



BLUE LAGOON SPAS

HOT TUBS AND SWIM SPAS

STANDARD TERMS & CONDITIONS OF SALE

The following Terms and Conditions are binding on you please make sure that you read them carefully and that you fully understand them before entering into this agreement.

1. In these Conditions:-

The "Company" means BLUE LAGOON WELLNESS LTD of Unit 7 & 8 Macon Business Park, Crewe, Cheshire, CW1 6DG.

The "Customer" means the individual, firm, corporation or other party with whom the Company contracts and named on the Installation Schedule of Works.

The "Contract" means the contract for the purchase, sale, installation and servicing of the goods.

The "Goods" means the goods and materials including any part of the same which are to be supplied in accordance with these Conditions as are set out overleaf.

The "Price" means the price specified in these conditions and are set out overleaf.

The "Servicing" means the maintenance and servicing of the Goods belonging to the Customer carried out or to be carried out by the Company.

The "Installation" means the fitting and installing of the Goods in accordance with the Manufacturers Manual recommendation and best engineering practices.

The "Manufacturers Manual" means the manual provided by the manufacturer of the Goods, and supplied by the Company to the Customer during the installation which gives specification and advice to the user of the goods.

2. Validity

Unless other Terms and Conditions are expressly accepted by the Company with a written amendment by the Company, the Contract will be on the contract Terms to the exclusion of any other Terms and Conditions.

3. Quotations

- I. Any Quotation given by the Company is given on the basis that no contract will come into existence until the Conditions of clause 4 here of have been complied with in full.
- II. A Quotation shall be available for acceptance for a maximum period of 29 days from the date of issue after which period it is not valid unless recorded in writing by the Company and may be withdrawn or amended by the Company within such period at any time in writing without notice.
- III. All Quotations must be in writing and incorporate these standard Terms and Conditions.

4. Acceptance of Quotations

If a Customer accepts the Quotation, the Contract is not binding on the Company until the Company has signed this Contract and the same is counter-signed by the Customer.

- I. Acceptance of the Quotation will be by the signature of the Customer.
- II. The Customer shall be responsible for ensuring the accuracy of the terms of the order relating to the Goods to enable the Company to fulfil the terms of the Contract.
- III. The quality, quantity and description of the Goods shall be those set out in the seller's Quotation if accepted by the Customer or Customers order (if accepted by the Company).
- IV. No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profit, costs of labour and materials used) damages, charges and expenses incurred by the Company as a result of the cancellation.

5. Price of Goods

- I. Unless otherwise agreed and subject in any event to paragraph (iii) the price of the Goods will be as stated either in the Contract or in the Company's written Quotation.
- II. The Company reserves the right by giving notice to the Customer at any time before delivery of the Goods to increase the price of the goods to reflect any increase in costs to the Company which is due to any factor beyond its control. Such increase shall be limited to a maximum of 5% of the Contract price and must be notified in writing by the Company to the Customer as soon as such increase is made.
- III. Unless expressly stated otherwise all prices are exclusive of VAT (including prices in quotations).

6. Delivery

- I. The Company will endeavour to deliver the Goods within the time limit agreed and if no time limit is agreed, within a reasonable time but in no circumstances will the Company be liable to loss or damage of any kind whatsoever caused directly or indirectly by any delay in delivery of the Goods nor shall any such delay entitle the Customer to cancel the Contract.
- II. In the event of a delivery date not being able to be met the Company will contact the Customer and agree an alternative date.
- III. The Customer must do all that is reasonably feasible to enable the delivery and installation to take place on a given date.

7. Installation

- I. The Customer shall grant the Company's workmen and supervisors unfettered access at all reasonable times and shall cooperate in every way that the Company reasonably requires in order for the Company to strictly comply with all the provisions of this Contract.
- II. The Company will carry out the Installation as expeditiously as possible. If during the course of the Installation, additional works are found to be necessary which were not reasonably foreseen by the Company or arising as a result of incorrect information having been supplied by the Customer to the Company, these additional works will be carried out with the permission of the Customer and at extra cost, the extra cost being estimated as soon as is known and communicated to the Customer.
- III. The Company shall not be liable to the Customer for any damage caused to the Customers property as a result of the Installation. In the event of any damage being caused by the Company to the Customers property, the Company shall at the request in writing and at the Customers cost make good any such damage as expeditiously as possible.

