

COMMERCIAL LEISURE SUPPLIES LIMITED

ONLINE/TELEPHONE ORDER TERMS

We supply products for use with swimming pools, and their maintenance. These products may be purchased through our website (<https://commercialleisuresupplies.co.uk>) or by placing a telephone order (on **01622 795149**).

We only supply products to businesses. If you are a consumer, buying products in an individual capacity, please refer to the UK Pool Store Limited website (<https://www.ukpoolstore.co.uk>), whose sales are subject to separate terms that are appropriate for consumer sales.

The terms will apply to all orders made through our website or by telephone. Any services that we may provide (such as pool maintenance or cleaning services) will be subject to a separate agreement between us.

When placing a website order you must acknowledge your agreement to these terms before completing your order. When placing a telephone order you will be directed to these terms on our website by our customer services representative before placing your order. In either case a link to these terms will be included in an email confirmation of your order.

Please note that our liability to you is limited as set out in clause 13 of these terms.

As these terms may be amended from time to time by us, you should print a copy of these terms or save them to your computer so that you have a record of the terms that applied to your order.

Please click on the relevant headings below for further details of the relevant terms.

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1. About us

- 1.1 **Commercial Leisure Supplies Limited** (company number **06354996**) (we and us) is a company registered in England. Our registered office is at Unit 12a, 2M Trade Park Beddow Way, Aylesford, Kent, ME20 7BT. Our VAT number is **914 9430 21**. We operate the website: <https://commercialleisuresupplies.co.uk>
- 1.2 To contact us telephone our customer service team on **01622 795149** between 9am and 5pm Monday to Friday, or email info@comls.co.uk. You can also give us formal notice of any matter under the Contract in the manner set out in clause **17.2**.

2. Our contract with you

- 2.1 These terms and conditions (the **Terms**) apply to the order by you and supply of goods by us to you (the **Contract**). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 These Terms and the Contract are made only in the English language.

3. Placing an order and its acceptance

- 3.1 Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (the **Goods**) subject to these Terms.
- 3.2 Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 After you place an order, you will receive an email from us acknowledging that we have received it. We will email you again (normally within 2 working days) to confirm that we have accepted your order (an **Acceptance Confirmation**). The Contract between you and us will be formed when we send you the Acceptance Confirmation.
- 3.4 Payment is taken at the time that you place your order. If payment cannot be taken by us then your order will not be processed.
- 3.5 If we are unable to supply you with the Goods for any reason (for example if they are out of stock), we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible. We reserve the right to refuse to supply Goods to any individual or company for any reason.

4. The Goods

- 4.1 The images of the Goods on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your

computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.

- 4.2 The packaging of your Goods may vary from that shown on images on our site.
- 4.3 We do not manufacture the Goods. The manufacturer may change the specification of the Goods from time to time, for example if required by any applicable statutory or regulatory requirement. You must check the specifications of the Goods before you purchase them.
- 4.4 Certain of the Goods (such as chemicals) may only be available to customers who hold a valid Explosives Precursors and Poisons (EPP) licence issued by the Home Office and an associated photo ID. We will require sight of such documents before sales of these Goods can be made. Our website will identify where this is relevant to any Goods.
- 4.5 The shipping of certain of the Goods (such as chemicals) may be subject to additional rules governing their transport, such as the 'limited quantity' rules set out in the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) regulations. Our website will identify where this is relevant to any Goods. Where this applies then:
 - (a) We may only be permitted to sell such Goods in limited quantities in a single purchase.
 - (b) You may not be able to return such Goods to us unless you are doing so in compliance with the relevant regulations. Where you are intending to return any affected Goods you must contact us first so that we can provide appropriate instructions, and you must pay the cost of any returns.
- 4.6 Certain Goods (such as pool liners and covers) may be manufactured specifically to fit the dimensions of your pool. These products will be bespoke to you and we will not be able to re-sell these Goods to another party. As a result we will not accept returns of such Goods, and you will not be able to claim a refund of their cost.

5. Transfer of risk and title

- 5.1 You own the Goods once we have received payment in full, including payment of all applicable delivery charges.
- 5.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.

6. Delivery

- 6.1 We will contact you with an estimated delivery date, which will be within 5 days after the date the of Acceptance Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.
- 6.2 Please inform us when you place your order of any restrictions or special requirements for delivery (such as restricted site access), so that we can pass these restrictions on to our

delivery carrier. Unless you tell us otherwise, our carrier will leave a delivery at your specified delivery address without requiring a signature from somebody at that address.

- 6.3 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 6.4 If you instruct us to leave your goods without signature, or our carrier is unable to gather a signature on arrival, the responsibility falls on you to ensure a safe delivery site. We will not be held responsible for lost items if your delivery instructions have been adhered to by our carrier.

7. No international delivery

- 7.1 Unfortunately, we do not deliver to addresses outside England, Scotland and Wales. We cannot ship to Northern Ireland, Isle of Wight, Isle of Man, Jersey or Guernsey.
- 7.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in England, Scotland or Wales.

8. Price

- 8.1 The prices of the Goods will be as quoted on our site at the time you submit your order. When taking telephone orders we will refer to the prices on our site. We take reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, clause 8.4 describes what happens if we discover an error in the price of any Goods that you have ordered.
- 8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed. We reserve the right to revise any prices or details of Goods given on our site without notice.
- 8.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. If the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 8.4 It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
- (a) if the correct price of the Goods is **less** than the price stated on our site, we will charge the lower amount when dispatching the Goods to you; and
 - (b) if the correct price of the Goods is **more** than the price stated on our site, we will contact you by e-mail or telephone as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided

during the order process, we will treat the order as cancelled and notify you in writing.

