

W. S. Plastics Limited Terms and Conditions

Online Terms & Conditions

Please carefully read these terms and conditions below before placing your order. You should understand that by ordering products from <https://www.wsplastics.com/> you agree to be bound by these terms and conditions.

If you do not agree to these terms, you may not use this website.

W. S. Plastics Limited reserves the right at any time to modify, alter or update these terms and conditions. If you use this website you agree to be bound by such modifications, alterations, or updates. This does not affect your statutory rights.

Please note: These Terms and Conditions apply only to the consumer.

IMPORTANT GUIDELINES – PLEASE READ

1. All goods should be checked upon receipt and **notification of any damages or discrepancies should be received within 24 hours**. If you feel you do not have the ability to check for damages/discrepancies within this window, give us a call or sign for the items as damaged if you can't get through and report any issues to us in writing ASAP but within 14 days. Anything reported beyond the time frames mentioned above could affect your claim.
2. **Delivery dates are given in good faith but are estimates only and subject to change** based on information provided by the manufacturer. The seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
3. **Tradespeople and any preparatory work SHOULD NOT be arranged until goods are received** and checked for damages or discrepancies. We will not accept liability for any 3rd party costs incurred as a result of any delays in dispatch or incorrect fitments of ordered items. Please check all details prior to ordering to avoid these instances.
4. **Deliveries are kerbside only and will be made to the nearest hard road point**. For orders over 30kg in weight or orders containing bulky items you would require a minimum of 2 able bodied people present at the point of delivery.
5. **Carrier staff will generally be as helpful as possible. Unfortunately, however they are NOT covered to carry goods inside the property**. If a courier is helpful enough to bring an item inside the property it is done so at the customers risk, and it will be down to the customer to ensure proper floor/wall protection is in place prior to placing the items. Any property damage incurred as a result of bringing an item inside the property will not be covered by us, the manufacturer that supplied said items nor the courier that delivered them.

6. **Any advice given by our sales team is given in good faith** and is based on information provided by the customer at the time of the call and by the manufacturer product info provided. While our team is on hand to offer advice where possible, we cannot know what you require with 100% confidence. If there are questions about an order or fit that would influence a change in your order with us or any other party, we would advise seeking advice from a qualified individual who was familiar with the job at hand and could visualise any factor that would influence a purchasing decision.
 7. **Deliveries from the manufacturers we connect to are done so typically between 7 am and 6pm** and fulfilled either by their own dedicated service or 3rd party carriers i.e., Royal Mail, Parcel Force, FedEx, UPS, DPD etc. At times deliveries may arrive earlier or later depending on current service demand.
 8. **Carrier staff work to strict timelines and should not be held up unnecessarily.** If items cannot be delivered i.e., due to persons not being present at the delivery address or access outside the property is restricted, any additional delivery charges applied by the manufacturer will be chargeable to the consumer before a redelivery can be arranged.
 9. **Upon receipt, responsibility for these products passes on to you, and any risk of damage or loss is assumed by the customer.** We are not responsible for any goods received or unpacked by anyone other than the customer who purchased the goods, so please ensure that person is present to check and sign for the goods at the supplied delivery address.
 10. **We operate the standard UK returns policy.** You can cancel your order within 14 days of receipt and then you have another 14 days to return the item to us. For the return of any goods, the return must be accepted by us prior to sending said item or arranging a courier to collect said item. Unwanted items are to be returned to us at your own cost. If items are received after 14 days from confirmation, we will not be able to accept the return and a refund will not be offered.
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FULL TERMS & CONDITIONS (ONLINE, TELEPHONE & SUPPLY ONLY SALES)

Terms and Conditions - Index

1. CONDITIONS

1.1 In these terms and conditions:

When referring to 'Goods' it means the packaged products or services which we shall supply in accordance with these Conditions

'We' or 'Us' refers to W. S. Plastics Limited registered in England No. 08756729 at 2 West Terrace, Redcar, Cleveland, TS10 3BU.

'Website' means www.wsplastics.com.