8. Risks and Liabilities

- I. As soon as the Company has delivered the goods or Services to the Customer, the Customer will be responsible for them. If the Customer delays the delivery or wrongly fails to accept delivery of the Goods, the Company's responsibility for everything other than damage due to its negligence will end on the date the Company agreed to deliver to the Customer.

9. Ownership of the Goods

- I. Ownership of the Goods shall remain with the Company and shall not pass to the Customer until the Price for them, together with all sums due from the Customer has been paid in full.

10. Terms of Payment

- I. A deposit of 10% of the Price will be paid by the Customer to the Company at the time of this agreement, unless another amount is agreed in writing by the Company. This deposit is strictly non-refundable.
- II. The balance of the price shall be due and paid by the Customer 7 days prior to the delivery and installation date unless another date is agreed upon in writing by the Company.
- III. Interest at an annual rate of 4% above the base rate of the National Westminster Bank plc will accrue on any overdue accounts from the date of due payment to the date of actual payment.
- IV. In the event of the Customer failing to pay the final payment balance on the due date or where there is any other default under the terms of this Contract the Company may postpone any delivery without liability and in the event of final payment not being made within 21 days of being due, the Company may cancel this Contract or any other Contract without prejudice to any right or remedy that the Company may have against the Customer in respect of such default.
- V. The Customer shall not be entitled to withhold payment of the balance of the Price or any part thereof for any reason whatsoever.

11. Cancellation

- I. If the Customer cancels extends or delays or purports to cancel extend or delay this Contract or any part thereof or fails to take delivery of any Goods or Services at the time agreed, or if no time agreed, within a reasonable time, then the Customer will be liable (without prejudice to any other right of the Company to claim damages) to indemnify the Company against any resulting loss damage or expense incurred by the Company in connection with the supply or non-supply of the Goods including the costs of any material plant or tools used or intended to be used therefore and the cost of labour and other overheads including a percentage in respect of the profit.
- II. In the event of the Company being unable to obtain the Goods or Services for reasons outside its control then the Company shall serve notice on the Customer cancelling the Contract, cancellation shall not give rise to any claim by the Customer.

12. Guarantees

- I. The Company agrees to repair or replace free of charge to the Customer any Goods or parts thereof installed by the Company which proves defective as a result of faulty materials or workmanship within the timescales detailed in the "Warranty" section of the Contract commencing on the date of installation (the Guarantee Period) provided that:-

- a) The price has been paid in full.
- b) The Customer has not used the Goods otherwise than in accordance with the Manufactures Manual.
- c) The damage has not been caused by negligence in whole or part by the Customer.
- d) The Goods have not been misused or handled carelessly.
- e) No attempts have been made by the Customer or anyone to rectify the defect.

- II. The Customer notifies the Company in writing of the defect as soon as the same is discovered.

- III. The Guarantee does not in any way confer any rights other than those expressly set out and does not in any way cover any consequential loss or damage.

13. Complaints on Installation of Goods

Any complaint about the installation of the Goods shall be made by the Customer to the Company in writing within 28 days of the completion of the installation and any complaint thereafter the Company shall not accept any liability in respect of the same.

14. General

- I. The Company reserves the right to make minor variations to the specification and installation of the Goods and Services.

- II. Any notice required or permitted to be given by one party to the other under this agreement shall be in writing addressed to the other party at the address specified in this agreement or have been notified pursuant to the terms hereof.

- III. Any provision of these Conditions is held to be valid or unenforceable in whole or in part the validity of the other provisions shall not be affected.

- IV. Any dispute arising under or in connection with these conditions of sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated or the application of either party to the federation of the institute of Chartered engineers or the Royal Institute of Chartered Surveyors.

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