

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 Browne Jacobson Llp (Cs), Mowbray House, Castle Meadow Road, Nottingham 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. Assistive Bathing Limited trading as Assistive Bathing is authorised and regulated by the Financial Conduct Authority FRN 813556. We are a Credit Broker and not a lender and offer credit facilities from one lender.

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 by debit, credit card or bank transfer. 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.

NOTICE OF RIGHT TO CANCEL

- a) The Customer can cancel this agreement at any time up until 14 days after the date of delivery.
- b) Please note that this cancellation right does not apply to:-
- i) Bespoke goods (this includes, but is not limited to, our colour matching service).
 - ii) Any sealed goods which cannot be returned due to health protection or hygiene reasons if they have been opened or unsealed by you or if they have been opened or unsealed by the Company on your instructions.
 - iii) Any goods which have been mixed inseparably with other items by you after delivery.
- c) To exercise your right to cancel, you must inform the Company of your decision to cancel within the cancellation period described in (a) above. You can notify the Company by hand delivering or posting a letter to Assistive Bathing Limited, by emailing the Company at service@assistivebathing.co.uk or by completing the form below. If you have instructed the Company to commence the installation of the goods during the cancellation period, and then exercise your right to cancel, you must pay for services already supplied. If a technical survey has been completed Assistive Bathing will retain a £250 administration fee. The amount payable by you for the installation services shall be in proportion to the full value of the contract between you and the Company. This does not affect your right to receive a refund for the goods in accordance with (e) below.
- d) If you have already received the goods when you decide to cancel, the goods will need to be returned as follows:-
- (i) If the Company delivered goods to you and these cannot be returned by post, the Company will arrange for the collection of the unwanted goods from the address to which they were delivered.
 - (ii) If the goods can be returned by post, it is your responsibility to return the goods to the Company (at your own expense unless the goods are faulty) at the address shown below within 14 days of the date on which you sent your notice of cancellation. If the goods are installed then you are responsible, at your own expense, for arranging for the goods to be uninstalled prior to collection. If the Company agrees to uninstall the goods or any part of them for you, then the Company reserves the right to charge a reasonable fee to do so which you must pay to the Company at the time of the removal unless the Company has agreed to deduct the charge from any refund due to you under these terms and conditions.
- e) If you cancel in accordance with these terms, you will receive a refund of the price you paid for the goods minus any deductions the Company is entitled to make for services which have been provided (section c). Any removal service provided under section d) above and/or damage to or diminishment in the value of the goods by you (section f). If the Company posted the goods to you, it will also refund any standard delivery charges you paid to receive the goods. Please note that the Company is not obliged to refund any supplementary costs paid by you if you chose a type of delivery other than the least expensive type of delivery offered by the Company.
- f) If, on inspection of the returned goods, the Company believes that they have been damaged or their value has been diminished as a result of your handling of the goods beyond what would have been necessary to establish the nature, characteristics and functioning of the goods (this would include any diminishment in value as a result of the goods being installed and uninstalled), then the Company may deduct an amount equal to the damage or diminishment in value from the refund owed to you.
- g) The Company will process the refund due to you as soon as possible and, in any case, not later than (i) 14 days after the date the Company received the returned items from you; or (ii) if earlier, 14 days after the day you provide the Company with evidence you have returned the items; or (iii) if you are not in receipt of the items, 14 days after the date on which you have notified the Company that you wish to cancel.