BWT WEBSHOP T&Cs

CONDITIONS OF SALE ("CONDITIONS")

Bwtshop.co.uk is a site operated by BWT UK Limited ("we" or the "Company"). We are registered in England and Wales under company number 01386074, with registered office address and main trading address at BWT House, Coronation Road, Cressex Business Park, High Wycombe, Buckinghamshire, HP12 3SU. Our VAT number is 208758443.

To **contact us**, please email our Customer Services Team on *customerservice@bwt-uk.co.uk* or phone us on 01494 838100.

By placing an order, you confirm that you accept these Conditions. We recommend that you print a copy of these Conditions for future reference.

You can find everything you need to know about us and our products on our website at *www.bwt-uk.co.uk* before you order. We also confirm the key information to you in writing after you order, by email to the email or other address provided by you.

We try to acknowledge all orders

We use the email address provided to contact you to confirm we've received your order. If you do not receive a confirmation, please get in touch..

Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge you when you order

We will usually charge you when you place your order for Goods, unless otherwise indicated.

Rental of goods

Where indicated on the webshop, you may be able to rent the Goods instead of purchasing them. Where this is applicable, rental payments are due monthly in advance, with the first payment taken at the date of the order. There is no minimum rental term, so if you wish to cancel the contract, you can do so by contacting our Customer Service Team on *customerservice@bwt-uk.co.uk* or phone us on 01494 838100 giving one months' notice. We will notify you of any balance to pay or refund due to you.

We will contact you to arrange for a date when we can come and install the Goods. You may cancel your order and installation at any time prior to the expiry of 14 days from delivery of the Goods, but if you confirm in writing that you would like us to commence installation within this period, we may charge you for the cost of installation if you

then change your mind. Please see below under **If you are a consumer and bought online or over the telephone, you have a legal right to change your mind** for more information.

We will use the payment card used to place the order for your monthly rental payments or such other payment card as you may notify to us at any time.

We charge interest on late payments
If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of 3% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT
If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control
If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and will do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team on *customerservice@bwt-uk.co.uk* or 01494 838100 to end the contract and receive a refund for any products you have paid for in advance, but not received.

Products can vary slightly from their pictures
A product's true colour may not exactly match that shown or its packaging may be slightly different. All sizes, weights, capacities, dimensions and measurements indicated on our website or in our brochures are stated in good faith as being approximately correct and we don't accept liability for any deviations from them.

You're responsible for making sure your order is correct

The description of the products will be as specified on the offer page of our website and it is your responsibility to check that the products purchased are the same as you intended to order.

Delivery

Delivery will normally take place within the timescale estimated on the website, however please note that this is an estimate only. We will notify you of dispatch and inform you of any delays (see the above section "We're not responsible for delays outside our control").

All deliveries are made to the UK mainland only. We do not deliver to Northern Ireland, the Scottish Highlands and Islands, the Isle of Man, the Channel Islands, the Isles of Scilly, or any address outside the UK. If you have a query about delivery to one of these areas, please contact our Customer Service Team on 01494 838100.

If you are a consumer and bought online or over the telephone, you have a legal right to change your mind
For most of our products bought online or over the telephone including rental products and associated installation services, you have a legal right to change your mind about your purchase and receive a refund of what you paid for

it, including the delivery costs. This is subject to some conditions, as set out below.

The deadline for changing your mind.

- If you change your mind about **goods** you must let us know no later than 14 days after the day we deliver your product. If the goods are split into several deliveries over different days, the period runs from the day after the last delivery.

- If the goods are for regular delivery (for example, a subscription or rental), you can only change your mind after the first delivery.

- In the case of rentals, you can change your mind at any time by giving us 1 months' notice.

- If you want us to commence installation of the goods prior to expiry of the 14 days, you will still have the right to cancel the order for the goods within the period of 14 days from delivery, however if installation has already commenced, you will be liable to pay our standard installation fee.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team by email to *customerservice@bwt-uk.co.uk* or by phone on 01494 838100. You will then be given a returns reference.

You have to return the product at your own cost but please notify us first us that you have changed your mind before returning it. If your product is goods, you have to return it to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the product back to us, using an established delivery service to BWT UK Limited, Daimler Drive, Cowpen Lane Industrial Estate, Billingham TS23 4JD. If you do this, you should include the returns reference with the goods and keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, including our collection arrangements for goods which can't be posted, please contact our Customer Service Team.

