if so required by the Company, be made available for collection by the Company. If the Goods are found to be defective any return carriage, delivery expenses and / or direct and predictable expenses incurred solely due to the defective Goods will be reimbursed to the Buyer upon provision of evidence of such expense. In the event of the Goods not being defective the Buyer will be liable to reimburse the Company any reasonable expenses or costs incurred by the Company and / or its agents.

6.2 The Company shall not be liable for any claim or claims relating to any breach of warranty expressed or implied, brought after 12 months of the date of delivery.

6.3 The liability of the company is also subject to compliance by the Buyer with all the terms contained in this contract.

6.4 The Company shall, in relation to the Goods and Services, have no obligation to the Buyer, other than the express obligations contained in these conditions or in any other document expressly incorporated in writing into the Contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the services and from its use of the goods.

7. PROPER LAW AND NOTICES

7.1 All contracts made between the Company and the Buyer shall be governed by English Law and the Buyer shall submit to the jurisdiction of the English Courts. Any notice required to be given in writing under the Contract shall be given by facsimile transmission, email transmission to the Company's head office, or by first class post addressed to the registered office / or head office of the party for which it is intended.

8. CIRCUMSTANCES BEYOND OUR CONTROL

8.1 The Company shall have no liability whatsoever for any failure to perform, or for any delay in the performance of any of its obligations under the Contract arising wholly or in part by reason for any factor beyond its direct control.

9. STATUTORY RIGHTS

The terms and conditions do not affect your statutory rights.