TERMS & CONDITIONS

CONTENTS

- 1. Purchasing a Product
- 2. Product Descriptions
- 3. Payment and price
- 4. Delivery information
- 5. Trade account information
- 6. Returns and exchanges
- 7. Damaged goods and missing items
- <u>8. Product guarantees</u>

1. Purchasing a Product

When you buy from us, it's vitally important you don't schedule any installation work until your products have arrived and have been checked. In the rare case that there is an issue with your order, either in terms of the product or delivery, we don't want you paying unnecessarily for a plumber or fitter. Any good plumber or fitter should happily make a quick visit to ensure all your products are present and correct before starting any work.

The following terms and conditions apply to all transactions on Southeastsanitaryware.co.uk. When you place an order, this indicates that you have accepted these terms and conditions. Please read them carefully and print a copy for future use. Before placing an order you will be asked to agree to these terms and conditions. If you refuse to accept these terms and conditions, you won't be able to order any goods from our site.

We'll treat each order for goods as an offer by you to purchase the goods subject to these terms and conditions.

IF YOU'RE A CONSUMER

To order goods through this website you must be at least 18 years of age and accept delivery within the UK.

IF YOU'RE NOT A CONSUMER

You confirm that you have authority to bind any business on whose behalf you use this website to purchase goods. These terms and conditions and any document expressly referred to in them constitutes the entire agreement between you and VictoriaPlum.com and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. 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 and conditions or

any document expressly referred to in them you and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this contract.

It's important that you do not schedule or commence any installation work until your goods have arrived and have been checked.

VictoriaPlum.com is an online retailer. This means we don't have any showrooms and we don't allow collections or returns in person to our warehouse.

By using this site, you agree to these terms of use. If you don't agree to these terms, you may not use this site. KLB Bathrooms Ltd reserves the right, at any time, to modify, alter, or update these terms of use.

ORDER ACCEPTANCE AND PROCESSING

Your order is accepted and a contract is formed between southeastsanitaryware.co.uk and you when we deliver the goods you have ordered and not before. A contract is not formed at the point in time that payment has been taken from you by kbl-bathrooms.co.uk, nor at the point in time that you receive an email from klb-bathrooms.co.uk acknowledging receipt of your order. Until the goods are delivered, the order may not be accepted by klb-bathrooms.co.uk or may be cancelled by you. Any email or other acknowledgement of your order is simply to report that your request has been received and will be looked at, and does not in any way represent acceptance of your order regardless of any wording on the email. klb-bathrooms.co.uk reserves the right, at any time prior to acceptance, to refuse any order or any part of an order, or to require further or better information to enable it to evaluate and/or process the order.

In addition, for saving and accessing order agreements, we store the contract's content and send you the details of your order as well as our general terms via email. You can find the terms here at all times. Details about your recent orders can be found using your customer login.

2. PRODUCT DESCRIPTIONS

All images, descriptions, specifications and advertising on our site are for the sole purpose of giving an approximate description of the goods. All specifications given to the customer are approximate and intended as a guide only. We endeavour to ensure all product descriptions are correct and updated if neccesary, but advise customers to seek technical advice from qualified sources prior to ordering products and any work to be carried out. Whilst we make every effort to place images of products that match the likeness in person, there could be slight variations in the colour due to the process images go through when taken.

Please note that certain products such as bathroom furniture may need some alteration to meet your specific requirements, such as pipework, space constraints and designs. Any such alterations are carried out at your own risk,

and the resulting alterations may mean your product guarantee is no longer valid.

If you are purchasing tiles and borders, we advise you to buy them from the same range. The tiles may be sourced from different suppliers which may result in a slight variation in size and colour.

3. PAYMENT AND PRICE

We reserve the right to make adjustments to the price of goods stated on the website from time to time to counteract any increase in our suppliers' prices or an increase in any government taxes or duties.

The prices for the goods ordered by you will be as quoted during the ordering process. The price of the goods 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've already paid for the goods in full before the change in VAT takes effect. The price of the goods does not include delivery charges. Our delivery charges are as advised to you during the checkout process, before you confirm your order. To check our current delivery charges, please refer to our delivery page.

