

The Essex Bathroom Company

Terms and Conditions

Design

1.All design images you have been supplied with are only a visual representation of your bathroom and its products. They are not intended to be, nor are they, an exact likeness.

Payment

1.When your bathroom installation is booked you will be sent an invoice along with a payment structure. Our payment structure is as follows.

50% deposit to be made by 10 working days prior to commencement of works.

25% stage payment to be made by day 5 of works.

25% final payment to be made by 2 days after completion of works.

2.When you book your installation you agree to conform to the payment structure. Please note any failure to make these payments may cause a delay to the installation programme and/or a delay or suspension of works.

3.All products and materials remain the property of the company until the balance is paid in full.

4.Any requested additional works will be charged at £65 per hour (plus VAT) or a separate quote will be supplied as required.

Product

1.Due to tile or flooring cuts and patterns, styles and sizes, quantities of tiles are estimated only. In the event additional tiles or flooring are required these products will be charged as per your original quotation.

2.In the unlikely event that you encounter a problem with any product supplied, please contact us immediately and we will assess if the problem is covered by our workmanship guarantee or is due to a manufacturing fault, in which case a replacement can be sought from them direct.

3.Your invoice lists all products to be ordered on your behalf please take time to check the list thoroughly before the start of the works. If wish to make changes or additions to the items listed during the course of the works, this will be treated as a new order for which payment is required and may not arrive within the timescale of the original order.

4.Any 'Special Order' products will be pointed out to you during the quoting process. These products are made individual to your specification and as such we are unable to accept any changes, cancellations or returns if the manufacturing of the order has been processed. This does not affect your statutory rights.

5.If an item is ordered and you later decide it is not required, an invoice will be raised to cover the manufacturers re-stocking fee (30%) and any collection or delivery charges.

6. In the unlikely event you experience any product related problem after installation you MUST contact us first. Failure to do so will invalidate your guarantee. For the avoidance of doubt, we will not be liable for any third-party costs unless we have expressly agreed to them in writing (an email from us being sufficient in such circumstances).

7. Product cleaning guidelines must be followed to ensure longevity of use. Aggressive cleaners will cause damage to the chrome long term and void any manufacturer warranties. Products must be returned to the showroom for manufacturer tests to be carried out. Replacements can be installed during the processing of the tests and a refund will be issued should tests confirm the product is faulty.

Supply Only

1. It is your responsibility to ensure the delivery address is ready and able to accept delivery of the product, in particular that there is space for any delivery vehicle to make the delivery.

2. All deliveries to your home must be signed for. In the event any product is missing from a delivery it MUST be reported to us within 24 hours for us to resolve the matter with the manufacturer and arrange a replacement.

3. Any deliveries will be arranged for an a.m. or p.m. slot. Preferences will be considered but cannot be guaranteed.

Customer Supplied Materials

1. When supplying your own materials for a project you must ensure that all products/materials are on site for the start of the project. Failure to do so may result in a delay to the project and subsequently additional charges due to lost labour.

Installation

1. Any product delivered to your home and noted by you as damaged MUST be reported to us within 72 hours of delivery and will be dealt with under the manufacturer's warranty. A sound replacement will then be sourced as swiftly as possible.

2. We shall have no liability to you in respect of any delay or failure to deliver a product due to circumstances beyond our reasonable control, including (without limitation) delay or failure caused by adverse weather, strikes or transport problems.

3. We will dispose of anything left in the bathroom, so please ensure before we arrive that you remove any fixtures or fittings you wish to keep or reuse.

4. We will take reasonable care however, during the removal of your old bathroom there is a chance while removing old tiles and loosening old plaster that the vibrations may cause cracking to other walls close by. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration. During this process, and throughout the installation the utmost care will be taken to ensure that the risk of damage is minimal.

5. We will need to easily access your water tanks and get above the bathroom itself to install any extractor fan or lighting. It is your responsibility to ensure such access is clear and safe for us to enter. In the event you are unable to achieve this we will do so on your behalf. This clearance work is charged for at the hourly rate of £40 (ex VAT). This will be an extra charge, not included in your original quotation.

6. Measurements are taken from your original space and we cannot be liable for any changes in size caused by the removal or extensions which cause additional space e.g. lowering of floors, extending ceilings, bricking up a window etc. Should additional work be required due to these changes an amendment to the original quote will be required. You are required to inform us of these changes at least 7 days before install commences.

7. We will take reasonable care however, when we lift floorboards there is a possibility that the plaster on the ceiling below may crack and, in some cases, leave fixings visible, like nails and screws. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration. Again, during this process, and throughout the installation the utmost care will be taken to ensure that the risk of damage is minimal.

8. During installation, carpets in high traffic areas for bathroom access are always protected with a sticky plastic covering, unfortunately there is no such protection for walls. We will always take the utmost care when in your home, however, when handling large heavy items upstairs and through hallways minor damage, such as chips or scuffs, may occur. If this does happen, we'll repair the area ready for you to arrange suitable re-decoration.

