

TERMS AND CONDITIONS OF BUSINESS

The "Company" means West One Bathrooms Limited, a company registered in England and Wales under registration number is 1356065, and whose registered office is at Unit D, David Road Industrial Park, Davis Road, Chessington, Surrey, KT9 1TQ. The Company's registered VAT number is GB 242 381676.

The "Customer" means the person named in the "Invoice to" section on the Company's documentation. "Goods" means the goods which the Company supplied pursuant to the order.

Terms--These are the terms and conditions ("Terms") on which we supply Goods to the Customer and shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Terms) or referred to in any documentation submitted by the Customer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. The Company's acceptance of the Customer's order (including telephone orders) shall be effective only where such acceptance is in writing on the Company's order acceptance form, at which point a contract will come into existence between you and us.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Goods to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think there is a mistake in these terms, please contact us to discuss.

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Pricing-Any prices (which include VAT) quoted by the Company are valid for a period of 30 days from date of quotation and may thereafter vary and be subject to change.

Payment-The Company shall not be obliged to make delivery until the Company received payment in full in cleared funds. Trade Customers with credit facilities with the Company shall, unless otherwise agreed in writing, pay in full within 30 days of the date of the invoice. Payment on time is of the essence of the contract. The Company reserves the right to charge interest on debts at a rate of 8% above the Bank of England base rate, on any debts not settled after 30 days past due. The Company reserves the right to suspend the provision of Goods to the Customer where any amounts are overdue under any contract with the Customer until such amounts have been paid. The Customer shall pay without set-off, counterclaim, deduction or withholding every amount due to the Company. Any extension of credit allowed to the Customer may be changed or withdrawn at any time. Notwithstanding any purported contrary appropriation by the Customer, all payments made by the Customer to the Company shall be appropriated first to any Goods that have been resold by the Customer and then to Goods that remain in the possession or under the control of the Customer. All special items must be paid for 100% in full before the Company will commit to ordering these on behalf of the customer.

Cancellation-If the Customer contacts us in writing to end the contract for any of the reasons set out under paragraphs (a) to (d) below, the contract will end immediately upon our receipt of such notice and we will refund you in full for any Goods which have not been delivered (or if they have been delivered, returned to us by you in good condition) and you may also be entitled to further compensation.

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(b) we have informed you of an error in the price or description of the Goods you have ordered and you do not wish to proceed;

(c) we have suspended the supply of the Goods for technical or health and safety reasons, or we notify you that we are going to suspend them for technical or health and safety reasons, in each case for a period of more than 3 months; or

(d) you have a legal right to end the contract because of something we have done wrong.

If you are not ending the contract for one of the acceptable reasons set out above, then the contract will end immediately upon you contacting us in writing and we will refund any sums paid by you for Goods any Goods which have not been delivered (or if they have been delivered, returned to us by you in good condition), but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

Notwithstanding the above, once a Customer has placed an order for special or bespoke Goods ("Bespoke Goods") the Customer may not end the contract for Bespoke Goods without our prior written consent. Any termination by a Customer of an order for Bespoke Goods to which we agree will be subject to due compensation for any costs already incurred by the Company whether paid or not at that time ("Bespoke Goods Costs"). Bespoke Goods Costs will either be deducted from any pre payments made by you and the balance returned to you or will otherwise be and remain your responsibility to pay to the Company. Bespoke Goods Costs include any costs incurred by us and either already paid or contracted to be paid to any third party suppliers and/or manufacturers.

Any Goods accepted for return/cancellation will be subject to a 25% re-stocking/handling charge of the list price; in addition the Goods will only be accepted back providing they are not of a special or bespoke nature and they are returned to us in their original packaging/condition undamaged and it is within 30 days of the delivery date. This does not affect your right to return faulty manufactured items.

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Delivery and installation (if applicable) shall be made as soon as possible. We will contact the Customer with an estimated delivery and installation date.

Please ensure you have appropriate personnel on site to accept and off load deliveries. We have a tailboard kerbside delivery service and where possible these will be delivered to your site address if we can park without contravening any parking restrictions or Health & Safety Regulations. Our insurance coverage stipulates that we cannot deliver goods into your premises. It is the Customer's responsibility to ensure that adequate and competent assistance is available to off-load the item(s) being delivered. If the Customer refuses or fails to take delivery of the Goods tendered in accordance with the order acceptance form or fails to take any action necessary on its part for delivery and/or shipment of the Goods, the Company is entitled to terminate the contract with immediate effect; to dispose of the Goods as the Company may determine, and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation, storage costs from the date of delivery). The Customer agrees to accept delivery within three months of the order being fully available. In the event of the Customer not accepting the goods within this period, the Company reserves the right to charge storage and insurance of the goods at the rate of 5% of the total order value per month or part thereof.

If delivery of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Goods you have paid for but not received.