If we discover an error in the price of the goods you've ordered, we'll contact you to inform you of this error and give you the option of continuing to purchase the goods at the correct price or cancelling your order. We won't process your order until we have your instructions. If we're unable to contact you using the contact details 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 been recognized by you as a mispricing, we don't have to provide the goods to you at the incorrect (lower) price. We ask that all goods be paid for on completion of order and that all funds are cleared prior to delivery. We accept most major credit and debit cards such as Visa, Mastercard, American Express and Maestro. On the order you must provide us with your exact billing address and telephone number - the address and telephone number your credit card bank has on file for you. Incorrect information will cause a delay in processing your order.

WE ACCEPT

If there is a pricing error on the website or in our printed catalogue(s) then klb-bathrooms.co.uk will not have to proceed with any orders made at that price. We only accept debit/credit card payments from cards registered to an address within the UK.

4. DELIVERY INFORMATION

CORONAVIRUS UPDATE

If you are expecting a delivery from us but are self-isolating due to Coronavirus, please let us know (if possible, at least 48 hours prior to your delivery date).

We have a range of options, which we hope will make your delivery as easy as possible. We can easily arrange for our delivery team to leave your products at your door or, if you prefer, we can simply store your products and move your delivery to a later date, whichever suits you best.

If our delivery team arrive at your property and you are in self-isolation because you are displaying possible symptoms of COVID-19, they will happily deliver to your door but will be unable to move the products into your property (no matter which service you have selected). If you give us notice that it is inconvenient for you to take delivery to your door at this time, a member of our Customer Care Team will contact you shortly afterwards to make alternative arrangements.

Unfortunately, if we have not been notified of your self-isolation before our delivery team arrives, we will be unable to offer a partial refund for any premium room of choice delivery which is then delivered to your door. By making this range of options available to you, we hope to keep as many deliveries on track and to offer support to those where delivery isn't suitable at this time.

OTHER DELIVERY INFORMATION

We aim to deliver most products within 7 working days if possible, however, some items may take longer. Please be aware that all delivery dates given are only and always a provisional timeline. Goods are subject to availability and delay in delivery of goods is sometimes outside of our control. All orders must be delivered within 28 days.

The delivery driver will contact you on the morning of the day of delivery to confirm your time slot either by telephone or text.

If you have any questions regarding your delivery please <u>contact us</u>. If there are any items on your order that are currently out of stock, then we will aim to deliver your order when these items are available. You will be notified of this via e-mail. However, if you would like the items in stock to be delivered immediately then please <u>contact us</u> and we will be happy to arrange this for you.

If we miss the delivery date for any goods, then you may cancel your order straight away if any of the following apply:

- (a) we have refused to deliver the goods
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances)
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential

If you don't wish to cancel your order straight away or don't have the right to do so, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we don't meet the new deadline.

If you do choose to cancel your order for late delivery, you can do so for just some of the goods or all of them, unless splitting them up would significantly reduce their value. If the goods have been delivered to you, you'll have to return them to us or allow us to collect them, and we'll pay the costs of this. After you cancel your order, we'll refund any sums you have paid to us for the cancelled goods and their delivery.

If our couriers turn up to your delivery address on your allotted day and within your allotted timeslot, but are unable to complete the delivery, we reserve the right to charge you an additional £34.99 redelivery fee for the rearranged delivery.

DELIVERY RESTRICTIONS

If you live in one of the following postcode areas, you can place an order online at klb-bathrooms.co.uk but won't be able to receive the items within the 2-5 days delivery time. Instead, you'll be contacted by e-mail or phone within 7 working days of placing an order online to arrange delivery. This is due to the proximity of the location and extra logistics involved:

- AB10-56
- BT (all)
- FK15-21
- GY (all)
- HS (all)
- IM (all)
- IV1-28, 30-32, 36, 40-49, 51-56, 63
- JE (all)
- KA6, 18-30
- KW (all)
- PA20-29, 34, 40-49, 60-78
- PH17-44, 49-50
- PO30-41
- SA19-74
- TR (all)
- ZE (all)

Deliveries to these areas may be carried out by a single person delivery service.

DELIVERY SURCHARGES

Reluctantly, due to the additional transportation costs involved, certain addresses may be liable to an additional delivery surcharge. A current list of areas where surcharges apply can be found on our delivery page.

PRODUCTS SUPPLIED DIRECT FROM SUPPLIERS

Where a product is delivered direct from a supplier, it will arrive separately to

the rest of your order via a specialist third party courier. There will be no additional charge on top of your total delivery cost (if applicable).

