



TERMS AND CONDITIONS OF SUPPLY SHOWROOM SALES

November 2016

It is our philosophy to make your experience with us as simple and as easy as possible. We are committed to helping with your project to ensure you are happy with the completed results.

Where possible, we will be as flexible as possible, to help you meet your needs.

There are, however, a number of issues to be aware of during the purchase and supply of products from Charisma Bathrooms Ltd. to help ensure a trouble-free project.

The information detailed on this document tells you about us and the legal terms and conditions (Terms) on which we sell to you any of the products (Products) ordered, purchased and supplied from Charisma Bathrooms Ltd. other than those procured from our online shop which is subject to its own terms and conditions.

These Terms will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from us.

Please note payment of your order will be deemed to be acceptance of these terms. If you refuse to accept these Terms, you will not be able to order any Products from us.

These Terms are amended from time to time. Every time you wish to order Products, please check these Terms to ensure you understand the terms, which will apply at that time. The latest revision date of the Terms is always detailed at the top of this page.

1. CHARISMA BATHROOMS LTD.

1.1 Charisma Bathrooms Ltd. is a bathroom retailer and showroom, and a company registered in England and Wales under company number 4669043 and with our registered office and main trading address at Unit 42, Shire Hill Industrial Estate, Saffron Walden, Essex CB11 3AQ. Our VAT number is GB 813 2211 82.

1.2 Contacting us if you are a consumer:

(a) To cancel a Contract in accordance with your right to do so as set out in clause 8, you need to let us

know that you have decided to cancel, e-mail us at sales@charismabathrooms.com or call on 01799 528770 to request a cancellation. We will e-mail you to confirm we have received your cancellation.

You can also contact us by post: Charisma Bathrooms Ltd., Unit 42, Shire Hill Industrial Estate, Saffron Walden, Essex CB11 3AQ. However, contacting us by email is the preferred option to reduce the risk of your order being dispatched before receiving your notification of intention to cancel your order.

If you are emailing us or writing to us, please include details of your order (ideally your order number, your name and address, and products ordered) to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

(b) If you wish to contact us for any other reason, including because you have a complaint, you can contact us by telephoning customer service at 01799 528770 or by e-mailing us at sales@charismabathrooms.com

(c) If we have to contact you we will do so by telephone, e-mail or by post. Email and/or postal addresses provided in your original order will be used to contact you.

1.3 Contacting us if you are a business:

You may contact us by telephoning our customer service team at 01799 528770 or by e-mailing us at sales@charismabathrooms.com. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 20.3

2. PRODUCTS

2.1 The images of the Products either found on our website, our suppliers' websites or on any product literature provided to you or sourced by you are for illustrative purposes only. Although every effort is made to display the colours and latest specification accurately, we cannot guarantee that either your computer's display of the colours accurately reflect the colour of the Products or that the printed images do so either. Your Products may vary slightly from the images. Images are usually supplied from the manufacturer of the Products.

2.2 Many of the products we sell are available to see in person at our showroom. Where possible, this is advised so as to give you the best possible indication of the Products you will receive.

2.3 Our suppliers and manufacturers reserve the right to make specification changes to their products and/or discontinue them at short notice. We will try and ensure that you are aware of any specification change or product to be discontinued, if we have

been pre-advised by the supplier. Otherwise, a similar, often improved, alternative solution can usually be offered.

All Goods supplied shall remain the property of Charisma Bathroom Ltd until full payment has been made.

2.4 Information on product warranty/guarantee is detailed in clauses 14 and 15.

3. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy which is available on our website at www.charismabathrooms.co.uk or on request.

4. IF YOU ARE A CONSUMER

4.1 If you are a consumer, you may only purchase Products from our showroom, if you are at least 18 years old on the date the order is placed.

5. IF YOU ARE A BUSINESS CUSTOMER

5.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2 These Terms and our Privacy Policy constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

5.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our Privacy Policy.

5.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

6. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 Our quotation provides to you, along with any information supplied by us related to your details, everything you need to know about confirming and paying for your order, as well as the process and details for the fulfilment of your order. Please take the time to read and check your quotation and/or subsequent order confirmation. If you need clarification, please contact us via sales@charismabathrooms.com or 01799 527770.

6.2 Once we have received your deposit payment or full payment, this is deemed as acceptance of our quotation and placement of your order. We shall

then proceed to order the required products from our suppliers for your order. This is considered as commencement of your Contract with us.

6.3 You will be sent a receipt for any payment made as proof of purchase or part purchase.

6.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our quote as referred to in clause 11.5, we will inform you of this by phone or e-mail and we will not process your order in so far as it relates to that Product. If you have already paid for the Product, we will refund you the full amount including any delivery costs charged as soon as possible.

7. OUR RIGHT TO VARY THESE TERMS

7.1 We amend these Terms from time to time. Please look at the top of this document to see when these Terms were last updated.

7.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

7.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:

(a) changes in relevant laws and regulatory requirements; and

(b) changes in the way we operate our business.

7.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 8 only applies if you are a consumer.

