

16/01/2025

Terms & Conditions

1. Definitions

The Cotswold Leisure Group Limited t/a Cotswold Eco Tubs at the address shown below:
Unit 1, Bradborough Farm, Southrop, Lechlade, GL7 3PH

- '**The buyer**' is the person or company buying products from The Cotswold Leisure Group Limited.
- '**Goods**' refers to all products purchased by the buyer from The Cotswold Leisure Group Limited.
- '**Services**' refers to any services purchased by the buyer from The Cotswold Leisure Group Limited.

Within this document, The Cotswold Leisure Group Limited may be referred to as Cotswold Eco Tubs.

2. Acceptance

This agreement applies to the advertisement, sale, and service of all products offered by Cotswold Eco Tubs.

The buyer automatically accepts our terms and conditions when products are purchased and agrees to follow the operating procedures outlined in the User Guide.

3. Prices

All quotations, price lists, delivery descriptions, and publicity materials are for indicative purposes only until confirmed in writing at the time of purchase.

We reserve the right to amend pricing at any point until a deposit is received.

4. Payment Terms

- Accepted payment methods: bank transfers, cash, and credit card. Credit cards may only be accepted by prior arrangement.
- A pre-payment deposit (typically £500 but dependent on model/customisation) is required to confirm all orders.
- The balance of monies for deposit payments is due within 48 hours of the invoice being raised. Failure to pay within this timeframe may result in the hot tub being re-released for sale.
- Full payment must be settled prior to delivery.

Late Payment Clause:

- Late payments will incur interest at a rate of 4% above the Bank of England base rate, calculated daily from the due date until full payment is received.
- Cotswold Eco Tubs reserves the right to withhold delivery until the full balance, including any accrued interest, is paid.
- Persistent non-payment may result in legal action and recovery of all associated costs, including solicitor's fees and debt recovery charges.

Cancellation Policy:

- As all products are custom-made, there is no cancellation policy for orders. Deposits and payments are non-refundable.
- In certain cases, if a custom hot tub order is cancelled, Cotswold Eco Tubs reserves the right to pursue the buyer for the full value of the product.

5. Delivery

- Delivery Locations:

- Cotswold Eco Tubs supplies and delivers across the UK and worldwide.
- Delivery price varies depending on location and agreements with local dealers (if applicable).
- Orders may be canceled if delivery is not available to your area.

- UK Mainland Delivery:

- Delivered via large van, pick-up truck, or flat-bed trailer.
- Buyers must ensure access is suitable for these types of vehicles.
- Delivery is ****kerbside only****, with the customer's assistance required for offloading the tub.

- Kerbside Delivery:

- Moving goods from the kerbside is the buyer's risk and responsibility.
- Drivers may deliver onto private property at their discretion, but any damage incurred (to property, vehicle, or product) is entirely the buyer's responsibility.
- Damages to lawns, flower beds, driveways, or other property due to narrow or difficult access routes are the buyer's responsibility.

- Installation Service:

- Available by prior arrangement, depending on access and geographical location.
- Costs are assessed case-by-case; please contact us for details.
- Installation service is not guaranteed unless explicitly agreed upon.

- Articulated Lorry Deliveries:

- Rarely used and only with the buyer's prior agreement.
- Buyers must have lifting facilities; a tail lift can be arranged at extra cost.
- Delivery is kerbside only, and the 3rd party driver will not assist in moving the hot tub.

- Access Considerations:

- Buyers must inform Cotswold Eco Tubs of any access difficulties prior to delivery.
- Additional charges may apply for challenging deliveries or re-deliveries due to access issues.
- Delivery is assumed to be kerbside unless otherwise agreed.

- Delivery Timeline:

- Estimated delivery is 3–6 weeks from the order date but may extend during peak seasons.
- Delivery times are advisory and non-binding; no liability is accepted for delays.

- Risk and Responsibility:

- Goods remain at Cotswold Eco Tubs' risk until delivered.
- For kerbside deliveries, the risk transfers to the buyer once goods are unloaded.
- For installation services, the risk transfers to the buyer upon completion of installation.
- Cotswold Eco Tubs retains the right to recover goods and enter the buyer's premises if necessary.

6. Inspection

The buyer must inspect goods upon delivery and report missing items or damage within 2 working days. Failure to report within this timeframe voids any claims for defects or missing items.

7. Warranty

DO NOT USE COAL OR ANY OTHER WOOD ALTERNATIVES AS A FUEL, AS THIS MAY DAMAGE THE HEATER DUE TO HIGHER BURNING TEMPERATURES.

We encourage to use a wood treatment on regular basis (ideally every Spring).

Cotswold Eco Tubs guarantees that the goods supplied will be free from defects on arrival unless where noted – for example, an ex-display hot tub. If you notice any damage, please report to us within 2 days. Cotswold Eco Tubs will endeavour to replace the faulty parts within 30 working days (parts warranty only).

Mainland U.K Warranty Conditions

Your hot tub is covered under a 24-month warranty consisting of:

- First 12 months entirety of hot tub
- Further 12 months for metal components (including boiler)

Warranty work is inclusive of full parts & labour.

