

## Service Terms and Conditions

These terms and conditions ('terms') apply to the service contract ('contract') between the person ordering the services ('customer' or 'you' or 'your') and The Hot Tub and Swim Spa Company ('we' or 'us' or 'our' or 'company'). The contract requires The Hot Tub and Swim Spa Company to attend your property between 1 & 4 times ('visit'), depending on contract option. Please read these terms carefully before agreeing to the contract as they contain important information. Should you have any questions please contact us by telephone on 0208 300 4003, or email at [sales@hottub-swimspa.com](mailto:sales@hottub-swimspa.com).

1. If you have proceeded with a monthly subscription payment option for a Silver Service, 12 monthly payments must have been completed before we attend to conduct the visit.
2. If you have proceeded with a monthly subscription payment option for a Platinum, Gold or Seasonal Service, the first 3 monthly payments must have been completed before we attend to conduct the first visit.
3. Failure of payment will result in cancellation of contract.
4. Should cancellation of contract due to failure of payment, we will contact you to notify of cancellation & our withdrawal from obligation to service commitments of the contract.
5. Upon you agreeing to a contract, we will contact you within 72 hours to book the date of the first visit in advance. We will contact you again 48 hours prior to the visit again for confirmation.
6. On date of visit you need to ensure our engineers have suitable access, including parking, entrance to property & access to hot tub and or swim spa.
7. During visit our engineer will need to have access to a hose to drain water and electricity.
8. If our engineers are not able to gain access to commence visit at appointed date and we are unable to contact you an additional charge may be incurred for us to re-attend.
9. Our engineers are employed directly by us and will always wear company uniform & drive company vehicles.
10. During the visit our engineers will take photographs of the hot tub and or swim spa before commencing with services and photographs after completion. Photographs are stored securely within our internal systems; you can request copies at any time. Photographs will be used to assist our service delivery to you and also to help facilitate any recommendations of additional works if required.
11. Certain hot tub and or swim spa manufacturers/ models replacement filtration cartridges may require special delivery. This would incur a surcharge of £80.00 including VAT and will be invoiced by us to you, requiring payment outside of the payment agreement for the contract. If this is the case will advise either upon contacting you within 72 hours of you agreeing to contract or upon our engineer's initial visit. You can then choose to proceed with additional charges or decline. If you decline your filtration cartridge will not be replaced where by the contract will continue here by no monies are deductible from agreed rate.
12. Due to hot tub and or swim spa age and or manufacturer type, we may not be able to replace filtration cartridges. If this is the case we will advise you either upon contacting you within 72 hours of you agreeing to a contract or upon our engineer's initial visit. Once notified if you continue to proceed with contract where no monies are deductible from agreed rate.
13. If contract is for a Hot Tub Service option, please be advised should your hot tub have 2 or more hydrotherapy pumps a surcharge of £100.00 including VAT will be invoiced by us to you, requiring payment outside of the payment agreement for the contract
14. If your hot tub and or swim spa has a built in stereo system, please note a surcharge of £175.00 including VAT per stereo system will be invoiced by us to you, requiring payment outside of payment agreement for the contract.
15. If your contract is for Hot Tub Platinum Service, upon our first visit we will supply you with the following chemicals:
  1. 1KG EzChlor x1
  2. 1KG EzPucks x1
  3. 1KG EzOxyShock x2
  4. 1KG EzGlow x2
  5. 1KG Superfast Chlorine Shock x1
  6. EzTilex x1
  7. Ez Instant Filter Cleaner x1
  8. Test Strips x1 (tub contains 50 individual strips)

During the visit our engineer will explain & demonstrate usage to you. Please be advised that on occasion products listed above may not be available with specific brand named product listed – in this eventuality we will supply an alternative brand named product of same size and our engineer will make you aware during the visit. Chemicals listed above account for £145.00 including VAT of the total value of a Hot Tub Platinum Service contract.

16. If your contract is for Swim Spa Platinum Service or Combined Hot Tub & Swim Spa Platinum service, upon our first visit we will supply you with the following chemicals:

1. 2.5KG Mini Chlorine Tablets x2
2. 5KG Chlorine Granules x1
3. 5KG Non Chlorine Shock x1
4. 5KG PH Minus x1
5. 7KG PH Plus x1
6. 1KG Superfast Chlorine Shock x1
7. 1KG EzGlow x2
8. Ez Instant Filter Cleaner x1
9. Ez Tilex x1
10. Test Strips x1 (tub contains 50 individual strips)

During the visit our engineer will explain & demonstrate usage to you. Please be advised that on occasion products listed above may not be available with specific brand named product listed – in this eventuality we will supply an alternative brand named product of same size and our engineer will make you aware during the visit. Chemicals listed above account for £240.00 including VAT of the total value of a Swim Spa Platinum Service/ Combined Hot Tub & Swim Spa Platinum Service contract.