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General-The Company shall not be liable for any failure or delay in performance of its obligations which is caused by circumstances beyond its reasonable control. Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, the Company's total liability arising in connection with the Customer's order shall be limited to the price of the Goods. The Company shall not be liable to the Customer for any economic loss, loss of profit, loss of business, goodwill or otherwise and whether direct, indirect or consequential, or any claims for consequential compensation whatsoever. In the event that the Company provided faulty goods but the fault is not discovered until after installation of the Goods and could not have been discovered on examination on delivery the liability of the Company shall be limited to replacing such faulty goods free of charge and paying the reasonable expenses of installation of the replacement Goods provided that the Company shall have first been offered the opportunity of itself paying out for such installation work. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal injury resulting from negligence of the Company, or its servants/agents.

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Risk and Title-All Goods remain the property of the Company until such time as they are paid for in full. The Goods shall be the responsibility of the Customer and at the Customer's risk from delivery.

For the purposes of these Terms, "delivery" is completed on the completion of unloading the Goods at the delivery location specified on the order acceptance form.

From the time of delivery until property in the Goods passes to the Customer in accordance with these Terms the Customer shall insure for their full value with a reputable insurance office. Upon request, the Customer shall use reasonable endeavours to have the Company's interest in the Goods noted on the insurance policy. Until property in the Goods passes to the Customer the Customer shall hold the proceeds of any claim on the insurance policy on trust for the Company and shall immediately account to the Company with the proceeds. Until property in the Goods has passed, the Customer is in possession of the Goods in a fiduciary capacity and shall not part with possession of the Goods; take proper care of the Goods and take all reasonable steps to prevent any damage or deterioration of them; and keep the Goods free from any charge, lien or other encumbrance and store the Goods in such a way as to show clearly that they belong to the Company. The Company reserves the right to repossess and resell any of the Goods to which it has retained title. The Company's consent to the Customer's possession of the Goods and any right the Customer may have to possession of the Goods shall in any event cease upon the Customer becoming insolvent.

Damage/Shortage-All Goods must be inspected at time of delivery and signed for in "good condition". Such signature that the Goods are in good condition shall be treated as the Company's fulfilment of its obligations under the contract. It is the responsibility of the Customer to ensure that Goods are not signed for unexamined. Where delivery is made by the Company's vehicle any damage/shortages must be notified to the driver at time of delivery and confirmed in writing to the Company within 5 days; where delivery is made by a Carrier the Company (+44(0)20 8870 2121) must be advised immediately of any breakages/shortages and this must be confirmed in writing to the Despatch Department at Unit D David Road Industrial Park, Davis Road, Chessington, Surrey KT9 1TQ within 5 days.

Tiles/Natural Stone-The Company recommends that Customers ensure they have ordered sufficient quantities of tiles/natural stone products allowing for breakages/cuts since there can be no guarantee that the shade/batch number can be matched for any subsequent orders. Customers should seek advice from their installer regarding quantities ordered without delay. Due to the nature of natural stone products the Company cannot guarantee exact colour match to any samples provided/shown at the time of placing the order. Excess tiles are non-returnable.

Disclaimer-Any drawings/sketch/information provided whether verbal or written is given as guidance only. Although we have made every effort to display colours accurately, we cannot guarantee that a device's display of colours or the printed pictures in our brochure accurately reflects the colour of the Goods. Your Goods may vary slightly from those images.

It is the Customer's responsibility to confirm with their advisers that the Goods are suitable for any intended installation.

It is the Customer's responsibility to ensure that any installation using Goods supplied by the Company complies with all statutory water and building regulations.

Our brochure and website are solely for the promotion of our Goods in the UK.

Complaints-If you have any questions or complaints about the Goods, please contact us via the details set out in these Terms under the heading 'How to contact us'.

We are under a legal duty to supply Goods that are in conformity with the contract.

General-The Company shall not be liable for any failure or delay in performance of its obligations which is caused by circumstances beyond its reasonable control. Save as expressly provided for in these terms and conditions, and to the fullest extent permitted by law, the Company's total liability arising in connection with the Customer's order shall be limited to the price of the Goods. The Company shall not be liable to the Customer for any economic loss, loss of profit, loss of business, goodwill or otherwise and whether direct, indirect or consequential, or any claims for consequential compensation whatsoever. In the event that the Company provided faulty goods but the fault is not discovered until after installation of the Goods and could not have been discovered on examination on delivery the liability of the Company shall be limited to replacing such faulty goods free of charge and paying the reasonable expenses of installation of the replacement Goods provided that the Company shall have first been offered the opportunity of itself paying out for such installation work. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, are hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal injury resulting from negligence of the Company, or its servants/agents.

We will use personal information provided by you to us:

(a) to supply the Goods to you;

(b) to process your payment for the Goods; and

(c) if agreed by you during the order process, to inform you about similar Goods what we provide,

but you may stop receiving these communications at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so.

Applicable Law-The order to which these Terms relates is subject to the laws of England and Wales and any question arising in connection therewith shall be subject to the exclusive jurisdiction of the English Courts.