



SUPPLY AND INSTALLATION TERMS AND CONDITIONS

These terms relate to the supply, fitting and after sales of any work or service provided by Riviera Tiles and Bathrooms Limited.

Customers are advised to read these terms thoroughly and if you have any questions regarding these please contact us before any works go ahead.

Terms of service:

- a) Upon agreement of any work to be carried out by Riviera Tile and Bathrooms, a date will be agreed on by both parties as to when to start the work, this will normally be the next available date we have unless the customer wants a later date. We will do our best to meet this date given but it may be subject to change in the unlikely event of any unforeseen and unpredictable circumstances. Customers will be made aware as soon as possible if the date does need to change.
- b) In the circumstance of a clerical error, such as a miscalculation, Riviera Tile and Bathrooms are not obliged to supply the products or services related to such error. It is important for the customer as well to check any quotations supplied by Riviera Tile and Bathrooms to ensure that your quote is complete, accurate and to your satisfaction.
- c) Customers must be aware any item or service not mentioned in the quotation may not be included in the quoted prices (in most cases amendment can be made)

Planning Process:

- a) Customers are required to bring to our attention anything which is relevant to the products and service you require, e.g. your building is a listed building
- b) Customers will need to obtain all necessary local authority consents, planning permissions and any other consent s and permissions that may be needed for relevant work prior to work starting.
- c) All goods provided by Riviera Tile and Bathrooms will be in a new condition (unless stated otherwise).

Additionally, all items, building materials, and work carried out by Riviera Tile and Bathrooms are covered by a 12 month guarantee.

Products and materials:

- a. Any products quoted are subject to availability and supplier stock, should any item quoted be no longer available, we will make all reasonable steps to contact you to see how you would like to proceed, which may include changing the quotation; if applicable, these changes will be chargeable on the final payment.
- b. Slight colour variations may occur in products such as panels, doors and tiles which is due to manufacturing. This is not a fault and is beyond Riviera Tile and Bathrooms control.
- c. Any products not included in the quotation may not be included.
- d. It is the customers responsibility to bring to our attention the need to meet any particular approval or exceptional regulation any items must conform to. Especially for certain disabilities (example TMV2)
- e. Riviera Tile and Bathrooms cannot be held responsible for items not provided by us or any damage incurred by a fault with items not provided by us.

f. At the discretion of Riviera Tile and Bathrooms, some items may not be eligible for return/refund (such as tiles, bespoke items or previously fitted items), and certain items may be returned with an incurred restocking charge.

Services:

a. Plastering, building alterations, and electrics are charged separately as shown on the quotation or installation instructions. Any changes made to these services after this contract has been signed may incur a further charge. Cancelling/removing any of these services after the contract has been signed may still be chargeable due to contractor's costs.

b. Works not included in the quotation or installation will not be provided without an additional cost.

c. We cannot be held responsible for any additional contractual work other than work specified in the quotation, e.g. electrical work, plastering and carpentry. Any additional work required by you will be charged accordingly.

d. This agreement is submitted based on staff and contractors being able to carry out their work unhindered and uninterrupted and are allowed continuous access to a safe working environment, with proper and free access to the property concerned, including the loft.

e. Riviera Tile and Bathrooms have one team of our own bathroom fitters but also use subcontractors who will carry out works on our behalf. Their work will be covered under the 12 month guarantee with Riviera Tile and Bathrooms.

f. Work completed by Riviera Tile and Bathrooms will not usually overrun its estimated time but will work additional days if required to finish the agreed work, without extra charge (providing the customer has not added extra works or items).

g. Riviera Tile Bathrooms installation teams will not work with other unknown tradesmen or DIYers on a project.

h. Customers must be aware that the fitting the process will require additional space inside the premises, for tools and storage of new bathroom goods. The use of a garage or additional room is helpful, but not essential.

Installation work practices:

a. Sticky back plastic sheeting is usually applied to carpets from a front door/access point to the bathroom. Other floor protection will be used on hard floors where necessary.

b. Tiles and wall/floor covering will be applied to walls/floors in areas seen, therefore tiles and floor coverings may not be applied under baths or shower trays. Wall tiles and wall coverings will be applied behind fitted and modular furniture unless otherwise stated/requested.

c. Plasterboard is commonly used in all areas of a bathroom including areas designated for a shower or bath. Wet rooms will typically have an additional waterproofing layer if necessary. Moisture resistant plasterboard or waterproof tileboard can be used but only if specified during the quotation process.

d. Tiles and wall coverings are generally overestimated to reduce the risk of running short. This may mean you will be left with some left over. Unfortunately, Riviera Tile and Bathrooms cannot refund any leftover material. (tiles, Karndean and boarding off-cuts) exceptions may apply,

e. Changes to the existing flooring (floorboards/chipboard) and walls (plaster, plasterboard and timber frames) will be left to the fitter's discretion to judge their suitability to receive new material of which Riviera Tile and Bathrooms builds your new bathroom. This only applies to the parts of the bathroom covered in the bathroom plan/quotation.

- f. Riviera Tile and Bathrooms reserve the right to decide acceptable tolerances of certain materials including tiles, plaster, timber, grouts, silicones and other building materials. All tolerances are in alignment with British Standards regulations.
- g. Pipework installed as part of the bathroom installation will be commonly done in Speed fit polybutylene. On occasion it may be necessary to install traditional copper pipework with the use a gas blowlamp. Customers may ask for an exception in the planning stages
- h. During the installation it may be necessary to interfere with utility supplies i.e. water supply, electricity supply, heating and hot water. Riviera Tile and Bathrooms will always try hard to keep the disturbance to these supplies to a minimum
- i. A working WC will be provided at night whenever possible if required. Access to a working WC during the day may be disturbed as the work around it progresses.
- j. Customers must acknowledge that dirt and dust is an inevitable consequence of refitting a bathroom, but we will do our utmost to keep this to a minimum.
- k. All conditions stated under this section are subject to the fitter's discretion.