'You', 'Purchaser', 'Consumer' or 'Customer' means the person who purchased the goods and/or services from W. S. Plastics Limited.

'Manufacturer' means the company that originally produced the goods and not the supplier who provided them to the consumer.

***Unless otherwise stated**

2. ORDERING OF GOODS

2.1 When placing your order online, you will receive an email acknowledgement to the email address provided when placing the order. Please note that this is an acknowledgement of receipt and does not mean that your order has been accepted. The contract between us is formed when the goods are confirmed for dispatch with the manufacturer we connect to or our warehouse team. We reserve the right, at any time prior to acceptance, to refuse any or part of any order.

2.2 If goods are ordered over a weekend, Bank Holiday or after 2.00pm the order date is taken as the next working day.

2.3 If any goods are priced in error or rates with the manufacturer or suppliers have changed without us knowing or updating said change across the website, we will not be bound to honour these prices.

We are entitled to make amendments to the price to take into account any increase in our supplier's prices or the imposition of any taxes or duties, or if due to an error or omission the price published for the goods is wrong whether or not the order has been confirmed. Any price changes will be advised and agreed prior to accepting your order.

Please note that your computer may display old pages from our site which are stored in your own computer's memory from previous visits - it is important you refresh your browser when viewing any pages on our web site to see the current prices and pictures of the goods available.

2.4 When ordering an item from <https://www.wsplastics.com/> online you are making an offer on an item which we can either accept or decline.

2.5 Any advice given by our sales team is given in good faith and is based on information provided by the customer at the time of the call and by the manufacturer product info provided. While our team is on hand to offer advice where possible, we cannot know what you require with 100% confidence. If there are questions about an order or fit that would influence a change in your order with us or any other party, we would advise seeking advice from a qualified individual.

2.6 Product descriptions and specifications are put together using content supplied by the manufacturers. W. S. Plastics Limited cannot be held responsible for any incorrect or outdated descriptions and specifications.

2.7 Product images are supplied by the manufacturers and are the best indication we can give of the original item. W. S. Plastics Limited cannot be held responsible for any incorrect or outdated images. Images colours may also differ depending on the screen resolution or display settings of the device you are viewing them from.

2.8 Product samples may differ in colour to actual product due to batch numbers and at times manufacturers will opt to use a particular cross section of a panel for sample use and as such cannot be reflective of the entire panel received. W. S. Plastics Limited cannot be held responsible for differences between samples and products.

2.9 The manufacturers we connect to reserve the right to make any changes in the specification of the products which are required to conform with any applicable statutory or EC requirements or which do not materially affect their quality or performance. On occasion the manufacturer may

make small changes to the design of a product, due to this, the item/items you receive may have small differences to the picture displayed on the website.

3. CANCELLATION OF ORDERS

3.1 To cancel your order please email wsplastics.showroom@gmail.com as soon as possible after ordering but within 14 days of receipt. You then have another 14 days to return the item/s to us. You will receive a confirmation email as soon as the cancellation is received and processed at our end.

3.2 If the order has already been dispatched but not yet delivered, any refund applied will exclude the cost of delivering and returning the item to us/or the manufacturer. To help avoid incurring unnecessary costs, we advise that you accept your delivery and make arrangements to return the item yourself. Your refund will exclude any extra postage costs incurred to send the items out originally. A refund will be made for the items returned so long as they arrive in a re-sellable condition.

Bespoke or made to order items, such as whirlpool baths or custom wall panel designs may not be cancelled after ordering.

3.4 Refunds will be issued as soon as possible and, in any case, within 30 days of receipt of goods.

3.6 For cancelled orders returned directly to the manufacturer, a credit will need to be confirmed and received from said manufacturer before we can issue any refund. The length of this process varies between manufacturers and in any event should not take longer than 30 days.

3.7 W. S. Plastics Limited withhold the right to cancel any orders at any time. Cancellation notice will be given.

4. DELIVERY & COLLECTION OF GOODS

4.1 Delivery dates are given in good faith but are estimates only and subject to change based on information provided by the manufacturer. The seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

4.2 Tradespeople and any proprietary work **SHOULD NOT** be arranged until goods are received and checked for damages or discrepancies. We will not accept liability for any 3rd party costs incurred as a result of any delays in dispatch or incorrect fitments of ordered items (please check measurements prior to ordering to avoid these instances).

