

TERMS & CONDITIONS

1. Definitions

The Cotswold Leisure Group Limited t/a **Cotswold Eco Tubs**, at the address shown below:
Unit 1, Bradborough Farm, Southrop, Lechlade, GL7 3PH
("Cotswold Eco Tubs", "we", "us", "our").

- **"The Buyer"** means the person or company purchasing goods and/or services from Cotswold Eco Tubs.
- **"Goods"** refers to all products purchased by the Buyer from Cotswold Eco Tubs.
- **"Services"** refers to any services purchased by the Buyer from Cotswold Eco Tubs.

2. Acceptance

This agreement applies to the advertisement, sale, and service of all products and services offered by Cotswold Eco Tubs.

By placing an order, the Buyer automatically accepts these Terms & Conditions and agrees to follow all operating procedures outlined in the User Guide supplied with the goods.

We reserve the right to update our Terms & Conditions at any time.

3. Prices

All quotations, price lists, delivery descriptions, and publicity materials are for indicative purposes only until confirmed in writing at the time of purchase.

We reserve the right to amend pricing at any point prior to receipt of a deposit.

4. Payment Terms

- Accepted payment methods: bank transfer, cash, and credit card (credit cards by prior arrangement only).
- A pre-payment deposit (typically £500 but dependent on model and customisation) is required to confirm all orders.
- Deposit balances are due within **48 hours** of invoice issue. Failure to pay may result in the hot tub being re-released for sale.
- **Full payment must be received prior to delivery.**

Late Payment Clause

- Interest will be charged at **4% above the Bank of England base rate**, calculated daily.
- Delivery may be withheld until all sums are paid.
- Persistent non-payment may result in legal action and recovery of all associated costs.

Buyer Cancellation Policy

- All products are custom-made. **Orders cannot be cancelled** and all payments are **non-refundable**.
- Where a Buyer cancels, Cotswold Eco Tubs reserves the right to pursue payment of the full contract value.

4A. Retention of Title

Legal title to the goods shall not pass to the Buyer until payment has been received in full.

Until title passes, the Buyer shall:

- Hold the goods as bailee
- Store the goods separately
- Not alter, resell, or encumber them

Cotswold Eco Tubs reserves the right to **enter the Buyer's premises to recover goods** where payment is overdue.

4B. Cancellation by Cotswold Eco Tubs – Unreasonable Behaviour

Cotswold Eco Tubs reserves the right to cancel an order (in whole or in part) where the Buyer breaches our Unreasonable Behaviour Policy.

Refunds (if any) will be limited to undelivered goods or unperformed services. No liability is accepted for any resulting losses.

4C. Unreasonable Behaviour Policy

Cancellation Policy

Examples of unreasonable behaviour include, but are not limited to:

- refusing to cooperate, or clarify an issue or matter, despite our offers of help
- making excessive communication with CLG whether by frequent calls eg, daily, emailing numerous staff members, or sending detailed letters/emails every few days, and expecting immediate responses
- making unjustified complaints against our people who are trying to help
- during a call, insisting on speaking to someone else, when we have explained to the caller they are speaking to the appropriate person
- repeatedly demanding we respond within an unreasonable timescale
- insisting on a face-to-face meeting when we do not consider it necessary
- visiting our offices without an agreed appointment and insisting on being seen
- pursuing multiple complaints at the same time and/or with multiple organisations or repeatedly pursuing complaints which have already been answered
- raising many detailed questions that are not central to the issue(s), and insisting they are all answered
- persistent refusal to accept a factually correct answer
- persistent refusal to accept explanations relating to what we can or cannot do
- a deliberate attempt to disrupt the work and reputation of CLG that may cause an unnecessary disruption and harm of reputation

We reserve the right to restrict communication, withdraw services, or cancel orders.

5. Delivery

Delivery Locations

- Delivery available across the UK and worldwide.
- Delivery pricing varies by location and access.
- Orders may be cancelled if delivery is unavailable.

UK Mainland Delivery

- Delivered via large van, pick-up truck, or flat-bed trailer.
- Buyers must ensure suitable access.
- **Delivery is kerbside only**, with customer assistance required for offloading.

Kerbside Delivery & Risk

- Risk transfers to the Buyer once goods are unloaded.
- Moving goods beyond the kerbside is entirely at the Buyer's risk.
- Drivers may deliver onto private property at their discretion; **any damage to property, vehicle, or product remains the Buyer's responsibility**, including lawns, flower beds, driveways, or restricted access routes.

Installation Service

- Available by prior arrangement only.
- Costs assessed case-by-case.
- Installation is not guaranteed unless confirmed in writing.

