

O-Care Chemical Subscription & Delivery Service

Hot Tub Subscription

1. £18.75 per month for 12 months
2. The Hot Tub and Swim Spa Company will deliver to your appointment address 3 chemical packs per year
3. Your first chemical pack delivery will be made upon completion of your fourth monthly payment, and every 4 months there after
4. Within your chemical pack you will be provided with:
 1. 1 x 200ml plastic measuring cup
 2. 1 x 2L bottle of O-Care product 1
 3. 1 x 2L bottle of O-Care product 2
 4. 1 x user manual
5. You will have access to the O-Care mobile app (available for iOS or Android) will video bank of "how to" videos for water treatment & hot tub maintenance
6. Hot Tub and Swim Spa 2020 Company special offer, upon completion of your subscription we will deliver 1 chemical pack to your appointed address, upon completion of your first monthly payment, without additional charge

Swim Spa Subscription

7. £56.33 per month for 12 months
8. The Hot Tub and Swim Spa Company will deliver to your appointment address 3 chemical packs per year
9. Your first chemical pack delivery will be made upon completion of our fourth monthly payment, and every 4 months there after
10. Within your chemical pack you will be provided with:
 1. 1 x 200ml plastic measuring cup
 2. 1 x 5L bottle of O-Care product 1
 3. 1 x 5L bottle of O-Care product 2
 4. 1 x user manual
11. You will have access to the O-Care mobile app (available for iOS or Android) will video bank of "how to" videos for water treatment & hot tub maintenance
12. Hot Tub and Swim Spa Company 2020 special offer, upon completion of your subscription we will deliver 1 chemical pack to your appointed address, upon completion of your first monthly payment, without additional charge

We will contact you within 3 working days of you completing the purchase process to arrange your delivery schedule.

Terms and Conditions

These terms and conditions ('terms') apply to the service contract ('contract') between the person ordering the services ('customer' or 'you' or 'your') and The Hot Tub and Swim Spa Company ('we' or 'us' or 'our' or 'company'). The contract requires The Hot Tub and Swim Spa Company to make deliveries to your property between 1 & 4 times per annum ('delivery' or 'deliveries'). O-Care is a registered trademark licenced by Dutch Water Concepts, Het Sterrenbeeld 25, 5215 MK's-Hertogenbosch, The Netherlands, KVK – 64677389, BTW – NL855774885B01 ('O-Care'). Please read these terms carefully before agreeing to the contract as they contain important information. Should you have any questions please contact us by telephone on 0208 300 4003, or email at sales@hottub-swimspa.com.

1. We may at times use the services of an appointed courier to facilitate any or all of the deliveries to your property. As such, should a courier be utilised we will share your data (relevant to delivery only) with the third-party courier for the purpose of delivery only. Your data will not be shared for the purposes of marketing, sales or unsolicited contact. By completing your purchase of this product you are agreeing for your data to be used in this manner.
2. Delivery of the chemical pack is made upon your completion of 4 monthly payment. As such your payments will be in debit and not in credit.
3. If you have proceeded with a monthly subscription, your first monthly payment will be processed on the 1st of the following month (example, agree to contract on 25th of January your initial monthly payment will be processed on 1st of February), whereby terms of service will commence. This will form your anniversary date whereby payments will continue on the 1st of every month thereafter. Upon your completion of the 12 monthly payments completing the contract, unless notified by you in advance, monthly payments will continue automatically starting another 12 month cycle of payments and continuation of us providing you with services associated to the contract.
4. As part of the services available to you within your subscription, you will access to a mobile phone application ('app') which available on iOS and Android operating systems, to further enhance your experience with us & O-Care. Access to the app is granted as part of the contract. Usage of the app is outside and hence excluded from this contract. The app is owned and managed by O-Care, as such by using the app you agreeing to O-Care's privacy policy, which can be found at www.o-care.com/us/privacy-policy.
5. We will not have any liability for any reactions that occur from product use, to you or any third party associated with you related to specific health and or skin conditions. Should you or third party associated with you have specific health and or skin conditions please contact info@o-care.com and consult with your GP.
6. We are not responsible for quantities and or frequency of you chemical use. If your chemical pack has run out before you are due your next delivery, you will not receive any additional products. Chemical packs can be purchased from us (providing you have an active subscription) from our showroom:
 - a. Hot Tub chemical pack - £75.00 including VAT
 - b. Swim Spa chemical pack - £225.00 including VAT