4.3 Upon receipt, responsibility for these products passes on to you, and any risk of damage or loss is assumed by the purchaser. We are not responsible for any goods received or unpacked by anyone other than the purchaser, so please ensure that person is present to check and sign for the goods at the supplied delivery address.

4.4 For goods which are shipped on a pallet, the goods will be delivered as close as possible to your front door. The delivery drivers are not insured to take their vehicles off the public highway.

If your property is unreachable for any reason, such as access being on a private road, up a flight of stairs (such as high rise flats), or any other obstruction (inc. narrow streets, controlled parking

zones, road markings), delivery will be made as near to your property as possible. The pallet itself, is to be disposed of by the customer once the items have been checked for any damage or discrepancies.

Driver timelines are strict and do not allow for customers to remove items and take pallets away with them. The pallets are to be disposed of by the customer once the items have been checked for any damage or discrepancies.

4.5 The refusal of a delivery due to examples in **3.2** and **4.4**, will lead to the actual cost of returning the pallet/parcel to W. S. Plastics Limited being deducted from any refund applied.

4.6 Missed Delivery - Small Items. Should a delivery be missed, many smaller items (i.e., taps, valves etc.) dispatched with FedEx or Parcel Force will be redelivered or left at a local collection depot to collect free of Charge. Non-collection of these items will result in items being returned to W. S. Plastics Limited. Should this arise the cost of delivery will be deducted from any refund applied.

4.7 Missed Deliveries - Large/heavy/fragile Items. Failed deliveries for large or heavy items (i.e., shower trays, fragile or glass items, full bathroom suites etc.) that are delivered VIA specialist couriers or pallet service may result in a re-delivery charge or the cost of actual cost of delivery deducted from any refund applied.

4.8 Deliveries are kerbside only and will be made to the nearest hard road point. For orders over 30kg in weight or orders containing large/bulky items you would require a minimum of 2 able bodied people present at the point of delivery.

Carrier staff will generally be as helpful as possible, but they are NOT obliged or insured to carry goods inside the property. The contract agreed to on confirmation of sale is kerbside only. In order to avoid personal injury or property damage it is strongly recommended that you arrange for able bodied people to be present at the time of delivery. If you feel you will have trouble in lifting any items without assistance and you cannot make arrangements to have persons on site at the time of delivery, you can either look to rearrange the delivery or cancel your order at any time prior to dispatch.

We will not be held liable for any injury received as a result of poor handling or accident occurred from the improper moving of any goods received.

If a courier is helpful enough to bring an item inside the property on request, it is done so at the customer's risk, and it will be down to the customer to ensure proper floor/wall protection is in place prior to placing the items. Any property damage incurred as a result of bringing an item inside the property will not be covered by us, the manufacturer that supplied said items nor the courier that delivered them.

4.9 For remote deliveries, if you happen to reside in an area that is considered to be 'remote' by the suppliers or couriers we connect to, we may not be able to fulfil your order, or you may incur additional delivery charges before we can proceed. See examples of remote areas below.

Non mainland UK *(not currently supported)*:

Northern Ireland
Channel Islands
Isle of Man
Scilly Isles
Isle of Wight
Other Offshore

Mainland UK *(extra charges may apply):*

Highlands
Grampian
Inverness
Cornwall
Other remote parts of England/Scotland/Wales

If you are unsure if you live in a remote area or not, please contact our customer services team on 01642 271 541.

5. DAMAGES & DISCREPANCIES

5.1 For small items bought through us, you agree to open any packaging to inspect the goods for any damages/discrepancies and to notify us via email within a reasonable time period and in any event no longer than 1 full business day. The email address you need to send any notification through to is wsplastics.showroom@gmail.com

If the packaging of the item or the item itself appears to be damaged on delivery, sign for the goods as 'damaged' and report the matter to us ASAP. Making sure to check the items for any apparent issues beforehand.