17. If your contract is for a Platinum Service, you are entitled to a 10% discount on any purchases you make in our showroom for chemicals and or accessories. This discount offering will only be available providing your contract is still active and no monies payable by you to us are outstanding either for your contract or any other invoiced work.
18. Upon completion of visit our engineer will leave you with a copy of a maintenance sheet with timings of visit, works completed and if applicable any recommended further/ additional works. If applicable, any recommendations for further/ additional works from our engineer will be quoted including labour (£96.00 - £145.00 including VAT [depending on location] for first 30 minutes of labour required & £42.00 including VAT for every additional 30 minutes required thereafter) and cost of parts.
19. If you have proceeded with a monthly subscription payment option, your first monthly payment will be processed on the 1<sup>st</sup> of the following month (example, agree to contract on 25<sup>th</sup> of January your initial monthly payment will be processed on 1<sup>st</sup> of February), whereby terms of service will commence. This will form your anniversary date whereby payments will continue on the 1<sup>st</sup> of every month thereafter. Upon your completion of the 12 monthly payments completing the contract, unless notified by you in advance, monthly payments will continue automatically starting another 12 month cycle of payments and continuation of us providing you with services associated to the contract.
20. If you have proceeded with a one off annual payment option, your payment will be processed within 3 working days of your agreement to contract, whereby terms of service will commence. This will form your anniversary date. Upon completion of the 12 month term for services provided, unless notified by you in advance, on the anniversary date payment for the following year will automatically be processed, starting another 12 month cycle and continuation of us providing services associated to this contract.
21. We reserve the right to update price payable by you for services provided within the contract and or any of the terms listed within the contract, in the future. In this eventuality we will advise you of any 3 months in advance of changes becoming active.
22. In order for us to ensure our terms of the contract are met and high customer service levels achieved, we reserve the right to decline a contract prior to commencement. We also reserve the right to cease/ cancel an existing agreement. In this situation, if applicable and within the terms outlined in the contract, should monies have been paid by you for services not yet rendered in completion, a proportionate refund taking into account services completed against services outstanding will be provided to you
23. We reserve right to withdraw from our obligations of service delivery outlined in the contract and require you to still for fill your payment obligations (if pay monthly completion of outstanding monthly payments within the 12 month term, or if one off payment has been completed no refund provided), in the event that:
- a. You repeatedly fail to meet the terms of the contract.
  - b. Our operatives have received verbal and or physical harassment via telephone, e-mail and or face to face either within our premises of business or during an engineer visit from you or any third parties associated with you.
  - c. You fail to provide a safe working environment for our operatives to complete works during a visit.
- In this event we will write you formally whereby you will have the opportunity to discuss anything stated you believe unfounded prior to formal enactment of this term.



The Hot Tub and Swim Spa Company  
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Sidcup  
Kent  
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Tel: 0208 300 4003

email: sales@hottub-swimspa.com

**PERIOD OF CONTRACT:** The contract will run for a period of one calendar year from the date of which your contract commences called your anniversary date (see points 19 & 20 listed in terms for more information).

**PRICE AND PAYMENT:** Price and payment is as notified by The Hot Tub and Swim Spa Company at the time contract is entered. All prices are inclusive of VAT unless otherwise stated. We may increase the price (see point 21 for more information).

**RENEWAL:** Upon completion of the period of contract we will automatically renew your contract on the anniversary date, continuing the payment method you selected upon agreeing to the contract. If you do not want to have your contract automatically renewed you must notify us in advance of the period of contract completing (see points 19 and 20 for more information).

**EVENTS BEYOND OUR REASONABLE CONTROL:** We cannot accept liability for any delays or non-performance of our obligations under this contract as a result of any event or circumstance/s beyond our reasonable control. Where possible, we will take all reasonable steps to minimise the effect of the delay.

**LIABILITY:** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking the contract or our failing to use reasonable care & skill, but we are not responsible for any loss or damage that is not foreseeable (but we do not exclude or limit in any way our liability to you where it would be unlawful to do so) – we will make good any damage to your property negligently caused by us while providing services. However, we are not responsible for repairing/ making good any pre-existing faults or damage to your property, your utility bills or your continued maintenance of structural integrity & water treatment of your hot tub and or swim spa after a visit and or in-between visit/s.

**OTHER IMPORTANT TERMS:** The following other terms apply to the contract between you and us:

- We may transfer our rights and obligations under these terms to another organisation, but we will contact you to let you know if we plan to do this.
- You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- The contract is between you and us – no other person shall have any rights to enforce any of its terms.
- These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.
- Each of the paragraphs and terms within the contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs and terms will remain in full force and effect.

**Payment Information:** The Hot Tub and Swim Spa Company uses GoCardless to process your payments. Upon your agreement to The Hot Tub and Swim Spa Company terms and conditions you are directed to a secure portal powered by GoCardless. The Hot Tub and Swim Spa Company's privacy policy can be found at: <https://thehottubandswimspacompany.com/Privacy-Policy>. More information on how GoCardless process your personal data is available at:

<https://gocardless.com/privacy/payers>

<https://gocardless.com/privacy/details/>

<https://support.gocardless.com/hc/en-gb/articles/360000281005-GoCardless-and-GDPR>

[https://support.gocardless.com/hc/en-us/requests/new?ticket\\_form\\_id=360001950473](https://support.gocardless.com/hc/en-us/requests/new?ticket_form_id=360001950473)

**CANCELLATION:** You have a right to cancel the contract between you and us without giving any reason receiving full refund of any monies paid within 14 days of entering the contract. This is known as your '**cooling off**' period. In order to exercise your right to cancel you must notify us by a clear statement (phone call, e-mail, letter), ensuring that we receive this notification in advance of the cooling off period ending. If you do not notify us you will have not cancelled your contract and we will continue to collect payment.

If you request any services rendered by us to you that are included within the terms of the contract and we complete the requested services before the completion of your cooling off period this will be considered an '**express request to start work**'. By doing so the cancellation rights of the cooling off period are null and void. Any cancellation you request there after requiring returns of monies paid will be proportionate to services rendered by us including chemical delivery.

If you are cancelling your contract outside of your cooling off period you must notify us by a clear statement (phone call, e-mail, letter). If you do not notify us we will continue collecting payments until notified by you.