Please note, any one of purchases of chemical packs do not include delivery. Should you wish for your one of purchase to be delivered we will facilitate however you may incur a surcharge.

PERIOD OF CONTRACT: The contract will run for a period of one calendar year from the date of which your contract commences called your anniversary date (see point 3 listed in terms for more information).

PRICE AND PAYMENT: Price and payment is as notified by The Hot Tub and Swim Spa Company at the time contract is entered. All prices are inclusive of VAT unless otherwise stated. We may increase the price and or terms of the contract – we will inform of any proposed changes 3 months in advance of them taking effect.

RENEWAL: Upon completion of the period of contract we will automatically renew your contract on the anniversary date, continuing the payment method you selected upon agreeing to the contract. If you do not want to have your contract automatically renewed you must notify us in advance of the period of contract completing (see point 3)

EVENTS BEYOND OUR REASONABLE CONTROL: We cannot accept liability for any delays or non-performance of our obligations under this contract as a result of any event or circumstance/s beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

LIABILITY: If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable care & skill, but we are not responsible for any loss or damage that is not foreseeable (but we do not exclude or limit in any way our liability to you where it would be unlawful to do so) – we will make good any damage to your property negligently caused by us while providing services. However, we are not responsible for repairing/ making good any pre-existing faults or damage to your property, your utility bills or your continued maintenance of structural integrity & water treatment of your hot tub and or swim spa after a visit and or in-between visit/s.

OTHER IMPORTANT TERMS: The following other terms apply to the contract between you and us:

- We may transfer our rights and obligations under these terms to another organisation, but we will contact you to let you know if we plan to do this.
- You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- The contract is between you and us – no other person shall have any rights to enforce any of its terms.
- These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- Each of the paragraphs and terms within the contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs and terms will remain in full force and effect.

Payment Information: The Hot Tub and Swim Spa Company use GoCardless to process your payments. Upon your agreement to The Hot Tub and Swim Spa Company terms and conditions you are directed to a secure portal powered by GoCardless. The Hot Tub and Swim Spa Company's privacy policy can be found at:

<https://thehottubandswimspacompany.com/Privacy-Policy>.

More information on how GoCardless process your personal data is available at:

<https://gocardless.com/privacy/payers>

<https://gocardless.com/privacy/details/>

<https://support.gocardless.com/hc/en-gb/articles/360000281005-GoCardless-and-GDPR>

https://support.gocardless.com/hc/en-us/requests/new?ticket_form_id=360001950473

CANCELLATION: You have a right to cancel the contract between you and us without giving any reason receiving full refund of any monies paid within 14 days of entering the contract. This is known as your '**cooling off**' period. In order to exercise your right to cancel you must notify us by a clear statement (phone call, e-mail, letter), ensuring that we receive this notification in advance of the cooling off period ending. If you do not notify us you will have not cancelled your contract and we will continue to collect payment.

If you request any services rendered by us to you that are included within the terms of the contract and we complete the requested services before the completion of your cooling off period this will be considered an '**express request to start work**'. By doing so the cancellation rights of the cooling off period are null and void. Any cancellation you request there after requiring returns of monies paid will be proportionate to services rendered by us including chemical delivery.

If you are cancelling your contract outside of your cooling off period you must notify us by a clear statement (phone call, e-mail, letter). If you do not notify us we will continue collecting payments until notified by you. Upon cancellation you will no longer have access to the app withdrawn and will not be entitled to the refund of any monies paid.