

**THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO YOUR ORDER. PLEASE MAKE SURE THAT YOU READ THEM CAREFULLY BEFORE ENTERING INTO THIS AGREEMENT.**

**WE DRAW YOUR ATTENTION TO YOUR CANCELLATION RIGHTS IN CLAUSE 11 AND THE LIMITS OF OUR LIABILITY IN CLAUSE 15.**

#### 1. Words used in these Terms

- **“Surveyor”** means a member of the Perfect Panelling team, who produces a Plan and Quote for you or assists you with the production of a Plan.
- **“Delivery Terms”** means the terms that apply to our product delivery services, full details of which can be found in store and on our website.
- **“Order”** means your order for the Products, Services and/or a Survey (as applicable), placed in your home, our showroom, through our Website, by telephone or using such other means as we may permit from time to time.
- **“Our agreement”** means the agreement pursuant to which we provide the Products, Services and/or Surveys, comprising these Terms and any additional terms that apply to any Services we provide, quote we give or any promotional or special offers.
- **“Plan”** means a design plan created using our chosen design tool, whether produced by you or a Surveyor and whether based on either: (i) a basic visual inspection of the area specified by you; or (ii) measurements and descriptions provided by you, in each case for the purposes of providing you with a Quotation.
- **“Products”** means the goods and products that we sell.
- **“Quotation”** means a price for Products and/or Services provided by us against which you can place an Order in accordance with these Terms. **Please note that the Quotation may need to be revised owing to unforeseen issues within your bathroom. See Clause 5 (additional works) and Clause 9 (unforeseen issues).**
- **“Confirmation Letter/email”** are documents provided by us to you which confirms your Order and which contains details of the Products, Services and/or Survey(s) (as applicable) to be supplied to you together with the price for those Products, Services and/or Survey(s).
- **“Services”** means the services ordered by you and set out in the Quotation (as the case may be). Services also include, but are not limited to, any visits or surveys made prior to installing a bathroom, project management process and product ordering for the purposes of bathroom installation.
- **“Survey”** means a visual inspection of the area specified by you in order to: (i) verify the Plan; and/or (ii) produce a Quotation.
- **“Amendment to Order”** means a revision of the original Order after either an additional Survey or when encountering ‘unforeseen’ items during installation. *See Clause 5 (additional works) and Clause 9 (unforeseen issues).*
- **“Terms”** means the terms and conditions set out in this document.

- “we“, “us” or “our” means Perfect Panelling Ltd from whom you order and purchase Products, Services and/or Surveys (as applicable), namely (depending on the circumstances):
- Perfect Panelling Ltd, a limited company registered in England and Wales (company number **07189811**), whose registered office is 550 Valley Road, Basford, Nottingham. NG5 1JJ, United Kingdom and whose VAT registration number is GB **375542674**;
- “Website” means the website ([www.perfectpanelling.co.uk](http://www.perfectpanelling.co.uk) (or such other URL as we may specify from time to time)) that is operated by us or on our behalf.
- “you” or “your” means the person(s) placing an Order or any person acting on your behalf.

## 2. Basis of sale

- These Terms apply to your Orders for, and purchases of, Products, Services and/or Surveys and such other service offerings as we may determine from time to time.
- Please check that your Order (and where relevant your Quotation) is complete and accurate before you commit yourself to your Order.
- Your Order is an offer to purchase from us. When you place an Order with us, you do so in accordance with these Terms, subject to our acceptance of your Order.
- Unless we have notified you that we do not accept your Order or you have cancelled it in accordance with our returns policy, we accept your Order as follows:
- Where you place an Order whilst in your home, in our showroom or by telephone, we accept your Order: when we provide you with a Confirmation Letter or email, or when we start to provide the Survey or Services or make the Products to your specification or dispatch the Products or the Products are collected by you in the showroom (as the case may be), whichever is earlier;
- These Terms (and our agreement) will become binding on you and us when we accept your Order as described in the preceding paragraph. The processing of your payment and acknowledgment of receipt of your Order (whether by email, telephone or otherwise) does not constitute legal acceptance of your Order.
- We may choose not to accept your Order for any reason and we will not be liable to you or to anyone else in those circumstances. If we do not accept your Order (whether in whole or in part) we will refund any monies paid in connection with that Order (or that part of the Order that we do not accept).
- If we accept your Order, we have a legal duty to supply any Products ordered in conformity with our agreement.
- These Terms are between you and us, regardless of whether a third party pays for the Order.
- The provision of the Services may be subject to additional terms. Where this is the case, these additional terms will be brought to your attention.

