

# SUPPLY & INSTALLATIONS 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 on **18th July 2020**.

Customers are advised to read this document thoroughly. Please feel free to contact a member of staff if you have any questions.

## 1. Terms of Service(s):

- a. 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.
- b. 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.
- c. 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.
- d. Customers must be aware any item or service not mentioned in the quotation may not be included in the quoted prices (in most cases amendment can be made).

## 2. Planning Process:

- a. Customers 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.
- b. Customers will need to obtain all necessary local authority consents, planning permissions and any other consents and permissions that may be needed for relevant work prior to work starting.
- c. 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 (see section 6).

## 3. Products and Materials:

- a. 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.
- b. 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 Distinct Bathrooms control.
- c. Any products not included in the quotation may not be included.
- d. It is the customers responsibility to bring to our attention the need to meet any particular approval or exceptional regulation any items must conform to. Especially for certain disabilities (example TMV2)
- e. Distinct Bathrooms cannot be held responsible for items not provided by us.
- f. 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.

#### 4. Services:

- a. Plastering, building alterations, and electricians are charged separately as shown on the quotation or installation instructions. 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.
- b. Works not included in the quotation or installation will not be provided without an additional cost.
- c. 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.
- d. This agreement 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.
- e. 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.
- f. 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).
- g. Distinct Bathrooms installation teams will not work with other unknown tradesmen or DIYers on a project.
- h. Customers must be aware that the fitting process will require additional space inside the premises, for tools and storage of new bathroom goods. The use of a garage or additional room is helpful, but not essential.

#### 5. Installation Common Work Practices:

- a. Sticky back plastic sheeting is usually applied to carpets from a front door/access point to the bathroom. Other floor protection will be used on hard floors where necessary.
- b. Tiles and wall/floor covering will be applied to walls/floors in areas seen, therefore tiles and floor coverings may not be applied under baths, shower trays and furniture, likewise wall tiles and wall coverings may not be applied behind fitted and modular furniture.
- c. Plasterboard is commonly used in all areas of a bathroom including areas designated for a shower or bath. Wet rooms will typically have an additional waterproofing layer if necessary.
- d. Ceiling panels may be applied over the existing ceiling. Therefore following the contours of the ceiling to a degree.
- e. Tiles and wall coverings are generally overestimated to reduce the risk of running short. This may mean you will be left with some left over. Unfortunately, Distinct Bathrooms cannot refund any leftover material. (tiles, Karndean and boarding off-cuts) exceptions may apply,
- f. Changes to the existing flooring (floorboards/chipboard) and walls (plaster, plasterboard and timber frames) will be left to the fitter's discretion to judge their suitability to receive new material of which Distinct Bathrooms builds your new bathroom. This only applies to the parts of the bathroom covered in the bathroom plan/quotation. Customers may ask for an exception in the planning stages.
- g. Distinct Bathrooms reserve the right to decide acceptable tolerances of certain materials including tiles, plaster, timber, grouts, silicones and other building materials. All tolerances are in alignment with British Standards regulations.
- h. Pipework installed as part of the bathroom installation will be commonly done in PEX barrier pipe. On occasion it may be necessary to install traditional copper pipework with the use of a gas blowlamp. Customers may ask for an exception in the planning stages
- i. During the installation it may be necessary to interfere with utility supplies i.e. water supply, electricity supply, heating and hot water. Distinct Bathrooms will always try hard to keep the disturbance to these supplies to a minimum
- j. A working WC will always be provided at night whenever possible. Access to a working WC during the day may be disturbed as the work around it progresses.
- k. Customers must acknowledge that dirt and dust is an inevitable consequence of refitting a bathroom, but we will do our utmost to keep this to a minimum.

1. All conditions stated under this section (s. 5) are subject to the fitter's discretion.

If a customer wishes to make changes to our common practices they should request a change at the planning stages and initial a change on the 'Quotation/Installation sheet', and failure to do so may mean we will follow our Common Work Practices as usual. Changes noted after installation has begun may be subject to an additional charge and or delays.

