

TERMS AND CONDITIONS OF SALE

PROCare Shower & Bathroom Centre Ltd
The Gateway : Enfield Industrial Estate
Enfield Street : Wigan : WN5 8DB

Organisation: **PROCare Shower & Bathroom Centre Ltd**

Version: **4.1**

Effective Date: **1 August 2026**

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1. Scope and Applicability

- 1.1 These Terms apply to all sales of goods and services by ProCare Shower and Bathroom Centre Limited (Company No. 04300621), whose registered office is The Gateway, Enfield Industrial Estate, Enfield Street, Wigan, WN5 8DB.
- 1.2 These Terms do not apply to consumers (natural persons acting outside trade/business). Separate consumer terms are available upon request.

2. Definitions

- 2.1 "We/Us/Our" means ProCare Shower and Bathroom Centre Limited, its employees and agents.
- 2.2 "You/Your" means the purchaser of goods or services.
- 2.3 "Goods" means products supplied under this Contract.
- 2.4 "Contract" means the agreement for supply of Goods incorporating these Terms.

3. Contract Formation

- 3.1 All orders are accepted only under these Terms.
- 3.2 Order acknowledgements do not constitute acceptance; acceptance occurs upon dispatch or written confirmation.
- 3.3 Quotations are valid for 45 days unless otherwise agreed.
- 3.4 No variation of these Terms unless agreed in writing by a Director.

4. Price and Payment

- 4.1 Prices exclude VAT unless stated otherwise.

4.2 Payment terms:

- 4.2.1 Credit accounts: 30 days from month-end.
- 4.2.2 Non-credit accounts: Payment on order or delivery.
- 4.2.3 We reserve the right to require a deposit for any Special Order, kitchen product, customised product or batched item referred to in clause 7.4, before accepting an order or placing an order with a supplier. Any required deposit amount and payment deadline will be confirmed to you when the order is placed.
- 4.2.4 Where payment is made by commercial credit card or commercial debit card, a card processing fee of 1.9% of the relevant payment value will be charged. The fee will be notified before payment is taken. It does not apply to consumer credit cards or consumer debit cards.
- 4.3 Late payment incurs interest and recovery costs under the Late Payment of Commercial Debts Act 1998.
- 4.4 We reserve the right to suspend deliveries if credit terms are breached.

5. Delivery

- 5.1 Delivery dates are estimates only; time is not of the essence.
- 5.2 Risk passes on delivery; title passes only after full payment.
- 5.3 Additional charges apply for failed deliveries, out-of-hours deliveries, or special handling.
- 5.4 We are not liable for delays caused by events beyond our control.

6. Inspection and Acceptance

- 6.1 Goods must be inspected on delivery.
- 6.2 Claims for shortages or damage must be made within 48 hours.
- 6.3 Failure to notify within this period constitutes acceptance.

7. Returns and Cancellations

- 7.1 Returns require prior written authorisation and a valid returns number.
- 7.2 Goods must be in original packaging and resaleable condition.
- 7.3 Restocking fee applies (minimum £35).
- 7.4 Special Orders, kitchen products, customised products and batched items are non-cancellable and non-returnable once an order has been accepted, unless faulty or otherwise agreed by us in writing. If we agree to a cancellation, you must reimburse us for all reasonable costs and losses incurred as a result, including supplier cancellation charges, handling, storage and restocking costs. Any deposit paid may be retained and applied towards our reasonable costs and losses arising from the cancellation.
- 7.5 Faulty goods will be repaired, replaced, or refunded at our discretion.

8. Warranty

- 8.1 Goods are warranted for 12 months from delivery against material defects.
- 8.2 Claims must be notified within 7 days of discovery and within the warranty period.
- 8.3 Warranty excludes misuse, improper installation, or unauthorised repairs.
- 8.4 Our liability is limited to repair, replacement, or refund of the purchase price.

9. Limitation of Liability

- 9.1 Nothing excludes liability for death, personal injury, or fraud.
- 9.2 We are not liable for indirect or consequential loss, loss of profit, or business interruption.
- 9.3 Maximum liability: contract price of the goods.

10. Compliance and Ethics

- 10.1 Anti-Bribery: You shall comply with the Bribery Act 2010. Breach entitles us to terminate immediately.
- 10.2 Modern Slavery: We comply with the Modern Slavery Act 2015 and expect you to do the same.
- 10.3 Environmental: You are responsible for WEEE disposal and packaging recycling in accordance with UK regulations.

11. Data Protection

- 11.1 Both parties act as independent Controllers under Data Protection Act 2018 and GDPR.
- 11.2 Personal data processed in accordance with our Privacy Policy.

12. Force Majeure

- 12.1 We shall not be liable for delays or failures caused by events beyond our reasonable control, including industrial action or supplier delays.

13. Governing Law

- 13.1 This Contract is governed by the laws of England and Wales.
- 13.2 Jurisdiction: exclusive to the English Courts.

14. Entire Agreement

- 14.1 These Terms constitute the entire agreement and supersede all prior communications.