

## Bowman's Kitchens & Bathrooms Terms & Conditions – Design, Supply & Installation

This page outlines the terms and conditions on which we provide our Design Services (Design), we supply the Goods (Goods), as listed in our suppliers' catalogues to you (the customer) and provide our Installation Services (Installation) as a complete service. These terms and conditions do not affect your statutory rights. Please read these terms and conditions carefully before ordering any Goods, Design and Installation services from Bowman's Kitchens & Bathrooms. You accept that by placing a deposit or an order for any of our Goods, Design and Installation services, you are agreeing to be bound by these terms and conditions.

You should print a copy of these terms and conditions for your reference. If you are unsure about any of the terms and conditions outlined herein, please contact us on 01245 948 400 or via email [info@bowmanskb.co.uk](mailto:info@bowmanskb.co.uk).

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### SUMMARY

#### DATES AND LEAD TIMES

are given in good faith and may be subject to change on occasion due to circumstances beyond our control. Bowman's Kitchens & Bathrooms cannot be held responsible for costs incurred due to movement in installation dates caused by factors beyond our control.

#### DELIVERY

Bowman's Kitchens & Bathrooms offers a delivery service. We will advise the customer of the expected delivery date close to the time of installation. Please ensure there is adequate room for delivery of the bathroom suite. It is the responsibility of the customer to advise where there may be difficulty in making a delivery due to restricted access. In this case, please notify us so we can arrange how best to deliver your products.

#### COLOUR MATCH

Colour match is as exact as the manufacturing process and materials allow and must be checked before installation. Woods are natural materials and therefore will have grain and colour differences. Tiles, ceramics, and acrylics have different light characteristics and will appear slightly different in certain lighting conditions to others.

#### CAD DRAWINGS & TILE LAYOUTS/QUANTITIES

are given as a guide only and final checks will be made by our installers prior to installation. Bowman's Kitchens & Bathrooms agrees to do everything reasonably expected to prevent incorrect measurements.

#### RETURNS SUMMARY:

- 14 days from the day after Goods are delivered you may return any unopened for a full credit, exchange, or refund. Please note, that once products have been opened or installed, they cannot be returned or exchanged.
- We are unable to accept returns for tiles or wall panels. Wastage is calculated on each job to ensure enough tiles or wall panels of the same batch are ordered; however, we cannot account exactly for wastage and any tiles or wall coverings leftover cannot be returned.
- We are unable to accept returns on opened glass items unless proven to be faulty. This includes items such as shower enclosures and bath screens.
- We request all returned items are in original undamaged packaging and a resalable condition with no signs of fitting.
- The customer is responsible for returning the Goods to Bowman's Kitchens & Bathrooms and all associated costs.
- Refunds will be processed 14 days after Goods have been received and inspected.
- These Terms and Conditions do not affect your statutory rights.
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The following document outlines the terms & conditions which apply when purchasing Goods, Design and Installation from Bowman's Kitchens & Bathrooms.

These terms & conditions should be fully read and understood before proceeding to order from Bowman's Kitchens & Bathrooms.

The following terms & conditions do not affect your statutory rights.

Please keep these terms & conditions safe for your reference. If you are unsure or require further advise on any of the following information, please us to discuss on [01245948400](tel:01245948400).

## DESIGN TERMS & CONDITIONS

- **Design Concept:** Based on the relevant information, we will create a design concept that reflects your vision and objectives. This concept may include 3D renderings, sketches, and material samples for your review.
- **Design Revisions:** We offer a specified number of design revisions to ensure the concept aligns with your expectations. Additional revisions beyond the agreed number may incur additional charges.

