

09/03/2023

## **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

- ‘The buyer’ is the person or company buying products from The Cotswold Leisure Group Limited
- ‘Goods’ refers to all products purchased by the buyer from The Cotswold Leisure Group Limited
- ‘Services’ refers to any services purchased by the buyer from The Cotswold Leisure Group Limited

Within this document, The Cotswold Leisure Group Limited may be referred to as Cotswold Eco Tubs.

### **2. Acceptance**

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

The buyer automatically accepts our terms and conditions when our products are purchased and agrees to follow basic operating procedures outlined in the User Guide.

### **3. Prices**

All quotations, price lists, delivery descriptions and publicity material are for indicative purposes only until confirmed in writing at the time of purchase. We reserve the right to amend pricing at any point until a deposit is received.

### **4. Payment terms**

We accept bank transfers, cash & credit card.

Credit cards may only be accepted by prior arrangement and agreement.

A pre-payment ‘deposit’, generally of £500.00 but dependent on model and level of customisation, is required with the written confirmation order for all products. With the balance of monies due within 48 hours of invoice raised. If the deposit isn’t received in this time frame the hot tub will be re-released for sale. Prior to delivery to the buyer, the remaining balance must be settled in full. The buyer is not entitled to withhold monies or exercise any lien from payments due.

Please note - all products are custom made and as such there is no cancellation policy for the orders. Once an order has been placed, there is no refund policy as each item is custom made by hand and cannot be re-consigned.

Payments are non-refundable and in certain cases if a custom hot tub has been ordered and the buyer cancels – we may pursue the buyer for the full value of the product.

## **5. Delivery**

Cotswold Eco Tubs supply and deliver to all the U.K. & worldwide, however the delivery price will vary depending on your location and possible agreement with local dealer (if applicable).

We reserve the right to cancel your order if we do not deliver to your area.

U.K Mainland delivery of hot tubs delivery is generally by large van or pick-up truck style vehicle and a flat-bed trailer and the buyer must make sure that they has access for this type of delivery. Drivers will be helpful and try to comply with reasonable delivery requirements, but it should be assumed that delivery is Kerbside only with the customer's assistance to offload the tub.

Moving goods from Kerb Side is at your risk and responsibility. Where our driver is requested to or there is an implication that delivery should be made onto your property or any private property this may be done at the driver's discretion but is entirely at your risk and responsibility. Any damage incurred owing to the weight of delivery vehicle/driver negligence or any other damage (including the actual product) is entirely at your risk, and you agree to be responsible for any costs in making good. Damage to property including (but not limited to) lawns, flower beds, driveways including where adjacent to a narrow or difficult access route will be the responsibility of the buyer.

In some instances, an installation service may be applicable by prior arrangement. This is dependent on factors such as access & geographical location. Costs are on a case-by-case basis. Please contact us to discuss and unless agreed this is not a guaranteed service.

In the rare instances where your tub is delivered by an articulated lorry (usually via a pallet forwarder service). This is to be assumed that you have lifting facilities at your end. On some occasions, a tail lift can be ordered at extra cost. This is kerbside delivery only and a 3rd party delivery driver will not be able to help you move the hot tub. We will never send your hot tub via a pallet forwarder service without your prior agreement.

For customers with difficult access, the customer has sole responsibility to advise us if there are access difficulties. We will endeavour to assist the buyer to deliver a hot tub even in the most difficult access situations but please note these types of operations may cost extra and it's assumed as kerb side delivery unless agreed otherwise.

Any additional cost incurred by Cotswold Eco Tubs to re-deliver any product because of access issues will be reimbursed to Cotswold Eco Tubs by the buyer.

The delivery period stated is an approximation only and usually 3 to 6 weeks from the order but in high season may be higher. All delivery periods stated are “advisory” and estimated. We shall have no liability whatsoever for delayed delivery.

The goods remain at risk to Cotswold Eco Tubs until delivery. Once goods have been delivered to you, they will be held at your own risk and we will not be liable for their loss or destruction. For kerbside deliveries, the hot tubs become the risk of the buyer once unloaded onto kerbside (even if the driver(s) offer discretionary assistance beyond this point). For Installation service, the hot tub becomes the risk of the buyer once installed. Cotswold Eco Tubs retains the right to recover goods belonging to them and to enter the buyer’s premises to do so if required.

