

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

These Terms and Conditions are the standard terms for the supply of Products and Services by R & L Bailey Limited ("Baileys"), a company registered in England and Wales under company number 06390769, whose registered office is 35 Chequers Court Brown Street, Salisbury, England, SP1 2AS.

1. Definitions

1.1. In these Terms & Conditions, the following definitions apply:

"Contract"	means the agreement between the Customer and Baileys to supply Products and carry out Services of which these terms form a part.
"Customer"	means the person or the organisation (including their employees, agents or assigns) for whom Baileys supply Products or Services.
"Engineer"	means the representative appointed by Baileys to deliver the Products and carry out the Services.
"Parties"	means the Customer and Baileys, and 'Party' shall mean either one
"Price"	means the Price payable for Products and Services
"Products"	means appliances and peripherals supplied by Baileys
"Services"	means the Services, such as installation, disconnection and recycling, as detailed in the Customer's order.
"Site"	means Baileys' website on which it offers for sale the Products and Services.
"Terms"	means these Terms and Conditions and any other document referred to within them.
"Writing"	includes electronic mail and comparable means of communication.

2. The Contract

- 2.1. These terms apply to all Baileys sales. Changes to these terms or any statements about the products are only valid if agreed in writing and signed by a Baileys director.
- 2.2. These terms form the full contract between the Customer and Baileys, overriding any other terms the Customer may suggest or expect based on trade, custom, or past dealings.
- 2.3. Any changes or additions to these terms are only valid if accepted in writing by an authorised person at Baileys.
- 2.4. By ordering a product or service, the Customer makes a legal offer to buy. The contract is formed only when Baileys sends a sales confirmation email and receives payment.
- 2.5. If an ordered product is unavailable, Baileys will notify the Customer and offer a choice of a full refund or an alternative product.
- 2.6. The contract is completed when the Product(s) is delivered (and installed, if applicable), unless Baileys has informed the Customer that the order is not accepted, or the Customer has cancelled it.

3. Description of Products and Services

- 3.1. Product descriptions are based on information on Baileys' website at the time of order. Images are for illustration only, and colours may vary slightly due to manufacturer differences or device settings.

- 3.2. Some features, like WiFi or smart technology, may require compatible devices. It's the Customer's responsibility to check compatibility before purchasing.
- 3.3. Product dimensions are for guidance only and may exclude handles or other protruding parts. The Customer must measure the intended space to ensure a proper fit. Baileys can provide a measure-up service at an additional charge.

4. Price and Payment

- 4.1. Prices include VAT but exclude delivery and additional services (e.g., installation). Prices are in GBP (£). Baileys' VAT registration number is GB 920 06 75 53.
- 4.2. Baileys make every effort to ensure that prices shown on the Site are accurate. If there's a pricing error, Baileys will notify the Customer to confirm the correct price or cancel the order. If no confirmation is received within three days, the order will be cancelled, and any payment refunded.
- 4.3. Payment is due at the time of order. Baileys accepts credit/debit cards, bank transfers (with prior agreement), and cheques (agreed in advance). Baileys also accepts cash for in-store purchases only.
- 4.4. Baileys will take reasonable steps to keep payment details secure but cannot be held liable for unauthorised access unless caused by its negligence.

5. Quality of Products

- 5.1. Baileys is responsible for providing products that meet UK consumer rights, including being as described, fit for purpose, and of satisfactory quality.
- 5.2. Products must remain free from material defects for a reasonable time, depending on their nature and Baileys' representations.
- 5.3. Legal protections include:
 - 5.3.1. Up to 30 days: Full refund for faulty products.
 - 5.3.2. Up to 6 months: If a product cannot be repaired or replaced, the Customer is entitled to a full refund in most cases.
 - 5.3.3. Up to 6 years: The Customer may claim for faults present at delivery, but proof of the fault is required after six months.