- These Terms are only in the English language. These Terms will not be filed by us.
- All price/sales discounts, product offers, bulk purchase or purchasing incentives are mutually exclusive and cannot be used on the same order. These discounts cannot be applied retrospectively to any previously placed orders.
- If you view these Terms via our Website, you should print a copy of these Terms or save them to your computing device for future reference.

3. **Amendment to Order** - Changes to your Order and/or Quotation (including the Schedule of Works, price and delivery dates) may be required as a result of the Technical Survey. If changes are required, we will provide you with an Amendment to Order or a new Quotation.

#### 4. **Services: General**

- We will only carry out the Services using Products that you have purchased from us or an authorised third party acting on our behalf, unless we agree otherwise. You must ensure that the Products you select, and purchase are suitable for your needs and are suitable for the Services you order.
- You will need to obtain all necessary planning permissions, local authority consents and other consents and permissions required for the Services before they start. It is not our responsibility to check that you have obtained any required consents or permissions. You must allow us or our agent to inspect these consents and permissions if we ask.
- You must inform us if the property where the Services are to be provided is listed, located within a conservation area or otherwise subject to restrictions which may impact on the Services. It is your responsibility to check that the Services will not violate any such restrictions.
- We will only provide the Services set out in the Quotation and/or Schedule of Works as agreed between you and us. If you want us to provide any additional services, we may need to agree an additional Order with you.
- The Services will be provided with reasonable skill and care. We will try to keep disruption to water, gas and electricity supplies to a minimum.
- The Services may be provided by a third party on our behalf.
- You will need to provide us, and any third party carrying out the Services on our behalf, with free, safe and proper access to the property concerned (including the loft and garden) and free, safe and proper storage for our and (where relevant) their equipment and property while carrying out the Services, including an area to store any waste and also for any Products we deliver to you before the Services start (if any). You will take such other steps as you reasonably can to enable us to provide the Services.
- We reserve the right to refuse to provide the Services and cancel your Order where we have reasonable grounds for doing so (such as concerns over the safety of our employees and contractors or where you ask us to perform the Services in a manner that contradicts our reasonable recommendations). If we cancel your Order in these circumstances, you will receive a refund of the price paid.

- If we have agreed to remove pre-existing units, fixtures or fittings this may necessarily cause some damage to surrounding areas. We will try to limit the amount of damage caused but unless we have agreed to do so or we have failed to exercise reasonable skill and care, the Services do not include us 'making good' any damage caused, painting, decorating or tiling.
- Unless we agree otherwise or unless resulting from the negligence of us or any subcontractor appointed by us, the Services do not include, and we shall not be responsible for, the correction of:
- any faults or failures in the supply of water, electricity, gas or other services to the property where the Services are to be provided nor any faults or failures in the water or drainage systems or any other conduits or systems connected to the property; or
- accidental or wilful damage or defective works caused by other persons in relation to the property where the Services are to be provided.
- The workmanship carried out during our provision of the Services may be subject to a Workmanship Guarantee. Please see the separate terms applicable to this Guarantee in the Customer Handbook (where applicable).
- Any reduction in energy consumption (including any calculation of potential costs savings) that we provide to you is approximate only and, unless we have failed to take reasonable skill and care, we shall not be responsible if the reduction or savings are not achieved following the provision of the Services.
- The Services will include the removal of waste generated by the installation of the Good and/or Services. This will require an area on your property, identified during the Technical Survey, sufficient for the temporary storage of installation waste. Various methods are used for waste removal of which a proportion of the materials will be recycled. You are not put any domestic waste or any other items or fluids in these waste areas as they will prevent materials from being successfully recycled.
- If restrictions are in place which do not allow you to store waste materials on site, you may need to apply for a permit at additional expense for waste to be stored on a public road or by other means to expedite the removal of waste from a public/communal area (block of flats)
- Our Surveyors and staff are not medically trained but possess a broad knowledge of mobility products and can provide guidance on your requirements and from advice made by medical professionals or carers. Our Surveyor and staff cannot provide medical advice.

