# HARLEQUIN BATHROOMS

– of Salisbury –

### Terms and Conditions

Please read these terms and conditions. We hate the small print as much as you do, but they're designed to make sure everything goes as smoothly as possible and that unnecessary costs and wasted time are avoided.

We strongly recommend that you do not book your installer or engage in preparatory work until you have received your items and checked to ensure that you are happy with them. Bathroom products are fragile in nature, and it is possible for damages to occur during transit or storage. We will endeavour to deliver your bathroom as quickly as possible and keep you updated of any delays should they arise, but we will not compensate due to delays.

You should understand that by ordering any of our products you agree to be bound by the following terms and conditions.

#### 1. Price & Payment

- 1.1. All of our prices, unless otherwise stated, include VAT at the current rate but exclude delivery charges.
- 1.2. Prices are liable to change from time to time.
- 1.3. Prices are correct to the best of our knowledge but errors and omissions are excepted.
- 1.4. For standard orders a 50% deposit is required before goods can be ordered. All goods must be paid for in full and all funds cleared prior to delivery or collection. All special-order items must be paid for in full before we order them from our suppliers.
- 1.5. We accept credit and debit cards, cash and BACS payments.

#### 2. Availability, Collection & Delivery

- 2.1. Our delivery options and prices will be explained to you at the point of order. You are welcome to collect your products without incurring any charges.
- 2.2. Your order will be fulfilled within a reasonable time of ordering unless there are exceptional circumstances. Due to limited warehouse space we cannot store orders on your behalf. Once complete you must take ownership of your products within 14 days.
- 2.3. Any delivery date provided is approximate and should not be relied upon. Do not arrange for the installation of products until they have been delivered or you have collected them and checked them for damage. We are not liable for any delays or costs incurred for delays in the receipt of goods.
- 2.4. You must ensure that when collecting or when we deliver there is someone there to check the products are free from damage. Our driver will help you check all



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fragile items over. This means we can rectify any problems quickly and efficiently and it also avoids any blame games if plumbers or builders damage goods after delivery.

- 2.5. Please be aware that if there are any products that you purchase that are critical of their size, to check when you receive them. Due to the manufacturing process of most bathroom products, the sizes shown are nominal sizes and can differ by up to +/- 20mm. Please make sure you check all sizes that are critical before installation.
- 2.6. Shower doors may be described as "800mm" but in most cases will not be this size. Due to the process of installing a shower tray where tiles or waterproof boarding goes on top of the tray the desired gap will be between "760 790". All shower doors have this adjustment, please ensure that the sizes/adjustments will be correct for your bathroom before the item is opened. The above size is used as an example but this applies to all sizes of shower doors.
- 2.7. If you are at any time in doubt, stop! We can help you, or alternatively provide contact numbers for the manufacturers who can also help.

#### 3. Equipment & Packaging

- 3.1. Please be aware that we can only help and advise in your product selection based on the information you give us. The final purchase is your decision. We strongly recommend you seek professional advice from a qualified bathroom installer before installing any products as we cannot take back anything after it has been installed.
- 3.2. You should ensure that you have sufficient water pressure for any taps or showers you have chosen.
- 3.3. You should check that all the products that you have chosen will fit before you remove packaging and install them. Remember we cannot typically accept products back if they have been fitted, are missing packaging or are not in the same condition that they were when they were received.

#### 4. Returns

- **4.1.** Please be aware that any goods returned to us may be subject to a restocking fee of up to 30%. This is because we get charged by our suppliers to send goods back on your behalf. We do not take back special-order items including (but not limited to) fitted furniture, coloured shower trays or bespoke shower enclosures. We also can't typically accept back tiles that have been ordered. Once again, we strongly recommend that you ensure that you have chosen suitable products and measured correctly to avoid unnecessary costs.
- **4.2.** All products returned to us must be in their original packaging. Where packaging is not provided, we may take the item back at our discretion subject to a restocking fee. The fee will vary depending on to what degree the item is re-saleable.



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- 4.3. We will not accept back any products that have been installed (except those with a manufacturing defect that was not obvious prior to installation). You should carefully check all products prior to installation. Any faults should be reported promptly for resolution. Any action taken which demonstrates you have accepted that goods and the quality of the goods may affect a legal remedy. We will not pay any re-fitting costs if the product is found to be faulty.
- 4.4. We will not take back any products after 28 days from the date of their receipt apart from at our discretion. If we agree to take back products after this date, we may charge a restocking fee of up to 30%.
- 4.5. We reserve the right to refuse the return of an unsuitable or unwanted product.

#### 5. Warranty & Liability

- 5.1. We warrant to you that the products we supply you are fit for domestic purposes. All bathroom products carry a 12-month warranty beginning on the day of their receipt. When products are stated as having a longer guarantee these guarantees are covered by the manufacturer and not by us. Please ensure that, where applicable, you fill in and send off any guarantee forms included with your products.
- 5.2. We shall make good by reimbursement of the whole or part of the price or at our option by repair or replacement, any defect developing under normal domestic use within the 12-month period. This warranty does not extend to any redecoration or plumbing expenses which may be incurred.
- 5.3. This warranty does not apply to any defect in the goods arising from wear and tear, wilful damage, accident or negligence by you or a third party or use in ways otherwise than as recommended by the manufacturer.
- 5.4. Save as provided for elsewhere, our liability for death or personal injury caused by our negligence shall be unlimited and for all other loss or damage which you may suffer or incur in connection with the supply of products, our liability shall be limited to that caused by a natural or reasonably foreseeable consequence for which we are at fault or negligent. Losses foreseeable are where they could be contemplated by you and us at the time of purchase.
- 5.5. We are not liable for indirect or consequential losses, including but not limited to, any loss resulting from the cost of plumbers, contractors, or anyone else involved in the installation of the products; loss of income, revenue or profits; loss of business; loss of anticipated savings; loss of data; or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

#### 6. Recommended Installers

6.1. We do not operate an installation service ourselves. Instead we may occasionally recommend local bathroom installers that we believe, to the best of our



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knowledge, to be very capable. Although we have procedures in place to ensure their quality of work is high, we do not employ them and cannot be held responsible for their work. Any contracts that you form for installation are between you and the installer.

These Terms and Conditions do not affect your statutory rights.

