

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE, YOU ARE AGREEING TO COMPLY WITH THESE TERMS AND CONDITIONS

General Information

Owner of Website: Hydros pas Ltd.

Registered in: England & Wales

Registered Address: 23-27 Brighton Road, Worthing, West Sussex BN11 3EF

Registered Number: 15478137

Telephone: 01903 255 490

1. Introduction

1.1 You will be able to access most areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check this Website from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If you do not wish to accept any new terms and conditions after we have given notice, you should not continue to use this Website.

1.3 If you have any concerns about material on our site, please contact us by email at info@hydros pas.co.uk

2. Ordering From Us

2.1 You are deemed to place an order with us by ordering via our online checkout processor in store. As part of our checkout process you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

2.2 Our acceptance of an order takes place when we despatch the order or send you confirmation by email. When we despatch the order or send you confirmation by email the purchase contract will be made and you will be charged, unless we have notified you that we do not accept your order or you have cancelled your order.

2.3 We may refuse in our discretion to accept an order:

- (a) where we cannot obtain authorisation for your payment;
- (b) if there has been a pricing or product description error; or
- (c) if you do not meet any eligibility criteria set out in our terms and conditions. term>
- (d) services or information ordered by you are not available;
- (e) where goods, services or information ordered by you are not available;
- (f) if we do not deliver to your area;

Where we do not accept your order but have processed your payment, we will re-credit your account without any amount deducted by us from your debit or credit card as soon as possible, but in any event within 30 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment.

3. Pricing

3.1 All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

4. Delivery

4.1 We will deliver goods ordered by you as soon as possible to the address you give us for delivery, but in any event within 90 days of your order.

4.2 If the goods we deliver are not what you ordered or are damaged or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing, at our contact address, of the problem within 10 working days of the delivery of the goods in question.

4.3 If you do not receive goods ordered by you within 90 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 10 days of our maximum delivery period of 90 from the date on which you ordered the goods.

5. Product Liability

5.1 If you notify a problem to us under this condition, our only obligation will be, at your option:

(a) to make good any shortage or non-delivery

(b) to replace or repair any goods that are damaged or defective; or

(c) to refund to you the amount paid by you for the goods in question in whatever way we choose.

5.3 Save as precluded by law, we will not be liable to you for any in director consequential loss, damage or expenses (including loss of profits, business or goodwill) how so ever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 5.3(c) above.

5.4 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We will not be liable for consequential losses where you have not kept those costs to a minimum. You should contact us in advance before incurring any such costs.

5.5 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

6. Cancellation of Contracts For Goods And Returns Policy – For Consumers Only

6.1 This section applies to consumers only (and not to businesses or other organisations) who order goods

6.2 If you wish to cancel your order:

(a) you can notify us by email to info@hydrospas.co.uk before we have dispatched the goods to you; or

6.3 You can return goods you have ordered from us for any reason at any time within 14 days of receipt for a full refund or exchange. The costs of returning goods to us shall be borne by you, the cost of returning large items would be quite expensive e.g., £400 for hot tubs and £800 swim spas

6.4 Upon receipt of the goods, we will give you a full refund of the amount paid or an exchange credit as required, less (if for any reason these costs have not been paid by you) the costs of delivery to us.

6.5 The rights to return the goods to us as referred to in clause 6.3 will not apply in the following circumstances: -

* In the event that the product has been used

* To any products that we have made or customised specifically for you the provisions of this clause do not affect your statutory rights.

7. Licence

7.1 You are permitted to print and download extracts from this Website for your own private use on the following basis: (a) no documents or related graphics on this Website are modified in any way; (b) no graphics on this Website are used separately from accompanying text; and

(c) any of our copyright and trade mark notices and this permission notice appearing on all copies.

7.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms and conditions, any use of such material other than in accordance with this clause for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your permission to use such material automatically terminates and you must immediately destroy any such material.

7.3 Subject to this clause, no part of such materials maybe reproduced, displayed, modified, sold or stored without our prior written permission.

7.4 Any rights not expressly granted in these terms are reserved.

8. Service Access

8.1 While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if or any reason this Website is unavailable at any time or for any period.

8.2 Access to this Website maybe suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

9. Visitor Material And Conduct

9.1 Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. We and our nominees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

9.2 You are prohibited from posting or transmitting to or from this Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

(b) for which you have not obtained all necessary licences and/or approvals;

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

9.3 You may not misuse the Website (including, without limitation, by hacking, impersonating any person or entity or falsely misrepresent your affiliation with a person or entity, 'stalk' or harass another or collect or store personal data about other users).

