

**Jay Holdings Limited Trading As Anglia Hottubs Pool & Leisure
Terms & Conditions of Trading – Revised June 2005**

1. GENERAL

1.1 These conditions shall be incorporated in each contract (`contract`) to the supply of goods (`goods`) by Jay Holdings Limited and shall override and take the place of any other Terms & Conditions of Sale.

1.2 The `Company` means Jay Holdings Limited. The `Customer` means the company, person or firm from whom any order is accepted, or to whom any written or verbal quotation is addressed.

1.3 No variation of or addition to these conditions will bind the company and no order placed may be cancelled, deferred or varied without the written agreement of an authorized representative of the `company`. In the event of cancellation, deferral or variation of an order by the `customer` it shall indemnify the `company` in full against all loss (including the cost of labour and materials) damages, charges and expenses incurred by the `company` as a result.

1.4 All quotations issued by the `company` may be withdrawn at any time and shall in any event lapse after 30 days. No quotation by the `company` shall constitute an offer.

1.5 Any description contained in the `company`s` catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the `company`s` goods and shall not form a representation or be part of a contract.

2. ACCEPTANCE

2.1 Each order for `goods` to be supplied by the `company` shall be deemed to be an offer by the `customer` to purchase the `goods` upon these conditions and shall be accepted entirely on the discretion of the `company`. All orders must be accompanied by a non returnable deposit.

3. PRICE

3.1 The price of the `goods` shall be the price listed in the `company`s` published price list current at the date of delivery

3.2 The `company` reserves the right to vary the price list of all `goods` without prior notice in the following circumstances:

3.2.1 To reflect any increase in the cost to the `company` which is due to any factor beyond its reasonable control.

3.2.2 To reflect any changes to delivery dates, quantities or specifications for the `goods` which is requested by the `customer` or any delay caused by any instructions from the `customer` or failure of the `customer` to give the `company` adequate information or instructions.

3.3 All prices quoted include VAT at the statutory rate at the date of invoice. This rate is subject to change without notice.

4. PAYMENT

4.1 Subject to any special terms agreed in writing between the `company` and the `customer` payment for all `goods` supplied are payable in full on the date of delivery. Full payment is required irrespective of whether commissioning / erection of any `goods` supplied takes place on the delivery date.

4.2 In the case of payment other than by cash, payment shall not be deemed to have been made until the proceeds have been collected by the `customers` bank.

4.3 The `company` reserves the right to apply a 2.5% surcharge to all invoices where payment is made using a credit card.

4.4 Any grant of credit must be agreed in advance in writing by an authorized representative of the `company`

4.5 The `company` has the right to withdraw any credit facilities at any time by giving written notice to the `customer` in which case all amounts due to the `company` from the `customer` shall become due and payable.

4.6 The time of payment shall be the essence of the contract. In the event of default in payment by the due date the `company` reserves the right (without prejudice to any other right or remedy) to charge interest (both before and after any judgement) until payment is made in full and to suspend delivery or terminate the contract in respect of any `goods` remaining undelivered.

5. FORCE MAJURE

5.1 The `company` shall not be deemed liable for any loss or damage arising from any delay in production or delivery of any `goods` supplied or failure to fulfill any of its other obligations to the extent that such delay or failure is caused wholly or in part to causes beyond the `company`s` control.

6. DELIVERY

6.1 Any date or time given to the `customer` by the `company` for the delivery of any `goods` is intended as an estimate only. While the `company` will always endeavour to meet dates and times given or specified by either party, no such dates or times shall be binding to the `company` or form a term of contract. The `company` shall not be liable in any circumstances for the consequences in any delay in delivery. The `company` reserves the right to deliver the `goods` in advance of the quoted delivery date upon giving reasonable notice to the `customer`

6.2 Delivery shall take place when the `goods` are unloaded at or delivered to the `customers` premises or other delivery location agreed between the `company` and the `customer` except that:

6.2.1 If the `customer` collects or arranges collection of the `goods` from the `company`s` premises or nominates a carrier for the `goods` delivery shall take place when the `goods` are loaded on to the collection or carrier's vehicle.