6. Supply of Services

- 6.1. Baileys will carry out work carefully, following manufacturer instructions and warranty conditions. The area will be left clean and tidy after installation or disconnection.
- 6.2. Delivery and service dates are for guidance only. Baileys is not liable for delays, and time is not of the essence in this contract.
- 6.3. Disconnection services are subject to the following conditions:
 - 6.3.1. The existing appliance must be disconnected from the water, electricity, or gas supply in line with legal and safety requirements.
 - 6.3.2. Baileys will only disconnect appliances that are safe to handle. If the existing appliance poses a health or safety risk (e.g., faulty wiring, leaks, hazardous materials), Baileys reserves the right to refuse disconnection.
 - 6.3.3. If valves are not working, the Customer is responsible for engaging a plumber to resolve the issue.
- 6.4. Baileys does not perform:
 - 6.4.1. Structural alterations or modifications to accommodate the disconnection.
 - 6.4.2. Disconnections involving built-in or integrated appliances requiring specialised tools or significant dismantling.

- 6.4.3. Work involving gas appliances unless performed by a certified Gas Safe Engineer.
- 6.5. Packaging will be removed if the Customer has purchased installation services.
- 6.6. Services will be performed by Baileys staff or authorised subcontractors.

7. Delivery and Installation

- 7.1. Customers are requested to check the preparation requirements for their appliance at <https://www.rlbaileyltd.co.uk/delivery-installation-information>
- 7.2. Delivery times will be for a morning or afternoon window on a specified day. Where possible, Baileys will notify the customer the day before the specific time window.
- 7.3. The Customer should notify Baileys if there are more than two steps leading to a property or where the Goods will be installed. In these cases, clause 7.4 will apply. Unfortunately, for insurance purposes, Baileys cannot allow the Customer to assist with delivery.
- 7.4. Some appliances may require a two-person delivery. If the Customer has not paid for a second person and it is found to be required when delivery is attempted, delivery will need to be rescheduled. The customer will be required to pay an additional delivery charge.
- 7.5. If Baileys is unable to deliver or install the product(s) due to the Customer's actions or omissions, including but not limited to:
 - 7.5.1. The Customer not being present at the agreed delivery time.
 - 7.5.2. The delivery or installation area being inaccessible.
 - 7.5.3. Failure to provide necessary information or preparation for delivery/installation (e.g., cleared access, adequate space).
- 7.6. Baileys reserves the right to charge the Customer an abortive visit fee. This fee will reflect the reasonable costs incurred by Baileys for the failed delivery or installation attempt.
- 7.7. If Baileys is unable to deliver the product(s) due to the circumstances above and the delivery is rescheduled, Baileys may charge the Customer for storage of the product(s). Storage charges will be calculated at a reasonable daily rate and notified to the Customer in advance.
- 7.8. The Customer will be responsible for the disposal of any packaging unless included in an installation charge or paid for separately.
- 7.9. The Customer is required to inspect the Products on delivery and report any defects immediately.
- 7.10. Old appliances will only be taken away if this service has been booked and paid for in advance.
- 7.11. Any additional peripherals required to enable installations (e.g., extra or longer hoses) will be charged to the Customer.

8. Notice of the Customer Statutory Right to Cancel (Individuals only)

This section applies to products and services purchased online, by phone, or by mail. It does not apply to in-store purchases or personalised products.

- 8.1. Customers who buy as individuals can cancel their order within 14 days without giving a reason.
- 8.2. The 14-day period starts when the Customer receives the product(s) or, for multiple items, when the last product is delivered.
- 8.3. To cancel, the Customer must inform Baileys in writing (e.g., letter or email). The notice should include:
 - 8.3.1. The date the products were ordered.
 - 8.3.2. The Customer's name and address.
 - 8.3.3. The cancellation date.

