

# **TERMS AND CONDITIONS OF BUSINESS**

## **I. The Company**

Ashley Anderson Limited trading as AquaLift is a Limited Company. (Company Number 04538102) whose Registered Address is Mowbray House, Castle Meadow Road, Nottingham, England, NG2 1BJ. All correspondence should be addressed to The Directors at the address overleaf. For the rest of the document we refer to this company as AquaLift. Ashley Anderson Limited, trading as AquaLift is authorised and regulated by the Financial Conduct Authority FRN 718470. We are a Credit Broker and not a lender and offer credit facilities from one lender.

## **2. Definitions**

- 2.1 'Customer' means the person(s) agreeing to buy goods from AquaLift.
- 2.2 'Goods' shall mean items specified overleaf which the Customer has agreed to purchase from AquaLift.
- 2.3 'Price' shall mean the cost of the items to the Customer but does not include carriage, packing, insurance or VAT unless specifically stated overleaf.
- 2.4 'Delivery Date' means the date specified by AquaLift to deliver the goods.
- 2.5 'Conditions' means the terms and conditions set out herein and overleaf.
- 2.6 'VAT' shall mean Value Added Tax at the rate prevailing on the date overleaf.

## **3. The Contract**

- 3.1 These Conditions are intended to form a legally binding agreement between you (the Customer) and AquaLift.
- 3.2 These Conditions are intended to apply to all contracts for the sale of goods between AquaLift and the Customer, subject to a satisfactory survey being carried out.
- 3.3 The Customer agrees that all orders for the sale of goods set out overleaf are offers to enter into an agreement to buy those goods in accordance with these Conditions.
- 3.4 These Conditions are intended to form the agreement between us. Variations to this agreement may only be made by parties named overleaf (who are part of the contract) and with the written agreement of AquaLift. This does not affect the Customer's statutory rights.
- 3.5 Where additional Conditions are agreed between AquaLift and its Customers then it is in the interests of both parties that these are set out in writing. Whilst AquaLift will usually remain bound by its agents' agreement to vary these Conditions, AquaLift normally requires variations to these Conditions to be in writing.

## **4. Price and Payment**

- 4.1 The Price payable by the Customer shall be that set out in AquaLift's published price list at the date of agreement. VAT is included in the list prices and will be payable on all orders unless a VAT Zero Rating Form is completed and signed.
- 4.2 The customer shall make payment of the total invoice value on the confirmation of a proposed delivery date. The Company reserves the right not to confirm a delivery, or to make delivery of the goods unless the total invoice value has been paid.
- 4.3 AquaLift reserves the right to charge interest on any overdue payments at the rate of 1% above the base rate of Barclays Bank PLC then obtaining, provided that this shall not entitle the Customer to delay payment for any reason whatsoever. Interest shall fall due at this rate until payment of any outstanding balance.

## **5. The Goods**

AquaLift reserves the right to make such changes or alterations to the Specification of the Goods from time to time as shall be required to comply with any applicable safety or statutory standards or requirements or which do not materially affect the quality or fitness for purpose of the Goods. This shall not affect the Price to be paid by the Customer.

## **6. Guarantees and Liabilities**

- 6.1 AquaLift will guarantee that the Goods will be free from defects in materials and workmanship for a period of 1 year from the date of delivery unless otherwise stated on the agreement. Where any additional Goods or services are supplied and described as 'optional extras' then AquaLift will provide a guarantee for 1 year from the date of delivery. The battery is guaranteed for 1 year. Any attempt to open/dismantle this part will cause the 1 year warranty to become void. This does not affect the Customer's statutory rights.
- 6.2 AquaLift accepts no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions,

failure to follow AquaLift's instructions (either given orally or in writing), misuse, alteration or repair of the Goods without AquaLift's written approval.

6.3 Except where Goods are faulty, AquaLift will not be responsible for any guarantee in accordance with this Clause unless payment in full has been made by the Customer.

6.4 AquaLift suggests that the Customer inspects the Goods promptly after Delivery and notifies AquaLift of any fault or defect in the Goods.

6.5 No representation is made that AquaLift's Goods provide any particular medical or health benefit to the Customer.

## **7. Delivery of the Goods**

- 7.1 AquaLift shall deliver the Goods to the Customer's address on the Delivery Date and at the time specified by AquaLift.
- 7.2 AquaLift will advise the Customer of the Delivery Date but time shall not be critical in this agreement unless it is clearly expressed on the agreement. AquaLift shall be obliged to make delivery in a reasonable time subject to availability of Goods.
- 7.3 The Customer agrees that (s)he will make all arrangements necessary to take delivery of the Goods when they are tendered for delivery as notified by Willowbrook.
- 7.4 The charge for delivery is incorporated in the Price agreed overleaf provided that delivery can be concluded in one visit. If after agreeing a delivery date with Willowbrook access is denied for the delivery of the Goods, and/or a Customer requires a second visit, a claim for any abortive labour and transport costs may be made.

## **8. Risk and Property**

- 8.1 The Customer shall be responsible for damage to, or loss of, the Goods once they are delivered to the Customer and are in the possession of the Customer and/or in the Customer's control.
- 8.2 AquaLift shall retain legal ownership of all Goods supplied even where risk has already passed to the Customer until AquaLift has received all monies due. However the Customer should consider insuring the Goods until ownership is transferred.
- 8.3 The Company cannot be held responsible for any damage or failed installation that occurs due to reasonably unforeseen defects, hazards or obstructions in the Customer's wall, floor or fixtures & fittings.

## **9. Customer's Remedies**

Where the Customer has accepted and inspected Goods in accordance with this agreement then except for faulty or defective goods, AquaLift shall be treated as having performed its obligations to the Customer as set out in these Conditions.

## **10. English Law**

This agreement shall be governed and interpreted in accordance with English Law in the unlikely event of any dispute arising.

## **11. Notice of Cancellation Rights**

- 11.1 The Customer shall be entitled to cancel this agreement within 14 days (Calendar Days) of the day after delivery. To exercise this right, the Customer must notify The Company initially by telephone and in writing either by email to: [csc@willowbrook.co.uk](mailto:csc@willowbrook.co.uk) or by post to the address overleaf.
- 11.2 Where goods have been cancelled The Company will send an Installation Team to the Customer's premises to collect the goods at a mutually convenient time. This will be within 14 days of the receipt of confirmation of the Customer's cancellation and subject to a collection charge of £120.00. Please note we will not "make good" but will fill any holes that removing the product leaves.
- 11.3 The Company will reimburse the Customer any monies due within 14 days from the day we collect the goods. The Company will reimburse by the same method it received payment unless expressly agreed otherwise.
- 11.4 The Company has the right to deduct an amount (up to the full value of the goods) from the reimbursement (or charge a consumer) if the value of the goods has been diminished by handling them beyond what is necessary to establish their nature, characteristics and function, that is, where a consumer has handled the goods in a way that is beyond what might reasonably be allowed in a shop. In the event that the goods have been used, The Company also has the right to deduct an amount (up to the full value of the goods) for devaluation of the goods due to hygiene reasons.

## **CUSTOMER INFORMATION**

Please call our helpline free on 0800 028 2802 if you have a query or problem with your purchase and we will try to assist you.