## Terms and Conditions

## - Terms and Conditions of sale

**General** –The terms US, WE, OUR refers to Home Wellness trading as Passion Spa. The terms YOU and YOUR, refers to you as the buyer.

Outright Purchase – All hot tub orders require a deposit to be processed. Deposits are refundable should you change your mind before delivery of the product but not after. The balance of the order must be paid to us as cleared funds prior to the delivery of the product to your property.

We accept bank transfer, debit and credit card when paying by debit or credit card payment must be made at least 4 days prior to the delivery date as this allows for the funds to clear into our bank.

Cancelation and returns – You have the right to cancel your order at any time after you have placed your order and up to 14 days after delivery. You have a further 14 days from notifying us to return the goods. The goods must be returned in their original condition, original sealed packaging and they must be unused. You do not have the right to cancel an order for goods that have been manufactured or customised specifically for you. You must notify us in writing, via email or by post to our usual address the reason for the return. The cost associated with returning the goods shall be your responsibility.

You have a further 14 days from notifying us to return the goods. The goods must be returned in their original condition, original sealed packaging and they must be unused. You do not have the right to cancel an order for goods that have been manufactured or customised specifically for you. You must notify us in writing, via email or by post to our usual address the reason for the return. The cost associated with returning the goods shall be your responsibility.

**Delivery and Installation** – Delivery dates are approximate and not guaranteed. Delivery times may vary due to factors outside of our control and we cannot be held responsible for these factors.

No compensation will be considered or paid in relation to late delivery of goods. Our term Standard Delivery and installation means a two Person delivery team will transport the product to your property and position the product to the final location as pre-agreed using our standard hot tub spa Dolly and Kart.

If you have taken the full installation option, we shall fill the hot tub and fit any additional items as agreed. We will connect the hot tub to the existing power supply that you have provided unless otherwise stated. Additional costs for hire of equipment or plant will be the responsibility of you.

If any other lifting devices are to be used other than our own, all responsibility and insurances will be covered by others and/or the contracted lifting company.

**Faulty Goods** – You have an early right to reject goods that are unsatisfactory quality, unfit for purpose or not as described.

All Defects must be pointed out immediately on the day of delivery. If you are not satisfied with the product it is your right to have the hot tub returned while our team is on site. The costs to return Items that arrived damaged, faulty or not as described are not your responsibility.

We do not accept any liability to remove the Hot Tub Once accepted commissioned and set to work.

Chemicals and water management – All hot tubs supplied by us will be issued with a Chlorine sanitising water kit. Should you change your chemicals to Bromine or any other chemical then this may affect the validity of certain warranty claims due to the aggressive nature of Tri- Chloromines ETC. In addition, warranty claims due to poor water management and scale issues will not be considered as a warranty issue.

Where you have work performed by others that is not provided for in this contract we do not guarantee or warrant such work and we shall not be held responsible for such work or for loss or damages which may result from them We are not responsible for providing any electrical connection service outside of that described in our pre-delivery guide. You must use a professional registered electrician for all new electrical installations. You should receive a certificate for these works and must ensure compliance with the goods manufacturer's electrical instructions and specifications.

Any Referrals we offer are given as a professional courtesy only. The seller is not responsible for any conduct or service provided by these referrals.

**Warranties** – All new Hot Tubs will be supplied with a Manufacturer's warranty. The period of this warranty can be different depending on the specific make and Model. The details of these specific limited warranties are explained within the warranty certificate available on request and as supplied to you at the point of order.

If you feel a warranty claim is needed then we request that you contact us directly. We reserve the right to replace or repair any defective item under the terms of the warranty. No costs will be incurred by you for labour or call out fees in the event of a valid warranty claim. We reserve the right to make a

charge for labour and travel should we a warranty claim be non-valid. Examples of a non-valid claim may include but are not limited to; you not maintaining or operating the product as per the manufacturer's instructions or through user error and your failure to refer to operating manuals of the product. Water quality issues and scale formation are not considered as a warranty issue and is the sole responsibility of you unless otherwise stated.

You are responsible for ensuring that adequate access is made available for any warranty works that may need to be undertaken we will not be responsible for any cost or removal of any items needed to gain access to the hot tub. Nothing in these terms and conditions effect your statutory rights.