On arrival, if you feel that you have insufficient time to check the items over, again please sign for the items as "Damaged" or give us a call immediately if no signature is required.

Anything reported beyond the time frames mentioned above could affect your claim.

5.2 For larger consignments or orders that are dispatched using our pallet delivery service, please check the goods for damages/discrepancies on arrival. Any visible damage must be noted at the time of delivery and documented on the delivery note. The delivery driver will wait whilst you check for any damage.

If you have purchased a large number of items, it is advisable that you arrange for another able bodied person to assist.

If part of or all of a pallet order is noticed to have damage on delivery, (including the packaging), please call us immediately for advice or sign for the pallet as 'damaged' and report to us ASAP.

After inspecting any product that arrived showing damage to the outer packaging and you find said product to be in good condition, again please contact us to let us know how the item arrived. Any damage replacements that need to be sent will be arranged by us once notified.

Anything reported beyond the time frames mentioned above could affect your claim.

5.3 Upon receipt, responsibility for these products passes on to you, and any risk of damage or loss is assumed by the purchaser. We are not responsible for any goods received or unpacked by anyone other than the purchaser, so please ensure that person is present to check and sign for the goods at the supplied delivery address.

5.4 From the time of receipt and/or signing for goods, any subsequent loss or damage to the goods would be at your own risk.

5.5 If a bespoke item arrives damaged, a replacement will be dispatched once reported and a new product is manufactured.

5.6 Under no circumstance should you fit any goods that have arrived damaged, as we will be unable to replace or refund damaged items which have been installed. If you do find your goods are damaged, please get in touch within the timeframes mentioned and we'll arrange for replacements to be dispatched as soon as possible. Installation of the product is deemed as acceptance of quality.

Any issues reported beyond the timeframes mentioned above may affect your claim.

5.7 As a distance seller, we rely on independent courier networks or manufacturer dedicated transport links to deliver the items on display across our website. Each courier abides by their respective terms and conditions in relation to claims and we as a company have our policy in place so that we can protect our customers from incurring further costs if damages occur during transit.

6. RETURNS POLICY - Unwanted Goods

All returns must be confirmed and accepted by us prior to returning said item. Unwanted items are to be returned to us at your own cost.

6.1 If you decide you do not require a product after purchasing, you may cancel your order within 14 days of receiving your goods. This is known as the 'cooling-off period.' Once you confirm your order cancellation with our team you have up to 14 days to get the item back to us. If items are received after 14 days from confirmation, we will not be able to accept the return and a refund will not be offered.

Please note: For all returns, any additional charges outside of the standard delivery cost for us to dispatch the item to you would be deducted from any refund applied. Examples include but not limited to are a next day delivery, specialised courier service and pallet deliveries etc.

If an unwanted item is rejected on arrival the cost of the delivery fee incurred by W. S. Plastics Limited will be deducted from any refund applied.

In the event the item is offered with a 'Free Delivery' message displayed across our website, this simply means the cost of the delivery is absorbed by us and will still need to be accounted for when processing your refund. Delivery charges vary by consignment size, weight, quantity, and service used. If you wish to know the cost of the delivery for any item(s) please contact the customer service team prior to placing your order.

6.2 To cancel your order, please notify us in writing by post or electronically by email within 14 days of receipt of goods.

To cancel VIA email, send an email using your Order ID within the subject line to the address below.

wsplastics.showroom@gmail.com

Please be sure to include your returns number in the email subject. This is simply your order number with "-return" added to the end.

6.3 Please attach a separate sheet to the returned item(s). **DO NOT MARK THE ORIGINAL PACKAGING.** If the original packaging is deemed unsuitable for resale, we will deduct the cost to replace any packaging from any refund applied.