- 8.4. The Customer can use the model cancellation form at the end of these Terms, but this is not a requirement.
- 8.5. Once the Customer has notified Baileys that they have changed their mind, Baileys will contact the Customer to agree a method for returning the Product(s). If the Customer is responsible for returning the product(s) (and any free gifts), they must do so within 14 days of notifying Baileys of their cancellation, see Clause 9 below.
- 8.6. If the Customer returns the products: Baileys will refund the cost, including standard delivery charges (not express or timed delivery), within 14 days of receiving the returned product(s) or proof of return.
- 8.7. If Baileys collects the products: Refunds will be issued within 14 days of being informed about the cancellation.
- 8.8. If services (e.g., installation or recycling) are fully provided during the 14-day period, the Customer loses the right to cancel this element of their purchase.
- 8.9. The Customer must pay for services provided up to the cancellation point, and this amount will not be refunded.

9. Returns

- 9.1. Unless Baileys offers to collect the Product(s) from the Customer free of charge, the Customer will be responsible for the cost of returning the product(s).
- 9.2. Products must be returned in the same condition in which they were received. If the Customer returns the Product(s) in person or sends them, they will be at the Customer's risk until Baileys receive them. The Customer has a legal obligation to take reasonable care of the product(s) while they are in their possession.

10. Missing, Damaged and Faulty Products or Services

- 10.1. If any Products are missing at the time of delivery or delivery failed to arrive, the Customer must notify Baileys within seven (7) days of being advised the Products have been dispatched. Baileys will investigate and make arrangements for an alternative delivery of the missing Products. Should the Customer receive duplicate Products, they must arrange for their return with Baileys.
- 10.2. Customers should check products for damage upon delivery. If damaged, do not accept delivery and notify Baileys immediately.
- 10.3. Unfortunately, on rare occasions, the Customer may experience a fault with the product(s). In such cases, Baileys is there to assist. The Customer must contact Baileys, who will attempt to resolve the issue first. Products are covered by the respective Manufacturers' Warranty, and Baileys will facilitate any claims under the terms of the warranty.
- 10.4. If you are returning a product that is faulty, you will not be responsible for any return costs. This provision does not affect your statutory rights.
- 10.5. Installation Services are guaranteed for 12 months.
- 10.6. If an issue arises within the 12-month guarantee period, the Customer must report it promptly and stop using the product. Continued use may void the guarantee.
- 10.7. Baileys and its insurers must be given the opportunity to inspect the work and assess the reported defect.
- 10.8. If the fault is found to be unrelated to Baileys' work, the Customer may be charged for the inspection at standard rates.

11. Refunds

- 11.1. Refunds will be issued using the payment method originally used by the Customer, with no processing fee.
- 11.2. The refund may be reduced, or not provided at all, if:
 - 11.2.1. The product(s) have been used or installed.
 - 11.2.2. The product(s) are handled in a way that would not be acceptable in-store.
 - 11.2.3. Accessories are missing, or the product(s) and packaging are no longer “as new.”

12. Title and Risk

- 12.1. Product(s) will be at the Customer’s risk from the time of delivery. Ownership of the product(s) will only pass to the Customer when Baileys receive full payment of all sums due for the Product(s), including any applicable delivery charges.

13. The Customer’s Obligations

- 13.1. The Customer shall:
 - 13.1.1. Co-operate with Baileys in all matters relating to the work to be undertaken.
 - 13.1.2. Ensure that all utilities (water, electricity, gas) are accessible and safely operable at the time of installation or disconnection.
 - 13.1.3. Ensure the area surrounding the appliance is clear and accessible for the Baileys team to perform the installation or disconnection on safely.
 - 13.1.4. Obtain any necessary permissions (e.g., from landlords or property managers) before the installation or disconnection service is carried out.
 - 13.1.5. Ensure that pets and children are kept away from the working area.
 - 13.1.6. Where the area has restrictions on parking, submit permission or provide a parking permit for Baileys for the duration of the works.
- 13.2. The Customer acknowledges that some Services will require Baileys to isolate the electrical and or water supply, and as such, other areas of the premises may be without power and water for the duration of the Services.