## 5. **Additional works**

- If additional works are: (i) found to be necessary (including the removal and disposal of asbestos and any other hazardous substances); or (ii) requested by you, in each case during the course of the provision of the Services, we reserve the right to charge additional fees for the Products and/or Services to be provided. Where such additional works are found to be necessary, work under your Order will be suspended and we may provide you with a quotation or Amendment to Order for the additional

work. If you accept the quotation, we will recommence work under your Order and carry out the additional works. The provision of additional works may be subject to separate terms and conditions.

- Such additional work may be fundamental to the provision of the Products and/or Services and, as a result, we reserve the right to suspend the provision of the Products and/or Services until such additional works have been completed, whether by us or a third party to our satisfaction. If you do not agree to the additional works, you may cancel your Order and you will be liable to pay our charges for the Products provided and/or Services carried out prior to cancellation. You will only receive a refund for that part of the Services not provided and those Products which we have not made or started to make to your specification and/or which have not been installed prior to cancellation.
- If you do not agree to the additional works and cancel your Order we will not be responsible for 'making good' any damage or disruption caused, painting, decorating or tiling and, although we will try to limit the amount of damage and disruption caused, we will not be responsible for putting the property where the Services are to be provided back in the condition it was in prior to us providing the Products and/or Services, unless we have agreed to do so or we have failed to exercise reasonable skill and care.

## **6. Prices, payment and availability**

*The following terms apply to prices determined solely from information you provide to us and where we have not provided you with an Estimate or Quotation:*

- In order to ascertain the price payable for the Services you Order, you must provide us with certain information in response to our questions about the property where the Services are to be provided. The initial price you pay for your Order is calculated based upon your responses to these questions.

*The following terms apply in all circumstances:*

- You must pay for all Services and Products you purchase from us or an authorised third party on our behalf (if any), together with associated VAT and delivery charges, by credit/debit card or Bank Transfer.
- Payments will be split into two stages; Deposit payment (50% of the order total) to accept the Quotation and balance payment (50% of the order total) due on completion of all Goods and Services (final day of installation). Any agreed Amendments to Order and price variation made during the installation will be added to or subtracted from the Balance payment.
- If balance payments are outstanding beyond 14 days of the agreed timescales, we reserve the right to instruct recovery of the payment via a third party and all costs incurred by Us in doing so shall be payable by You. You may also be liable for additional costs charged directly to you from the recovering agent.
- We reserve the right to charge 8% per annum on any outstanding debts.

