

Terms and Conditions of Supply-Only
Bowman Bathrooms Ltd
Effective Date: Jan 6, 2025

These Terms and Conditions ("Terms") govern the sale and delivery of bathroom products 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 is strictly limited to product supply only—we have not been engaged to provide installation, design implementation, or project management. By placing an order or paying the design fee, you agree to be bound by these Terms in their entirety.

1. Design Services

1.1 Design Process and Fee: We may prepare an initial draft of design concepts and product specifications ("Design Work") before payment. A design fee ("Design Fee") of £1,000 is payable upon your written or verbal agreement to proceed. Payment authorises us to release the Design Work and item list to you.

1.2 Nature of Design Work: The Design Work is a conceptual guide, crafted with reasonable skill and care. It's illustrative only—not a final plan—and we may adjust it due to factors like product availability. We bear no liability for its practical application, installation, or project outcomes, as this is a supply only service.

1.3 Non-Refundable Design Fee: The Design Fee is non-refundable once paid, covering our work to create and share the Design Work. As a goodwill gesture, it's credited against your order total upon full payment, provided the order aligns with the Design Work and you've acted in good faith (see 1.4).

1.4 Good Faith Requirement: Paying the Design Fee signals your intent to order most items from the Design Work, with reasonable tweaks as needed. We may withhold the credit if you act in bad faith, such as:

- Using our Design Work to source supply quotes elsewhere.
- Cherry-picking only unique items while sourcing the rest from competitors.

1.5 Ownership of Design Work: All intellectual property in the Design Work stays with us. Payment grants you a non-exclusive, non-transferable license to use it only for ordering from us—not with other suppliers—unless we agree in writing.

2. Product Orders and Specifications

2.1 Warranties: Products come with manufacturer warranties, which you claim directly from them per their terms. We ensure goods meet standards for quality, purpose, and description, and we'll assist with warranty issues to keep you happy. We have no liability for installation or use.

2.2 Special Order Items: "Special order" items are custom-made or sourced for you. Once confirmed in writing or paid for, they're non-cancellable and non-refundable.

2.3 Tiles: We estimate tile quantities with care, factoring in wastage, to match batches and cover your project. Leftover amounts may vary based on your installer's methods or site needs. You can adjust our estimates, but all tiles—ours or yours—are non-returnable due to their custom nature.

2.4 Product Availability: Orders depend on stock. If something's unavailable post-confirmation, we'll let you know quickly and offer a similar option or a refund for that item, our choice.

2.5 Colour and Finish Variations: Manufacturing can lead to slight differences in colour, texture, or finish between batches or samples and delivered goods. We're not liable if they're still quality and fit for use.

3. Delivery

3.1 Delivery Times: Lead times are good-faith estimates based on information at order time. Delays out of our control such as quality control checks or shipping delays are not Bowman's responsibility.

3.2 Palletised Deliveries: Goods arrive via pallet to your kerbside unless we agree otherwise in writing. It is your responsibility to handle from there and must ensure delivery access. Where possible we will advise on the estimated date of arrival.

3.3 Inspection and Damages: Check your delivery on arrival. Report any damage, defects, or mix-ups to us in writing with photos within five (5) working days. We'll address these at no cost if reported in time. Outside this period, repairs or replacements will be chargeable, unless your statutory rights apply (see Section 7).

3.4 Risk and Title: Risk shifts to you when goods hit the kerbside or agreed spot. Ownership transfers once you've paid in full.

4. Payment

4.1 Design Fee: The Design Fee is due upfront when you agree to proceed, before we release the Design Work.

4.2 Order Payment: Full payment for products is needed before dispatch, in cleared funds. Special order items require payment at confirmation. We may hold off shipping until funds clear.

5. Limitation of Liability

5.1 General: Our liability is capped at the order value, as far as law allows. We're not responsible for indirect losses—like lost use or profits—or costs from delays, installation, project management, or third-party actions.

5.2 No Installation or Design Liability: We're supply-only. We have zero liability for installation, design feasibility, project management, or how products perform once delivered. That's all on you and your chosen team.

6. Customer Responsibilities

6.1 Cooperation: By ordering, you agree to:

- View the Design Work as a guide, with no reliance on us for its use or installation;
 - Manage all installation and project needs yourself—we don't get involved;
 - Accept that special order items and tiles can't be returned;
 - Check deliveries and report issues within five working days;
 - Use our Design Work fairly, not to shop around;
 - Provide accurate delivery info and access;
 - Handle waste removal—products may arrive with packaging you'll need to dispose of.
- 6.2 Support: We're here to help with your order and value your cooperation.

7. Statutory Rights

As a consumer, your UK rights (e.g., Consumer Rights Act 2015) aren't affected. Check www.gov.uk/consumer-protection-rights for more.

8. Force Majeure

We're not liable for delays or failures due to events beyond our control, like natural disasters, strikes, or supply chain disruptions.

9. Governing Law and Jurisdiction

These Terms follow England and Wales law. Disputes go to their courts exclusively.

10. Amendments

We may update these Terms, posting changes on our site or notifying you. The version at order time applies unless required otherwise.

11. Acceptance

Paying the Design Fee or ordering locks in these Terms, forming our agreement with your order confirmation.

12. Cancellation and Termination

12.1 By You: Cancel before dispatch (except special order items, see 2.2) by writing to info@bowmanbathrooms.co.uk or our office. If we've incurred costs—like restocking fees—we'll deduct them from your refund, notifying you within 7 days, with any balance refunded within 14 days (Design Fee stays non-refundable, per 1.3).

12.2 By Us: We can cancel if you breach Terms (e.g., non-payment), can't fulfill due to uncontrollable issues, or payment's missing. We'll notify you and refund what's paid, minus costs.

12.3 Order Timeline: Orders should be completed (payment and delivery) within 6 months of the Design Fee. If you delay beyond this without agreement, we may cancel and recover losses (e.g., non-returnable items), letting you know in writing.

13. Privacy and Data Protection

13.1 Data Use: We process your info (name, address, etc.) to fulfill orders, per UK GDPR and Data Protection Act 2018.

13.2 More Info: See our Privacy Policy at www.bowmanbathrooms.co.uk for details on your rights.

14. Complaints and Dispute Resolution

14.1 Complaints: Reach out within 30 days to Unit 26-27, Block B, Braintree Enterprise Centre, 46-48 Springwood Drive, Braintree, Essex, CM7 2YN; 01376 617 001; info@bowmanbathrooms.co.uk. We'll reply within 5 working days and aim for a fair fix.

14.2 ADR: If we can't resolve it, you can use an ADR provider (details on request), without losing court options.

15. Entire Agreement

These Terms and your order confirmation are the full deal, overriding prior talks unless written in.

16. Notices

Send notices in writing to our office or email, or your provided contact. They're received: on delivery (hand); 2 working days (post); next working day (email, if no bounce-back).

Bowman Bathrooms Ltd

Registered Office: Unit 26-27, Block B, Braintree Enterprise Centre, 46-48 Springwood Drive, Braintree, Essex, CM7 2YN, United Kingdom

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