If a customer wishes to make changes to our common practices, they should request a change at the planning stages and initial a change on the 'Quotation/Installation sheet', and failure to do so may mean we will follow our Common Work Practices as usual. Changes noted after installation has begun may be subject to an additional charge and or delays.

Warranty terms:

- a. Riviera Tile and bathrooms provide a 12 month comprehensive warranty for all products and services provided by Riviera Tile and bathrooms.
- b. If a defect in materials or workmanship within the guarantee period cause a product to fail, we will repair or replace the affected product or part without charge
- c. Where the product is no longer available, we shall, at our discretion, provide you with a replacement product of similar specification.
- d. The guarantee does not include damage as a result of using any strong chemicals, misuse or modification.
Also not included are normal wear and tear, natural discolouration over time and products not for domestic use only.
- e. All bathroom appliances and fittings have a manufacture guarantee which extends beyond 12 months; however, they do not always cover fitting costs.
- f. We reserve the right to send someone, including a third party, to inspect any faulty items if this is required, prior to confirming any repair or replacement.
- g. Riviera Tile and bathrooms will offer help within reason with any warranty claims against manufacturers even after the 12 month warranty period.
- h. Riviera Tile and bathrooms will not be held responsible for existing building faults that may have an impact on the use or appearance of the finished bathroom.
- i. The 12 month warranty period starts from last day of installation.
- j. The guarantee applies to the single product in question providing it has been maintained in accordance with the manufacturer's instructions, showroom guidelines and the "Cleaning and Maintenance" section.
- k. There are no other remedial options available under our guarantee.
- l. This guarantee is in addition to and does not affect your statutory rights.

Warranty and remedial work:

- a. Warranty work within the first 12 month will be free of charge.

- b. Additions or changes during the 12 month warranty period may be chargeable.
- c. Manufacturers warranties do not cover the cost of labour, Riviera Tile and Bathrooms may charge at the standard rate for work carried out on items required after the first 12 months.
- d. Warranty work will be carried out at our earliest convenience.
- e. Emergency warranty/remedial work will be carried out as soon as is reasonably possible.
- f. Any remedial work carried out as a result of external elements or third parties may be chargeable.
- g. Remedial work carried out as a result of misuse or accidental damage may be chargeable.
- h. Evidence may be required from the appropriately qualified or certified third parties in the event remedial work is requested, which we deem unnecessary.

Cleaning and Maintenance:

- a. Do not expose any product to temperatures in excess of 60°C. Parts of the bathroom that are exposed to excessively high water temperatures may show signs of deterioration prematurely.
- b. The customer is expected to be responsible for replacing lighting lamps (bulbs).
- c. Abrasive or caustic cleaners and bleaches must NOT be used on any bathroom product.
- d. Riviera Tile and Bathrooms will not be held responsible for deterioration of silicon, sealants or grout where it falls out of warranty. It is recommended that these be replaced as soon as they begin to show signs of deterioration.
- e. Valves inside showers, taps, etc. can experience issues if the filters are not cleaned on a regular basis.
- f. Shower, basin, bath and bidet wastes may drain slower if they're not cleaned regularly. This can lead to these products 'backing up'.
- g. Customers are asked to follow these guidelines as close as possible to maintain the full warranty of the bathroom.
- h. All products come with their own guidelines in cleaning and maintenance. If you're missing any information in particular, please contact us and we will provide you with the information available.

Liability Limitations:

- a. Should you require any items already owned and in use to be re-used/relocated, no responsibility can be taken by Riviera Tile and Bathrooms if these items are damaged or malfunction during removal and relocation. To avoid this, anything you intend to keep needs to be removed before we arrive to start work.
- b. Our services do not include putting right any damage to tiles, decorating, painting or other items in close proximity.
- c. We reserve the right to carry out any remedial work ourselves or appoint a suitable third party.
- d. Remedial work is to be carried out on immediately effected areas only, Riviera Tile and Bathrooms cannot be held responsible for areas outside of immediately effected areas despite continuation of surfaces or materials.

Payment:

- a. Payments are broken down as follows (Payment Schedule) 1st payment deposit equal to 50% of the total of the final quotation amount 2nd payment of the remaining 50% will be due on completion of the works.
- b. Riviera Tile and Bathrooms does not accept AmEx as a payment method.
- c. Riviera Tile and Bathrooms will add charges for works unforeseen within the boundaries of the quotation.
- d. All goods supplied remain the property of Riviera Tile and Bathrooms until all three payments (including extras) are paid in full.

- e. Riviera Tile and Bathrooms urges any customer who finds themselves in financial difficulty between signing this document and completing the final payment to contact Riviera Tile and Bathrooms to discuss alternative options.
- f. If an issue was to arise that does not directly affect the use of the installed bathroom, due to either a product or service provided by Riviera Tile and Bathrooms, the customer may only withhold a maximum of 10% of the final amount agreed until the issues have been resolved.
- g. If a situation arises between Riviera Tile and Bathrooms and a customer with payment being withheld Riviera Tile and Bathrooms will pursue a method of resolution. A resolution will be put forward to a customer in writing with a 14 day reply period.
- h. In the event a customer dismisses the resolution or seizes communication Riviera Tile and Bathrooms will look to alternative means to recover outstanding balances. Additional costs incurred as a result of using a third party will be passed on to the customer.