

# Terms & Conditions

## General

These Terms and Conditions override any conditions stipulated by the buyer unless the others are expressly accepted by the seller, in writing. The placing of a sales order with the seller is deemed to be acceptance of these Terms and Conditions by the buyer.

## Prices

Prices charged are those ruling at the agreed date of contract. In the event of any alterations required by the buyer to specification, quantity, place or date of delivery, the seller is entitled to vary the price.

## Deposits

- a) All orders require a minimum 50% deposit, unless agreed in writing on this contract
- b) Company cheque, personal cheque or transfer must clear through the banks 1 days prior to delivery of goods.
- c) Deposits are not refundable unless otherwise agreed in writing. Any such agreement will be subject to a charge reflecting any costs incurred by the seller in the course of making a refund.
- d) Any deposits or payments can be held in part or in full by the seller so as to recover associated costs as assessed by the seller.

## Payments

- a) Final payment is required 1 day prior to delivery and must be in cleared funds, credit card or debit card. (Surcharge for credit card payment may apply).
- b) Liability and costs for any damage and / or alteration to goods following delivery to the installation site is the buyer's responsibility.
- C If goods are sent full payment must be made on order

## Delivery

- a) Title of the goods does not pass to the purchaser until full payment is made, by cleared funds. Any time or day of delivery named is intended as an estimate only and is not the essence of the contract.

b) If any cause outside the seller's control, or any unforeseen contingency renders it impracticable for the seller to execute any order or delivery, the seller reserves the right to change the installation day or cancel the order and to repay any deposit payment received.

c) The seller shall not be liable to the buyer or any third party for loss, damage or alteration whether direct or indirect or consequential to any property, undertaking, or event caused by, or arising from or connected with any delay in delivery of goods or failure to execute an order or delivery, or cancellation of the contract .

d) In the event the buyer authorises access through adjacent properties for the seller's use during delivery and installation, the buyer is required to obtain permission from the owner(s) of the adjacent properties for such use and the buyer agrees to be responsible and accept the risks and liabilities thereof.

e) The buyer is required at his expense to do all construction and other acts necessary and to meet all conditions necessary to allow the seller to install the goods as provided in the contract. The buyer shall direct the location of the goods and there shall be no liability on the part of the seller for incorrect location, or for encroachment or interference thereby upon the property easements or rights of any other parties.

f) Failure on the part of the buyer to ensure all preparations completed for goods installation and operation for the agreed time and date can result in the seller returning the goods to the security of the seller's premises and the seller reserves the right to make additional charges for any direct indirect or consequential cost, if the buyer cannot take delivery on the set date of installation and informs us as such less than 48 hours prior to the installation date there will be a cancellation fee of €400.00.

g) The seller or his agents will not be held liable for any damages or injuries to goods, property or personnel arising from inadequate site preparation on the part of the buyer or his agents.

## **Additional works**

a) Where the buyer has work performed by others that is not provided for in this contract the seller does not guarantee or warrant such work and the seller shall not be held responsible for such work or for loss or damages which may result there from.

b) The seller is not responsible for providing any electrical connection service, unless specified in writing in the contract. If the seller installs the spa, the buyer must supply a registered electrician to sign it off. The buyer is advised to use a professional registered electrician and must ensure compliance with the goods manufacturer's electrical instructions and specifications.

c) Referrals from the seller are given as a professional courtesy only. The seller is not responsible for any conduct or service provided by these referrals

## **Cancellation**

For all chemical and accessory orders you must notify us, in writing by letter, fax or email that you wish to cancel the order within seven working days after the day on which you received the goods. You must keep a copy of your notice of cancellation such as a certificate of posting or confirmation of fax transmission. The goods must then be returned to us and in accordance with our returns policy.

For items such as spas, swimspas, replacement spa covers, gazebos, bespoke spas and accessories, you have the right to cancel within 48 hours of placing your order and receiving our invoice. You must notify us in writing by letter, fax or email that you wish to cancel the order. You must keep a copy of your notice of cancellation. If we do not receive notice from you that you wish to cancel the order then you are contractually bound to accept the order and you cannot return the goods unless they are faulty.

If an order is cancelled within either the seven day or 48 hour periods defined above then you will be due a full refund of any monies paid. You will be contacted by phone to arrange the refund and within 30 days of your cancellation of the order.

## **Returns policy**

Please inspect your goods immediately upon delivery. If goods delivered are faulty, missing or incorrect, you must advise us as soon as possible and within 2 days from the date of delivery.

If you notify us of a problem with your goods, we will either make good any shortage or replace any goods that are found to be faulty.

Do not install Hot tub or Gazebo products unless you are completely satisfied, as we will not accept any claims for damaged or incorrect items once they have been installed. Where you, the buyer, has used or installed the goods such use or installation shall be taken as conclusive evidence that you have accepted the goods notwithstanding that there is a defect in the quality or condition of the goods or that they may fail to correspond with their specification and you waive the right, in these circumstances to make any claim against the company. You must accept full responsibility for the suitability of the goods ordered for the purpose to which they are put before use.