Third party couriers can only deliver to the kerbside and will be unable to move pallets or goods into your property. Pallet or packaging removal is also not available.

OTHER DELIVERY INFORMATION

We strongly advise you not to book your installers or engage in any preparatory work until in full receipt of your goods. If any item is out of stock, a KLB-Bathrooms.co.uk sales advisor will email or call to advise you of the expected delivery date.

If your order cannot be successfully completed due to you being unable to accept the goods on the date agreed, then a redelivery charge may be applicable. This cost would then be charged to you.

At the point of delivery of your order, please check your receipt and ensure that all the details are correct and all products ordered are with you and arrived un-damaged. If you are in any doubt, please contact us immediately as postal delivery changes take time and can be an inconvenience to you. If your item is not in stock, we will back order for you, or give you the option to cancel your order if you would rather not wait.

Please make sure you inspect your goods as soon as you receive them and let us know within 48 hours of receipt if an item is damaged, by contacting us. Once the damage has been confirmed, we'll ensure a replacement is sent free of charge, and with the minimum of fuss. If damaged items are reported over 48 hours but within the standard 28 days after receiving your goods, we'll be unable to offer a full refund but can offer to replace or exchange the product, damage reported after 28 days is not eligible for a refund or replacement/exchange.

As soon as we have delivered the goods to your door, you will be responsible for them. We'll only deliver to the address on the order and goods will not be left without a signature unless authorized by the person named on the order (unless you give us authorization to leave the delivery without a signature, a person aged 18 years or over must be available to sign for the order). From the time of receipted delivery of the goods, any loss or damage to the goods shall be at your own risk. You own the goods once we have received payment in full, including any delivery charges.

Please check your tiles carefully before fixing. Shade variation is a design feature of most of our tiles. If, for any reason, you aren't happy with the shade of your tiles, we cannot accept the responsibility after the tiles have been fixed. Fixing the tiles to a substrate means that you have accepted the tiles in their present state, so no refunds or replacements will be offered. Please ensure you're happy with the shade of your tiles before you start any project. Current delivery charges can be found on the delivery page.

If you have any concerns about any aspect of your delivery, please contact us.

5. TRADE ACCOUNT INFORMATION

TRADE ACCOUNT SCHEME

Applications to join our Trade Account Scheme will be accepted at KLB Bathrooms Ltd discretion. KLB Bathrooms Ltd reserves the right to refuse any application for any reason deemed appropriate.

GUARANTEED DISCOUNT(S)

We make being a Trade Account holder as simple as possible, that's why we give all Trade Account holders a no fuss 10% discount on all our products straight away, there are no tiers and no minimum spend. KLB Bathrooms reserves the right to amend this discount for certain branded products as and when is deemed necessary, this will be communicated via our website.

DELIVERY INFORMATION

If orders are confirmed before 2pm, they will be processed for delivery on the same day, orders made after 2pm will be processed for delivery the next working day. Trade orders may be delivered using a one person delivery service, so please ensure that assistance is available at the delivery address if required. Please note that all delivery dates given are only and always provisional. Goods are subject to availability and delay in delivery of goods is sometimes outside of our control, and we accept no liability whatsoever in respect to late deliveries and/or any costs incurred.

For all other delivery terms and conditions please see delivery information section above.

TRADE ACCOUNT PROMOTIONS

10% OFF ALL ORDERS

We currently offer 10% off all orders on all our products, all you need to do is sign up for a Trade Account and as long as we can verify the validity of the Trade customer, you will have access to this discount. For information on how to use, please visit our Help Centre Page.

OTHER DISCOUNTS

As a Trade Account customer, there will also be additional discounts available. These will be advertised on the trade portal main page.

OUR LIABILITY

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)
- d) defective products under the Consumer Protection Act 1987.

If you are acting in the course of a business, trade or profession (a business user) we shall:

- a) under no circumstances whatever be liable to compensate you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract. For the avoidance of doubt, we shall have no liability to compensate you in relation to your use of the Website or its content whether arising in tort (including negligence), contract, for breach of statutory duty or otherwise, except for any refund we make under any other agreement between us or otherwise at our discretion.
- b) Without prejudice, if you are acting as a business customer in your ordering and/or purchasing of Products, we accept no liability (whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise) for any of the following losses:
- Loss of profits, revenue, sales, income, or business
- Loss of savings
- Loss of use or production
- Loss of goodwill
- Business interruption
- Remedial costs if the Products are damaged or defective
- Damage to property or possessions through use or misuse of the products
- Loss caused by delay or other late performance
- Indirect or consequential losses
- c) Our total liability to you in respect of any other 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 you have purchased.

