

MK-Bathrooms.net

TERMS & CONDITIONS OF SALE

GENERAL NOTES

Throughout our brochures, quotations, invoices, & website all measurements are presented in millimetres and meters unless otherwise stated. All prices quoted are recommended retail prices (RRP) excluding VAT (less any discount or special pricing). VAT is calculated and displayed within the quotation or invoice totals submitted. All quotations and invoices are for product supply only and therefore does not include installation cost. Every effort has been made to ensure information accuracy; however, measurements should only be used as a guide and final quotation checks should be made before purchasing & installation to avoid any error. We reserve the right to amend product details, prices, and product specifications when required. All images displayed within our brochures and on our website are for illustration purposes only and are subject to change without notice. Our standard delivery times are between 2-3 working days for small items, and 3-5 working days for larger items. All orders must be paid in full before ordering and dispatch. Please allow 7-10 working days for all cheque payments. Some of our more specialist or bespoke products & Ellis fitted furniture are only available on a 7-28 working day delivery, which will be indicated either verbally or noted on the quotation or/and purchase invoice. A repeat delivery charge will apply if no one is present to accept an arranged delivery, or due to access issues which have not been reported prior to delivery and preventing access.

INTERPRETATION

Throughout this document the following terms will be referred to and are interpreted as below:
Us/We: meaning MK-Bathrooms.net the retailer. Supplier/s: meaning any product wholesale or manufacturer supplier, or MK-Bathrooms.net the retailer. Conditions: meaning the Terms & Conditions set out within this document. Product(s): meaning any product or goods as quoted for, as invoiced, as supplied directly or indirectly by MK-Bathrooms.net. Contract: the legally binding agreement between yourself (the customer) & MK-Bathrooms.net (the retailer) for the sale & purchase of products which incorporates these conditions. Special Order Items: Products which are made specifically (or supplied to order) to the customers specification and size. Delivery location: the location where the products are to be supplied & sent to, and as set out within the supply invoice and/or delivery note. This location must be within England, Wales, Scotland, & Northern Ireland only. Customer(s): meaning the purchaser of any goods ordered and supplied by MK-Bathrooms.net. Purchaser, and/or you: meaning the customer as noted on the supply quotation and/or invoice and is the person who is agreeing to these Terms and Conditions of Sale. Item(s): meaning any item/product supplied by MK-Bathrooms.net. Installer: meaning the customers nominated contractor, or any third- party contactor recommended by us in carrying out the installation of products supplied by us. Website: meaning www.mk-bathrooms.net or manufacturers/supplier specific product website.

GENERAL TERMS & CONDITIONS OF SALE

1.0 By placing a purchase order with us either verbally or in writing, you are agreeing contractually as the consumer to be bound by our Terms and Conditions of Sale as set out in this document. (a) MK-Bathrooms.net registered office is at: Unit 1, Chicheley Street, Newport Pagnell, Buckinghamshire. MK16 9AP. Showroom & Site Admin at Unit 1, Chicheley Street, Newport Pagnell, Buckinghamshire. MK16 9AP. Tel: 01908 615888/618858 09:00am - 17:00pm Monday to Friday. 09:00am to 15:00pm Saturday. We are closed on Sundays and bank holidays.

1.1 All orders are subject to acceptance by us. The contract between us will only be formed when we deliver your items. All orders/invoices are subject to full cleared payment before delivery or collection.

1.2 The contract will relate only to those products we dispatch. We will not be obliged to supply any other products which may have been part of your order and delayed until those products become available to us for dispatch.

1.3 If you are contracting as a consumer, you may cancel a contract at any time within seven days, beginning on the day after you received the products. In this case, you will receive a refund of the price paid for the products, but will be liable for any costs incurred by us for the return of the product/s in accordance with our refunds policy (set out in clauses **3.1 (a) to (e)** and **3.2 (a) to (e)**).

1.4 To cancel a contract, you must inform us in writing or read receipted email. You must also return any product(s) supplied to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the products while they are in your possession. A refund may be refused if you fail to comply with this obligation.

1.5 You will not have any right to cancel a contract for the supply of any of the following products:

a) Any specially ordered products that have been bespoke made or bespoke ordered to suit your specific requirements, and which cannot readily be returned for credit/refund to us.

