

HGS Hot Tubs - Terms & Conditions of Sale

1. General

These Terms and Conditions override any terms or conditions proposed by the buyer unless specifically agreed in writing by HGS Hot Tubs and, together with the agreed price for the goods, constitute the entire agreement for the sale. The buyer will, however, be entitled, in addition, to the Manufacturer's Warranty as supplied with the goods but this will be effective only if the buyer has complied with all the terms and conditions of this agreement. For the purposes of these terms and conditions, spa describes both portable spas and hot tubs. The agreement concerns the retail sale of goods only for private and NOT commercial use by the buyer and is not concerned with installation, which is the sole responsibility of the buyer.

2. Quotations

Each quotation or proforma invoice will show the agreed price for the goods and any extras plus any delivery or set up charges and VAT, this will only remain valid for 7 days from the date of issue, unless otherwise stated.

3. Payment

All orders require a deposit of £500.00 or 10% whichever is the greater. Which, unless printed or noted as refundable as part of a special show promotion, remains non-refundable after 21 days. Orders are only valid when this deposit has been received as cleared funds. The balance must be paid by direct bank transfer 10 days prior to target delivery date or intended collection of goods. Where the balance is not paid, in breach of contract, HGS Hot Tubs shall be entitled to retain the deposit to offset any loss of profit and unnecessary costs incurred.

4. Delivery

Delivery or delivery and set up is not included in the price of the goods unless clearly stated. Any time or date for delivery is an estimate only and it is not the essence of contract and if the delivery is delayed, under no circumstances can compensation be considered or paid. If HGS Hot Tubs agree to delivery and on attending the site on the confirmed day, are unable to affect delivery due to a buyer being unprepared, a return visit to deliver the spa will incur a minimum cost of £250.00. If any cause outside of the control of HGS Hot Tubs makes it impractical for HGS Hot Tubs to complete the order, the right is reserved to refund all monies without any form of compensation.

5. Acceptance

The buyer will be deemed to have accepted the goods unless the buyer gives written notification of a defect by fax or email to HGS Hot Tubs within 24 hours of delivery. If upon inspection, HGS Hot Tubs finds that the complaint is justified, HGS Hot Tubs shall at its option either repair or replace the defective part of a product free of charge within a reasonable time and HGS Hot Tubs shall be liable for no other form of loss or compensation in that event.

6. Installation and Operating Requirements

The buyer should always observe the following installation and operating requirements and HGS Hot Tubs shall not be liable for any loss, whether direct, indirect or consequential, arising from any failure to do so. Buyers are advised to use a professional NICEIC registered electrician and must ensure compliance with the manufacturer's electrical instructions, requirements and electrical regulations relating to this type of installation. Buyers must ensure in the event of the spa, or its supply line, going to earth this will only trip the supply to the spa compliances which store data or are affected by a disruption of supply. The correct size fuse, 30 milliamp ELCB/RCD, the correct size of cable to suit the spa and the length of cable run, must be fitted to any spa installation.

Set up is not included in the price unless clearly stated. If set up by HGS Hot Tubs is undertaken, this can only take place when the following requirements are in place. There must be easy level access over hard (not soft) surfaces with adequate allowance for the spa on its transport trolley, width and length, as well as difficult corners. HGS Hot Tubs may then place the goods in the position as instructed by the buyer, thereafter its responsibility shall cease. **The customer will be responsible for having an electrician on site, at the time of, or shortly after delivery, to connect the spa to the electricity supply so that the hot tub can commission the spa whilst at the premises. Indoor use is at the buyer's risk and precautions must be made for leaks and access for the maintenance.**

Indoor use is at the buyer's risk and precautions must be made for leaks and access for maintenance. Portable spas and hot tubs are freestanding units and are not designed to be built into premises. Furthermore, spas should only be located on waterproof suitable flooring. A spa is a water filled vessel without an inbuilt drain.

spas can only be gravity drained slowly via a hose tail or pumped out with a submersible pump. Care should be taken to avoid drainage onto sensitive plants, ponds or running water containing fish or other life forms. Any vessel of this type could leak and cause damage with volume of water involved. While indoor spa location is not recommended, if the spa is located indoors or on a surface where damage could occur, it is the responsibility of the buyer to make provision for dealing with a leak and limiting the risk of damage. Floor drainage should be considered on indoor locations where splash or leaks could cause problems, which any spa located over a basement or not on a ground floor should be fitted with a suitable bund tank with drain which should be able to handle the eventuality of any minor or major leak. Leaks can cause damage to both finish and structure of the surroundings if provision is not made to avoid such occurrence. The buyer should note that all dimensions are approximate due to the variations in bespoke manufacture. Accordingly (although permanent fittings for spas are not recommended anyway) the buyer should not construct such fittings prior to delivery. HGS Hot Tubs are only supplied for light domestic use and are not commercial products. **For any warranty work, buyers must ensure the hot tub is accessible from all sides and there is adequate working space.**

7. Representations and Referrals

Whilst HGS Hot Tubs will use every endeavour to give helpful advice and guidance to the buyer, to enable the buyer to make an informed choice, such advice will be limited to generalities and HGS Hot Tubs cannot be liable for specific circumstances relating to the buyer's premises, intended use, or otherwise. **Referrals, for example, the name of contractors who may be able to carry out certain work, such as Cranes, Hi-abs and electricians are given as a professional courtesy only, and HGS Hot Tubs cannot be responsible for any conduct or service provided by such contractors.**

8. Specifications

If the manufacturer adopts any changes in construction or design of the goods to be supplied under the agreement, the buyer shall accept the goods so changed in performance of the contract provided that any such changes do not materially alter the functions or characteristics of the goods.

9. Operation and Maintenance

Neither HGS Hot Tubs nor the manufacturer can be held responsible for any adverse consequences to the goods, property or person arising from the buyer's failure to comply with the manufacturer's operating and/or maintenance instructions. Changes or alterations to parts or components are also at the buyer's risk.

10. Warranty Claims

All claims under the manufacturer's warranty should be directed to HGS Hot Tubs, quoting their order reference number, delivery date and model name as it appears on this order form. **At no time will HGS Hot Tubs or any of its suppliers be responsible for any consequential losses incurred by customers using HGS Hot Tubs for commercial purposes.**

11. Gazebos

Gazebos are only for the provision of a degree of privacy & shelter from the wind. They are not intended for use as dry rooms. Spa use requires a well-vented open wet place to allow ready air movement for splash and condensation to dry out. Gazebo design achieves this by avoidance of water repelling construction materials, the use of durable western redwood cedar, which 'breathes', and a well vented open structure. All spas must be on a water-proof loading bearing surface. As the tolerance of a wet place requires open slatted construction that allows for movement, water intrusion and dripping will occur when it rains in all types of gazebos that HGS supplies for hot tub use. Gazebos are supplied as sectional buildings for erection by the buyer. If a buyer instructs us to erect a gazebo, this can only be undertaken if a fully level base is ready for the gazebo to be placed on. It is the responsibility of the buyer as to the suitability of the base for the gazebo and its location.