Articulated Lorry Deliveries

- Only with prior agreement.
- Buyers must provide lifting facilities or arrange a tail lift at additional cost.
- Delivery remains kerbside only; third-party drivers will not assist with moving goods.

Access & Re-delivery

- Buyers must notify us of access issues in advance.
- Additional charges apply for difficult access, failed deliveries, or re-deliveries.
- Delivery is assumed kerbside unless expressly agreed otherwise.

Delivery Timeline & Delays

- Estimated delivery: **3–6 weeks**, non-binding.

Cotswold Eco Tubs accepts no liability for any costs, expenses, loss of earnings, loss of bookings, loss of business, accommodation costs, contractor charges, or any other losses arising from delayed delivery, regardless of cause.

6. Inspection & Evidence

Goods must be inspected on delivery. Any missing items or damage must be reported within **2 working days** and supported by photographic or video evidence. Failure to do so voids any claim.

7. Warranty

IMPORTANT: DO NOT USE COAL OR WOOD ALTERNATIVES AS FUEL.

UK Mainland Warranty (Residential Use)

- 24 months total:
 - 12 months full hot tub
 - 12 months metal components (including boiler)
- Includes parts and labour.

Commercial / Holiday Let Warranty

For any commercial use (including holiday lets, Airbnb, lodges, glamping sites, hotels, spas, or paying guests):

- **Warranty limited to 12 months**
- Manufacturing defects only

Determination of Commercial Use

Commercial use may be determined by, but not limited to:

- Company or trading name
- Delivery or installation address
- Communications with the Buyer
- Website listings, booking platforms, advertisements
- Nature or frequency of use

Commercial warranty terms apply regardless of original intent.

Rest of World Warranty

- 24 months total
- Parts only; labour excluded

Warranty Exclusions

Warranty does not cover:

- Incorrect handling, installation, modification, or unauthorised repairs
- Frost or weather damage
- Incorrect fuels
- Overflowing
- Overheating (50°C+)
- Electrical supply issues
- Wear and tear
- Chemical mis-dosing or stagnant water
- **Unsanitary or unhygienic conditions** (biofilm, algae, mould, bacteria)
- UV fading
- Third-party components
- Self-assembly kits
- Natural timber characteristics including knots, cracks, splitting, movement, or colour variation

Wood is a natural material and will react to environmental conditions. Such characteristics do not affect structural integrity and are not covered by warranty.

No warranty work will commence until **proof of purchase** is provided. Warranties are non-transferable.

Non-Warranty Charges

- Call-out: £85 (standard) / £140 (bank holidays)
- Labour: £95 per person per hour
- Mileage: £1.30 per mile after the first 10 miles (one way)
- Parts charged at current rates

Hot tubs must be empty unless otherwise requested. Adequate access must be provided (including removal of decking or sunk access where required).

Invoices payable within **48 hours**.

8. Site Suitability & Ground Conditions

The Buyer is responsible for ensuring the installation site is suitable, level, and load-bearing.

No liability is accepted for subsidence, sinking, cracking, or ground movement.

9. Drainage & Water Disposal

The Buyer is responsible for lawful and environmentally compliant water disposal. No liability is accepted for drainage issues or third-party complaints.

10. Electrical Connections

All electrical work must be carried out by a qualified electrician and comply with local regulations.

11. Marketing & Imagery

We may photograph or video goods supplied or installed for marketing purposes, provided no personal data is disclosed.

12. No Reliance on Verbal Statements

No verbal statements or representations are binding unless confirmed in writing.

13. Health & Safety

The Buyer is responsible for safe use and supervision. No liability is accepted for injury, illness, or health issues arising from misuse, overheating, alcohol consumption, or poor hygiene.

14. Buyer Obligations

The Buyer is responsible for product suitability, permissions, access, utilities, compliance with regulations, and indemnifying Cotswold Eco Tubs against third-party claims.

15. Force Majeure

No liability shall arise for events beyond our reasonable control.

16. Termination

Orders cannot be cancelled by the Buyer once placed. Cotswold Eco Tubs may terminate agreements where appropriate.

17. Jurisdiction

English law applies. English courts have exclusive jurisdiction.

18. Severability

If any provision is held unenforceable, the remainder shall remain in effect.

19. Entire Agreement

These Terms & Conditions constitute the entire agreement between the parties.

20. Limitation of Liability

To the fullest extent permitted by law, Cotswold Eco Tubs shall not be liable for indirect or consequential losses, including loss of earnings, income, bookings, or business interruption.

Contact Details

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