## **6. Acceptance**

The goods must be inspected, and any missing items or damage reported within 2 working day’s time. If the Buyer fails to submit a complaint within the time limit, the Buyer loses the right to make claim in relation.

All additional products including, but not limited to, headrests, hoseslocks etc. are supplied as a complimentary extra and not part of the purchase of your hot tub. We reserve the right to supply subject to stock.

## **7a. Warranty**

**DO NOT USE COAL OR ANY OTHER WOOD ALTERNATIVES AS A FUEL, AS THIS MAY DAMAGE THE HEATER DUE TO HIGHER BURNING TEMPERATURES.**

We encourage to use a wood treatment on regular basis (ideally every Spring).

Cotswold Eco Tubs guarantees that the goods supplied will be free from defects on arrival unless where noted – for example, an ex-display hot tub. If you notice any damage, please report to us within 2 days. Cotswold Eco Tubs will endeavour to replace the faulty parts within 30 working days (parts warranty only).

### Mainland U.K Warranty Conditions

Your hot tub is covered under a 24-month warranty consisting of:

- First 12 months entirety of hot tub
- Further 12 months for metal components (including boiler)

Warranty work is inclusive of full parts & labour.

Warranty does not extend to accidental damage – only to manufacture faults

The following situations are specifically excluded from this guarantee:

- Damage caused by incorrect handling, storage, installation, use, modification, or repair not authorised by Cotswold Eco Tubs

- Frost or other adverse weather damage
- Burning the incorrect fuels
- Overflowing the hot tub
- Overheating of the bubble system caused by misuse
- External factors such as power source
- Wear and tear
- Third party products guaranteed by subcontractors
- Self-assembly kits

In the event of any work being deemed non-warranty, the buyer will be liable to a charge.

#### Rest of World

Your hot tub is covered under a 24-month warranty consisting of:

- First 12 months entirety of hot tub
- Further 12 months for metal components (including boiler)

Warranty work is inclusive of full parts & but exclusive labour.

Warranty does not extend to accidental damage – only to manufacture faults

The following situations are specifically excluded from this guarantee:

- Damage caused by incorrect handling, storage, installation, use, modification, or repair not authorised by Cotswold Eco Tubs
- Frost or other adverse weather damage
- Burning the incorrect fuels
- Overflowing the hot tub
- Wear and tear
- Third party products guaranteed by subcontractors
- Self-assembly kits

Warranty does not extend to accidental damage – only to manufacture faults

In the Event of any part being replaced under a parts only warranty, it is your responsibility to fit that part (however instructions are available).

No warranty work, including dispatch of parts, will commence until proof of purchase is provided.

Warranties are non-transferable without the express permission of Cotswold Eco Tubs.

You accept that wood is a natural material. It differs from man-made materials each piece of timber will have grains and knots which will vary. Being a natural product wood will react to changes in atmospheric conditions. Some splitting of the timber may occur as it expands and contracts with changes of humidity and temperature. These are perfectly natural and does not affect the integrity of the timber or of the structure it is used in and therefore splitting, cracks & knots etc are not covered by any warranty.

We cannot be responsible for any lack of air ventilation/weather conditions which can cause a mould to grow, etc.

We also cannot be responsible for the lack of draw/fire in the burning chamber due to the location of the tub.

The goods provided by Cotswold Eco Tubs are a natural product and as a result slight variations in colour, size and weight may occur from time to time. Cotswold Eco Tubs will endeavour to keep these variations within limits but cannot guarantee continuity between batches of.

#### **7b. Costs for non-warranty work**

<b>Standard call out fee</b>	£40.00
<b>Bank Holiday, inclusive of Christmas, additional call out fee (in addition to the standard fee)(time plus 50%)</b>	£20.00
<b>Labour charge per hour (commences once on site)</b>	£80.00
<b>Mileage one-way from GL7 3PH (first 15 miles free of charge)</b>	£1.20
<b>Parts – chargeable at current rate. Please contact us for indication.</b>	T.B.C

If you have decking or the hot tub is sunk into the ground etc, please create access for us to work on the hot tub. If this isn't possible, please contact us prior to making a booking so our engineers are fully aware prior to arrival, so that they have the correct tools and time allocated to do the job.

