

1. General

Unless otherwise stated, all equipment is provided on a supply only basis and does not include installation. Where Bakewell Pools Ltd has offered an installation service, we may, as your agent ask a Third Party Contractor to carry out some or all of any work which you have instructed us to carry out for you.

Any specific terms or conditions sought to be imposed by either party must be agreed in writing by the other party.

Bakewell Pools Ltd has based its advice and recommendations on the information you have provided and cannot be responsible for any incorrect or unsuitable products that are ordered.

2. Prices

The price for the supply of good and services are set out in your quotation. On acceptance of your quotation, a non-returnable deposit of £5,000 is required to initiate an order. Final payment of the invoice is required 2 weeks prior to an agreed delivery date.

The price of the goods and services is inclusive of Value Added Tax.

3. Risk/Liability

Risk and responsibility will transfer to the customer upon delivery. Loss or damage subsequent to delivery is therefore your responsibility and you should therefore take necessary steps to insure the items if appropriate.

If delivery of your order is delayed by Bakewell Pools Ltd or their Third Party Contractor, they will not be responsible for any costs you incur due to this delay. This includes but is not limited to, crane and plant hire costs and building costs incurred due to the delay.

If an order is delayed at the customer's request once the goods have been despatched, the customer will be responsible for any charges incurred in holding and redelivering such goods.

4. Ownership of the Goods

You will only own the goods once they have been successfully delivered and full cleared payment has been received by Bakewell Pools Ltd

5. Delivery Costs

Delivery charges vary according to the type of goods ordered and the location for delivery. All delivery charges will have been included in your quotation.

6. Delivery

We will deliver the goods to the address you specify for delivery in your order. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). For pool deliveries we require you to be onsite to accept delivery.

We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed. If delivery is delayed due to any cause beyond our reasonable control, the delivery date will be extended by a reasonable period and we will contact you to arrange an alternative time.

7. Shortages

It is your responsibility to check the goods delivered are complete. Any shortages must be reported within 48 hours of delivery.

8. Access

The pools are delivered on a full size HGV lorry. Whilst we may offer advice on access, it is the customer's responsibility to ensure that the delivery lorry will be able to provide access to their property. Bakewell Pools will not be responsible for any additional costs incurred due to access issues.

9. Quality

The fibreglass pools supplied by Bakewell Pools Ltd are all handmade and may vary slightly from the dimensions provided.

It is the customer's responsibility to inspect the goods on receipt of delivery. Any product imperfections/damage on fibreglass pools caused during manufacturer or delivery must be highlighted to the driver immediately on inspection of the pool. Bakewell Pools Ltd cannot accept responsibility for any reported damage to a pool after this time.

It is Bakewell Pools Ltd responsibility to repair any damage to a pool incurred during transit.

10. Right to Cancel

We will permit you to cancel your order by sending written notice no later than 7 days after the date on which a deposit has been placed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

Fibreglass pools are made to order therefore cannot be returned once delivered. Orders cannot be cancelled once the pool is in transit.

Certain 'off the shelf' products can be returned provided they are not unpacked. It is your responsibility to send the goods back to the dispatch address at your own cost and risk as soon as possible.

11. Warranty

It is your responsibility to check the pool, inside and out, to ensure no damage has occurred during transportation. You must make the delivery driver aware should there be any damage and ensure this is documented on the delivery note. Photographic evidence must be sent to Bakewell Pools as soon as possible. Your pool is covered by a manufacturer's warranty from the date of delivery for a period of 10 years for water tightness of the fibreglass shell and 2 years for the gel coat with the exclusion of fading. This guarantee does not cover any damage incurred during the installation or any future damage that has been caused by an incorrect installation. The warranty does not cover staining/fading to the gel coat due to incorrect chemical usage or staining from building materials that have been left in the pool during the installation process.

All other equipment is subject to the specific manufacturer's warranty. Costs incurred to repair equipment damaged due to an incorrect installation will not be covered under the warranty and will be the customer's responsibility.

12. Customer Services

To protect your own interests please read the conditions carefully on receipt. If you are uncertain as to your rights under them or you want any explanation about them please contact Bakewell Pools Ltd.