6.4 Customers have a duty of care, by law, to ensure that returned goods are received by us in an unused and re-sellable condition. This includes packaging being damaged beyond what is reasonably expected during transit. Due to this please ensure you carefully wrap the item packaging in cling film and then clear tape to secure in place, rather than applying tape directly to the packaging. This will also give a surface for the labels to be stuck to without further damage to the packaging. If you don't have cling film to hand, we advise using neatly applied clear tape. To minimise the risk of incurring further costs, we advise that items are returned through a suitable tracked courier service and any high value items are insured as added protection.

6.5 W. S. Plastics Limited reserves the right to claim for damages if a duty of care has not been followed and the returned product is deemed unsuitable for resale.

6.6 Due to hygiene concerns, some of our products (toilet seats for example) cannot be returned once a protective seal has been opened or if a protective film has been removed. If you require a viewing of these goods before purchasing, please visit our showroom or call and speak to a sales operative. We cannot accept any returns on items that have been fully opened or part fitted in when hygiene concerns are present.

6.7 Bespoke items that are no longer wanted cannot be returned.

6.8 All returns need to be confirmed with us prior to sending said return. Once confirmed and unless stated otherwise, returns are to be addressed to:

W. S. Plastics Limited, 2 West Terrace, Redcar, Cleveland TS10 3BU

6.9 For items returned direct to the manufacturer, a credit will need to be confirmed and received from said manufacturer before we can issue any refund. The length of this process varies between manufacturers and in any event should not take longer than 30 days.

7. RETURNS POLICY - Faulty Goods (Post Installation)

All returns must be accepted by us prior to returning said item.

This applies to goods which develop an unexpected fault after installation and not damage during transit (please see section 5 in our terms and conditions for info on damaged goods during transit).

7.1 All goods supplied by W. S. Plastics Limited come with a minimum 12 month manufacturer warranty. Many items have an extended manufacturer warranty, please see the manufacturer terms and conditions for more info on these. When products are stated as having a longer warranty, these are covered by the manufacturer in question and not W. S. Plastics Limited. This does not affect your statutory rights.

7.2 In the event of faulty goods being returned at the expense of the customer, W. S. Plastics Limited will refund reasonable postage costs.

7.3 All goods returned due to faults are tested by the manufacturer. If the item is deemed to be in good condition by said manufacturer, the product value will be refunded minus the cost of the testing process.

7.4 If your purchase develops a fault within 12 months, please notify W. S. Plastics Limited. In most cases, the manufacturer will offer to send out a service engineer, who will visit the property to repair or replace the faulty item. If the fault is not causing any damage, please do not look to remove or repair the installed item as this could void your warranty. We find this process to be much quicker if the customer contacts the manufacturer directly, to arrange a call/visit from an engineer at a date/time that would suit them best.

7.5 All returns need to be confirmed with us prior to sending said return. Once confirmed, returns are to be addressed to:

W. S. Plastics Limited, 2 West Terrace, Redcar, Cleveland TS10 3BU

8. COLLECTION OF GOODS

8.1 A small percentage of items are held in stock at our suppliers, so therefore please await email confirmation (or phone customer services) of pick-up time & date before visiting.

8.2 W. S. Plastics Limited personnel are not insured to load customers' vehicles, so make sure you have an able bodied person to help in the loading of your goods.

8.3 Please ensure that you thoroughly check all goods you have collected before leaving the premises. W. S. Plastics Limited will not consider any claims for damage or shortages after the items have left our premises as we cannot verify where they took place. This does not affect your statutory rights.

9. DELIVERY OF GOODS SERVICE CONTRACT

9.1 If you choose the delivery option when completing the checkout stage, you are agreeing to enter into the delivery service contract.

9.2 Deliveries are kerbside only. Unless agreed to prior, all delivery contracts are to the kerbside only. Drivers are not insured to move items inside the property line.

9.3 Once the items have been dispatched the delivery service contract cannot be cancelled.

9.4 The refusal of a delivery without prior notice may lead to the return cost of the item being deducted from any refund applied.

9.5 Orders over 30kg in weight and/or containing bulky items would require a minimum of 2 able bodied people present at the point of delivery.