1.6 Any provision herein these Terms and Conditions of Sale does not affect your Statutory Rights under the Consumer Rights Act 2015.

1.7 Your order will be fulfilled by the delivery date either verbally advised or by email, if no delivery date is specified, then within 30 days of the date of any dispatch confirmation, unless there are exceptional circumstances.

1.8 For palletised deliveries, the goods will be delivered as close as possible to your delivery location front door. If this location is unreachable for any reason, such as a narrow street, up a flight of stairs (such as flats), or any other obstruction, delivery will be made as near to your property as possible.

1.9 For deliveries of heavy 2 man lift items, the driver is **NOT** insured to take the goods inside your property. The item/s will be delivered to the delivery location as stated on the invoice, and it is strongly recommended that at least 2 able bodied persons are available to receive the delivery and carry the goods inside.

2.0 The products supplied will be solely at the purchaser's risk from the time and point of delivery.

2.1 Ownership of the products will only pass to the purchaser when we receive full cleared payment of all sums due in respect of the products, including any delivery charges.

2.2 The price of any products will be as quoted in writing or verbally, except in cases of obvious error.

2.3 The final quotation price includes VAT but will exclude any delivery costs (unless otherwise shown), which will be added to the total amount (if later applicable) due as calculated on invoice.

2.4 Prices are liable to change at any time, but changes will not affect orders already dispatched to you, and all customer supply quotations prices are valid for 28 days from the quotation date, and maybe subject to any pricing change thereafter.

2.5 If a product's correct retail price is higher than the price stated on our invoice due to an error, we will normally, at our discretion, either contact you for instructions before dispatching/delivering the product, or reject your order and notify you of such rejection.

2.6 We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you (or agreed) a delivery confirmation, and also if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a miss-pricing.

2.7 Payment for all products must be by credit or debit card, bank transfer, or by cleared cheque. We accept payment with Visa, Visa Electron, Visa Debit, Visa Credit, MasterCard, Mastercard Debit, Maestro, and American Express. Payment will be debited at time of order through our card payment system. Any payment enquiries should be sent to customerservice@mk-bathrooms.net quoting your MKB***** invoice number or any other invoice/quotation references shown. Any customer payment made for goods that is either later refused, rejected, cancelled or returned as unpaid to our bank or merchant card provider after delivery or collection will immediately become payable again, and all bank charges and any legal costs incurred by us as a result of any of these actions will be charged on to the customer in addition to the original payment value.

2.8 You accept that some products returned to us as unwanted only are subject to a supplier restocking charge. If a re-stocking charge is set by our supplier for the specific item/s returned, the suppliers restocking charge incurred by us will be deducted from any refund amount due to the customer. Please contact us first to see if this applies to any of your returned as unwanted item/s before proceeding.

2.9 Any re-stocking charge percentage amount can vary between different suppliers, therefore this amount (if any is levied) will be confirmed prior to any refund offered. **[PLEASE NOTE]** It is very important that all goods supplied by us are checked thoroughly for defects, damages, or missing components **BEFORE** any attempted installation. This does not apply to any unopened Lakes shower screens or enclosures.

[PLEASE NOTE] Tap Water Pressures.

When purchasing and replacing a pair of basin / bath taps to a modern mono basin mixer or a bath shower/mixer tap, you understand that the water pressure experienced can be considerably lower (particularly on gravity fed systems) due to their design and manufacture, and this is not an installation or supply fault. All gravity fed taps will be specified and supplied as LP 0.2 (low pressure 0.2 bar) for the maximum possible flow rate. High pressure systems are not particularly affected by this specification.

RETURNS & REFUNDS

3.0 DISTANCE SELLING RULES

Different rules apply to products solely ordered online, or solely by telephone. *This rule does not apply to a customer who initially visits our store and then subsequently pays by telephone or bank transfer.* After receiving your goods, you can change your mind and get a full refund up to **14 days** of the purchase without any reason and with the exception of clauses **3.2 (a) (b) (c)**. The specified legal time limits for distance selling of goods are as follows; **0 - 30 days** you can claim a full refund for goods that are of unsatisfactory quality, unfit for purpose or not as described. **30 days - six months** you must give the retailer one opportunity to repair or replace it before you can claim a refund. **Six months or more** you must give the retailer one opportunity to repair or replace it before you can claim a partial refund, and the burden of proof is on the customer to prove the product supplied was initially faulty.

