

TERMS & CONDITIONS

- 1. The Contract.** These terms and conditions form the legally binding agreement between you (the Customer) and Assistive Bathing Limited (the Company) Company Registration Number 04163764, whose registered address is Mowbray House, Castle Meadow Road, Nottingham, England, NG2 1BJ. This agreement and, where applicable, the associated official documents, constitutes the entire agreement between us and no variation or oral representations may be relied upon unless in writing. Nothing in this agreement shall affect your statutory rights. It is the Customer's responsibility to ensure all details are correct.
- 2. Payment & Price.** Payment of 50% of the total price is payable when this agreement is signed. The remaining 50% is due on delivery. The Customer is not entitled by any alleged minor defect to the goods or installation to withhold any monies due unless agreed with the Company.
 - 2.1. VAT is included in the total price and will be payable on all orders unless a VAT Zero Rating Form is completed and signed.
 - 2.2. The Company reserves the right to charge interest on any overdue payments at the rate of 4% above the base rate of Barclays Bank PLC then obtaining, provided that this shall not entitle the Customer to delay payment.
 - 2.3. If the Customer cancels this agreement within 14 days of the date of order, charges for services provided plus a reasonable administration fee will be levied.
 - 2.4. Save by prior agreement, payment should be made in cash, by debit or credit card, bankers draft or building society counter cheque. All payments must be made to Assistive Bathing Limited.
 - 2.5. If the Customer has a financial agreement for a third party to pay the contract price, the Company will only accept this agreement after having received written confirmation from the paying party that the contract price will be paid. The Customer will, upon request, provide evidence of any finance agreement and any deposit before the Company accepts this agreement. The Company may not accept this agreement and may delay installation (at its discretion) until it is satisfied that the contract price can be paid.
 - 2.6. The Company will do all it reasonably can to ensure that the price quoted by the Company's agent at the time the agreement is signed is correct. However, if the goods and/or the supply and installation of the goods have for any reason been under-priced by the agent, the Company may, within 21 days of the signing of the agreement, give notice in writing to the Customer of a price variation. Upon notification of the price variation, the Customer is entitled to terminate the agreement by giving notice in writing within 21 days of the notification, whereupon the deposit paid will be refunded. If notice to terminate the contract is not received within the time scale the contract price will be the new price quoted by the Company.
- 3. Guarantee.** All equipment and labour are guaranteed against faulty materials or workmanship for one year. The Customer must report any faults or damage as soon as reasonably possible. The Company does not accept responsibility for damage or defects caused by misuse, alteration or the negligence of the Customer or a third party (such as an installer other than the Company) and the Company may charge for any repairs required to such defect or damage. This guarantee is only effective once full payment has been made.
- 4. The Customer** agrees that there will be an available supply of water, gas and electricity on the premises for the purposes of carrying out the installation. The Company does not accept responsibility for the hot water supply or existing electrical installation, therefore any equipment or works required to such supplies are the responsibility of the Customer.
- 5. The Company** does not accept responsibility for any variations or departures from any survey, specifications or drawings that are necessary to facilitate the installation or arising from site conditions or unforeseen circumstances of any kind. The Company shall be deemed for all purposes unaware of all concealed factors which might adversely affect the installation, or any factors unknown to the Company at the date when this agreement was accepted. The Company shall be entitled to increase the contract price for such extra work as shall be involved in dealing with concealed factors. Agreement will need to be in place before any work progresses.
- 6. Where the Company** agrees to match the colour of an existing suite, the Company will use its best endeavours to provide a match. The Customer is advised that manufacturers' colour ranges are subject to change and colours may fade or change over time. The Company cannot guarantee that an exact colour match can be found.
- 7. Delivery.** The Company will make every effort to deliver the goods by the agreed estimated delivery date. The Customer acknowledges that many goods are made to order therefore delays can occur; any delivery and/or installation dates are estimates only and cannot be guaranteed. The Company cannot be held responsible for delays due to circumstances beyond its control. In this event the Company will contact you and agree an alternative date as soon as reasonably possible.
- 8. The Customer** is responsible for any loss or damage to the goods from the time they are delivered. However, you shall not own the goods until the Company has received payment in full for the goods including any applicable delivery charges, and all other amounts owed.
- 9. The Company** will ensure that the quality of the goods supplied will be of a satisfactory standard, will materially confirm with the description of the goods detailed overleaf, and on any associated documentation.
- 10. The Customer** must fully co-operate with, and is responsible for, providing adequate access for the delivery and installation of goods to include suitable parking facilities at the Customer's expense. If the Company is unable to carry out the delivery or installation due to any failure by the Customer of these terms, then as compensation for the loss caused to the Company, the Customer agrees to pay 10% of the total contract sum which the Customer accepts is a reasonable assessment of the loss sustained by the Company as a result of the Customer's breach.
- 11. Disputes.** The Company strives to prevent disputes with Customers and prides itself on Customer care. However, in the unlikely event of any dispute, please raise any concerns in writing to the Company. We will endeavour to amicably resolve any disputes. This agreement is governed by English Law and jurisdiction.