- **Approvals:** Once the design concept meets your approval, we will provide you with a proposal outlining the scope of work, materials, and associated costs. Paying your deposit or placing an order for our proposal indicates your agreement to proceed and to our terms and conditions.
- **Design Fee:** A design fee is applicable for the creation of the design concept and associated services. This fee is separate from any supply or installation costs and is due upon the commencement of the design process. This fee can be credited towards the final cost of the agreed bathroom design.
- **Ownership and Copyright:** The design concept and related materials remain the intellectual property of Bowman's Kitchens & Bathrooms. Unauthorized use or replication of the design is prohibited.
- **Liability:** While every effort is made to ensure accuracy and feasibility, the design concept is a visual representation and not a final construction plan. We recommend consulting with appropriate professionals (e.g., architects, engineers) for technical and structural aspects.
- **Confidentiality:** We treat all project details and discussions with the utmost confidentiality. However, we reserve the right to showcase the completed design in our portfolio or marketing materials unless otherwise agreed in writing.

#### **Please note**

Throughout our brochures & website, all measurements are presented in millimetres.

Every effort has been made to ensure information accuracy however measurements should only be used as a guide and final checks should be made before installation.

We reserve the right to amend details, prices & specifications without notice.

All images displayed within our Design, brochures & on our website are for illustration purposes only & are subject to change.

#### **1. INTERPRETATION**

1.1. Throughout this document the following terms will be referred to:

1.1.1. Conditions: meaning the terms & conditions set out within this document.

1.1.2. Contract: the legally binding agreement between yourself & Bowman's Kitchens & Bathrooms for the sale & purchase of products which incorporates these conditions.

1.1.3. Special Order Items: products which have additional conditions for ordering e.g. tiles that are "to-order" only.

1.1.4. Delivery location: the location where the products are to be supplied & sent to, set out within the order. This location must be within England only.

1.1.5. Made to Order; Items specifically built, amended, or personalised for you.

1.1.6. We, Us & Our: refers to Bowman's Kitchens & Bathrooms, a trading name of Bowman Bathrooms Ltd - a company registered in England & Wales under the company number 14004226. Our registered office address: Unit 26-27, Block B Braintree Enterprise Centre, 46-48 Springwood Drive, Braintree, CM7 2YN. Contact email address [info@bowmanskb.co.uk](mailto:info@bowmanskb.co.uk)

## **2. PRICING & PAYMENT**

2.1. All prices include VAT unless otherwise stated.

2.2. We reserve the right to amend or update our pricing at any time. Orders paid for will not be affected by price increases. In the event of supplier price increases for orders that may be affected that have not yet been paid in full, we will notify our customers of the impending change and give them the option to pay before the price rises take effect.

2.3. Orders placed must be paid in full within 3 months of the deposit payment or 6 weeks prior to the agreed Installation date, whichever comes first.

2.4. Special Order items/products sold at exhibitions / Goods, Design and Installation sold at reduced prices including ex-display products are to be paid for in full at the point of order.

2.5. Our Design work is chargeable at a rate of £80+VAT per hour (Design Fee). This also includes a home survey and is non-refundable.

2.6 The Design Fee will be credited back to the customer upon proceeding with an order. This credit is subject to certain conditions that the customer agrees to:

- The design fee paid will be credited to the final cost of the bathroom order that corresponds with the initial design provided.
- Minor modifications to the initial design are permissible; however, significant alterations that deviate substantially from the original plan may result in the loss of the design fee credit.
- Changes exceeding a 20% or greater price reduction of the original cost to which the design fee was applied are considered significant and will affect the applicability of the design fee credit.

## **3. DELIVERY**

3.1. Delivery dates and lead times are given in good faith and may be subject to change.

3.2. Any access issues regarding your property must be reported to us when delivery is arranged.

3.3. A repeat delivery charge will apply if no one is present to accept delivery or if access issues which have not been reported prior to delivery prevent access. Delivery charges paid against the failed delivery will not be refunded or credited if an order is cancelled whilst out for delivery or if the order fails to be delivered.

## **4. CANCELLATION RIGHTS**

At Bowman's Kitchens & Bathrooms, we value your decision to work with us and strive to provide the best service possible. We understand that circumstances may change, and we want to outline our cancellation policy to ensure a transparent and fair process for both parties.

### **1. Right to Cancel:**

You have the right to cancel your order within 14 days from the date of signing the contract without providing a reason. This "cooling-off period" allows you to reconsider your decision. If you wish to cancel within this period, please notify us in writing at [info@bowmanskb.co.uk](mailto:info@bowmanskb.co.uk).