#### **6.Warranty/Guarantee Terms and Conditions:**

- a. Distinct Bathrooms provide a 12 month comprehensive warranty for all products and services provided by Distinct Bathrooms (see section 7).
- b. 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 without charge.
- c. Where the product is no longer available we shall, at our discretion, provide you with a replacement product of similar specification.
- d. 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.
- e. 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.
- f. All bathroom appliances and fittings have a manufacture guarantee which extends beyond 12 months; however, they do not always cover fitting costs.
- g. 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.
- h. Distinct Bathrooms will offer help within reason with any warranty claims against manufacturers even after the 12 month warranty period.
- i. Distinct Bathrooms will not be held responsible for existing building faults that may have an impact on the use or appearance of the finished bathroom.
- j. The 12 month warranty period starts from last day of installation.
- k. 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 "Cleaning and Maintenance" terms see section 8).
- l. There are no other remedial options available under our guarantee.
- m. This guarantee is in addition to and does not affect your statutory rights.

#### **7.Warranty and Remedial work:**

- a. Warranty work within the first 12 month will be free of charge.
- b. Additions or changes during the 12 month warranty period may be chargeable.
- c. Manufacturers warranties do not cover the cost of labour, Distinct Bathrooms may charge at the standard rate for work carried out on items required after the first 12 months.
- d. Warranty work will be carried out at our earliest convenience.
- e. Emergency warranty/remedial work will be carried out as soon as is reasonably possible.
- f. Any remedial work carried out as a result of external elements or third parties may be chargeable.
- g. Remedial work carried out as a result of misuse or accidental damage may be chargeable.
- h. Evidence may be required from the appropriately qualified or certified third parties in the event remedial work is requested, which we deem unnecessary.

## **8. Cleaning and Maintenance:**

- a. The hardwearing surface of PVC paneling can be cleaned with a shower-panel spray cleaner which is mild, non-abrasive and anti-bacterial.
- b. 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.
- c. The customer is expected to be responsible for replacing lighting lamps (bulbs).
- d. Abrasive or caustic cleaners and bleaches must NOT be used on PVC paneling, baths, toilet seats, chrome fittings, shower frameworks or screens.
- e. 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.
- f. Valves inside showers, taps, etc. can experience issues if the filters are not cleaned on a regular basis.
- g. Shower, basin, bath and bidet wastes may drain slower if they're not cleaned regularly. This can lead to these products 'backing up'.
- h. Customers are asked to follow these guidelines as close as possible to maintain the full warranty of the bathroom.
- i. 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.

## **9. Liability Limitations:**

- a. Should you require any items already owned and in use to be re-used/relocated, no responsibility can be taken by Distinct Bathrooms if these items are damaged or malfunction during removal and relocation.
- b. Our services do not include putting right any damage to tiles, decorating, painting or other items in close proximity.
- c. We reserve the right to carry out any remedial work ourselves or appoint a suitable third party.
- d. Remedial work is to be carried out on immediately effected areas only, Distinct Bathrooms cannot be held responsible for areas outside of immediately effected areas despite continuation of surfaces or materials.

## **10. Payment:**

- a. Payments are broken down as follows (Payment Schedule): 1<sup>st</sup> payment deposit equal to 10% of the total of the final quotation amount. 2<sup>nd</sup> payment equal to 45% of total final quotation amount and the 3<sup>rd</sup> payment equals to 45% of total final quotation amount plus any additional charges shown in the 'Extras' box (see the installation quote sheet).
- b. The first payment of 10% is required to secure the booking date. The second payment of 45% is due upon commencement of works. The third and final payment is to be paid on the final day of installation as well as any agreed extra items or additional works.
- c. The first payment (deposit) is non-refundable.
- d. Distinct Bathrooms does not accept credit cards as a payment method (exceptions may apply)
- e. Distinct Bathrooms will not add charges for works unforeseen within the boundaries of the quotation.
- f. All goods supplied remain the property of Distinct Bathrooms until all three payments (including extras) are paid in full.
- g. Distinct Bathrooms urges any customer who finds themselves in financial difficulty between signing this document and completing the final payment to contact Distinct Bathrooms to discuss alternative options.
- h. 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.
- i. If a situation arises between Distinct Bathrooms and a customer with payment being withheld Distinct Bathrooms will pursue a method of resolution. A resolution will be put forward to a customer in writing with a 14 day reply period.
- j. In the event a customer dismisses the resolution or seizes communication, Distinct Bathrooms will look to alternative means to recover outstanding balances. Additional costs incurred as a result of using a third party will be passed on to the customer.
- k. 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.