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and swim spa  
company  
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## The Hot Tub and Swim Spa Company Servicing Terms & Conditions

### Definitions

1.1 'The Company' means London Hot Tubs and Wellness Limited trading as The Hot Tub and Swim Spa Company.

1.2 'The customer' means a customer of the Company.

1.3 'The contract' means any contract for the sale of goods or services by the Company to the customer and any contracts for the maintenance, repair, refitting or refurbishing of goods whether on the part of the contract for sale or not.

1.4 'The goods' mean any goods forming part of the subject of the contract including parts and components of, or materials incorporated in them.

### Quotations

2.1 Quotations by the Company, unless otherwise stated in them, shall be open for acceptance within 30 days of the date of the quotation. All quotations are subject to errors and exceptions, and the Company reserves the right to change or amend prices from time to time, at its own discretion.

2.2 The Company reserves the right to modify or re-specify any equipment if it deems necessary, at the sole discretion of the Company.

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## Existence of contract

3.1 No contract shall come into existence until the customer's order, however given, is accepted by the earliest of:

- a) The Company's written or verbal acceptance;
- b) Delivery of the goods and/or services;
- c) The Company's invoice;

3.2 These conditions shall be incorporated in the contract to the exclusions of any terms and conditions stipulated or referred to by the customer.

3.3 No variation or amendments of this contract shall be binding on the Company unless confirmed by it in writing.

3.4 The Company will not be held responsible for any kind of claim or compensation, how so ever caused, in the event that it is not able to repair or service the goods in a timely fashion.

## Prices

4.1 Unless otherwise stated on the acknowledgement of order the prices quoted exclude carriage which will be charged at the appropriate rates.

4.2 The Company shall have the right to adjust its prices for any increase in the price of the materials, parts, labour, transport, changes in work or delivery schedules or quantities or other costs of any kind arising for any reason after the date of the contract. These changes are solely at the Company's discretion.

## Payment

5.1 All invoices are payable unless otherwise agreed without discount of any kind in pounds sterling within 30 days of the date of the Company's invoice, at the Company's premises stated on the invoice and in no circumstances shall the customer be entitled to make any deduction or withhold payment for any reason at all.

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5.2 Any deposits paid by the customer to the Company are deemed to be an acceptance of the contract.

5.3 In the case of cancellation of a previously agreed contract, the Company reserves the right to withhold a cancellation fee of 30% of the gross amount due for the contract or service work. Hot tubs parts, swim spas parts, steam rooms parts, saunas parts or any buildings parts ordered specifically on behalf of a customer (special order) will incur a minimum cancellation charge of 50%, plus a 15% restocking fee. Cancelled special orders can only be cancelled at the sole discretion of the Company.

5.4 Time for payment shall be of the essence of the contract. Without prejudice to any other rights of the Company, if the customer fails to pay the invoice price by the due date(s), the customer shall not be allowed any discount given in that invoice and shall pay interest on any overdue amount from the date of which payment was due to the day on which it is made, whether before or after judgment, on the daily basis at a rate of 2 1/2 % per month and reimburse to the Company all costs and expenses including legal costs incurred in the collection of any overdue amount.

5.5 From time to time, the Company may waive or change the payment terms as previously contracted, at the sole discretion of the Company. These circumstances should normally only come into force if there have been any changes, alterations, deletions, or additions to the contract.

5.6 For all parts or accessories sales, full payment is due a minimum of seven working days before delivery of the goods. All special-order parts or accessories are required to be paid in full at the time of ordering. The Company reserves the right to cancel the client's order with deposits forfeited if the parts or accessories have not been paid in full.

5.7 For all service and maintenance calls, full payment should be received before service or maintenance calls can be booked in.



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## Risk, Delivery and Performance

6.1 Goods are delivered to the customer when the Company makes them available to the customer or any other agents of the customer or any carrier who shall be the customer's agents whoever pays his charges at the Company's premises or other delivery point agreed by the Company.

6.2 Risk in the goods passes when they are delivered to the customer's property.

6.3 The Company may at its discretion deliver the goods by instalments in any sequence. When goods are ordered for delivery in instalments, each instalment shall be considered a separate contract.

6.4 The Company may at its discretion suspend or terminate the supply of any goods or services if the customer fails to make payment when due or otherwise detailed in any of its obligations under the contract or any other agreement with the Company. If the customer becomes insolvent, has a receiver appointed of its business or is compulsory or voluntarily wound up or Company bonafide believes that any of these events may occur and in case of termination, the customer shall forfeit any deposits paid.

6.5 No refunds or part refunds will be given for changes to the contract, when the order is a special order with the factory. Price increases may occur.