**IMPORTANT:**

**Design Fee Disclaimer:**

Please note that our design service involves the provision of custom-made designs and digital content. As such, it is important to understand the following terms regarding the right to cancel under the Consumer Contracts Regulations:

- **Custom-Made Designs:** Our designs are bespoke, created specifically to meet your individual requirements. This customization qualifies them as custom-made items, which are exempt from the standard 14-day cooling-off period under UK consumer law.
- **Digital Content:** The designs are provided in digital format via email. By agreeing to our terms and commencing the design service, you expressly consent to the immediate delivery of digital content and acknowledge the following:
  - The design service starts as soon as we send the initial designs to your email, following your consent.
  - By consenting to the immediate start of the design service, you acknowledge that your right to cancel the service under the 14-day cooling-off period is forfeited once the delivery of digital content begins.
- **Non-Refundable:** Due to the nature of our service as both custom-made and digital content, the design fee is non-refundable once the designs have been sent to you.
- **Acknowledgment:** By proceeding with our design service and paying the design fee, you confirm your understanding and acceptance of these terms, including the acknowledgement that the design fee is non-refundable and that you waive your right to a cooling-off period for this specific service.

**2. Cancellation Fees:**

If you choose to cancel your order after the 14-day cooling-off period, cancellation fees may apply. These fees are intended to cover the costs incurred during the design, planning, and preparation stages of your project. The cancellation fees amount to 0% of the product total until 6 weeks before the agreed installation date or when products are ordered for your project, whichever comes first. Once either of these events has passed, the cancellation fees will amount to 25% of the product cost of the project.

**3. Installation Costs:**

In cases where installation has commenced, cancellation will result in charges related to work already performed or scheduled.

**4. Refund Calculation:**

Refunds for cancelled orders will be calculated based on deductions for design, planning, order processing, and any applicable restocking fees. We will provide you with a detailed breakdown of the refund amount.

**5. Your Responsibility:**

We encourage open communication throughout the process. If you are considering cancelling your order, please inform us as soon as possible to minimize any potential costs.

Please note that our cancellation policy is designed to ensure fairness and protect the investments made in the design, planning, and preparation stages of your project. We aim to work with you to find an equitable resolution should cancellation be necessary.

## **5. RETURNS POLICY**

- 5.1. You have 14 days to return any Goods sold to you by Bowman's Kitchens & Bathrooms. (Exclusions apply. See section 7).
- 5.2. Items must be in original packaging and in a resalable condition.
- 5.3. Goods being returned must be sent to the address we determine.
- 5.4. We're unable to accept the return of opened shower enclosures, shower doors, bath panels unless they have been confirmed as a faulty item this is due to health and safety and repackaging restraints which render the items non-transportable and not in a resalable condition.
- 5.5. Returning Tiles – Tiles left over after wastage cannot be returned.
- 5.6. Items will be credited or refunded in full minus outgoing delivery charges or return charges.
- 5.7. You have 14 days from the day the return is accepted to return the Goods to us.
- 5.8. Items must be in resalable condition, original undamaged packaging, unused with no signs of fitting.

## **6. DAMAGED, MISSING OR FAULTY GOODS**

- 6.1. We do not cover damaged or faulty items which have been neglected by you, or which have become damaged due to poor maintenance. For guides on maintenance, please see the Goods manufacturers' websites.

## **7. RETURN EXCLUSIONS**

- 7.1. Made to Order items cannot be returned.
  - 7.1.1. Special Order Items are defined as any items which do not appear in the Bowman's Kitchens & Bathrooms brochures or will be identified to you at the point of purchase and in your order acknowledgement. These will be marked with a (s) or a (\*) on your order confirmations.
  - 7.1.2. Special Order Items can only be cancelled up to 15 days prior to your initial delivery date once your order has been placed.
  - 7.1.3. Special order items which are authorised for returns are subject to relevant restocking and returns fees. Made to order items are excluded from return.
- 7.2. Made To Order items cannot be cancelled once ordered.
  - 7.2.1. Made To Order are specifically altered or manufactured on your request such as Spa Baths, Wall Panels & specially plated items cannot be returned.
- 7.3. Perishable Goods are defined as anything that can lose its usefulness and value if not appropriately stored or transported, or if not utilised within a certain period such as adhesives and grout. We may refuse the return of perishable Good if we believe at any point they have not been stored correctly or are passed their expiry date.