9.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of these terms and conditions.

9.5 It is your responsibility to determine that your input in to our site, including use of any chatroom areas of our site, including your choice of your username, conforms to the above conditions.

9.6 If you notice any content which breaches these conditions, please notify us by email to info@hydrospas.co.uk

10. Links To And From Other Websites

10.1 Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or

any results that may be obtained from using them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk.

10.2 If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Hydrosplas logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that we are endorsing any products or services other than our own;
- (d) you do not misrepresent your relationship with us nor present any other false information about us;
- (e) you do not otherwise use any Hydrosplas trademarks displayed on this Website without our express written permission;
- (f) you do not link from a website that is not owned by you and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

We expressly reserve the right to revoke the right to link to this Website for breach of these terms and to take any action we deem appropriate.

11. Registration

11.1 To register with www.hydrosplas.co.uk you must be at least 18 years of age.

11.2 Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your username and password with any other person nor with multiple users on a network.

11.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

11.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

12. Disclaimer

12.1 While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website. We may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and we make no commitment to update such material.

12.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this Website.

13. Liability

13.1 Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

13.2 In no event (including our own negligence) will we be liable for any:

- (a) economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- (b) loss of goodwill or reputation;
- (c) special, indirect or consequential losses; or
- (d) damage to or loss of data (even if we have been advised of the possibility of such losses).

13.3 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

13.4 You agree, on behalf of yourself and your business entity or organisation, jointly and severally to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this Website or our services, or the use by any other person using your registration details.

14. Governing Law And Jurisdiction

14.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you, save where you have legal rights to bring any claim in respect of such a dispute in any other jurisdiction. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

14.2 We do not warrant that materials, services or information for sale on the Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If you access this Website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

15. Guarantee, Warranties and Limitation of Liability

15.1 All products offered for sale by the Company are in their opinion, suitable for domestic use and are covered by the original manufacturer's guarantee, which is fully supported by the Company and does not limit the Customer's statutory rights in law.

15.2 The guarantee in clause 10.1 is made subject to the following Conditions:

- (a) The Goods must not have been neglected, modified, repaired by anyone other than the Company or its agents or be used for commercial purposes in any manner whatsoever.
- (b) The Goods must be installed by suitably qualified personnel in accordance with the company's or manufacturer's installation instructions.
- (c) The Goods must have been properly maintained and serviced by suitably qualified personnel as recommended by the Company or manufacturer and only parts produced by the manufacturer of the Goods have been fitted to the Goods.
- (d) The guarantee does not apply to pipe work or to equipment not supplied by the Company.
- (e) Any equipment, part or component repaired or replaced under this guarantee will be covered for the balance period of the original guarantee.
- (f) Any defect shall be notified to the Company in writing as soon as possible after it becomes apparent.
- (g) The Goods must have been paid for in full.
- (h) The customer has completed and returned to the company either the warranty card within 15 days of purchase.

15.3 The guarantee may be transferred to a subsequent purchaser only with the prior written agreement of the Company.

15.4 The company reserves the right from time to time to contact the customer or end user who have freely provided their information with details of any services or updated information that the company feels will be of benefit to the customer or end user.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO CONDITIONS 10.5 to 10.8

15.5 The guarantee does not cover any costs incidental to the replacement or repair of the Goods,

including without limitation the cost to the Customer of returning Goods to the Company, the delivery to the Customer and installation of replacement Goods.

15.6 Except as provided in these Conditions all warranties, Conditions (except as to the Company's title to sell Goods) and statements, express or implied, statutory or otherwise or contained in any literature concerning the Goods, are excluded.

15.7 Except as provided in this clause 10 the Company shall not be liable for any loss or damage whatsoever, whether in contract, (including negligence) or otherwise and including, without limitation, loss or damage caused by or arising out of any failure or any defect in the Goods, or for any loss or damage caused by or arising out of the use of the Goods.

15.8 The Company, its directors or employees shall not in any event be liable or responsible for any indirect, incidental or consequential loss or damage including loss of use, revenue, goodwill, or profit, loss or damage to property, however caused.

15.9 The limitations and exclusions contained in clauses 10.6 and 10.7 shall not apply to:

- (a) Death and/or personal injury caused by negligence and/or
- (b) Damage caused by any defect in the Goods (and 'damage' and 'defect' shall have the same meaning as in the Consumer Protection Act 1987).

These Terms & Conditions were last updated on 3 June 2024