NOTE: We are not legally obliged under the Consumer Protection Act 2015, The Consumer Rights Act 2015, to offer refunds or credit for goods **ordered in-store** and returned as just unwanted, but we may do so for any goodwill gesture, and will be subject to clause(s) **3.2 (b)** and clause **(d)** of the Consumer Protection Act 2015.

3.1 Returns and refunds **WILL** be accepted in the following circumstances;

(a) Products supplied that are damaged, incomplete, or defective, or supplied incorrectly, and are returned in the original packaging within 28 days of delivery or collection.

(b) Products that are no longer required and returned unused within 28 days of delivery, that are undamaged, complete with all associated fittings, fixings, instructions, and in the original undamaged packaging (a restocking charge may apply). After 28 days restocking is at our supplier's sole discretion, and if agreed, is subject to a 25% re-stocking fee. Please refer to clause **3.1 (d)**

(c) Products that are paid for (in full or part) but found to be out of stock by our suppliers for an excessive period of time.

RE-STOCKING FEE.

(d) Some of our suppliers charge us a re-stocking fee for goods ordered and delivered but later unwanted, and then returned to them in a resalable condition. The restocking fee (if any) varies depending on the supplier and the supplier in question returns policy. Any re-stocking fee imposed on us by a supplier will be deducted from the purchase price amount when refunded. Please contact our sales department for cost prior to ordering should an unwanted item/s return be likely.

(e) For defective products we will examine the returned product and will notify you in relation to your refund verbally or by email upon inspection if returned in person or collected by us, or via telephone or e-mail within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 28 days of the day we confirmed to you via telephone or e-mail that you were entitled to a refund for the defective product. Products returned by you because of a defect not caused by you or your servant or agent will be refunded in full, including a refund of any delivery charges for sending the item to you and the postage cost incurred by you in returning the item to us.

3.2 Returns and refunds **WILL NOT** be accepted in any of the following circumstances;

(a) Products that are no longer required and returned, and that are not complete and in the original packaging with all associated fittings, fixings, and instructions.

(b) Products that are no longer required and returned with original packaging but are in a very poor and un-saleable condition including excessive damage to the original packaging, and/or the packaging is incomplete.

(c) Products that are no longer required and returned that have been modified or have undergone any attempted installation.

(d) Shower Screen products ordered and supplied boxed by Lakes Bathrooms that have been opened with the packaging support straps removed, but are no longer required (with the exception of clause **3.1 (a)**).

(e) Products that were supplied incorrectly, but were not checked on delivery as requested, and have subsequent incomplete packaging, contents, or have been subject to any attempted installation.

(f) Any item supplied, or supplied and fitted that has not been paid for in full for any reason will not be replaced, exchanged, or repaired under warranty until paid for in full.

3.3 Any item supplied will be subject to those manufactures returns or replacement policy/warranty which should be included on installation or alternately obtained and read separately.

DAMAGED, MISSING, OR FAULTY GOODS

3.4 Damaged goods must be reported to MK-Bathrooms.net by telephone (out of hours answerphone service) or by read receipted email within 48 Hours of delivery for a prompt replacement.

3.5 Please report any missing or incorrectly supplied items within 48 hours for a prompt replacement.

3.6 All obvious damage and damaged packaging must be reported within the stipulated 48- hour inspection period. It is recommended to photograph any damaged items or damaged packaging on delivery as evidence. This will speed up any claims for replacements.

3.7 When reporting damaged or faulty items, we, or our supplier may ask for photographic evidence or to inspect the item before we accept a request to repair, replace, or refund. Please note that any product guarantee is only valid provided that the installation complies with the manufactures specific fitting instructions.

3.8 Once we have confirmed the item is faulty, we will contact you to arrange either for us to collect the goods, for you to return the goods to us, or for you to dispose of the goods. Any goods must not be disposed of without our written consent.

3.9 In the instance that you post the faulty goods back to us, we will require a receipt of postage costs to refund you once the goods have been inspected.

4.0 Items can be brought to store for return; however, a refund will not be issued until we (or the manufacturer/supplier) have inspected the item and deemed it as faulty.