6.6 Ownership of the goods shall remain in the Company until the Company has received payment in full thereof or until the customer resells the goods or uses them in the manufacture of other products. Until such payment, resale or use, the customer holds the goods as bailer for the Company and shall store the goods separately from other goods and clearly identify the goods as being the property of the Company. If the customer resells the goods in the ordinary course of his business he shall bring it to the attention of his buyer that he does so as principal and not as agent of the Company. The goods shall not be attached to land or buildings without the consent of the Company. The Company shall arrange for the goods to be covered by a suitable insurance policy issued by a reputable insurer such cover to be provided for the period of the goods remain in the ownership of the Company. If the customer commits any act of bankruptcy or if a petition is presented or resolution passed to wind-up the customer or receiver is appointed over the whole or any



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material part of the assents undertaking of the customer or if the customer fails to make payment for the goods in accordance with the end conditions of trading, the Company shall be entitled forthwith to recover and resell any or all of such goods and to enter upon the premises of the customer with such persons and transport as may be necessary for that purpose.

6.7 All charges for cranes, HiAb lorries, or removal equipment should be payable to the contractor directly, unless otherwise agreed.

## Claims Notifications

7.1 Any claim for non-delivery of any goods shall be notified in writing to the Company within 5 days of the date of the Company's invoice or delivery note.

7.2 Any claim that any goods have been delivered damaged, or not of correct quantity or do not comply with their description, shall be notified by the customer within 5 days of the delivery.

7.3 Any alleged defect or customer dissatisfaction with the service shall be notified by the customer to the Company within 5 days of the delivery of the goods or service call out. In case of any defect which is not reasonably apparent on inspection, notification should be made immediately once the defect comes to the customers' attention and in any event for goods not of the Company's manufacture within the warranty period given by the manufacture.

7.4 If a customer claims that a part supplied by the Company is defective or has failed within the manufacturer's warranty period, the customer must produce a receipt, invoice or proof that the goods were purchased from the Company.

7.5 The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under the condition and the customer shall, if so required in writing to the Company, promptly return and goods/ the subject of any claim and any packaging and carriage paid to the Company for examination. Carriage reimbursement will be at the sole discretion of the Company.

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7.6 The Company shall have no liability with regard to any claim in respect of which the customer has not complied with this condition.

7.7 One year's labour is included in the Contract, thereafter our standard labour charges apply for all warranty or non-warranty works.

7.8 The Company cannot accept any liability for any part failing after a service visit or call out. This will be considered as an unrelated issue and separate charges for callouts and warranty or non-warranty works will apply.

## Suitability of goods

8.1 The customer shall determine the suitability of the products for their intended use and shall not rely upon any representations made by or on behalf of the Company. Under no circumstances will the Company's liability exceed the total value of the goods, immaterial if the contract includes additional works, construction or products.

## Extent of Liability

9.1 The Company shall have no liability to the customer other than liability for death or personal injury resulting from the Company's negligence for any other loss or damage of any nature arising from breach of any express or implied warranty or condition of the contract or any negligence for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance of or failure to perform the contract except in accordance with this condition.

9.2 If the customer establishes that any goods have not been delivered; any items have been damaged; something is not of the correct quantity; an item does not comply with its description; or any goods are defective, the Company shall, at its option replace with similar goods. Any goods which are missing, lost,





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damaged, do not comply with their description, or are defective, the Company will be permitted to allow the customer credit for their invoice value or repair any damaged goods.

9.3 The delivery of any repaired or replacement goods shall be at the Company's premises or at the delivery point specified for the original goods.

9.4 Where the Company is liable in accordance with this condition in respect of only some or part of the goods, the contract shall remain in full force and respect of the other or other parts or other goods and no set-off or other claim shall be made by the customer against or in respect of such.

9.5 No claim against the Company shall be entertained for any defects arising from any design for specification provided or made by the customer or if any adjustments, alterations or other work has been done to the goods by any person other than the Company.

9.6 The Company shall not be liable for any goods which are lost or damaged in transit and all claims by the customer shall be made against the carrier. Replacements of such lost or damaged goods will be available to be supplied by the Company at the prices ruling at the date of dispatch.

9.7 In no circumstances shall the liability of the Company to the customer under this condition exceed the invoice value of the goods.

9.8 It is the responsibility of the customer to be physically present and allow unobstructed, safe access to their property for delivery of goods or the carrying out of works or services. In the event that the Company or its representatives cannot deliver or carry out contracted works or services, then a redelivery and/or refitting charge will be incurred by the customer.

9.9 The Company will only warrant the parts being worked on. If additional parts or services subsequently fail (during or after the Company's service), a callout and parts will be charged for additionally. The Company will not be responsible for any part that it has not supplied. A customer's own parts may be fitted at the Company's discretion, but without warranty or liability.

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9.10 The Company shall not be liable for any damage to the customer's property on the date of installation or works by the Company or its representatives.

9.11 The Company shall not be responsible for any planning permission(s) which may be required for works carried out. The responsibility solely lies with the client.