10. WARRANTY

10.1 All goods supplied by W. S. Plastics Limited come with a minimum 12 month manufacturer warranty.

10.2 Many items have an extended manufacturer warranty, please see the manufacturer terms and conditions for more info on these. When products are stated as having a longer warranty,

these are covered by the manufacturer in question and not W. S. Plastics Limited. This does not affect your statutory rights.

10.3 The warranty does not cover any defects in the goods arising from the following:

- i. Fair wear and tear.
- ii. Wilful damage.
- iii. Accidents/negligence by you or any third party.
- iv. Misuse or usage otherwise stated as recommended by the manufacturer.
- v. Failure to follow the manufacturer fitting instructions.
- vi. Alteration/repair carried out without the manufacturer approval.

10.4 All goods returned due to faults/defects post installation are tested by the manufacturer that supplied them. If the item is deemed to be in good condition by said manufacturer, the product value will be refunded minus the cost of the testing process.

10.5 If your purchase develops a fault within 12 months, please notify W. S. Plastics Limited. In most cases the manufacturer will offer to send out a service engineer, who will visit the property to repair or replace the faulty item. If the fault is not causing any damage, please do not look to remove or repair the installed item as this could void your guarantee. We find this process to be much quicker if the customer contacts the manufacturer directly, to arrange a call/visit from an engineer at a date/time that would suit both parties best.

10.6 Any product guarantee offered will differ between the manufacturers we connect to. If you wish to know more about the guarantees offered across our product range, please call the customer service team for assistance.

10.7 In the event of defective goods being returned at the expense of the customer we will refund reasonable postage costs.

11. COMMUNICATIONS/WRITTEN COMMUNICATIONS

11.1 By law we have to provide written information to you regarding your rights as a consumer. When using our site, you are accepting that we can send this information electronically to you (on the email you supplied when placing your order) and accept that these contracts and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

11.2 We cannot be held responsible for any shortages, incorrect fitment, installation issues due to advice or quotations given over the phone or via email. We can only work off of sizes and information provided to us by yourself (the consumer) and can only act on the information provided.

11.3 When buying through us, you accept that we pass on key information to suppliers/couriers so that they can ensure successful delivery of goods. This would include customer name, delivery address and a contact telephone number to arrange for someone present at time of delivery.

12. EXTERNAL SITES

12.1 We are not responsible for any content provided by 3rd parties or any external sites <https://www.wsplastics.com/> nor for any transactions between you and such sites.

12.2 If you have any concerns regarding 3rd party sites linked to <https://www.wsplastics.com/> please notify us as soon as possible and an investigation will be carried out.

13. CUSTOMER FEEDBACK

As we continue to grow, we would like to use comments and feedback supplied by our customers to improve our customer service levels and develop the product ranges displayed.

13.1 When sending any feedback or comments regarding products and/or customer service, you agree that we can use these comments in the public domain i.e., to provide context/suggestions on a review platform.

13.2 If you have experienced any issues relating to customer service, please notify us VIA email immediately with all details contained to wsplastics.showroom@gmail.com. We will investigate the matter as soon as possible but please allow up to 14 days for a full investigation to be carried out and for any feedback to be provided.

13.3 Publication of fallacious or harmful material may result in legal action for libel against the publisher.

14. OFFERS & PROMOTIONS

14.1 Where we run additional offers and voucher promotions, these may only be used singularly and not in conjunction with one another unless explicitly stated.

This includes any social, cashback, discount code or trade account related offers. Please note that before accepting your order, if we discover you are not entitled to use of the code or do not meet any or all terms and conditions for a particular code in use, we may reject your order or process without benefit or reduction.

14.2 We reserve the right to withdraw an offer, whether a giveaway, voucher code or reduced price, at any time.

14.3 Discount codes and additional vouchers are not available to use on orders where a finance based payment method is chosen.

Bathroom Installation Terms & Conditions

Installation Terms and Conditions:

By signing up to a bathroom installation from W. S. Plastics Limited you are agreeing to the following installation terms and conditions.

“The Supplier” W. S. Plastics Limited

IT IS HEREBY AGREED AS FOLLOWS

1. Interpretation:

1.1. Except where the context requires otherwise words importing the masculine shall include the feminine; words importing the singular shall include the plural; words importing natural personage shall be equally applicable to corporate personage and vice versa.