(a) All replacement goods will be shipped via standard delivery at our cost either directly to you, or for collection from our store.

(b) Installation is deemed as acceptance of the products condition. By commencing with installation, you are accepting that the goods are free from obvious defects, faults, or damage.

(c) Missing parts should be reported to us within 28 days of delivery and before installation is complete. After installation it will be assumed the customer has lost the parts.

(d) We do not guarantee damaged or faulty items as a result of them being neglected by the by the purchaser, or which have become damaged due to poor maintenance, poor/incorrect storage, and/or not in accordance to the manufacture's product care guidelines.

WARRANT

4.1 We warrant to you that any product purchased and delivered to you or collected from us directly is of satisfactory quality and fit for purposes for which products of the kind are commonly supplied. This includes any product ordered and delivered direct to you from one of our suppliers, and where if found to be not of satisfactory quality and fit for purpose for which products of the kind are commonly supplied upon inspection, a collection will be arranged by us and a full refund or replacement will be offered.

LABILITY

4.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the final purchase price for the product/s you purchased from us in breaking this agreement. We will not be liable for any labour cost/s incurred by the consumer in the removal, repair, or replacement of any item supplied by us either within the specific item manufacturers guarantee period, or outside of the item guarantee period.

(a) This does not include or limit in any way our liability for death or personal injury caused by our negligence under section **2(3)** of the Consumer Protection Act 1987.

(b) For fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

4.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits, loss of any verbal or written contracts, loss of any installer and installers time, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

4.4 We will not be liable for any additional wages or charges, either requested or subsequently charged by any third-party installer to the customer for any item supplied or ordered by us being delayed, damaged, or erroneously delivered either before or after any installation.

4.5 You acknowledge and accept that we (MK-Bathrooms.net) are not professional plumbing, electrical, building/structural consultants, or general contractors, and therefore any advice or response which we (or any member of our staff) may provide to you (whether orally or in writing) regarding such services, or any related issues, will be given only to the best of our knowledge and belief and without any liability on our part. Any written materials, plans, or drawings which we specifically provide, or which are accessible from any of our sites are not intended to constitute advice in any specific situation. You should always discuss any installation concerns or specification issues which you may have with your contractor prior to any purchase and/or installation.

PRODUCT WARRANTY

4.6 Any product warranty claim must be communicated to us in the first instance for us to check the manufacturers remaining product warranty period (if any), and for an initial appraisal and inspection before any claim can be processed. Any attempted initial repair will void any warranty and/or replacement.

4.7 Any manufacturers product warranty for goods supplied by us does not automatically include any repair or replacement labour cost incurred by the consumer after receiving a replacement item (complete or in part under the product warranty) unless as defined in **7.7** below.

4.8 Repair, modification or replacement of parts during the warranty period will not extend the original manufacturer warranty period (which starts from original delivery date) of the product.

INDEMNITY

4.9 Risk of damage to, or loss of the goods will pass from MK-Bathrooms.net to the customer upon delivery, and then back to us on any physical collection of the goods by us after initial inspection.

5.0 MK-Bathrooms.net does not accept liability for damage caused by the customer or installer. This includes incorrect operation, modification, or installation of the goods, and also includes any damage to flooring, walls, ceilings, any other bathroom items, or any other household product, household fixture or fitting as a consequence.

5.1 We do not accept any liability for any damages caused to a product due to any incorrect installation practices. Failure to engage the services of a suitably qualified installation tradesman may void any supplier warranty available.

5.2 MK-Bathrooms.net cannot be held responsible for insufficient or excessive water pressure, it is paramount that before starting installation a qualified plumber must ensure any showers, pumps, taps etc. purchased are suitable for your water system pressure.

5.3 MK-Bathrooms.net are happy to provide you with a list of vetted third-party installers who regularly purchase and install for us over many years, and have a good working knowledge of our supplied products; however, we cannot be held responsible for their work in general or timekeeping.

5.4 It is the customers sole responsibility to carry out their own competence checks on an installer before enlisting their services.

5.5 All electrical items must be installed by a fully qualified electrician, and exclusively to the manufactures supplied installation instructions, otherwise the guarantee of the product will become void.