- Prices for Products include delivery charges unless expressly stated otherwise.
- We may update prices at any time. Despite our best efforts, we may occasionally misprice our Surveys, Services and/or Products. If this happens then we will not be obliged to supply the Survey, Services and/or Products at the incorrect price or at all. We will (at our discretion) either cancel your Order (and refund the price you have paid) or endeavour to contact you and ask you whether you wish to continue with the Order at the correct price. If we are unable to contact you or you do not wish to continue with the Order at the correct price, we will cancel your Order and refund the price you have paid.
- Occasionally we may apply promotional prices to our Surveys, Services and/or Products, including Website or in-store only prices. These promotional prices will only apply in the context in which the promotion is given and are subject to the terms of that promotion. For example, Website only prices will not be applicable to in-store orders or purchases, and in-store only prices will not be applicable to Website orders or purchases. To take advantage of promotional prices, you must quote the relevant promotion code when you order (where applicable). We may update promotions at any time.
- If you use a credit/debit card to pay for your Order, you must use your credit/debit card or a credit/debit card that you are otherwise authorised to use. All credit/debit card holders are subject to validation checks by third parties and authorisation by the card issuer. If the issuer of the card refuses to authorise payment or any other validation checks return adverse results, we will not accept your Order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal.
- We are not responsible for the card issuer or bank charging the cardholder as a result of our processing of the credit/debit card payment in accordance with your Order.
- All Products are subject to availability. If you order Products which are not available from stock, we will take reasonable steps to contact you to discuss how you wish to proceed. You will have the option to wait until the Products are available or cancel your Order for those Products. If the Products are unlikely to be restocked (or we are unable to contact you), we will cancel your Order for those Products and refund the price you have paid for those Products.

## 7. Plans

- If we produce a Plan, it is for the sole purpose of providing you with an Estimate and is indicative only. It is based on either a basic visual inspection for aesthetic purposes only or the measurements and information you provide.
- All Plans (and all intellectual property rights (including copyright) within the Plans) will be owned by us and may only be used by you in connection with an Estimate, Quotation or Order for Products and/or Services from us

and/or the provision of Services by us to you. You assign to us all right, title and interest (including any intellectual property rights) in and to each Plan created by you (and agree to sign any document at our request and our reasonable expense to give effect to this assignment) and you waive all moral rights in and to that Plan.

- We will not be liable for the accuracy and suitability of the Plan and you should not rely on it.

## **8. Measurements**

- If you provide us with measurements, you must ensure they are correct and accurate. You are responsible for the accuracy of measurements you provide.
- If there is an error in the measurements you supply and the Products and/or Services are made or supplied to those measurements, we will not refund the cost of the Products and/or Services provided, unless the Products are faulty or we have failed to exercise reasonable skill and care.
- Measurements will be taken by our Installation Team during the Survey.

## **9. Delivery/Start of work**

- We will take reasonable steps to meet any estimated date(s) set out on the Quotation, Confirmation Letter or as otherwise agreed between us for starting the Services. Subject to availability and where we have agreed to deliver Products, we will use reasonable endeavours to do so on any specified date we agree, or if no date is specified, within 30 days of the date of your Order for those Products. Occasionally these date(s) may be affected by factors beyond our reasonable control and so these date(s) cannot be guaranteed. We do not recommend removing fixtures and fittings such as toilets, showers or sinks that provide essential day to day services, until shortly before the Services are due to start or (where applicable) you have received your ordered Products and checked all of them for any defects or missing parts. We will let you know if we become aware of an unexpected delay and will arrange a new date with you.
- You must take reasonable steps to collect or take delivery of the Products (where applicable) and do everything you reasonably can to ensure that we can start the Services on any estimated or specified date(s). Where the Services require Products purchased by you separately to your Order, you are responsible for ensuring that you have sufficient suitable Products for us to perform the Services and those Products are available at the property when we start the Services. If you do not have sufficient suitable Products, we may need to arrange a subsequent visit to complete the provision of the Services and we reserve the right to charge you a further fee for this. You must let us know if you wish to re-arrange the delivery/commencement date(s) and we will arrange a new date with you.
- If we are unable to start the Services or deliver the Products (where applicable) as a result of your action or inaction (for example, you are not present at the property or you have not cleared the area where the Services

are to be provided), we will need to arrange a subsequent visit to complete the provision of the Services or deliver the Products and we reserve the right to charge you a further fee for this.