Warranty does not extend to accidental damage – only to manufacture faults

The following situations are specifically excluded from this guarantee:

- Damage caused by incorrect handling, storage, installation, use, modification, or repair not authorised by Cotswold Eco Tubs
- Frost or other adverse weather damage
- Burning the incorrect fuels
- Overflowing the hot tub
- Overheating of the bubble system caused by misuse
- Overheating of the hot tub (defined as 50 degrees Celsius+)

- External factors such as power source
 - General wear and tear
 - Any damage or corrosion caused by mis-dosing of chemicals or water left in the hot tub for extended periods of time (defined as 5+ days with the presence of any chemical or water treatments).
 - Any fading due to exposure to ultra-violet light when hot tub not in use
 - Third party products guaranteed by subcontractors
 - Self-assembly kits
- In the event of any work being deemed non-warranty, the buyer will be liable to a charge.

Rest of World

Your hot tub is covered under a 24-month warranty consisting of:

- First 12 months entirety of hot tub
- Further 12 months for metal components (including boiler)

Warranty work is inclusive of full parts & but exclusive labour.

Warranty does not extend to accidental damage – only to manufacture faults

The following situations are specifically excluded from this guarantee:

- Damage caused by incorrect handling, storage, installation, use, modification, or repair not authorised by Cotswold Eco Tubs
- Frost or other adverse weather damage
- Burning the incorrect fuels
- Overflowing the hot tub
- Overheating of the bubble system caused by misuse
- Overheating of the hot tub (defined as 50 degrees Celsius+)
- External factors such as power source
- General wear and tear
- Any damage or corrosion caused by mis-dosing of chemicals or water left in the hot tub for extended periods of time (defined as 5+ days with the presence of any chemical or water treatments).
- Any fading due to exposure to ultra-violet light when hot tub not in use
- Third party products guaranteed by subcontractors
- Self-assembly kits

Warranty does not extend to accidental damage – only to manufacture faults

In the Event of any part being replaced under a parts only warranty, it is your responsibility to fit that part (however instructions are available).

No warranty work, including dispatch of parts, will commence until proof of purchase is

provided.

Warranties are non-transferable without the express permission of Cotswold Eco Tubs.

You accept that wood is a natural material. It differs from man-made materials each piece of timber will have grains and knots which will vary. Being a natural product wood will react to changes in atmospheric conditions. Some splitting of the timber may occur as it expands and contracts with changes of humidity and temperature. These are perfectly natural and does not affect the integrity of the timber or of the structure it is used in and therefore splitting, cracks & knots etc are not covered by any warranty.

We cannot be responsible for any lack of air ventilation/weather conditions which can cause a mould to grow, etc.

We also cannot be responsible for the lack of draw/fire in the burning chamber due to the location of the tub.

The goods provided by Cotswold Eco Tubs are a natural product and as a result slight variations in colour, size and weight may occur from time to time. Cotswold Eco Tubs will endeavour to keep these variations within limits but cannot guarantee continuity between batches of.

Non-Warranty Work Charges:

- Call-out fee: £60.00 (standard) or £90.00 (bank holidays).
- Labour: £85.00/per person per hour.
- Mileage: £1.20/mile after the first 15 miles.
- Parts: Chargeable at the current rate. Please contact us for an indication of costs. T .B.C

If you have decking or the hot tub is sunk into the ground etc, please create access for us to work on the hot tub. If this isn't possible, please contact us prior to making a booking so our engineers are fully aware prior to arrival, so that they have the correct tools and time allocated to undertake the repair.

We request that hot tubs are empty prior to repair (unless requested by Cotswold Eco Tubs). Any time taken awaiting commencement of repair will be chargeable at the Labour charge listed above.

Cotswold Eco Tubs reserve the right to change charges without any prior notice. All invoices for repairs are due within 48 hours.

The buyer is responsible for ensuring access to all hot tub components during repairs.

8. Electrical Connections

Hot tubs must be installed by a qualified electrician. Buyers must ensure:

- A dedicated, circuit breaker-protected connection.
- Outdoor cables are appropriately protected.
- Any electrical work complies with local regulations.

9. Liability

Cotswold Eco Tubs accepts no liability for:

- Poor water management.
- Installation or repairs by unauthorised third parties.
- Loss or damage once goods are delivered.

10. Obligations

The buyer is responsible for:

- Selection of product and its suitability for purpose.
- Following instructions provided by the manufacturer.
- Materials not included in the delivery.
- Unless agreed elsewhere assembly, delivery to the actual spot, installation of utilities, furniture, decoration.
- Application for all permissions necessary for compliance with any regulations or other applicable legislation.
- Co-operation with The Cotswold Leisure Group Limited to enable them to carry out their obligations.
- Indemnification of Cotswold Eco Tubs against claims arising from 3rd parties in respect of goods supplied.
- Keeping goods stored separately.

11. Force Majeure

Cotswold Eco Tubs is not responsible for delivery failures due to circumstances beyond their control, including strikes, weather, or regulatory changes.

12. Termination

- Orders cannot be cancelled or refunded once placed.
- Cotswold Eco Tubs may terminate agreements by providing notice and refunding any unspent funds.

13. Jurisdiction

All disputes will be governed by English law and resolved in English courts.

14. Entire Agreement

These Terms & Conditions represent the full agreement between the buyer and Cotswold Eco Tubs.

15.. Limitation of Liability:

While we aim to provide high-quality service, The Cotswold Leisure Group Limited is not responsible for any indirect, consequential, or incidental damages, including but not limited to loss of use, loss of data, or loss of income, resulting from the services provided.

By engaging our services or purchasing a product, you agree to these terms and conditions. If you have any questions or concerns, please contact us for clarification before proceeding with any work or purchases. If you have any concerns or questions, please contact us on the following:

Hello@cotswoldleisuregroup.co.uk

0333 242 3363