5.6 We do not mediate in disputes between customers and installers unless it relates to any product supplied by us, or is a product guarantee issue.

5.7 All ex-display goods are sold as seconds and may have wear & tear and/or additional display installation marks/holes. Faulty items are sold as faulty, and as described as faulty when sold. We do not offer any guarantees on either seconds or faulty items. This clause does not affect your statutory consumer rights.

5.8 Any Computer Aided Design (CAD) drawings that are supplied (on customer request) are for illustration and design layout purposes only. MK-Bathrooms.net will not be held responsible for their absolute accuracy, or for unforeseen fitting snags due to inaccurate specified supplier file imaging provided to us, or any generic image files used for the purposes of any general illustration or layout, or for the measurements of any products supplied incorrectly fitting within the space. It is essential that you check and discuss the design and measurements with your installer prior to ordering and taking delivery of goods.

5.9 If a home measure service is completed by MK-Bathrooms.net it is important to check the measurements and design with your fitter first to confirm the location of any new or existing pipework, any obstacles, clearances between proposed items, door openings, or electrical routes which may affect the design. We request that any alterations are advised prior to ordering and delivery of goods. MK-Bathrooms.net cannot be held responsible for any delays caused by products not fitting due to unforeseen circumstances.

WRITTEN COMMUNICATIONS

6.0 Applicable laws require that some of the information or communications we send to you should be in writing. You accept that communication with us will be mainly electronic e-mail. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory consumer rights. Please ensure that MK-Bathrooms.net is added to your email 'safe senders' list for this purpose.

NOTICES

6.1 All notices given by you to us must be given to MK-Bathrooms.net, Unit 1, Chicheley Street, Newport Pagnell, Buckinghamshire. MK16 9AP. or email customerservice@mk-bathrooms.net. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause **1.0 (a)**. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the customer specified e-mail address.

TRANSFERS OF RIGHTS AND OBLIGATIONS

6.2 The contract between you and us is binding on you and us, and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent from us.

6.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

EVENTS OUTSIDE OUR CONTROL

6.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

6.5 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

6.6 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

WAIVER

6.7 If we fail at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

6.8 A waiver by us of any default shall not constitute a waiver of any subsequent default.

6.9 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause **6.0**.

SEVERABILITY

7.0 If any of these Terms and Conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term condition or provision will to that extent be severed from the remaining terms, and all other conditions and provisions will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

7.1 These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

7.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.

7.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.

OUR RIGHT TO ALTER THESE TERMS AND CONDITIONS

7.4 We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, accuracy of provision, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

LAW AND JURISDICTION

7.5 Contracts for the purchase of products through our website, by telephone, or in our showroom will be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

ANY THIRD PARTY RECOMENDED FITTING SERVICE

7.6 The bathroom fitting service (www.mk-bathrooms.com) listed and described within this website (or any other recommended installer/contractor) is for customer service and convenience only, and therefore this does not form any contract (or part contract) verbal or otherwise with us MK-Bathrooms.net, MK-Bathrooms.com (or any other installer/contractor recommended by us) their full Terms & Conditions must be read and agreed separately.

7.7 Goods supplied by us in the product guarantee period, or any extended guarantee period, applies to a FOC replacement (or replacement part) only (within the manufacturers guarantee period) if **NOT** installed by one of our recommended fitters. Replacement (or replacement part) of goods supplied by us (as per manufacturers guarantee period) and the fitting cost (for one year after completion) **WILL** be covered if using one of our recommended fitters. Any product replacement /repair, or part still under the manufacturers guarantee period, the labour cost to replace or repair any item or item part still under the manufacturers guarantee period, but outside the one year installation period will be chargeable if so requested. This clause is subject to clauses **3.2 (f)**, **3.3**, **4.0 (d)** & **4.8** above.

DISCOUNTS

7.8 Any goods listed and supplied with a discount shown will be at the sole discretion of MK-Bathrooms.net and the discounted amount is determined by the total order value shown. Any customer quotations showing a line discount (or order total discount) will only apply when the full order as itemised on an MKB**** numbered supply quotation is purchased, and this does not automatically apply to any single item listed on a 'selective' basis from the supply of goods quotation. Customer supply quotations are only valid for 28 days, and are subject to price/discount change thereafter.