- Unless we have agreed otherwise, Products must be signed for on delivery by a person aged 18 or over. Delivery will be completed when we deliver the Products to the address you specified in your Order.
- For reasons of health and safety and to avoid any property damage, certain Products can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant Products need to be transported from the delivery location, unless we have agreed to do this as part of the Services.
- Unforeseen issues – Our surveys are conducted by experienced tradespeople to establish the work and manpower required to complete your installation. All our surveys are non-destructive so that if in the event of a cancellation, no damage has occurred to your bathroom. There is a likelihood that areas of the bathroom will not be visible to account for items such as additional pipework, asbestos, damp, substandard floor/ wall structure/coverings or any other items which may incur additional delay or cost to the project. At this juncture we will assess the full work required to continue and discuss with you any additional cost which can be added to the final balance payment.
- If the agreed timeline of Works is completed earlier than originally stated, no claim for reduced labour cost(s) will be accepted. If the agreed timeline of works increases no additional costs will be passed to You unless an Amendment to Order was agreed and signed by You.

## **10. Risk and ownership**

- If any Products are provided to you by us or an authorised third party on our behalf, on delivery of the Products to you (or collection of the Products by you), all risk of damage to, or loss of, them shall pass to you and you will be responsible for them.

*For all customers:*

- You will need to safely and properly store any Products which are delivered to you before Services start (where applicable).
- Ownership of the Products will only pass to you on the latter of us:
  - receiving full payment for the Products from you; and
  - providing the Products to you.
- Until ownership of the Products passes from us to you, you shall hold the Products on our behalf and shall store the Products at your own cost separately from all other products in your possession and marked in such a way that they are clearly identified as our property. We may, before ownership of the Products passes to you, require you to deliver up the Products to us and, if you fail to do so, may repossess the Products. You



- grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the Products.
- If you cancel your Order, you must keep good care of the Products before returning them to us.

## **11. Cancellation and returns**

This section sets out our cancellation and returns policy. Our cancellation and returns policy set out below is in addition to and does not affect your legal rights as a consumer.

If your Order is for Services only, please see Clause 11.1 for your cancellation rights.

If your Order is for Products and Services (Supply and Install), please see Clause 11.2 for your cancellation rights.

If your Order is for Products only, please see Clause 11.3 for your cancellation rights.

If your Order is a Supply and Install Order, you may cancel the Services element and the Product element separately in accordance with Clause 11.1 and Clause 11.3 respectively.

### **11.1 Order for Services**

- You may cancel your Order for the Services for any reason after you have placed your Order and thereafter for up to 14 days commencing the day after the date, we accept your Order (as set out in Clause 2). You will lose your right to cancel after the expiry of this period.
- You can exercise your right to cancel your Order by contacting us via email, letter or telephone. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- If we have not started to provide the Services at your request before the end of the cancellation period you will receive a full refund of the price paid for the Services.
- If we start providing the Services at your request before the end of this period then you will be required to pay our charges for the Services carried out prior to you contacting us.
- You will only receive a refund for that part of the Services not provided. You will not have the right to cancel your Order for Services once we have completed those Services.
- Any refund will be paid within 14 days after the day on which you inform us of your decision to cancel your Order and will be made using the same means of payment as you used to pay for the Order, unless we agree otherwise.