8.1 If you are a consumer, you have the right to cancel the Contract with us as detailed below:

This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a full or part refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

8.2 However, this cancellation right does not apply in the case of:

(a) Any Products made to your specification or which are clearly personalised for you. These products will be highlighted as such on your quotation.

(b) Any Products that become mixed inseparably with other items after their delivery/collection.

8.3 If you decide to cancel your Contract before we have placed our order(s) with our suppliers or are able to cancel the order with our suppliers without incurring penalty charges, you will be refunded in full, including any carriage charges that you have paid.

If we have placed the order(s) with our suppliers and the goods have already been delivered to our warehouse, or we are unable to cancel the order(s) without incurring penalty charges, you will be refunded less a restocking charge. The restocking charge can vary from supplier to supplier but is usually between 25-30% of the manufacturer's retail price.

If you have received your products, you have a right to return non-faulty products and request a refund. You will not be refunded any delivery charges incurred. You will also be charged the manufacturer's restocking charge, usually between 25-30% of the manufacturer's retail price. Returns will only be accepted if the goods are complete, in their original packaging and in saleable condition. Your request for return must be made within one calendar month of the date your goods were collected or delivered.

We endeavour to inspect all goods prior to leaving our premises. However, if your goods are received either faulty or damaged, you are entitled to a full refund, including any delivery costs incurred, or alternatively like for like replacement products will be supplied. You will not incur additional costs. Damaged/faulty products must be returned to Charisma Bathrooms before any refund will be made.

Any claims for delivery damaged product must be made within 24 hours of delivery or collection and any claims for faulty products within 72 hours of delivery or collection. Also see clause 13.1.

Please note that we are unable to accept return of any floor or wall tiles.

8.4 To cancel a Contract in accordance with your right to do so as outlined in clause 8, you are required to let us know that you have decided to cancel, e-mail us at sales@charismabathrooms.com to request this. We will respond to your email accordingly.

You can also contact us by post to Charisma Bathrooms Ltd., Unit 42, Shire Hill Industrial Estate, Saffron Walden, Essex CB11 3AQ.

If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.

8.5 If you cancel your Contract we will:

(a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any additional reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. This may or may not be in addition to any restocking charges applied (see clause 8.3).

(b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).

(c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

(i) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see clause 8.8;

(ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

8.6 If you have returned the Products to us under clause 8 because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us. Charisma Bathrooms will not be liable for any removal/refitting charges of defective products. All defective/faulty products claimed for must still be under the manufacturer's warranty or guarantee. Also see clause 8.3.

8.7 We will refund you on the credit card or debit card used by you to pay or other method if applicable (BACS, PayPal or Cheque).

8.8 If a Product has been delivered to you before you decide to cancel your Contract:

(a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back or return it to us in person to our showroom.

(b) unless the Product is faulty or not as described (in this case, see clause 8.6), you will be responsible for the cost of returning the Products to us. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.

8.9 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. DELIVERY AND/OR COLLECTION OF YOUR GOODS

9.1 We will contact you with an estimated delivery date or collection date for your order. Every effort will be made to obtain all items prior to the installation date agreed with you. However, we strongly recommend that you do not start the installation until all items have been delivered to you. Please be aware that:

(a) Please be available for your delivery at the agreed time. Please ensure that easy access is available for where you would like the goods stored. We will deliver to ground floor level only, unless prior agreement has been negotiated. Reasonable assistance may be requested to make delivery as simple as possible. If there are any restrictions such as parking that may restrict delivery, please advise us in advance.

(b) We will arrange delivery at a mutually agreed date and time between Tuesday and Friday.

(c) We will provide free delivery within a 20-mile radius.

(d) Deliveries beyond 20 miles will incur a delivery charge advised and agreed of in advance.

(e) Alternatively items can be collected at an agreed date and time from the Charisma Bathrooms' showroom in Saffron Walden.

The customer must sign for all deliveries or collections.

Occasionally, an Event Outside of our Control may affect our delivery to you or availability for collection date. See clause 19 for our responsibilities when this happens.

9.2 If no one is available at your address to take delivery, a note that the Products have been returned to our premises will be left, in which case, please contact us to rearrange delivery.

9.3 Delivery of an Order shall be completed when we deliver the Products to the address you gave us. Products will be your responsibility from that time.

9.4 You own the Products once we have received payment in full, including all applicable delivery charges.

9.5 If we miss the agreed delivery/collection deadline for any Products then you may cancel your Order straight away if any of the following apply:

(a) we have refused to deliver/allow collection of the Products;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery/collection within the deadline was essential.

9.6 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 9.5, you can give us a new deadline for delivery/collection, which must be reasonable, and you can cancel your Order if we do not meet the new deadline. This clause only applies if you are a consumer.

9.7 If you do choose to cancel your Order for late delivery/collection availability under clause 9.6 or clause 9.7, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you/collected by you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

10. INTERNATIONAL DELIVERY

10.1 This is available by special arrangement only for showroom sales only. Please contact us to discuss your requirements.

11. PRICE OF PRODUCTS AND DELIVERY CHARGES

11.1 Any prices quoted by the Company are valid for a period of 30 days from date of quotation (or that of the validity period stated on your quotation) and may thereafter vary and be subject to change.

