

Terms and Conditions of Supply, Design, and Installation

Bowman Bathrooms Ltd

Effective Date: Jan 06, 2025

These Terms and Conditions ("Terms") govern the provision of bathroom design services, supply of products, and installation services by Bowman Bathrooms Ltd ("we," "us," or "our"), a company registered in England and Wales (Company Registration Number: 14004226), to you, the customer ("you" or "Customer"). This service includes a 3-year workmanship warranty and is distinct from our Supply-Only option, which is governed by separate Terms. By engaging our services or making any payment, you agree to be bound by these Terms in their entirety.

1. Design Services

1.1 Design Process and Fee: We will prepare an initial draft of design concepts and a product specification ("Design Work") prior to receiving payment. A non-refundable design fee of £1,000 ("Design Fee") is payable upon your written or verbal agreement to proceed with the project. Payment of the Design Fee authorises us to release the Design Work to you and proceed to finalisation.

1.2 Nature of Design Work: The Design Work is prepared with reasonable skill and care as a conceptual representation of your bathroom. We aim to achieve an installation as close as possible to the Design Work, but you accept that real-world factors (e.g., site conditions, product availability, or technical constraints) may require adjustments. We will work closely with you to ensure the final result aligns with your intended design where exact replication is not feasible.

1.3 Design Fee Credit: The Design Fee is non-refundable due to the bespoke nature of the Design Work. However, it will be credited against the final balance upon completion of your installation, provided the project is completed with us.

1.4 Ownership of Design Work: All intellectual property rights in the Design Work remain with Bowman Bathrooms Ltd. Upon payment of the Design Fee, you are granted a non-exclusive, non-transferable license to use the Design Work solely for the purpose of completing your installation with us.

2. Product Orders and Specifications

2.1 Warranties: Products are covered by manufacturer warranties, which you must register directly with the manufacturer. It is your responsibility to register these warranties; we will not cover replacement costs for items lacking a valid warranty due to your failure to register. Our 3-year workmanship warranty (see Section 4) applies separately to our installation work.

2.2 Special Order Items: Items designated as "special order" are bespoke goods made or procured to your requirements. Once confirmed via the DocuSign process (Section 5.2), these items are non-cancellable and non-refundable.

2.3 Tiles: We provide tile quantity estimates with reasonable care, including wastage allowance, to ensure sufficient supply for installation. Any excess remains non-returnable due to batch-specific procurement.

2.4 Product Availability: Orders are subject to availability. If an item becomes unavailable, we will notify you promptly and offer a suitable alternative or adjust the project scope in consultation with you.

2.5 Colour and Finish Variations: Slight variations in colour, texture, or finish may occur due to manufacturing processes. We are not liable for such variations, provided the goods are of satisfactory quality and fit for purpose.

3. Delivery

3.1 Delivery Coordination: Delivery times are estimates provided in good faith and coordinated with your installation schedule. We are not liable for delays beyond our control (e.g., manufacturer delays, shipping disruptions).

3.2 Delivery Process: Goods are delivered to your installation site after installation has begun. Our Approved Bowman Fitters will move goods to an area you designate on-site. Once delivered, their safe and secure storage is

your responsibility until installation is complete.

3.3 Inspection: As part of our project-managed installation service, our Approved Bowman Fitters inspect goods upon delivery to ensure suitability for installation. You do not need to inspect goods, as this is handled by us.

3.4 Risk and Title: Risk of loss or damage passes to you upon installation completion. Title passes upon full payment of the final balance.

4. Installation Services

4.1 Scope: We provide a complete bathroom installation service, including all supplied products (e.g., fixtures, tiles, pumps, water softeners) and associated labor (e.g., plumbing, tiling), performed by our Approved Bowman Fitters. This is an all-encompassing service covering everything within the bathroom area unless explicitly excluded in writing.

4.2 3-Year Workmanship Warranty: We warrant our installation work and all related parts for three (3) years from the date of completion. This covers defects in labor or materials we install, provided:

- The bathroom is used as intended and not subject to misuse, neglect, or accidental damage;
- No third-party work (e.g., repairs, modifications) is performed on the bathroom, as this voids the warranty for affected areas and related components.
Claims must be reported to us in writing with evidence as soon as issues arise. We will repair or replace at our discretion, free of charge, within this period.

4.3 Site Assumptions and Support: We want your bathroom to last, so we assume your underlying substrates (e.g., walls, floors) are sound and ready for installation, water pressure suits the design, and electrical systems are up to code. If we spot anything that needs a bit more love—like reboarding, floor reinforcement, pumps, or electrical updates—we'll chat with you about any additional charges to get it just right. Our goal is a smooth, long-lasting installation, and we're here to help every step of the way!

4.4 Exclusions: We are not liable for:

- Pre-existing site conditions (e.g., structural issues);
- Product failures covered by unregistered manufacturer warranties;
- Issues arising from third-party interference.

4.5 Electrical Standards: Where our installation includes electrical elements (e.g., pumps or water softeners), we ensure compliance with Part P safety standards. If your current wiring needs work to meet these rules, we'll let you know about any extra costs upfront. You'll receive a Part P certificate once the electrical bits are done.