We request that hot tubs are empty prior to repair (unless requested by Cotswold Eco Tubs). Any time taken awaiting commencement of repair will be chargeable at the Labour charge listed above.

Cotswold Eco Tubs reserve the right to change charges without any prior notice. All invoices for repairs are due within 48 hours.

#### **8. Electrical and final connections**

Cotswold Eco Tubs does not supply any of its products with electrical attachments i.e. plugs or wiring to hot tub/sauna. The hot tub MUST be installed/connected to circuit breaker and tested by a Part P qualified/competent electrician before use or turning on of the hot tub.

Do not attempt to install a hot tub yourself if you are not a fully qualified electrician.

The Hot Tub/Sauna must be hard wired on its own fused spur back to your household consumer unit (i.e. the Hot Tub/Sauna electrical heater should not be sharing a supply with any other appliances).

The Hot Tub/Sauna should be protected by a sufficiently rated MCB (mains circuit breaker) and should cover the maximum amperage pull of the hot tub plus 25% to allow for brake torque (i.e. the extra rush of current when pumps are first started). Therefore a Hot Tub/Sauna that has a maximum current draw of 20 amps should be fitted with a 25amp MCB.

Outdoor cabling should be protected from damage by either laying protective ducting (pc pipe) below ground or by using Steel Wired Armoured (SWA) cable. Your electrician will calculate the size of cable required depending on the loading and the distance from the mains supply.

The electrical requirements for the 13AMP Hot Tubs are the simplest to complete. The 13AMP Hot Tubs simply plug into a standard domestic power supply so all you need for the 13AMP Hot Tubs is an outdoor waterproof plug socket with RCD protection which your qualified electrician will be able to install.

## **9. Services**

Where included in the delivery Cotswold Eco Tubs will not be liable for provision:

- Outside normal working hours, weekends or public holidays
- For changes requested by the buyer
- For maintenance

Cotswold Eco Tubs reserves the right to nominate subcontractors to act on our behalf.

## **10. Liability**

No liability will be accepted for:

- Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that you may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
- Theft from your premises – unless caused by our negligence
- Poor water management which can cause infections.

## **11. Force Majeure**

Cotswold Eco Tubs are not responsible for any failure to deliver caused by circumstances beyond their control including (but not limited to) strikes, terrorism, war, weather conditions, exchange fluctuations, governmental or regulatory changes and natural disasters.

## **12. Termination**

Please note there is no cancellation policy for the orders. Once a custom order has been placed (deposit, pre-payment or full payment received), there is no refund policy as each hot tub is custom made by hand and cannot be re-consigned. Thank you in advance for your understanding.

Cotswold Eco Tubs may terminate this agreement at any time providing notice is given in writing and all monies due are returned. Should the buyer wish to cancel this agreement Cotswold Eco Tubs reserve the right to withhold all costs incurred to date in the fulfilment of this contract.

## **13. Obligations**

The buyer is responsible for:

- Selection of product and its suitability for purpose.
- Following instructions provided by the manufacturer.
- Materials not included in the delivery.
- Unless agreed elsewhere assembly, delivery to the actual spot, installation of utilities, furniture, decoration.
- Application for all permissions necessary for compliance with any regulations or other applicable legislation.
- Co-operation with The Cotswold Leisure Group Limited to enable them to carry out their obligations.
- Indemnification of Cotswold Eco Tubs against claims arising from 3rd parties in respect of goods supplied.
- Keeping goods stored separately.

#### **14. Jurisdiction**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.

#### **15. Entire agreement**

These terms and conditions, together with our current prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any salesperson on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

It should be noted: All third party work, unless invoiced by us, including assembly or any modifications are not part of this contract but shall form a separate contract between you and the service providing company. Cotswold Eco Tubs shall not be responsible for any unauthorised modifications to the hot tub and related parts or any occurrence relating to the effect of any modifications whatsoever.