## **11.2 Order for Products and Services (Supply and Install)**

- You may cancel your Supply and Install Order for any reason after you have placed your Order and thereafter for up to 14 days commencing the day after the date, we accept your Order (as set out in Clause 2). You will lose your right to cancel the Services element of your Order after the expiry of this period.
- You can exercise your right to cancel your Order by contacting us via email, letter or telephone. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- If we have not started to provide the Services at your request or make the Products to your specification before the end of the cancellation period you will receive a full refund of the price paid for the Products and Services (subject to the provisions of Clause 11.3).
- If we start to provide the Services or make the Products to your specification at your request before the end of this period then you will be required to pay for the Services carried out and for the Products which we have made or have started to make to your specification and/or which have been installed, prior to you contacting us.
- Subject to the provisions of Clause 11.3, you will only receive a refund for that part of the Services not provided and those Products which we have not made or started to make to your specification and/or which have not been installed prior to you contacting us. You will not have the right to cancel your Order for Services once we have completed those Services.
- Any refund for the Services will be paid within 14 days after the day on which you inform us of your decision to cancel your Supply and Install Order and will be made using the same means of payment as you used to pay for the Order, unless we agree otherwise.
- The conditions, time limits and procedures for exercising your right of cancellation with respect to the Product element of your Supply and Install Order (including the arrangements for receiving a refund) are set out in Clause 11.3.

## **11.3 Order for Products**

- You may cancel your Order for Products for any reason before dispatch (where applicable) or within 14 days after the date of delivery or collection (as the case may be) by contacting us or returning the Products to the Perfect Panelling showroom (please bring your proof of purchase and, where applicable, the credit/debit card used for payment). Where your Order comprises multiple delivery shipments, the 14-day cancellation period for the Products in your Order runs from the date of the delivery of the last shipment to you.
- You will lose your right to cancel after the expiry of this period (this does not affect your rights if there is any problem with the Products).

- You can exercise your right to cancel your Order by contacting us via email, letter or telephone. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- The right to cancel in respect of Products is subject to the following exclusions:
  - Products which are cut, made to measure or mixed to your requirements, or otherwise customised or made to your specifications will not be exchanged or refunded unless they are faulty or incorrectly delivered.
  - Products which are liable to deteriorate or expire rapidly, including perishable Products such as plants or turf, will not be exchanged or refunded unless they are faulty or incorrectly delivered.
  - your right of cancellation does not apply to Products which are not suitable for return due to health or hygiene reasons, if you have opened the Product packaging after delivery or collection; and
  - your right of cancellation does not apply to Products which become mixed inseparably with other items after delivery or collection (which may be the case where the Products are installed).
- In relation to Products delivered to you, you may need to take delivery of the Products before you can cancel your Order if the Products are placed into our delivery process before we receive your notice of cancellation. This does not affect your rights under this Clause and Clause 12.
- Following cancellation, we will refund you the price paid for the cancelled Products, less any collection or return costs or charges (if any). Where you cancel the entire Order, we will also refund the standard delivery charges paid (if any) or an amount equal to those charges if you elect to use a more expensive delivery method. Where you cancel part of an Order, we may recalculate any applicable delivery charge and deduct this from the refund
- We will pay the refund within 14 days after the day:
  - you notified us to cancel your Order, where you have not received the Products (and the Products have not been dispatched to you); or
  - we receive the Products you returned to us, where you are in receipt of the Products; or
  - you provide us with a proof of return for the Products, where you have returned the Products but we have not yet received them.
- The refund will be made using the same means of payment as you used to pay for the Order, unless we agree otherwise.
- You must arrange for the return of the Products as soon as possible and in any event not later than 14 days after the day on which you cancel your order, unless we agree that you may dispose of the Products (in which case you must comply with any disposal instructions). Unless the Products are faulty or not as described or purchased and delivered simultaneously while we are in the property where the Services are provided, you will be responsible for the cost of returning the Products. For certain Products we offer a collection service. Please contact us for further details. We may charge a fee for this service (the fee will depend on the Products returned).

- You must keep the Products you wish to return in your possession and take reasonable care of the Products at all times while they are in your possession. This means that you must not use the Products (except to the extent reasonably necessary to inspect and examine them).
- We reserve the right to make a deduction from the amount of any refund for loss in value of the Products returned where the Products show signs of unreasonable use; for these purposes, unreasonable use includes handling the Products beyond what is necessary to establish the nature, characteristics and functioning of the Products, in particular, if it goes beyond the sort of handling that might reasonably be allowed in a shop. Where you are in possession of the Products (or they have been dispatched to you), we may withhold any refund until we have received the Products or you have supplied proof of return for the Products.
- Manufacturers/Suppliers from time to time amend product specifications. Wherever possible the Supplier will advise the Customer of such changes at the time of purchase. All items are sold for mobility enhancing use only and the Supplier cannot accept responsibility for matters arising from the misuse of products purchased for those purposes not specified at the time of purchase. Any substantial amendments will be notified to the Customer for approval.

