

CONDITIONS OF USE

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by www.hydraspa.co.uk

1.2 No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order and the Supplier has received payment in full (in cleared funds). Once the Supplier does so, there is a binding legal contract between us.

1.3 By way of clarification, an acknowledgement of your order will be sent to you via e-mail when you place your order, but acceptance of your offer to buy the goods will not take place until after your payment is taken and you receive your acceptance e-mail. It is at this point that a binding legal contract is created and any contract is subject to these Terms and Conditions.

1.4 The contract is subject to your right of cancellation (see below).

1.5 The Supplier may change these terms of sale without notice to you in relation to future sales.

2. Description and price of the goods

2.1 The description and price of the goods you order will be as shown on the Suppliers website at the time you place your order.

2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock, the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.3 Every effort is made to ensure that prices shown on the Suppliers website are accurate at the time you place your order. If an error is found, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or canceling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

2.4 In addition to the price, you may be required to pay a delivery charge for the goods.

3. Payment

3.1 Payment for the goods and delivery charges can be made by any method shown on the Suppliers website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

3.2 There will be no delivery until cleared funds are received.

3.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

4. Delivery

4.1 The goods you order will be delivered to the address you give when you place your order.

4.2 If delivery cannot be made to your address for reasons under the Suppliers control the Supplier will inform you as soon as possible and refund or re-credit you for any sum that has been paid by you or debited.

4.3 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.

4.4 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as UNCHECKED . Failure to do so may affect any warranty claims that you make thereafter.

4.5 Large deliveries to mainland Scotland and Northern Ireland are subject to a surcharge of £24.99

4.6 All deliveries to the following will be subject to a delivery quote upon ordering, The Orkney Islands, The Shetland Islands, Inner Hebrides, The Outer Hebrides, The Isle Of Wight, The channel Islands, The isle of Man and The Isles of Scilly.

5. Risk/Title

5.1 The goods are at your risk from the time of delivery.

5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

5.2.1 the goods, and

5.2.2 all other sums which are or which become due to the Supplier from you on any account.

5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.

6. Your right of cancellation

6.1 You have the right to cancel the contract at any time up to the end of 14 days after you receive the goods (see Distance Selling regulations below).

6.2 To exercise your right of cancellation, you must give written notice to the Supplier by hand, post, fax, email or via the Returns on Line section of our website, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

6.3 Except in the case of faulty or misdescribed goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown within the Contact Us section of the website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. **Please note the return of non faulty goods will incur a restocking charge of 15%.** In the case of faulty or misdescribed goods we shall, after receiving notification in accordance with clause 8.3 or 8.4, either collect the goods from you or ask you to return the goods yourself and refund you the reasonable postage costs.

6.4 Bespoke goods made to your specifications (such as whirlpool baths) cannot be returned unless misdescribed or faulty. It is therefore important you make absolutely sure that the item matches the correct dimensions and specifications you require.

6.5 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

6.6 Except in the case of faulty or misdescribed goods, if you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7. Warranty

7.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

7.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Suppliers instructions, or any alteration or repair carried out without the Suppliers approval.

7.3 If the goods supplied to you are damaged on delivery, you should notify the Supplier in writing via the e-mail address or fax number shown below within 24 hours.

7.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing via the e-mail address or fax number shown below, as soon as possible, but in any event within 24hours of the date you discovered or ought to have discovered the damage, defect or complaint.

8. Limitation of Liability

8.1 Subject to 9.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

8.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

8.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

8.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

8.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Suppliers negligence or fraudulent misrepresentation.

9. Data Protection

The Supplier will take all reasonable precautions to keep the details of your order and payment secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorised access to information supplied by you.

10. Images

Product images are for illustrative purposes only and may differ from the actual product.

These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract, save that consumers resident in Scotland shall have the right to insist upon these terms being construed in accordance with the laws of Scotland and to submit to the jurisdiction of Scottish courts.

11. Distance Selling Regulations (2002)

Under the Consumer Protection (Distance Selling) Regulations 2000, if you are not a company, you have the right to cancel a contract within 14 days, starting from the day after you take delivery of the goods (a 'cooling off' period). You have the right to cancel the contract for any reason without penalty. However any return of goods must be made at your expense.

If you wish to cancel the contract, you must either write, fax or email Hydra Spa giving clearly your full details that was on the order, the invoice number, and your cancellation instructions. To cancel the contract, you must give Hydra Spa notice within 14 days starting from the day after you take delivery of the order.

Once you have received the goods and then cancel the contract you have a legal 'Duty of Care' to take good care of the goods. You must return the goods to Hydra Spa at your expense to the [address](#) given on this website.

If it more convenient, Hydra Spa can arrange a courier collection for you but you will incur the full cost of the collection which will then be deducted from the refund of your ordered goods. A restocking fee of 15% will also be charged. Hydra Spa will issue a refund upon the return of the goods, and within 30 days of the receipt of the cancelled order notice.

The website will instruct you on how to place an order. However you must register your full details to complete a purchase. If you have another delivery address the website will indicate to you an alternative address field. You can at any time see the excluding and including VAT costs involved on each item and you can without logging in see the expected delivery cost via the Hydra Spa delivery calculator.

All products sold by Hydra Spa have a full 1 year warranty, except consumables such as cleaning solutions. (see warranty section above for more details)

When checking out you will see a full breakdown of all item descriptions and costs and you will be sent by email upon completion a paid invoice and email links for the progress of any order made by you, which you can login and follow at any time. Payment methods will also be presented to you upon check out. Delivery times depending upon product are normally between 3 and 10 working days. If a Special delivery is required we will contact you and advise you of any delay.

For any information, contract query or complaints there are full company details shown in the Hydraspa [contact us page](#), where you can also send Hydra Spa an email message.