

EssentialBathing

Deep Soaking and Walk In Bath Specialists
Suppliers of Self Fit Spa Equipment

Supply Only Order Form

THIS IS NOT A VAT INVOICE

Essential Bathing Ltd
8 Hall Close
Whissendine
Oakham
Rutland
LE15 7HN

Tel: 0345 6886992
Web: www.essentialbathing.co.uk

Customer Name: _____
Customer Address: _____

_____ Post Code: _____
Phone 1: _____
Phone 2: _____
Delivery address, if different:

Please note - ALL shortfalls or damage must be notified in writing within 24 hours of receipt. Items specially made may not be returned or refunded. Items subjected to water or intimate use may not be returned once used. See Terms & Conditions for full details.

Description of products / parts (remember to state left or right hand if applicable)	No Req'd	Unit Price	Total Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VAT Exemption (Aids for handicapped person)

I (name) _____ of the above address hereby declare that I am chronically sick or disabled by reason of _____

and that I am receiving the product(s) shown above which are being supplied to me for my personal and domestic use, and I claim relief from Value Added Tax.

Signature*: _____ Date: _____

*If signed for the named person, state in what capacity signed _____

Total Excl VAT	£ _____
Delivery (if applicable)	£ _____
VAT (if applicable)	£ _____
Total Including VAT & Delivery	£ _____
Deposit paid	£ _____
Balance due	£ _____
Prior to signing this agreement, I have read, understood, and agree with Essential Bathing's Terms and Conditions.	
Signature:	_____
Print Name:	_____
Date:	_____

Essential Bathing Terms & Conditions for Supply Only sales

1 DEFINITIONS

- 1.1 "Company" means Essential Bathing Ltd.
- 1.2 "Seller" means Essential Bathing Ltd, 8 Hall Close, Whissendine, Oakham, Rutland, LE15 7HN
- 1.3 "Buyer" means the person who buys or agrees to buy the goods from the Seller.
- 1.4 "Products" means the products and services listed on the Sales Order
- 1.5 "Contract" means any Contract for the sale of products or services by the Company to the Buyer.
- 1.6 "Delivery Address" means the address specified on the Sales Order to which the Seller will deliver the Products.
- 1.7 "Price" means the price as detailed on the Sales Order.
- 1.9 "Sales Order" means the acknowledgement dispatched to or handed to the Buyer following receipt of an order.

2 PRICE

- 2.1 The Price shall be the Price set out on the Sales Order or Proforma Invoice.
- 2.2 If the Buyer is not an eligible person or organisation under the terms of VAT leaflet 701/7 then VAT shall be due at the rate prevailing at the date of this Contract. Eligible customers can claim relief from VAT under schedule 8 group 12 of the Value Added Tax Act 1994.
- 2.3 The Company reserves the right to adjust the price to reflect any change in the applicable rate of VAT.

3 PAYMENT

- 3.1 The standard payment terms are full payment with order unless otherwise agreed in writing.
- 3.2 It is a condition of this Contract that where payment is made by cheque, the Company may conduct any financial status check of the Buyer as it shall consider reasonable.
- 3.3 Title of the Products shall pass to the Buyer once full payment has been received and cleared by the Seller.
- 3.4 If the Buyer shall, notwithstanding that he has no title to the Product(s) supplied under paragraph 3.3 hereof, resell or agree to resell the Product(s) to a third party the Buyer shall keep the sale proceeds of such resale separate and distinct from the Buyer's other monies at all times until payment in full has been made by the Buyer to the Seller. Until such payment the Seller shall be entitled to such proceeds of resale.
- 3.5 Orders for Products made especially for the Customer will be charged in full unless written notice of cancellation is received before the manufacture of them or of any components for them has commenced.
- 3.6 Orders for stock items may be cancelled by written notice at any time before the Products are dispatched. If a cancellation notice is received after the Products have been dispatched, the Buyer will bear the responsibility of returning the Product(s) at their own expense.
- 3.7 Refunds will only be considered following inspection of the returned Product(s). Product(s) must be returned in their original packaging, undamaged and unused.
- 3.8 Subject to condition 3.6 a refund may be made subject to the deduction of any shipping and restocking fees which may be applicable.

4 GUARANTEES & SERVICE

- 4.1 Product(s) are supplied subject to any guarantees and after sales service offered by Essential Bathing.
- 4.2 In the case of misuse, alteration or interference with the Product by any persons other than the Company or its appointed representatives, the Company reserves the right to charge for repairs or other work arising from the same, and in addition charge for the collection and delivery of the product, if deemed necessary by either the Company or the Buyer.

5 INSTALLATION

- 5.1 Installation of the Product(s) shall be the sole responsibility of the Buyer.

6 PRODUCT SELECTION

- 6.1 The Buyer is responsible for the selection of the Product(s), and for confirming that the Product(s) can be brought into the Buyer's premises.
- 6.2 The Buyer agrees that the Company may make minor modifications to the specification of the Product (that is modifications which do not materially affect the design, quality or appearance of the Product) at its own discretion. In the case of major alterations, the Company will contact the Buyer to agree the alterations.
- 6.3 If the Company, for reasons beyond its control, is unable to supply a particular Product, then the Buyer will be informed immediately and will be offered an equivalent Product of similar value, or a refund.

7 DELIVERY

- 7.1 Upon signing for delivery of Product(s), the Buyer will assume the risk of any loss or damage to the Product(s) from the time of delivery.
- 7.2 Upon delivery of the Product(s) the Buyer shall advise the Seller within 24 hours of any shortfall or damage to the Product(s).
- 7.3 The Product shall be delivered to secure on-site ground level storage or into a ground floor area close to the main entrance of the premises. Delivery shall not include bringing the Product upstairs or to any area inside the premises requiring significant lifting or manoeuvring of the Product.
- 7.4 The Company will do all that it reasonably can to meet an agreed date given for delivery. Should unforeseen circumstances arise, the Company will not be held responsible for such delay, and shall not be liable for any consequential costs incurred due to such delay.
- 7.5 The Company will do all that it reasonably can to provide information regarding the date and time of delivery. Due to the nature of shipping it is not always possible to guarantee specific dates and/or times of day for delivery. Should delivery fail due to absence or unavailability of the Buyer, the Buyer shall be liable for charges imposed by the shipper for redelivery.

The Contract and these Terms and Conditions shall be governed by the laws of England, Scotland and Wales.

Essential Bathing Ltd, 8 Hall Close, Whissendine, Oakham, Rutland, LE15 7HN