## **12. Faulty Products**

- On receipt of the Products, you must check they match your Order. If there is any problem, or if they are defective or damaged you must notify us as soon as is reasonably possible. Claims may be reduced or rejected if we have not been given an opportunity to put matters right.
- In addition to the right to cancel an Order as described in Clause 11, if there is a problem with the Products or the Products are faulty, we may make good any shortage or non-delivery, or offer a repair, exchange or refund as appropriate in accordance with your consumer rights. Please contact us to arrange. Alternatively, you can return faulty Products in store.

## **13. Our right to cancel**

- We may cancel our agreement by notice in writing to you if you are in breach of your agreement with us, you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon cancellation, any money due to us in respect of our agreement which has been cancelled shall become immediately due and payable and we shall be under no further obligation to provide Products, Services or Surveys to you, provided that where you have paid for Products, Services and/or Surveys in advance of our cancellation of our

agreement, we shall, at our discretion, supply those Products, Services or Surveys to you or cancel the provision of the same and refund the price you paid.

#### **14. Use of your personal information**

- We will collect and process personal information about you, including to administer and process your Order, and to provide the Survey, Products and/or Services. If the Survey, Products and/or Services are provided by a third party on our behalf, your personal information will be passed to the third party for reference purposes only. We may also engage third parties to verify and audit the Services that are performed for quality control and regulatory purposes; in these circumstances, your personal information will be disclosed to the third party.

#### **15. Liability**

- To the extent not prohibited by law, we accept no liability for any:
  - loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our agreement).
  - loss which arises when we are not at fault or in breach of our agreement; and
  - business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses).
- You may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in our agreement is intended to limit your legal rights as a consumer. For further information about your legal rights, you can contact your local authority Trading Standards Department or Citizens Advice Bureau.
- Our website, catalogues and other media may contain information and materials created and submitted by third parties, and, to the extent permitted by law, we exclude liability for all losses arising from any error, omission or inaccuracy in any such information and material.
- Nothing in our agreement limits or excludes our liability for fraud or fraudulent misrepresentation, death or personal injury caused by our negligence or for any other liability which cannot be limited or excluded by law.

#### **16. General**

- We will not be liable or responsible for any failure to perform, or delay in performance of, the Services, Surveys or any of our obligations under these Terms, nor for any defect or damage to Products, or for any failure or delay in supply or delivery of Products, in each case that is caused by events outside our reasonable control (including, without limitation, the

following to the extent these are outside our reasonable control: accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, natural disaster, failure of telecommunications networks, inability to use transport networks, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition of restrictions on imports or exports).

- Natural products may show some colour variations. To the extent permitted by law, we accept no liability for any discoloration or variation in the colour of natural products.
- We will take reasonable steps to display as accurately as possible the colours, appearance and other detailing of our Products (and their packaging) in the images that appear on the Website and in our catalogues and other media. However, we do not guarantee that the images, appearance and other detailing that appear on the Website and in our catalogues and other media will exactly reflect the colour, appearance or detailing of the physical Product (or its packaging). Your Products (and their packaging) may vary slightly from those images.
- Any information on the Website and in our catalogues and other media regarding sizing, weights, capacities, specifications, dimensions and measurements of Products is included as a guide only. If you are concerned about the precise size, weight, capacity, specifications, dimensions or measurements of any Product you require, we recommend that you contact us prior to placing an Order and/or purchasing a Product.
- If any provision of these Terms (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable in whole or in part, the validity, legality or enforceability of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- No person other than you and us shall have any rights to enforce our agreement, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.
- You may not assign or transfer your rights or obligations under our agreement, unless we agree in writing.
- If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, or we delay in doing so, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- We may update, vary and amend these Terms from time to time without prior notice. When you place an Order, the Terms in force at that time will apply (as set out on our Website). Please check on our Website to ensure that you understand which Terms apply. These Terms were last updated on 12 January 2022.