9. As standard we conceal all pipe-work and shower-valves in the walls which creates a clean and professional finish to your bathroom. As this detail increases the risk of damage to nearby walls, should you wish to avoid this possibility altogether please let us know prior to work starting. We will then either leave pipe-work visible, fit pipe-boxing and likely use surface mounted shower-valves.

10. When installing a shower booster pump, pump manufacturers require a minimum of 50 gallons stored water to prevent the pump running dry. In the event you have insufficient capacity in your water tanks to support the use of your required pump we will quote to provide this additional capacity, if required, during installation. In the event you do not wish to have this work carried out, we will be unable to install the shower booster pump.

11. While we are working within your home, we will need to close water supplies to the bathroom. If your isolation valves, such as stopcocks, are poorly maintained and have ceased to open or close, they will need to be replaced for work to continue. These will be priced separately as an extra charge, not included in your original quotation.

12. On occasion when removing tiles and coverings from walls certain situations (such as when lathe and plaster are revealed) will mean that further works will be required to make surfaces suitable to finishing. In these circumstances additional charges will be incurred.

13. If walls are having extensive (i.e., thick) plastering work carried out we will need to allow sufficient drying time before tiles are added. We will advise you accordingly in the event this becomes an issue or should an extension in estimated finish time be required (this additional time will be exempt from our £100 overage promise). We require our drying times to be adhered to in order for our Workmanship Guarantee to remain valid.

14. When installing your lighting it is likely that our electricians will have to remove loft insulation. This insulation will be left off after lighting is installed in order to prolong the life of the bulb and prevent overheating.

15. All of our electricians are fully qualified and NIC registered, and in order for them to sign-off works carried out on your property they have to conform to wiring regulations (17th edition). If you require any additional works these will be priced separately and if undertaken, you will pay your electrician directly e.g., insufficient earthing or no RCD protection on the board. REMEMBER; regulations are there to protect you and your family.

16. You are advised that extensive works and/or modernising of your bathroom could lead to problems with your heating system particularly if it is old and/or poorly maintained.

17. You are required to provide us with information about your heating system e.g., age, maintenance dates and type of system, before work commences to try to avoid issues when re-filling the system following works carried out.

18. Any modifications or upgrades to your heating system required to eradicate any problems, are not included in your original quotation.

19. Should modifications, additions or changes to your heating system, quotes can be obtained for works required.

20. To minimise the unnecessary transportation of cardboard and plastic waste, we will bag all such waste for it to be taken with your other recycling on your usual council collection day.

21. We always use the very best tile adhesive and although flexible sometimes cracks can appear in grout lines (only applicable on wooden floors), due to natural movement. We allow for this by 'plying' the floor and using flexible adhesive as standard. In such circumstances we cannot guarantee that cracks will not occur.

22. If carpets are lifted then re-laid, they can sometimes have a baggy look about them, although this should settle down after a week or so. In the event they do not resettle, we advise you to employ the services of a professional carpet fitter who will stretch them in to place correctly.

23. In the unlikely event you experience any workmanship related problem after installation you MUST contact us first. Failure to do so will invalidate your Workmanship Guarantee. For the avoidance of doubt, we will not be liable for any third-party costs unless we have expressly agreed to them in writing (an email from us being sufficient in such circumstances).

24. All due care and consideration will be made to ensure safe keeping of pets but you are responsible for ensuring that measures are in place to safeguard them from injury or escape. We cannot be held responsible if an accident or escape occurs.

General Terms and Conditions

1. Under the Consumer Act 2015 you reserve the right to cancel any agreed services or sales contracts up to 14 days from signing the contract.

2. In the unlikely event of you deeming our work below the standard outlined in any agreements or contracts made, you have the right to request a 'Repeat Performance' under the Consumer Rights Act 2015. Where a repeat performance is not feasible, a price reduction can be arranged instead.

3. As providers of bathroom goods and products, we ensure our goods are of satisfactory quality, fit for their particular purpose, match descriptions or samples and are correctly installed (where agreed as part of the contract).

4.If goods provided by the Company do not meet the points outlined in the 2015 Consumer Act, on account of being faulty or provided through poor service, you have the right to tiered remedies.

5. 30-day short-term right to reject where a full refund can be sought. Refund must be given within 14 days of it being agreed (this right does not apply to faulty installations).

6.If you choose not to exercise the above right, or are outside the 30 days, you are entitled to claim for a repair or replacement.

7.If a repair or replacement is not available you have the final right to reject the goods.

8.If faulty goods caused additional damage to persons or property, you have a right to final compensation.

9.If a defect in faulty goods is discovered within 6 months and you ask for a repair, replacement or price reduction or even the final right to reject, it will be assumed that goods were faulty at the time of delivery. After 6 months, you must prove this is the case.

10.Our workmanship guarantee is 12 months. The guarantee is not transferrable following a house sale.