14. Data Protection

- 14.1. “Data Protection Legislation’ refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced, or updated from time to time.
- 14.2. All personal information that Baileys may collect (including, but not limited to, the Customer name, postal address, email address, and telephone number) will be collected, used, and held according to the provisions of Data Protection Legislation as defined in clause 14.1.
- 14.3. Baileys collects, uses, and stores the Customer’s personal information as set out in the Baileys privacy policy.
- 14.4. In certain circumstances, Baileys may pass the Customer’s personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation defined in clause 14.1 and should use and hold the Customer's personal information accordingly.
- 14.5. Baileys will not pass on the Customer's personal information to any other third parties for marketing purposes without the Customer's express consent.
- 14.6. Baileys may take photographs for Baileys’ promotional use. They may appear on Baileys’ social media sites and websites. By agreeing to these conditions, the Customer has given Baileys’

permission. Baileys will own and retain the copyright of any image taken but will happily share it with the Customer.

15. Limitation of liability

- 15.1. Baileys are responsible for losses suffered by the Customer caused by Baileys breaking this contract unless the loss is:
- 15.1.1. Unexpected. It was not obvious that it would happen, and nothing the Customer said to Baileys before they accepted the order meant they should have expected it (so, in the law, the loss was unforeseeable).
 - 15.1.2. Caused by a delaying event outside our control. As long as Baileys has taken the steps set out in these terms, Baileys will not be responsible for delays outside its control.
 - 15.1.3. Avoidable. Something the Customer could have avoided by taking reasonable action, such as correctly following the installation instructions or having the minimum system requirements as advised to the Customer.
- 15.2. Baileys will not be liable for business loss. Products supplied by Baileys are for domestic and private use. If the Customer uses the Product(s) for any commercial, business or re-sale purpose, Baileys shall have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 15.3. If there is no facility to shut off the water supply to the property within the property and Baileys must use a stopcock in the street, Baileys will not hold responsibility or liability for any leakage or damage to any property when the supply is turned back on.
- 15.4. No Engineer will enter a property where minors are present, but no persons over 18. Should there be adults present when the Engineer enters the property, but the situation changes, and they are to leave the minor in the property alone, the Engineer will also leave at the same time.
- 15.5. Nothing in these conditions excludes or limits Baileys' liability for death or personal injury resulting from Baileys' negligence and that of Baileys' employees or agents or for fraud or fraudulent misrepresentation.
- 15.6. This clause 15 shall survive termination of the Contract.

16. Complaints, Communication and Contact Details

- 16.1. Baileys strive for excellence in all its work and would appreciate every opportunity to resolve any dispute amicably.
- 16.2. To contact Baileys with questions or to make a complaint, please call on 01722 323457 or email info@rlbaileyltd.co.uk

17. Other Important Terms

- 17.1. Nothing in these Terms shall prejudice any condition or warranty, express or implied, or any legal remedy to which Baileys may be entitled concerning the Products and Services under any statute, law or regulation.
- 17.2. Nothing in these Terms shall affect the Customer's statutory rights as a Consumer.
- 17.3. If, for any reason, any of the terms included in this Contract become illegal or otherwise unenforceable, the remaining terms will not be affected and will still apply.
- 17.4. The Contract shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Customer, without Baileys' prior written consent.
- 17.5. The failure by Baileys at any time or for any period to enforce any one or more of these Terms and Conditions shall not be a waiver of them or a waiver of the right to enforce such Terms and Conditions on a future occasion.

17.6. A person who is not a party to the Contract shall not have any rights to enforce its terms.

18. Governing Law and Jurisdiction

18.1. This Contract shall be governed by and construed under English Law, and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

MODEL CANCELLATION FORM (for Individuals Only)

To R & L Bailey Limited, 48 Fisherton St, Salisbury SP2 7RB

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Works Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to R & L Bailey Limited, 48 Fisherton St, Salisbury SP2 7RB, or scan it and email it to info@rlbaileyltd.co.uk

Alternatively, you can just email Baileys with your cancellation request, including your name and address details.