## 17. Governing law and venue for disputes

- Subject to the following paragraph, you and we agree that our agreement is governed by the law of England and Wales and that any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will only be dealt with by the courts of England and Wales.

## 19. Contacting us and you

- If you have any questions, queries or concerns with respect to your Order or these Terms, please contact us as follows:
- by telephone: on 01935 507171 (open 8am to 4pm weekdays, 8am to 12pm Saturday's).
- by email at: [info@perfectpanelling.co.uk](mailto:info@perfectpanelling.co.uk)
- by post at: Unit 6 Brympton Way, Yeovil, Somerset, BA20 2HP
- If we have to contact you or give you notice in writing, we will do so by email or by hand or by pre-paid post to the address you provide to us in your Order or we otherwise hold for you.

## 20. What is Covered

This Guarantee is offered by Perfect Panelling Ltd. Assisted. We will guarantee the installation works for 12 months from the date of completion. Any products purchased through us and fitted by us will be covered by the manufacturer's warranty. Some products offer extended warranties upon registration with the manufacturer, details of which will be left for the customer to apply for.

Perfect Panelling sealants and silicone have a 6-month guarantee.

This guarantee is subject to the terms and conditions below.

## 21. Conditions of the Installation and product Guarantees

- If a defect occurs in the bathroom that relates to the workmanship and not a product, within the Installation Guarantee period (12 months) Perfect Panelling Ltd will attend the property to assess the concern. Following the inspection, the company will at its discretion, carry out works as agreed with You.
- All claims must be made as soon as reasonably practicable once the defect has been discovered.
- All claims must be supported with the original receipt or other reasonable proof of purchase
- Product Guarantees assumes the product has been maintained in accordance with the product instruction manual
- The Product Guarantee applies to the single product in question and does not extend to the replacement of other products in the bathroom, general household fittings or furniture

- The Product Guarantee is non-transferable to a new owner of the product if the product has been removed from the premises in which it was first installed and then reinstalled in other premises
- Perfect Panelling Ltd require reasonable opportunity to inspect the product/workmanship. In circumstances where it is not reasonably practicable for a product to remain in situ, the product should be retained for inspection
- Perfect Panelling Ltd reserves the right to instruct a third party of its choice to inspect the Products to determine the cause of any alleged defect in the Product before confirming the defect and replacing the Product

### **What is not covered**

- Toilet seats, toilet fittings, siphons, wastes and valves
- Products that have been damaged or neglected as a result of a failure to, assemble, install, use or care for the products in accordance with the instructions and general good plumbing practice
- Perfect Panelling will not accept responsibility under this Guarantee if a product is damaged or becomes defective due to modification, misuse, neglect, infestation, wilful or accidental damage or act of God
- Replacement of other products in the bathroom, general household fittings or furniture or the repair of other consequential or incidental damage arising from a defective product that could not be reasonably foreseen at the time the product was purchased or installed will not be supplied by Perfect Panelling Ltd.
- Products damaged as a result of the use of strong chemicals, contrary to Perfect Panelling's or the manufacturer's instructions and guidelines.
- Normal wear and tear
- Natural discolouration that may occur over time
- Products sold or installed outside the UK or Republic of Ireland
- This guarantee is in addition to and does not affect your statutory rights

### **How to make a claim under the Guarantee**

- If you wish to make a claim under the Guarantee you should contact us on 01935 507171.
- You will be asked for a copy of your original receipt or other reasonable proof of purchase