



## Conditions of Sale

1. This Contract covers the supply of goods by Bathroom Design Studio, stipulated in the 'Quotation' and corresponding 'Product Specification' documents. Products supplied by companies other than Bathroom Design Studio, and not detailed within the scope of the 'Product Specification', shall not form part of this contract.
2. Installation of the goods supplied by Bathroom Design Studio, as per the 'Quotation' and corresponding 'Product Specification' documents, shall form no part of this Contract.
3. Bathroom Design Studio's standard payment terms are as follows:
  - a) 25% of total contract value payable as deposit at the time of contract authorisation.
  - b) Balance payment on SPECIAL products as they are confirmed to manufacture.
  - c) Full outstanding balance on dispatch of products from Bathroom Design Studio.
4. Payments may be made by cheque, cash, debit or credit card and should be handed to the representative of Bathroom Design Studio, and a receipt obtained. All products remain the sole property of the Bathroom Design Studio until the balance is paid in full.
5. The contract may include both STANDARD 'off-the-peg' products together with SPECIAL products i.e. bespoke products, custom made to the Customers' specification.
6. Cancellation of any product is at the discretion of Bathroom Design Studio and is subject to conditions and charges. In the event of cancellation of the Contract being requested by the Customer and Bathroom Design Studio accepting the same, the following charges will be made:
  - i) Administration charge of £250.00.
  - ii) Survey fee of £250.00 if a site survey has been conducted at any point in the process of product specification.
  - iii) Re-stocking charge of 20% the contract value of the items, if delivery has been made to Bathroom Design Studio for STANDARD 'off-the-peg' products. The cancellation will only be possible if the return of products is authorised by the product supplier.
  - iv) Cancellation of a SPECIAL product is not possible once the item has been confirmed to production.
7. Any computer-generated images are intended as a guide only and shall not form any part of the contract. Whilst every effort is made to represent the design as accurately as possible, not all products are available on the graphic catalogue and as such products included in the illustrations may differ in size, style, handing, colour, finish, detail from the products supplied as part of this Contract.
8. Bathroom Design Studio cannot accept liability for any additional costs resulting from alterations instigated by the Customer after the date of this Contract unless notified to, and accepted in writing by, Bathroom Design Studio, prior to the placement of goods on order with suppliers.
9. Products are sold with the benefit of a guarantee by Bathroom Design Studio for 12 months from the date stated on 'Dispatch Note' and 'Invoice' documentation. This guarantee does not cover any issues caused by product misuse or lack of proper care for the product. Any problems arising from manufacturing defects will be covered separately by the product guarantee provided by the manufacturer. The guarantee is not transferable.
10. Any claims for damaged products must be made within 48 hours of the item being dispatched by Bathroom Design Studio. No claims against damaged products can be made once installed. Installation of the product is deemed as acceptance of the product quality and suitability for use.
11. Where necessary, a representative of Bathroom Design Studio shall be given reasonable access to inspect items forming the basis of a complaint and if necessary, reasonable access to remedy the same.
12. Bathroom Design Studio shall be at liberty, upon the completion of the manufacture of the goods to the Customer's specifications, to serve notice upon the Customer of its readiness to dispatch the same. In the event of the Customer not arranging collection/delivery of the goods within the period of twelve weeks from the service of such notice, the Customer shall thereupon be indebted to Bathroom Design Studio in respect of the outstanding balance of the purchase price and shall pay the same to Bathroom Design Studio on demand.
13. Upon the expiry of the said twelve weeks the Company shall be at liberty to increase the price payable for the goods thereof to the Company's standard price prevailing at the date of dispatch from Bathroom Design Studio.
14. Any concession, latitude or waiver allowed by Bathroom Design Studio at any time shall be without prejudice to their strict and full rights under this Contract, and shall not prevent Bathroom Design Studio subsequently exercising such rights.
15. Time is not of the essence of the contract and Bathroom Design Studio will not be liable in damages or otherwise for any delay in carrying out the installation and the Customer shall have no claim or recourse against Bathroom Design Studio in respect of any inconvenience damage or consequential loss of any kind whatsoever arising from such a delay.
16. **FORCE MAJEURE**  
In the event of any circumstances, contingency or force majeure occurring beyond the control of the Company preventing, impelling or interfering with the dispatch of the whole or any part of the products, Bathroom Design Studio reserves the right to suspend and / or cancel delivery without incurring liability for any direct or consequential loss, injury or damage which may be caused or sustained by the Customer and / or any third party in consequence of any suspension and / or cancellation.