If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your order and refund you any sums you have paid.

9. Delivery charges

- 9.1 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you either during the check-out process (for online orders) or by our customer services representative (for telephone orders), in either case before you confirm your order. Our charges vary depending on the delivery location, the type and value of Goods you have ordered and the requested delivery day. For more information about our delivery charges, please refer to our Delivery Charges page <https://www.comls.co.uk/terms-conditions/>
- 9.2 Some of the Goods we sell contain hazardous chemicals that must be safely transported and delivered by ADR specialist trained drivers. If you select any such Goods then additional delivery charges may apply, as described on the Delivery Charges page of our site.
- 9.3 We reserve the right to charge additional delivery costs if our carrier is unable to complete a delivery as a result of any restrictions or special requirements for delivery (such as restricted site access) of which you have not notified us.

10. How to pay

- 10.1 Payment for the Goods and all applicable delivery charges is taken when you place your order for the Goods.
- 10.2 We process all online transactions via Paypal Secure Servers. This may from time to time mean that we have to contact you directly if there is a problem, or any extra charges that may be applicable. Please ensure you leave us your best contact information during working hours.
- 10.3 If you wish to send us payment by any other means, please contact us by email at info@comls.co.uk , and we will liaise with you to complete your purchase.

11. Manufacturer's guarantee

- 11.1 Some of the Goods we sell to you come with a manufacturer's guarantee or warranty. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee or warranty provided with the relevant Goods.
- 11.2 It will be your responsibility to take any steps indicated by the manufacturer to register any such guarantee or warranty, and any claims under such guarantee or warranty should be made directly against the manufacturer.

12. Our warranty

12.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

12.2 We provide a warranty that on delivery the Goods shall:

- (a) subject to clause 4, conform in all material respects with their description; and
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

12.3 Subject to clause 12.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 12.2;
- (b) we are given a reasonable opportunity of examining the defective Goods; and
- (c) if we ask you to do so, you return the defective Goods to us at our cost but using such delivery carrier as we may notify to you,

we will, at your option, either replace the defective Goods or refund the price of the defective Goods in full. As we do not manufacture the Goods we sell, we are not ourselves able to repair them in the event of a defect.

12.4 We will not be liable for breach of the warranty set out in clause 12.2 if:

- (a) you make any further use of the defective Goods after giving notice to us under clause 12.3;
- (b) you alter or repair the Goods without our written consent;
- (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (d) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 12.2 to the extent set out in this clause 12.

12.6 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

12.7 These Terms also apply to any replacement Goods supplied by us to you.

13. Our liability

This clause contains limits on our liability to you. Please read this clause carefully to ensure you understand these limits.

- 13.1 References to liability in this clause **13** include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 We only supply the Goods for internal use by your business. We will not be liable to any third party to whom you may sell or otherwise transfer the Goods.
- 13.3 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) any other liability that cannot be limited or excluded by law.
- 13.4 Subject to clause **13.3**, we will under no circumstances be liable to you for any loss of profits, sales, business, or revenue, any loss of business opportunity, any loss of anticipated savings;, any loss of goodwill or any indirect or consequential loss.
- 13.5 Subject to clause **13.3**, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price paid by you for the Goods that have given rise to the relevant loss.
- 13.6 We accept no liability if you use any Goods for a purpose for which they are not advertised on our website, being the maintenance and cleaning of swimming pools.
- 13.7 Where Good are being returned to us:
- (a) you must pay the cost of the return; and
 - (b) we will, subject to clauses 4.5 and 4.6, only refund the original delivery cost you paid when placing your order at the standard rate. If you paid an additional amount for an enhanced delivery option, then we will not refund the amount that you paid that exceeds the standard delivery rate.

14. Termination

- 14.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:
- (a) you fail to pay any amount due under the Contract on the due date for payment;

- (b) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - (c) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 14.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 15. Events outside our control**
- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
 - (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 15.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please email us at info@comls.co.uk quoting your order reference and any other relevant information. If you opt to cancel, you will return any relevant Goods you have already received and we will, subject to clauses 4.5 and 4.6, refund the price you have paid, including any standard rate delivery charges.
- 16. Data protection**
- 16.1 We adhere to all relevant UK data protection laws.
- 16.2 As our products are only available to businesses, it is not anticipated that any significant personal data should need to be provided to us in connection with your order. However, any personal data that may be provided will be handled in accordance with our privacy policy, available here: <https://www.comls.co.uk/cookie-policy/>.
- 17. Communications between us**
- 17.1 When we refer to "in writing" in these Terms, this includes email.

- 17.2 Any notice given by one of us to the other under or in connection with the Contract must be in writing and be delivered by hand, sent by pre-paid first class post or other next working day delivery service, or email.
- 17.3 A notice is deemed to have been received:
- (a) if delivered by hand, at the time the notice has been signed for at the proper address;
 - (b) if sent by recorded delivery service, at 9.00 am on the first working day after the delivery date recorded by the delivery service; or
 - (c) if sent by email, at 9.00 am the next working day after transmission.
- 17.4 In proving the service of any notice, it will be sufficient to prove:
- (a) in the case of a letter, that such letter was signed for (if delivered by hand) or that delivery has been recorded by a recorded delivery service; or
 - (b) in the case of an email, that such email was sent to the specified email address of the addressee.
- 17.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18. General

- 18.1 **Assignment and transfer.** We may assign or transfer our rights and obligations under the Contract to another entity. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 18.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.
- 18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

19. Governing law

- 19.1 The Contract is governed by English law.

19.2 Each party irrevocably agrees to submit the resolution of all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.