4.6 Waterproofing Needs: We include waterproofing for wet areas like baths and showers as standard. Some properties might need more (e.g., full-room tanking due to specific building rules)—if so, tell us early, and we'll factor it in. If it's not in the DocuSign, we can add it later with your agreement, at an extra cost.

4.7 Keeping Your Space Safe: Before we start, our fitters will lay down protective coverings (e.g., mats or boards) to shield your floors. If you've got shared hallways or stairs needing extra care, just give us a heads-up—this might come with a small additional fee.

5. Payment

5.1 Design Fee: A £1,000 Design Fee is payable upon your agreement to proceed, prior to release of the Design Work.

5.2 Second Payment: Upon finalisation of the Design Work via our DocuSign process (where you review and triple-check all project details), 75% of the total project cost (products and installation) is due in cleared funds.

5.3 Final Payment: The remaining 25%—less the £1,000 Design Fee credit where applicable—is payable upon

completion of installation and commissioning of the bathroom, following our sign-off process. The 3-year workmanship warranty takes effect only upon receipt of full payment.

5.4 Exclusions: Our quoted price covers products and installation as specified, including tile adhesive and trims. Extras like parking fees or congestion charges are not included unless noted in the DocuSign and will be invoiced separately if they come up.

5.5 Payment Timing: If the final payment isn't made on time after sign-off, we may need to pause our team's work. In that case, a waiting fee of £300 per day (plus VAT) per Approved Bowman Fitter might apply until we're back on track—let's keep things moving smoothly together!

6. Limitation of Liability

6.1 General: Our liability is limited to the total project value (products and installation). The 3-year workmanship warranty is your primary remedy for installation issues. We are not liable for indirect or consequential losses (e.g., loss of use, profits) beyond statutory rights.

6.2 Design Accuracy: We strive to match the Design Work, but minor discrepancies due to real-world factors are not our liability, provided we collaborate with you to achieve a satisfactory outcome.

7. Customer Responsibilities

7.1 Cooperation: You agree to:

- Provide accurate site details during design and note any items you wish to retain (anything remaining when we start is deemed waste and will be disposed of);
- Ensure site access and readiness (e.g., utilities available, clear space) for installation;
- Register manufacturer warranties for products;
- Report any snagging issues (e.g., minor adjustments needed post-installation) within a generous fourteen (14) working day period after installation completion—we'll sort them out promptly under our service promise. After this, any issues fall under our 3-year workmanship warranty. We trust you'll settle the final payment on completion so we can keep delivering top-notch support, as minor snags are no reason to delay our shared success;
- Ensure timely access to the site and adhere to agreed installation dates—any frustrated access or changes to scheduled dates by you may result in additional costs (e.g., rescheduling fees or extra labor), which we'll discuss with you if they arise;
- Maintain the bathroom per warranty terms and refrain from third-party work.

7.2 Support: We are committed to delivering an exceptional bathroom and rely on your cooperation.

7.3 Waste Handling: During installation, we'll tidy up waste into bags or a skip—whichever suits the job—and store it neatly on-site, with one removal included at the end. You'll need a small spot (like a spare room) for storage unless we're using a skip. Want extra removals? Just ask, and we'll arrange it for a small fee.

8. Force Majeure

We are not liable for delays or failures due to events beyond our control (e.g., acts of God, supply chain disruptions).

9. Statutory Rights

These Terms do not affect your statutory rights under UK law (e.g., Consumer Rights Act 2015). Visit www.gov.uk/consumer-protection-rights for more information.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales, with disputes subject to the exclusive jurisdiction of its courts.

11. Amendments

We may amend these Terms by posting updates on our website or notifying you directly. The version in effect at the time of your agreement applies.

12. Acceptance

Payment of the Design Fee or any project installment constitutes your acceptance of these Terms.

13. Cancellation and Termination

13.1 By You: You may cancel before the DocuSign process is completed, forfeiting the Design Fee. After DocuSign, cancellation incurs costs including restocking fees, return delivery fees, warehouse fees for products ordered, and any work begun, deducted from any refund.

13.2 By Us: We may cancel if you breach these Terms (e.g., non-payment) or if circumstances beyond our control prevent completion, refunding payments less costs incurred.

13.3 Project Timeline: We aim to complete your installation within 6 months of the Design Fee payment, unless otherwise agreed in writing. If you fail to provide access or delay the project beyond this period without prior agreement, we may terminate the contract and recover reasonable losses (e.g., non-returnable items), notifying you in writing.

14. Privacy and Data Protection

We process your data per the UK GDPR and Data Protection Act 2018. See our Privacy Policy at www.bowmanbathrooms.co.uk.

15. Complaints and Dispute Resolution

Contact us at info@bowmanbathrooms.co.uk or 01376 617 001 within 30 days of an issue.

16. Entire Agreement

These Terms and your order confirmation form the full agreement between us.

17. Notices

Notices must be in writing to our registered office or your provided contact details.

Bowman Bathrooms Ltd

Unit 26-27, Block B, Braintree Enterprise Centre, 46-48 Springwood Drive, Braintree, Essex, CM7 2YN, UK

Phone: 01376 617 001 | Email: info@bowmanbathrooms.co.uk | Company Registration Number: 14004226