## **8. TILES**

- 8.1. We cannot guarantee to match batches of tiles to a previous order if customers require additional boxes later.
- 8.2. Tile sizes may have slight variances, this is due to the natural materials. All Bowman's Kitchens & Bathrooms' tiles adhere to BS standards on tile tolerances.
- 8.3. We recommend you keep a small quantity of tiles for future use should you need them.
- 8.4. It is not unusual for a small portion of tiles to be damaged to some degree upon delivery. These damaged tiles can be used for cuts. However, if an unacceptable amount has been damaged, please contact us immediately to report this and arrange replacements on [01245948400](tel:01245948400).

## **9. INDEMNITY**

9.1. Risk of damage to or loss of the Goods while on the customer's property will pass from Bowman's Kitchens & Bathrooms to the customer upon delivery or collection of the Goods except damage or loss caused by our installers.

9.2. Bowman's Kitchens & Bathrooms does not accept liability for damage caused by the operation of the Goods. This includes any damage to flooring or accidental product damage.

9.3. Colour match is as exact as the manufacturing process and materials allow and must be checked before installation. Woods are natural materials and therefore will have grain and colour difference. Tiles, ceramics, and acrylics have different light characteristics and will appear slightly different in certain lighting conditions to others.

9.4. Any CAD designs by Bowman's Kitchens & Bathrooms are for illustration purposes only. We reserve the right to make changes based on installation factors as required by real world factors. We will endeavour to make sure that all potential factors are addressed before proceeding with installation and any potential changes to the minimum possible required.

## **10. GUARANTEE**

10.1. Our guarantees cover Bowman's Kitchens & Bathrooms products purchased directly from ourselves only, for normal domestic use, covering the material structure of the item against manufacturing defects for the stated guarantee period.

10.2. Some guarantees need to be registered; please check with us for more information on how to register your products. In the unlikely event that you need to make a claim, you must contact us in writing by email to [info@bowmanbathrooms.co.uk](mailto:info@bowmanbathrooms.co.uk) or by post (address in section 1) simply state your order number or proof of purchase when contacting us.

10.3. If a fault is deemed to be within the terms of the guarantee we will advise you of how to proceed and what measures need to be undertaken.

10.4. At our own discretion we will replace in part or whole any product which is covered by our guarantee.

10.5. If a direct replacement is no longer available, we reserve the right to replace the product with the nearest equivalent or of equal or higher value.

10.6. In the event Goods are replaced and the original is found not to be defective we reserve the right to levy a charge for such items including all costs associated with their provision.

10.7. The guarantee does not cover;

I. Non-domestic use

II. Failure to utilise the product in accordance with written instruction

III. Fair wear and tear, including moving parts which are likely to perish through fair usage such as rubber seals.

IV. Parts which do not constitute the material structure of the product

V. Neglect, abuse or miss use of the product

VI. Electrical failure

VII. This guarantee is applicable in the UK only

## **11. DATA PROTECTION & PRIVACY**

11.1. We can only use your personal information/identity and any other information you provide to us to help us to comply with our duties under the law to provide the Goods and handle your payment for them. With prior consent we are also able to use your information to tell you about our products & services on the condition that we stop when instructed to do so by yourself in writing. We promise to use reasonable care to keep said information secure and confidential. You promise that the information

you provide to us is true and to notify us promptly of any changes.

**12. GOVERNING LAW, JURISDICTION, COMPLAINTS & CODES**

12.1. This contract will be governed by the law of England & Wales.

12.2. Disputes can be submitted to the jurisdiction of the courts of England & Wales or where you live in Scotland or Northern Ireland. Also, if you wish, you can use the following out-of-court or redress mechanism.