



COVERS: Terms & Conditions of Sale

1. General

These Terms and Conditions apply to the sale between Hot Tub Care Ltd (Us, We) and the Customer (You), and shall apply unless agreed by Us in writing.

This agreement concerns the sale of goods for private domestic use only, and shall not extend to commercial usage. Commercial usage will invalidate your warranty.

If any cause outside of our control makes it impractical for us to complete the order, we reserve the right to refund all monies paid, without any other form of compensation.

2. Price

There is a standard price for a standard specification cover up to a maximum of 2.4m in length and width (please call for current price). Covers above this size, and/or with non-standard specification are priced on application.

VAT is included unless specified otherwise. Delivery within mainland England is included in the price. A surcharge will apply to other destinations.

3. Payment

Covers are manufactured to order, so full payment is required with your order. No refund will be given once manufacturing has begun.

4. Specification

If the manufacturer adopts any changes in construction or design of the cover, you shall accept the goods so changed, provided any such changes do not materially alter the functions or characteristics of the goods.

5. Order Amendments

If you wish to amend your cover colour, size or specification after placing an order then this must be done in writing. We will only be able to action an amendment if the cover has not been manufactured, and an additional charge may apply.

6. Measurements

You take responsibility for providing accurate measurements. We will make the cover exactly to your specifications and will not be responsible for errors other than our own.

If one of our engineers or representatives is visiting you for some reason, then you may choose to ask for their assistance in completing the order form. However our employees are not trained to measure covers, so it is your responsibility to check their measurements are accurate and you are happy with information provided. If you sign the form we will make the cover as per the measurements provided, and will not be held liable for any mistakes.

If you are having difficulty completing the order form, and we are familiar with your hot tub (ie. we supplied the tub, or have supplied a cover for your model before) then

we will provide a pre-completed order form with the measurements and specification we THINK will fit your hot tub. This is only intended as a guide, and you must check all measurements and specification before signing the order.

7. Strap Locations

The strap locations shown on the order form diagrams are approximate. If you require straps fitted in specific locations then you must provide the appropriate measurements.

8. Stock Covers

On occasions we may have a stock cover available which will fit your hot tub. We also offer second quality, or ex-display covers for sale. In this instance we will inform you of the colour, size, and if the cover is new or of second quality/ex-display. The price will be reduced accordingly if not new.

9. Delivery

Any time or date for delivery is an estimate only, and it is not the essence of contract and if the delivery is delayed for whatever reason, under no circumstances can compensation be considered or paid.

10. Operation and Maintenance

Neither the manufacturer or Us can be held responsible for any adverse consequences to the goods, property or persons arising from your failure to comply to the operating and/or maintenance instructions. These instructions are included on the warranty document which is supplied with your order confirmation letter. If you do not receive this document for any reason please contact us immediately.

11. Acceptance

You will be deemed to have accepted the goods unless You provide Us written notification of a defect by post, facsimile or email within 48 hours of delivery. If upon inspection, We find the complaint is justified, we shall at our own option either repair or replace the defective part(s) free of charge within a reasonable time period. We shall not be liable for any form of loss or compensation in such an event. This does not affect your statutory rights.

12. Warranty Claims

New covers are supplied with a 1 year manufacturer's warranty against defects in materials or workmanship. Please see the warranty document for full details of the warranty. The customer is responsible for care of the cover in accordance with the care tips on the warranty document, and any use outside our recommendations will invalidate the warranty. Exclusions on the warranty are 1) damage caused by excess chemicals and/or chemical imbalance, 2) foam breakage, 3) torn vinyl, 4) torn handles (handles are for opening and closing only, and are not designed to carry the cover).

All claims under the manufacturers' warranty should be directed to Us by quoting your name and order number.

Nothing in these terms and conditions affects your statutory rights.