



✧ **BATHROOM SUITES - SHOWER ENCLOSURES - SHOWERS - FULLY GUARANTEED FITTING SERVICES** ✧

## SUPPLY & FITTING SALES CONTRACT

CUSTOMER DETAILS	
FULL NAME ("Customer"):	
ADDRESS:	
HOME NUMBER:	MOBILE NUMBER:
WORK COMMENCING:	APPROXIMATE WORK DURATION:

**TOTAL SUPPLY AND INSTALLATION VALUE (excludes extras):** £ \_\_\_\_\_ . \_\_\_\_\_

**Payment Schedule:**

**First Payment (deposit 10%):** £ \_\_\_\_\_ . \_\_\_\_\_ *Payment Method:*

*Due on work agreement.*

Signed *Customer* ..... Date.....

Signed *Staff* ..... Date.....

**Second Payment (45%):** £ \_\_\_\_\_ . \_\_\_\_\_ *Payment Method:*

*Due on work commencement.*

Signed *Customer* ..... Date.....

Signed *Staff* ..... Date.....

**Third Payment (45% plus extras):** £ \_\_\_\_\_ . \_\_\_\_\_ *Payment Method:*

*Due on final day of installation.*

Signed *Customer* ..... Date.....

Signed *Staff* ..... Date.....

Item/Additional Service	Price
<b>TOTAL</b>	

**I understand that by paying the deposit I agree to the terms and conditions** presented to me, also available at <http://distinctbathrooms.co.uk/terms-and-conditions/>.

Please note we do not accept credit cards.



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## **SUPPLY & FITTING TERMS AND CONDITIONS**

These terms relate to the supply, fitting and after-sales of any work or service provided by Distinct Bathrooms Ashbourne Limited (“Distinct Bathrooms”, “us”, “our”, “we”) and were last updated **16th April 2019**.

The first payment is 10% of the total supply and installation value; this is a non-refundable payment in order to secure the booking date. Upon **Commencement Of Work** the second payment is due and is 50% of the remaining owed balance. The third and final payment is to be paid on the **Final Day Of Installation** and includes the remaining balance, as well as any agreed extra items or additional works.

Distinct Bathrooms will not add charges for works unforeseen within the boundaries of the quotation. However, Distinct Bathrooms will not be held responsible for existing building faults.

Upon agreement of any work to be carried out by Distinct Bathrooms, a date will be agreed on by both parties as to when work will start. Both parties have the right to re-arrange such date or time at any point up until 30 days before the agreed start work date. However, it may be the case that a Customer will have to wait until the next available date. The start date agreed by both parties is subject to a slight delay due to unforeseen circumstances; Customers will be made aware of any delays with as much notice as possible.

Work completed by Distinct Bathrooms will not usually overrun its estimated time but will work additional days if required to finish the agreed work, without extra charge (providing the Customer has not added extra works or items).

Distinct Bathrooms uses its own tradesmen where possible. In some cases, it is necessary to use subcontractors who will carry out works on our behalf. Their work will be covered under the 12 month guarantee with Distinct Bathrooms.

Plastering, building alterations, and electrics are charged separately as shown on the quotation. Any changes made to these services after this contract has been signed may incur a further charge. Cancelling/removing any of these services after the contract has been signed may still be chargeable due to contractor’s costs.

All goods provided by Distinct Bathrooms will be in a new condition (unless stated otherwise). Additionally, all items, building materials, and work carried out by Distinct Bathrooms are covered by a 12 month guarantee. All bathroom appliances and fittings have a manufacture guarantee which extends beyond 12 months; however, they do not always cover fitting costs.

If in the first 30 days you find a product supplied by Distinct Bathrooms that is not of a reasonable standard, you may contact us and arrange for a replacement to be provided free of charge and fitted where applicable.

Distinct Bathrooms always aim to deliver a high quality of service and installation. If you feel this aim has not been met, please contact us so mutual arrangements can be made to rectify the situation.

All goods supplied remain the property of Distinct Bathrooms until all three payments are made and completed.

In the circumstance of a clerical error, such as a miscalculation, Distinct Bathrooms are not obliged to supply the products or services related to such error. It is important for the Customer as well to check

any quotations supplied by Distinct Bathrooms to ensure that your quote is complete, accurate and to your satisfaction.

Any products quoted are subject to availability and supplier stock, should any item quoted be no longer available, we will make all reasonable steps to contact you to see how you would like to proceed, which may include changing the quotation; if applicable, these changes will be chargeable on the third and final payment.

Slight colour variations may occur in products such as panels, doors and tiles which is due to manufacturing. This is not a fault and is beyond our control.

Any products or work not listed are not included in the final quotation price. We cannot be held responsible for any additional contractual work other than work specified in the quotation, e.g. electrical work, plastering and carpentry. Any additional work required by you will be charged accordingly.

You are required to bring to our attention anything which is relevant to the products and service you require, e.g. your building is a listed building. In addition to this, you will need to obtain all necessary local authority consents, planning permissions and any other consents and permissions for relevant work prior to work starting.

Should you require any items already owned and in use to be re-used/relocated, no responsibility can be taken by us if these items are damaged during removal and relocation. Distinct Bathrooms will try to limit any damage caused during this removal/re-fitting but unless previously agreed, our services do not include putting right any damage to tiles, decorating, painting or other items in close proximity.

