

# Spa Design and Build Limited

Registered in England and Wales | Company No. 06487710 | VAT No. 3953231850 | Incorporated 2021

## RESIDENTIAL / CONSUMER TERMS & CONDITIONS FOR THE SALE OF GOODS AND SUPPLY OF SERVICES

Version 1 | Effective August 2021

### 1. Interpretation

- 1.1 "Supplier" means Spa Design and Build Limited.
- 1.2 "Customer" means a private individual contracting for purposes wholly or mainly outside their trade or profession.
- 1.3 "Contract" means the agreement formed upon written confirmation of order.
- 1.4 "Variation" means any agreed change to scope, materials, design or programme.

### 2. Basis of Contract

- 2.1 These Terms apply to all residential contracts.
- 2.2 Nothing in these Terms affects your statutory rights under the Consumer Rights Act 2015.
- 2.3 The Contract constitutes the entire agreement between the parties.

### 3. Design and Approval

- 3.1 Works proceed from drawings and specifications approved by the Customer in writing.
- 3.2 Once approved, changes requested by the Customer may result in additional cost and time adjustments.
- 3.3 Variations will be agreed in writing before implementation wherever reasonably practicable.

### 4. Delivery and Access

- 4.1 Delivery dates are estimates and may vary due to supply chain or site conditions.
- 4.2 The Customer must ensure safe and reasonable access to the property.
- 4.3 If delivery or installation is delayed due to site unavailability, additional costs may apply.

### 5. Site Preparation and Conditions

- 5.1 The Customer is responsible for ensuring that prerequisite works (including electrics, drainage, ventilation and water supply) are completed prior to installation or commissioning.
- 5.2 The Supplier is not responsible for defects arising from structural issues, building movement, inadequate substrate or third-party works unless caused by the Supplier's negligence.

### 6. Installation Methodology

- 6.1 Installation must be carried out in accordance with the Supplier's written methodology.
- 6.2 Damage caused by deviation from operational, filling, draining or maintenance instructions is not covered under warranty.
- 6.3 The Supplier will exercise reasonable care and skill in performing the Services.

### 7. Commissioning

- 7.1 Commissioning requires utilities and prerequisite works to be ready.
- 7.2 Additional visits required due to incomplete site readiness may be chargeable.

### 8. Practical Completion

- 8.1 Practical Completion occurs when the system is capable of intended domestic use.
- 8.2 Minor defects do not prevent completion but will be remedied within a reasonable time.

## 9. Payment

9.1 Payment terms are as stated in the quotation or contract.

9.2 The Supplier may suspend works where payments are overdue, subject to statutory notice requirements where applicable.

## 10. Title and Risk

10.1 Risk passes upon delivery.

10.2 Title to Goods passes upon full payment.

## 11. Warranties

11.1 Goods supplied will be of satisfactory quality and fit for purpose in accordance with statutory requirements.

11.2 Services will be carried out with reasonable care and skill.

11.3 Warranty excludes fair wear and tear, misuse, lack of maintenance, water chemistry imbalance, or unauthorised third-party interference.

11.4 Insurance Backed Guarantees apply only where a separate certificate is issued.

## 12. Limitation of Liability

12.1 Nothing excludes or limits liability for death or personal injury caused by negligence.

12.2 Nothing limits statutory consumer rights.

12.3 Subject to clause 12.1, liability shall not exceed the Contract Price paid, except where such limitation would be unlawful or unfair.

## 13. Cancellation Rights

13.1 Where the Contract is concluded at a distance or off-premises, you have a 14-day cancellation right.

13.2 The right to cancel may be lost if bespoke manufacture has commenced with your agreement.

## 14. Force Majeure

14.1 The Supplier shall not be liable for delay caused by events beyond reasonable control.

## 15. Intellectual Property

15.1 All drawings and designs remain the intellectual property of the Supplier unless agreed otherwise.

## 16. Governing Law

16.1 These Terms are governed by the laws of England and Wales.

16.2 Disputes shall be subject to the jurisdiction of the courts of England and Wales.