## General

10.1 The Company may sub-contract the performance of the contract in whole or in part.

10.2 The Company shall have a lien on all customer's property in the Company's possessions, for all sums due at any time from the customer and shall be entitled to use or dispose of that property as agents for and at the expense of the customer and apply the proceeds in the towards payment of such sum on 28 days' notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sums due to the Company and the costs of sale or disposal, the Company shall be discharged of any liability in respect of the Company's property.

10.3 The contract is made between the Company and the customer as principals and shall not be assignable without the express written consent of the Company.

10.4 If the goods are manufactured in accordance with any design or specification provided or made by the customer, the customer shall indemnify the Company from and against all claims, costs, expenses and liability of any nature if connection with them including any claim whether actual or alleged.

10.5 All tools, patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all technical information patentable or un-patentable, copyright, registered designs arising from the execution of any orders shall become the property of the Company.





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10.6 Contract prices are honoured for 12 months from the date of contract, unless otherwise stated. If the good has not been delivered by this date then an increase of 6% will be added to the contract total to cover inflation and market price fluctuations.

10.7 Weekly storage charges apply starting from 12 weeks from the date of invoice unless otherwise stated. Longer storage will be possible at a charge of £50 per week or part thereof for hot tubs, saunas, steam rooms, or gazebos; £120 per week or part thereof for swim spas; and £15 per week or part thereof for covers, accessories, and other parts after the 12 week free storage period expires.

10.8 It is the customer's responsibility to supply a suitable water and electricity supply to the Company's specifications.

## Cancellation

11.1 In the case of cancellation of a previously agreed contract, the Company reserves to withhold a cancellation fee of 30% of the gross amount due for the contract in the case of non-special order hot tubs, swim spas, steam rooms, saunas or any buildings, and 10% in the case of swimming pool contracts or service work. Hot tubs, swim spas, steam rooms, saunas, buildings, or any parts ordered specifically on behalf of a customer (special order) will incur a minimum cancellation charge of 50%. Cancelled special orders can only be cancelled at the sole discretion of the Company. From the date of order, a client has 7 days in which they can cancel.

11.2 A 15% restocking /admin charge will be applied to all cancelled orders.

11.3 All Deposits are non-refundable, unless otherwise stated.

11.4 Cancellation or postponement of any installation with less than 24 hours' notice will incur a charge of £300 plus cost of any machinery / cranes / HiAbs organised or other item organised especially to fulfil the contract.

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11.5 The use of any crane, helicopter, forklift or HiAb for delivery are not included unless explicitly stated otherwise.

11.6 Road closures for cranes are not included and are payable by the customer.

11.7 Any damage to the customer's property on date of installation by the Company or its representatives is the responsibility of customer.

11.8 Suitable unobstructed access to bring goods in is assumed and is the responsibility of the customer. If the Company is unable to deliver or install due to vehicles or other obstructions outside the companies control, then further charges will apply, payable by the customer.

11.9 If the customer carries out their own electrical supply, and is unable to complete electrical works by the time we deliver the product named in the contract, we reserve the right to charge £80.00 + VAT per hour (or part thereof) while awaiting these works to be carried out.

11.10 If the electrical works or ground works which were prepared by the customer or customer's representatives are unsatisfactory or fail, we reserve the right to leave the installation and return when the works are completed. In these circumstances, a full commissioning charge of £240.00 + VAT will be charged.

11.11 On all installations, one delivery and installation visit is included. If a second visit is required for commissioning, this will be chargeable at our standard rates of £320.00 + VAT.

11.12 No refunds or part refunds will be given for changes to the contract. Price increases may occur. Special order products incur a cancellation charge of 50% from the date of invoice.

## Force majeure

12.1 If the performance of the contract, or any obligation under it, is prevented or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party affected upon giving prompt notice to the other party shall be excused from performance to the extent or the prevention restriction

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or interference but the party so affected shall use its best endeavours to avoid or remove such cause of non-performance and shall continue performance under the contract with the utmost dispatch whenever such causes are removed or diminished.

## Law and Construction

13.1 The contract or its agreement shall be governed by the English law and the customer shall content to the exclusive jurisdiction of the English Court of all matters regarding the contract.

13.2 The headings of conditions are for the convenience and reference only and shall not affect their interpretation.

## Health and Safety

14.1 The Company accepts its obligation to ensure that its employees or agents are given any instructions as to the safe handling issues by the Company and that such safety precautions recommended therein are taken and have in regard to the nature of the goods any other necessary steps are taken to ensure health and safety persons working or in the vicinity of the goods.

## Trade Descriptions Act 1968

15.1 Where any trade description or other indication or representations apply to any goods at the customer's request, the customer warrants that the same will be true and accurate in all respects and that the supply or offer of any supply of any such goods by any person will not give rise to an offense by the Company under trade descriptions act 1968. The customer shall keep the Company fully indemnified against any breach of the foregoing warranty.

## E&OE

Terms and condition of sale Extent of liability.

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