This quote is submitted based on staff and contractors being able to carry out their work unhindered and uninterrupted, and are allowed continuous access to a safe working environment, with proper and free access to the property concerned, including the loft.

All services will be provided with minimum disruption to utilities and with reasonable care and skill, but should any remedial works be required as a result of our failings during installation, we reserve the right to carry out this work ourselves or appoint a suitable third party.

At the discretion of Distinct Bathrooms, some items may not be eligible for return/refund (such as tiles, bespoke items or previously fitted items), and certain items may be returned with an incurred restocking charge.

It should also be recognised that if an issue was to arise that does not directly affect the use of the installed bathroom, due to either a product or service provided by Distinct Bathrooms, the Customer may only withhold a maximum of 10% of the final amount agreed until the issues have been resolved. If an issue arises that severely or detrimentally affects the use of the bathroom, the Customer is not required to pay the final (third) payment until these issues are resolved.

Please ensure you have read, understood and agreed to the “12 MONTHS GUARANTEE TERMS AND CONDITIONS”, “BATHROOM MAINTENANCE AND CLEANING” and “PRIVACY POLICY” terms.



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## **12 MONTHS GUARANTEE TERMS AND CONDITIONS**

Once full payment is received, all work is guaranteed for 12 months from the completion date.

If a defect in materials or workmanship within the guarantee period cause a product to fail, we will repair or replace the affected product or part.

Where the product is no longer available we shall, at our discretion, provide you with a replacement product of similar specification.

There are no other remedial options available under our guarantee.

The guarantee applies to the single product in question providing it has been maintained in accordance with the manufacturer's instructions, showroom guidelines and the "BATHROOM MAINTENANCE AND CLEANING" terms.

The guarantee does not include damage as a result of using any strong chemicals, misuse or modification. Also not included are normal wear and tear, natural discolouration over time and products not for domestic use only.

The guarantee does not extend to replacing any other items in the bathroom/kitchen, furniture or other general household fittings.

We reserve the right to send someone, including a third party, to inspect any faulty items if this is required, prior to confirming any repair or replacement.

This guarantee is in addition to and does not affect your statutory rights.



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## **BATHROOM MAINTENANCE AND CLEANING**

The hardwearing surface of PVC panelling can be cleaned with a shower-panel spray cleaner which is mild, non-abrasive and anti-bacterial.

Do not expose any product to temperatures in excess of 60°C. Parts of the bathroom that are exposed to excessively high water temperatures may show signs of deterioration prematurely.

The Customer is expected to be responsible for replacing lighting lamps (bulbs).

Abrasive or caustic cleaners and bleaches must **NOT** be used on PVC panelling, baths, toilet seats, chrome fittings, shower frameworks or screens.

Distinct Bathrooms will not be held responsible for deterioration of silicon, sealants or grout. It is recommended that these be replaced as soon as they begin to show signs of deterioration.

Valves inside showers, taps, etc. can experience issues if the filters are not cleaned on a regular basis.

Shower, basin, bath and bidet wastes may drain slower if they're not cleaned regularly. This can lead to these products 'backing up'.

Customers are asked to follow these guidelines as close as possible to maintain the full warranty of the bathroom.

All products come with their own guidelines in cleaning and maintenance. If you're missing any information in particular, please contact us and we will provide you with the information available.

If you have any other queries, please do not hesitate to ask us.



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## PRIVACY POLICY

### YOUR CONSENT

By arranging a quote or agreeing to work or products to be supplied, you're explicitly giving Distinct Bathrooms permission to store and use your personal data in order to carry out any agreed work or to supply any goods.

### WHAT WE USE YOUR DATA FOR

Distinct Bathrooms will only use your data for the sole purpose of ensuring any agreed work will be carried out. We hold the right to contact you with the information you have provided, but will not do so for the purpose of marketing or further selling.

Providing the Customer does not inform us otherwise, we may on occasion, take and use pictures of work completed in our future marketing. These pictures will not include any personal or identifiable information of the Customer.

Please also note that if you submit a review of our work, services, products or anything related to our company, it is assumed that we may also publish this on our website ([www.distinctbathrooms.co.uk](http://www.distinctbathrooms.co.uk)) alongside your first and last name. If you send us a 'thank you' or appreciation message privately, we will attempt to gather your permission to post it publicly.

### WHO WE SHARE YOUR DATA WITH

Distinct Bathrooms holds the right to share the Customer's details with our suppliers or subcontractors, where necessary in order to carry out the agreed work or supply any goods. We will not share your data with any person or company that is not an employee of Distinct Bathrooms, or are not a supplier or subcontractor related to our agreement of work; some exceptions are below.

Customer details and information may also be shared with Distinct Bathrooms (Ripley, Derbyshire), as we have close affiliations and business relations with this showroom, that may at times, help assist supply products, services, advice or information. Distinct Bathrooms (Ripley) will continue to maintain the same level of security in protecting your data.

### YOUR RIGHTS

In compliance with relevant data law, you reserve the right to:

- Access or rectify any data that we store on you. If you wish to request what data we store on you, you can do so by emailing us at [enquiries@distinctbathrooms.co.uk](mailto:enquiries@distinctbathrooms.co.uk).
- Request your data be erased from our paper and computer systems. For account records and legal purposes, we will not be willing to erase the data of any Customer that has had work carried out, goods supplied or any other contractual agreement.

If you object to any of this data processing, please contact us so suitable arrangements can be made.