6.2.2 If the `goods` are ready to be delivered from the premises of the `company` to the `customer` and the `customer` has failed or refused to provide the `company` with detailed delivery instructions and/or the place for delivery has not been agreed in writing by the `company` the delivery shall take place when the `company` has notified the `customer` that it is awaiting specific instructions and/or that the place for delivery has not been agreed.

6.3 The `company` reserves the right to charge an additional fee if the customer delays delivery of the `goods` by more than one month after the agreed date of delivery. This fee will be based on the sales contract value of the `goods` in storage multiplied by a percentage equal to 4% above the Barclays Bank PLC Base Rate.

6.4 Unless the `company` receives in writing written notice from the `customer` that delivery is to be made only to a specific person, any person accepting delivery at the agreed address shall be deemed to have the `customer`s` authority to accept the `goods`.

6.5 The `customer` undertakes to accept delivery within the agreed time and date and to provide suitable labour and facilities to enable the delivery to be completed on time. The `customer` agrees to indemnify the `company` against any additional costs resulting from any delay or damage to any `goods` caused by non provision of such facilities.

6.6 Unless otherwise stated all `goods` supplied to the `customer` are supplied flat packed for easy home assembly. Unless by prior written agreement the `company` are not deemed liable for the erection / commissioning / installation of any `goods` supplied.

6.7 Unless prior agreement is obtained in writing the commissioning of all hot tubs / erection of all buildings and installation of all `goods` supplied to the `customer` will take place at the time of delivery. The `company` reserves the right to apply costs of £85.00 per hour (including any part thereof) + VAT for any delays incurred as a result of the `customer` failing in his/her obligation to provide suitable means for the commissioning / erection / installation to take place.

6.8 The `company` shall not be liable for any loss or damage arising from the delivery or installation of `goods`.

7. TITLE TO THE GOODS

7.1 Notwithstanding delivery and the passing of risk in the `goods` or any other provision of these conditions, title in the goods remains vested in the `company` and shall only pass from the `company` to the `customer` upon full payment being made by the `customer` of all sums due.

7.2 Until such time as the `goods` passes to the `customer` the `company` shall be entitled to at any time require the `customer` to deliver the `goods` to the `company` and if the `customer` fails to do forthwith, to enter upon any premises where the `goods` are stored and reposes the `goods`.

7.3 The `customer` shall not be entitled to pledge in any way or charge by way of security for any indebtedness the `goods` which remain the property of the `company` but if the `customer` does so all monies owing by the `customer` shall (without prejudice to any other rights or remedies) of the `company` become immediately due and payable.

8. CANCELLATION

8.1 Cancellation of any order by the `customer` prior to delivery may be accepted by the `company` only on payment by the `customer` to the `company` of 20% of the order value to cover handling and other reasonable expenses and if the `company` agrees to accept the return of such `goods` such acceptance is conditional on the `goods` where applicable being returned in as substantially in as good a condition as when delivered and the `customer` paying any additional costs of returning the `goods` to the premises notified to the `customer` by the `company`.

8.2 Cancellation after delivery or after delivery & installation cannot be accepted and payment must be made in full.

9. CLAIMS AND RETURN OF GOODS

9.1 The `customer` shall examine the `goods` upon delivery and if any `goods` are seen to be damaged or missing or do not comply with the specification set out in the `company`s` sales order (if any) the `customer` shall state the details of such damage at the time of delivery. In any event the `customer` agrees to notify in writing the `company` and the carrier (where applicable) within 24 hours of such delivery or receipt of any apparent damage, defect or shortage.

9.2 Where applicable the `customer` shall comply with the carriers rules and regulations so as to enable the `company` to make a claim against the carrier in respect of any damage or loss in transit.

9.3 The `company` shall be under no obligation to accept the return of any `goods` except in accordance with condition 9.1

9.4 The `company` will not accept liability for damage to any equipment in which our `goods` are used for the purpose other than those for which they were designed.

These Terms and Conditions do not affect your Statutory Rights