1.2. References to any statutory provision, authority, rule, or code of practice shall be deemed to include the amended versions, replacements, or successors of such.

2. Relationship Between the Parties:

2.1. The Client engages the Supplier to provide the services specified in these terms and conditions and attached schedules/quotation.

2.2. No term of this agreement or course of dealings between the parties shall operate to make the Supplier an employee or agent of the Client.

2.3 Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

3. The Quotation:

3.1. The Supplier has provided to the Client a proposal for the services to be provided (“the quotation”) which shall set out:

a) The services which the Supplier will undertake for the Client.

b) The costs which the Client shall be charged for the performance of the services including:

i. Any fees which the Supplier shall charge.

ii. Any disbursements or expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials).

iii. Any VAT or tax element which will be payable by the Client.

4. The Services and the Time and Manner of their Delivery:

4.1. The Supplier will provide such services to the Client as are set out in the quotation.

4.2. Time frames and dates of delivery are provided for guidance only and the Supplier makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and the Supplier shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

4.3. Any drawings, descriptions, plans, catalogues, promotional materials, or concept designs are for the purposes of illustration only, and except where specified otherwise they are approximations and are not intended to be a full and exact representation of the services.

5. Payments:

5.1. The contract price is set out in the quotation, which includes details of the charges which the Supplier will make for labour, materials, and parts as well as any taxes or additional costs or expenses or disbursements which the Supplier may charge to the Client.

5.2. The intervals at which the Supplier may invoice the Client in respect of the whole or an instalment of the contract price are set out in the quotation.

5.3. Notwithstanding 5.1 and 5.2 above, the Supplier may vary the contract price from the amount set out in the quotation where he has provided services which are different or in addition to those set out in the quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the quotation was made, or because of market fluctuations in the price of materials.

5.4. The Client agrees:

a) Not to withhold any sums due to the Supplier.

b) To settle all invoices raised by the Supplier on completion.

c) To pay to the Supplier interest at a rate of 2% percentage points per month (24% Per Annum) above the Bank of England base rate on any payments which are not settled in accordance with section 5.4(b).

d) To pay to the Supplier such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

6. Cancellation In accordance with the Consumer contracts:

(Information, Cancellation & Additional Charges) Regulations 2013 and where the Client is a consumer within the meaning of section 12 of the Unfair Contract Terms act 1977, the Client may cancel this contract within 7 calendar days of signing this agreement (or within whatever extended period the Supplier may specify in the quotation) and shall be entitled to a full refund of any monies paid to the Supplier, less an amount representing any reasonable administration costs which the Supplier has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

7. Client's Obligations:

7.1. The Client shall be responsible for the correctness of all measurements for products or materials which he gives to the Supplier. Where these measurements are not correct and accordingly materials or products which are ordered or provided by the Supplier are the wrong size, the Client shall bear the expense of rectifying this.

7.2. The Client shall co-operate with the Supplier as may be necessary to facilitate this agreement, including but not limited to:

- a) Permitting the Supplier access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate.
- b) Providing for the Supplier such facilities as may be necessary in order to allow him to complete the services.
- c) Following the Supplier's reasonable instructions relating to safety and the state of work which has recently been completed by the Supplier or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care, and maintenance.

7.3. Unless the quotation specifies otherwise, the Client will be responsible for any cleaning and redecorating which is necessary to the Site after the Supplier has completed the agreed services (with the exception of the removal of waste materials, which shall be the responsibility of the Supplier as set out in 7.4, below).

7.4. Where the Supplier stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such and shall account to the Supplier for any loss or damage.

7.5. The Client shall be responsible for any permissions, licenses or consents which are necessary in order for the services to be provided. The Client warrants that he has applied for and obtained all such necessary permissions, licence, or consents prior to contracting the Supplier.

7.6. The Client shall clear the site of all furniture and property prior to the Supplier commencing work. This includes any old bathroom units or fixtures that the client wishes to keep, except where the quotation specifically provides that the Supplier will remove these.