We take all reasonable care to ensure that the prices of Products are correct when we quote you. However, please see clause 11.5 for what happens if we discover an error in the price of Product(s) you ordered.

11.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

11.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your

order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

11.4 Any delivery charges will be quoted on your order. We can offer special delivery services, such as timed delivery or delivery on a specific date. You can also collect your goods by prior arrangement direct from our showroom. We reserve the right to retrospectively charge you unforeseen charges related to the safe and successful delivery of your products, such as parking fees, not anticipated. Also see clause 9.

Please contact us via email at sales@charismabathroom.com or 01799 528770 to discuss your requirements and for a quotation.

11.5 We sell multiple products from many suppliers and some with only minor differences. It is always possible that, despite our reasonable efforts, some of the Products may be incorrectly priced on our quotes. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order.

We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

12. HOW TO PAY

12.1 You can pay for Products using a debit card or credit card in person or over the phone, by BACS transfer, PayPal, in person by Cash, or by cheque. Cheques must be received and cleared before any goods can be dispatched/made available for collection or advised lead times start to apply. Cheques should be made payable to Charisma Bathrooms Ltd.

12.2 Payment for the Products and all applicable delivery charges are required in full and in advance at the time of the order, if under £1000.00 including VAT.

12.3 Orders over £1000.00 require a 50% deposit at the time of order with the balance being settled before delivery.

12.3 On occasion special terms may be agreed and these will be detailed on your quotation and order confirmation.

13. INSPECTION OF GOODS AND DAMAGE

13.1 On delivery of the Products by either our nominated carrier, our own transport, or any method you arrange for collection yourself, you must:

(a) inspect the Products for any defects, missing parts or items, damage, anything unsatisfactory in respect to the quality of the Products and to ensure that the Products are as described; and

(b) notify us pursuant to clause 1.2 (if you are a consumer) or clause 19.3 (if you are a business) of any such defects, missing parts or items, damage, unsatisfactory quality or mis-description of the Products, within a reasonable period of time from completed delivery of the Products to you (in accordance with clause 9.3 of this Contract), provided always that you inspect the Products for delivery damage and notify us within 24 hours of completed delivery of the Products and any other defects notified to us no later than 72 hours after such delivery. In the event that there is evidence of damage to the Products delivered, the Products must be signed for and the damage noted on the delivery note by the person signing for the Products. Where damage caused by delivery is discovered after completed delivery, any damaged Products and packaging must be retained by you for subsequent inspection as part of any claim for the damage as notified to us.

13.2 In the event that you fail to comply with clause 13.1, you are deemed to:

- (a) have accepted the Products as delivered; and
- (b) agree and acknowledge that the Products conform in all aspects to the quality and description as provided by us,

And you shall not be entitled to claim any refund, exchange or return in respect of the Products.

13.3 This clause 13 shall not apply to any latent or inherent defects that would not have been apparent on a reasonable inspection of the Products. Nothing in this clause 13 shall prevent a consumer from cancelling the Contract under clause 8.

14 MANUFACTURER GUARANTEES

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

14.2 If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15 OUR PRODUCT WARRANTY

15.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.2

15.2 The warranty in clause 15.1 does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.
- (f) the goods are 'sold as seen' due to being returned stock or discontinued items.

15.3 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

16. OUR LIABILITY IF YOU ARE A BUSINESS

16.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

16.2 Subject to clause 16.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or

(f) any indirect or consequential loss.

16.3 Subject to clause 16.1, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

16.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

17. OUR LIABILITY IF YOU ARE A CONSUMER

17.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

17.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

18. EVENTS OUTSIDE OUR CONTROL

18.1 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 an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

18.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

18.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

18.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

19. COMMUNICATIONS BETWEEN US

19.1 When we refer, in these Terms, to "in writing", this will include e-mail.

19.2 If you are a consumer you may contact us as described in clause 1.2.

19.3 If you are a business:

(a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting or if sent by e-mail, one business day after transmission.

(c) 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 specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20. OTHER TERMS OF IMPORTANCE

20.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you in writing if this happens.

20.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 15 to the recipient of the gift without needing to ask our consent.

20.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.

20.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

20.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

20.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by

and construed in accordance with the law of England and Wales.

20.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

21. INSTALLATION AND DESIGN

21.1 We can provide you with details of local installers we have worked with to fit and install the products you have purchased from us.

21.2 Should we supply you with the name of a plumber/installer this does not constitute a formal recommendation. We advocate that you always take up their references.

21.3 We also recommend that you check that your appointed installer confirms that they adhere to all current water and building regulations during installation.

21.4 We are not liable for any products ordered that do not fit in the required space or area, if you have provided the measurements to us in good faith yourself.

We strongly recommend that we do a site visit to help you correctly specify and design your bathroom, or you use a professional in this area.

If we have incorrectly advised a wrong size product after a site visit, you will not incur additional charged and will be entitled to a full refund as detailed in clause 8.6.



Charisma Bathroom Ltd. 2016