IF YOU ARE A CONSUMER:

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.

We only supply the products to you 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.

6. RETURNS AND EXCHANGES

RETURNS AND EXCHANGES

If you're unsatisified with your purchase, for any reason, we offer a 14 day noquibble returns policy and 28 day exchange policy. Return your product to us within 14 days of delivery and we'll refund you OR return it to us within 28 days and you can exchange it for another, more suitable, item. If you're simply returning an item or exchanging an item, please e-mail info@klb-bathrooms.co.uk.

ARRANGE YOUR RETURN

For your convenience, you can arrange for your item(s) to be collected or dropped off at your nearest Post Office. The service available to you will depend on the size, weight and type of the item(s) being returned. After 14 days, you won't be able to return your product for a refund, but you can exchange your product for another up to 28 days after receiving it (the replacement item must be of equivalent value to the original).*

*Collection & redelivery fees may apply. We can't accept returns or exchanges for products that have been used, installed or made-to-order. Retail customers only. Trade customers see <u>Trade Returns</u>.

RETURNING A PRODUCT FOR REFUND WITHIN 14 DAYS OF DELIVERY If you're returning a product for a refund within 14 days of delivery, you will be required to pay the transportation costs associated with the return. This will depend on the size, weight and type of item(s) being returned.

EXCHANGING A PRODUCT WITHIN 30 DAYS OF DELIVERY

If you're exchanging a product within 28 days of delivery, you will be required to pay the transportation costs associated with the return. This will depend on the size, weight and type of item(s) being returned.

JUST A FEW THINGS TO NOTE

With unwanted items, we're happy for you to unpack and inspect your items before using them, but if the products have been used or installed we won't be able to offer you a refund.

Returned items should be in resalable condition and packaged in their original packaging or, where this isn't reasonably possible, packaged in a condition suitable for transport by our couriers.

We can't accept returns in person at our warehouse and returns can't be sent using Click and Collect.

If there was a surcharge on your original delivery (due to additional transport costs), we'll have to apply a similar charge to your collection. This will be charged at the applicable rate at the time of collection.

We'll always try to issue refunds as soon as possible and, at most, within 14 days of receiving your returned items.

Made-to-order products are not included in either our 14 day returns policy or our 28 day exchange policy, and can only be returned if faulty or not made to the specification given at time of ordering.

Your statutory rights are not affected.

Find out more information about returns & exchanges at our returns page.

7. DAMAGED GOODS AND MISSING ITEMS

DAMAGED GOODS

Whilst all our products pass strict quality standards, on very rare occasions you may find an item arrives damaged.

It is vitally important that you open and inspect your products as soon as you receive them and report any damage to us within 7 days of receipt. Items that have been used, installed or made-to-order will not be accepted as damaged items.

- Damage reported within 48 hours = Choose a full refund or replacement
- Damage reported after 48 hours = We can no longer offer a full refund, but can offer a replacement if reported after 48 hours but within 28 days

The quickest and easiest way to report damaged items within 48 hours is via the create a return button above or to <u>contact us</u>. Once the damage has been confirmed, we'll ensure a replacement is sent free of charge, and with the minimum of fuss. If you'd prefer a refund, please <u>contact us</u>. The refund will be credited back to your original payment method as soon as possible. Made-to-order items will be inspected with you by our team upon delivery.

MISSING PARTS OR ITEMS

On rare occasions you may find a part or item is missing from your order. Please make sure on delivery that you inspect your goods as soon as you recieve them and let us know within 48 hours of receipt if any part or item is missing, by contacting us and quoting your order reference. Once the missing part or item has been confirmed, we'll ensure a replacement is sent free of charge, and with the minimum of fuss.

If a missing part or item is reported over 48 hours after receiving your goods, we'll be unable to send a replacement.

We're unable to offer you a refund on any missing part or item at any time.

8. PRODUCT GUARANTEES

GUARANTEES

The vast majority of KLB Bathrooms products come with a standard 12 month guarantee, however most products come with an extended warranty from the manufacturers themselves which are stated in the product page for each product.