8. Supplier's Obligations:

8.1. The Supplier shall perform all duties, services, and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.

8.2. Whilst the Supplier shall take all reasonable steps to match his work to existing colours, finishes or other aesthetics (as the Client may direct) he cannot guarantee any such match.

8.3. The Supplier shall take all reasonable care with the Clients property, including taking reasonable steps to protect the Client's furnishings and wall and floor coverings during the provision of the services but cannot take responsibility for any damage which is caused.

8.4. The Supplier shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.

8.5. The Supplier shall at all times hold a valid employer and public liability insurance policy and shall hold and keep up to date any and all licenses or permits as may be required in order to provide the services.

9. Property Rights and Assumption of Risk:

9.1. Any property rights, title or ownership in any property or materials which are used by the Supplier in providing or delivering the service shall remain with the Supplier until the Client has made payment in full in accordance with these Terms and Conditions.

9.2. Risk in and responsibility for any products or materials which are used in the supply, performance or delivery of the services shall pass from the Supplier to the consumer a) Where the Supplier is responsible for delivering the products or materials to the Client, upon delivery; or b) Where the Supplier is not responsible for delivery, at the moment the products or materials leave the Supplier's premises.

10. The Guarantee:

10.1. The Supplier provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 12 months from the completion of the services, notwithstanding that this guarantee shall not apply to: a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client. b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client. c) In the unlikely event that there is any defect with the Services, please contact Us and tell Us as soon as reasonably possible and please give Us a reasonable opportunity to repair or fix any defect and we will use every effort to do this as soon as We can.

d) Due to the nature of the product, W. S. Plastics Limited DO NOT guarantee Toilet Seats, Shower Screen Seals, Shower Runners, or Silicone Sealant. Should you have an issue with any of these products that we have installed, please do contact us and we can advise on the best options available or will arrange a repair / replacement for you. This may incur a charge.

10.2. The Supplier shall, at their sole discretion, determine the manner in which they will satisfy this guarantee, whether by repairing re-performing or replacing the services or by refunding to the Client all or part of the monies which have been paid.

10.3. Where the Client considers that the services are defective upon delivery or performance then he shall notify the Supplier of this within 3 working days, failing which he shall not be entitled to claim the benefit of this guarantee.

10.4. This guarantee shall not become effective until the Client has paid the Supplier in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

10.5. Guarantee starts from the start date of installation. 10.6. Product guarantees/warranties may differ and be longer than installation guarantee (up to 25 year guarantee). If you have an issue with a product, please contact the manufacture or contact us and we can contact them on your behalf.

11. Termination:

11.1. This agreement shall continue until the services (or any mutually agreed addition, extension, or variation thereof) have been provided, or until terminated in accordance with the below.

11.2. Without prejudice to the above this Agreement may be terminated immediately where any of the following circumstances arise: a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed

timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 5 days after such notice. b) Either party commits a breach of this agreement which cannot be remedied. c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business.

11.3. Upon termination of this agreement the Client shall pay to the Supplier such sums as may represent work done and expenses incurred up to and including the date of the termination.

11.4. Any right to terminate this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

12. Disclaimers and Exclusions:

12.1. The Supplier shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss in the following situations: (a) losses that were not foreseeable to both parties when the contract was formed, (b) losses that were not caused by any breach on the part of the supplier, and (c) business losses and/or losses to non-consumers.

12.2. Nothing in the forgoing shall be read as restricting or limiting in any way the Supplier's liability for death or personal injury.

13. Indemnity:

The Client shall indemnify the Supplier against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

14. Force Majeure:

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside its reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

15. Warranty of Contractual Capacity:

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.

16. Whole Agreement, Governing Law, Severability and Miscellaneous Provisions:

16.1. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.

16.2. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.

16.3. All clauses, sub clauses and parts thereof shall be severable, shall be read, and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.

16.4. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.

16.5. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act.

16.6. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that part's right to subsequently compel and require strict compliance with every provision of this agreement.