

BATHROOM & ELECTRICAL STUDIO

# The Showroom Ltd

DESIGNED | TAILORED | INSPIRED

23-31 Bramley Road, London, W10 6SZ - Tel: 020 7221 6786 | 2 Castle Road, St Albans, Herts, AL1 5DL - Tel: 0172 7899 152  
TSL Plumbing & Heating: 140 - 144 Freston Road, London, W10 6TR - Tel: 020 7221 6786 | Unit 2A Claire Road, Frinton-On-Sea, Essex, CO13 0LY - Tel: 0125 5678 444  
Warehouse: Unit 5A, Space Business Park, Abbey Road, London, NW10 7SU



www.theshowroomltd.co.uk

sales@theshowroomltd.co.uk

#### Dear Customer

Thank you for visiting The Showroom Ltd, please find set out below a copy of our general conditions of sale. Do not hesitate to contact your sales person should you require any further assistance with your order.

Kind Regards,

The Showroom Ltd

#### GENERAL CONDITIONS OF SALE (THE CONDITIONS)

These conditions apply to all contracts made by The Showroom Ltd (the Company; The Showroom Ltd) for the supply of goods and services. No conditions or warranty inconsistent with these conditions shall apply unless accepted in writing and signed by a Director of the Company. These conditions shall prevail in the event of a difference with the terms and conditions of any order or other documents submitted by a customer.

#### Quotations

1. The Company's offer or quotation is without engagement and all orders require the Company's acceptance in writing to create a contract, except where the customer's order is executed by the despatch of goods, in which case these Conditions are deemed to apply.
2. All quotations are valid for 30 days.

#### Payment

3. A 50% deposit is required when placing a new order (unless otherwise agreed with a Director of the Company). The remaining balance will become due for payment on the last day of the month following the one in which the invoice is dated (Net Monthly). At the Company's discretion interest will be charged on overdue amounts at 3% over Barclay's bank base rate.

#### Delivery

4. Delivery and completion dates are approximate only; but The Showroom Ltd will endeavour to meet the customer's requirements.
5. Each delivery or part delivery represents a separate contract and failure of any delivery or part delivery shall not vitiate any contract in respect of any other delivery or other part delivery.
6. Our deliveries are to the ground floor entrance of the customer's residence or site. The Showroom Ltd only uses one driver so it is essential that where heavy or bulky items such as baths, showers and furniture are being delivered assistance is on hand otherwise the delivery may not occur, this is at the discretion of the delivery driver.
7. Time shall not be of the essence to any contract to which these conditions apply (except in respect of payment to the Company). The Showroom Ltd will not be liable for any delay or the consequences of any delay in delivery or performance of its obligations under the contract howsoever caused. The Showroom Ltd shall not be liable to any customer, firm, company, or person in respect of any claim for any loss of profit, consequential loss or damage.

#### Returns

8. Bespoke items cannot be cancelled once ordered or returned unless there is a manufacturing fault with the product.
9. Special order items cannot be returned to The Showroom Ltd unless The Showroom has the full agreement from the supplier to take the item back. Where the supplier agrees to take the product back a restocking charge of between 25% -50% of the sale price will apply. No credit will be allowed on these goods until the Company has received credit from the supplier
10. Other items may be returned to The Showroom Ltd provided prior written consent has been given, in which event the customer will be invoiced to cover the cost of transport, administration and restocking – 25% of the sale price. In cases 9 & 10 the item(s) must be in the unopened and undamaged original packaging.
11. All quantities must be checked at the time of delivery. The Company cannot accept qualifications to signatures or claims for non-delivery after the Delivery Note has been signed. Any claim in connection with the damaged items, unchecked at the time of delivery, must be passed to the Company within three working days otherwise it is deemed to be waived. The Company will endeavour to claim compensation on the customer's behalf from the carrier if appropriate.

#### Warranty and Liability

12. All descriptions and illustrations contained in brochures, price lists and advertisements issued or communicated by the Company to the buyer are for indicative purposes only and do not form part of the contract. Goods are warranted to be of normal domestic quality and all specifications are subject to variations and normal manufacturing tolerances. Sales by the Company are not sales by sample and where the Company has provided a sample to the buyer this shall not imply any warranty or obligation of conformity with the sample. Coloured products are subject to colour variation. Save as warranted above other warranties as to quality, description, or fitness for a particular purpose whether expressed or implied are excluded except those warranties implied by statute in the case of customer sales.
13. The company warrants goods and materials to the extent of the warranty of the original manufacturer only and to be free under normal and correct use and service from defects in workmanship. The Company's entire liability under these warranties (which does not extend to consequential loss howsoever arising) is to replace free of charge any parts of goods which during the period of one calendar year from the date of supply of the goods, which after the Company's inspection, are to have been defective in workmanship. This warranty excludes fair wear and tear, damage from inappropriate use and exposure to toxic or abrasive substances. The warranty shall apply only to the Company's original customer. All warranty claims shall be promptly notified in detail and writing to the Company's head office within the warranty period and in default the warranty shall be deemed to have been waived.
14. The Company's liability in the event or suspension of delivery and/or performance and/or cancellation of any contract in whole or in part is limited to repayment to the customer (without interest) of any part of the contract price already received by the Company up to the date of cancellation in part performance of the contract.

#### Force Majeure

15. Without prejudice to the right to claim payment for part performance of a contract, at the Company's option deliveries and/or performance of contractual obligations may be suspended (without liability to the customer for loss or damage arising there from) by reason of Act of God, force majeure, industrial dispute, restriction of supplies, government control, accident of any circumstances which may be outside the control of the Company.

#### Other

16. The Conditions are governed by the laws of England and Wales. Where one clause or part of the Conditions is found to be void or is waived by the Company, the remainder of the Conditions are deemed to still be enforced or enforceable. The headings are for guidance only and do not form part of the contract.
17. Title of each item of goods sold remains with Company until the full purchase price has been paid. The Company shall have the right to enter the customer's premises at reasonable notice to repossess the Company's goods where title has not been passed.