We only refund standard delivery costs. We don't refund any extra you have paid for express delivery or delivery at a particular time.

We reduce your refund if you have used or damaged a product or to the extent another charge (such as installation fees) is outstanding from you. If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

When and how we refund you. If your product is goods that haven't been delivered or that we're collecting from you, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your product is goods that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.

You can end an on-going contract (find out how)

We tell you when and how you can end an on-going contract with us (for example, a subscription to goods or for rental products) during the order process and we confirm this information to you by email after we've accepted your order. If you have any questions, please contact our Customer Service Team on *customerservice@bwt-uk.co.uk* or by phone on 01494 838100.

You have rights if there is something wrong with your product

If you think there is something wrong with your product, you must contact our Customer Service Team on *customerservice@bwt-uk.co.uk* or by phone on 01494 838100. We honour our legal duty to provide you with products that are as described to you on our website and brochures and that meet all the requirements imposed by law. See our summary of our guarantee below. This does not affect your legal rights. For detailed information on your legal rights please visit the Citizens Advice website *www.citizensadvice.org.uk*.

Where we have arranged delivery transport, we will repair or replace Goods damaged or lost in transit to the place of delivery provided that you notify us, within 48 hours of such damage or loss by emailing us on *customerservice@bwt-uk.co.uk* or by phone on 01494 838100.

Summary of our guarantee

- We will (at our option) repair or replace the goods or, if this is not reasonably possible, will refund the price for the goods if they become faulty within the period of 5 years (for parts) from the date they are delivered to you or 2 years from delivery (for manufacturing defects).
- Within 7 days of becoming aware of any fault with the goods you should notify us by email at *customerservice@bwt-uk.co.uk* or by phone on 01494 838100 or by post to BWT House, Coronation Road, Cressex Business Park, High Wycombe, Buckinghamshire, HP12 3SU, within the warranty period.
- Our guarantee is subject to the following conditions:
    - You must have paid for the goods in full
    - If the goods are consumable or of an expendable nature, the guarantee will not apply
    - Any guarantee give regarding performance of the goods is based on the design parameters and water quality used at the time of the test
    - All guarantees given will only be operative and binding on us in the circumstances where (unless otherwise agreed in writing):
        - (a) the goods are at all times operated strictly in accordance with our user instructions and otherwise in accordance with good practice
        - (b) the goods have not been modified or altered except with our written consent
        - (c) we are given adequate time and opportunity to rectify any failure in performance of the goods.

We can change products and these terms

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the product.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the product or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: by email to *customerservice@bwt-uk.co.uk* or by phone on 01494 838100 to end the contract before the change takes effect and receive a refund for any products you've paid for in advance, but not received:

Substitute a product if the product ordered is not available.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a product. We do this to:

- deal with technical problems or make minor technical changes;
- update the product to reflect changes in relevant laws and regulatory requirements;

(see above under the section "We can change products and these terms").

We can withdraw products

We can stop providing a product, such as an ongoing subscription for goods. We will let you know in advance and refund any sums you've paid in advance for products which won't be provided.

We can end our contract with you

We can end our contract with you for a product and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due;
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

We don't compensate you for all losses caused by us or our products

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- **Caused by a delaying event outside our control**. As long as we have taken the steps set out above in the section "We're not responsible for delays outside our control".

- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to the products which you could have avoided by following our installation or usage instructions.

- **A business loss**. It relates to your use of a product for the purposes of your trade, business, craft or profession.

Where you are a business, our liability to you will not exceed the prices paid or payable by you for the goods or services purchased by you which are the subject of the claim. This limit shall not apply to limit or exclude any liability for death or personal injury caused by our negligence or any other liability which cannot be excluded or limited by applicable law.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: *https://www.bwt.com/en-gb/data-privacy/* or request a copy from our Customer Services Team by emailing us on *customerservice@bwt-uk.co.uk* or by phone on 01494 838100,

You have several options for resolving disputes with us

Customer Services Team. Our Customer Service Team: (available by email on *customerservice@bwt-uk.co.uk* or by phone on 01494 838100) will do their best to resolve any problems you have with us or our products.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this. We may not agree if we have reason to think that the contract may not be honoured or if we cannot verify the person's details. If we agree, we can require the new owner to prove you transferred the product to them.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn’t mean we can't do it later.