

TERMS & CONDITIONS – COTSWOLD SAUNAS

1. Definitions

The Cotswold Leisure Group Limited t/a **Cotswold Saunas**, at the address shown below:
Unit 1, Bradborough Farm, Southrop, Lechlade, GL7 3PH
("Cotswold Saunas", "we", "us", "our").

- **"The Buyer"** means the person or company purchasing goods and/or services from Cotswold Saunas.
 - **"Goods"** refers to all sauna products purchased by the Buyer from Cotswold Saunas.
 - **"Services"** refers to any services purchased by the Buyer from Cotswold Saunas.
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2. Acceptance

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

By placing an order, the Buyer automatically accepts these Terms & Conditions and agrees to follow all operating procedures, installation guidance, and safety instructions provided.

3. Prices

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

Cotswold Saunas reserves the right to amend pricing at any point prior to receipt of a deposit.

4. Payment Terms

- Accepted payment methods: bank transfer, cash, and credit card (credit cards by prior arrangement only).
- A pre-payment deposit (typically £500 but dependent on model and customisation) is required to confirm all orders.
- Deposit balances are due within **48 hours** of invoice issue. Failure to pay may result in the sauna being re-released for sale.
- **Full payment must be received prior to delivery.**

Late Payment Clause

Late payments will incur interest at **4% above the Bank of England base rate**, calculated daily. Delivery may be withheld and legal recovery costs charged.

Buyer Cancellation Policy

All sauna products are custom-made. **Orders cannot be cancelled**, and all payments are **non-refundable**.

Cotswold Saunas reserves the right to pursue the full contract value where a Buyer cancels.

4A. Retention of Title

Legal title to the goods shall not pass to the Buyer until payment has been received in full (in cleared funds).

Until title passes, the Buyer shall:

- Hold the goods as bailee
- Store the goods separately
- Not alter, resell, or encumber them

Cotswold Saunas reserves the right to enter the Buyer's premises to recover goods where payment is overdue.

4B. Cancellation by Cotswold Eco Tubs – Unreasonable Behaviour

Cotswold Eco Tubs reserves the right to cancel an order (in whole or in part) where the Buyer breaches our Unreasonable Behaviour Policy.

Refunds (if any) will be limited to undelivered goods or unperformed services. No liability is accepted for any resulting losses.

4C. Unreasonable Behaviour Policy

Cancellation Policy

Examples of unreasonable behaviour include, but are not limited to:

- refusing to cooperate, or clarify an issue or matter, despite our offers of help
- making excessive communication with CLG whether by frequent calls eg, daily, emailing numerous staff members, or sending detailed letters/emails every few days, and expecting immediate responses
- making unjustified complaints against our people who are trying to help
- during a call, insisting on speaking to someone else, when we have explained to the caller they are speaking to the appropriate person
- repeatedly demanding we respond within an unreasonable timescale
- insisting on a face-to-face meeting when we do not consider it necessary
- visiting our offices without an agreed appointment and insisting on being seen
- pursuing multiple complaints at the same time and/or with multiple organisations or repeatedly pursuing complaints which have already been answered
- raising many detailed questions that are not central to the issue(s), and insisting they are all answered
- persistent refusal to accept a factually correct answer
- persistent refusal to accept explanations relating to what we can or cannot do
- a deliberate attempt to disrupt the work and reputation of CLG that may cause an unnecessary disruption and harm of reputation

We reserve the right to restrict communication, withdraw services, or cancel orders.

5. Delivery

Delivery Locations

- Delivery is available across the UK and internationally.
- Delivery charges vary depending on location, access, and machinery requirements.
- Orders may be cancelled if delivery is not feasible to the Buyer's location.

Machinery-Based Delivery (Saunas)

Due to the size and weight of sauna units, **delivery and positioning may require specialist lifting machinery** (including but not limited to cranes, telehandlers, forklifts, HIABs, or similar).

- The **default assumption** is that the **Buyer is responsible** for:
 - Providing appropriate lifting machinery
 - Providing a suitably qualified operator/driver
 - Providing all necessary insurance (including lifting and public liability)
- Machinery requirements will be discussed prior to delivery; however, unless expressly agreed otherwise **in writing**, responsibility remains with the Buyer.
- Where Cotswold Saunas agrees to arrange machinery, this must be confirmed in writing and will incur additional charges.

Risk & Responsibility

- Delivery is assumed to be **kerbside only** unless expressly agreed otherwise.
- Risk transfers to the Buyer once goods are unloaded from the delivery vehicle.
- Any movement, lifting, positioning, or installation beyond kerbside is entirely at the Buyer's risk.

Access & Site Conditions

- Buyers must ensure suitable access for delivery vehicles and machinery.
- Any damage to property, vehicles, landscaping, surfaces, or the goods during lifting or positioning is the Buyer's responsibility.
- Failed deliveries, aborted lifts, or re-deliveries due to access or machinery issues will incur additional charges.

Delivery Timeline & Delays

- Estimated delivery times are **advisory only and non-binding**.

Cotswold Saunas accepts no liability whatsoever for any expenses, costs, loss of earnings, loss of bookings, loss of business, accommodation costs, contractor charges, or other losses arising from delayed delivery, regardless of cause.

6. Inspection & Evidence

The Buyer must inspect goods upon delivery. Any missing items or damage must be reported within **2 working days** and supported by photographic or video evidence. Failure to do so voids any claim.

7. Warranty

Residential Warranty (UK Mainland)

- 24 months total:
 - 12 months full sauna
 - 12 months metal components (including heaters)
- Includes parts and labour.

Commercial / Holiday Let Warranty

For any commercial use (including holiday lets, Airbnb, lodges, spas, gyms, hotels, or paying guests):

- **Warranty limited to 12 months**
- Manufacturing defects only

Determination of Commercial Use

Commercial use may be determined by, but not limited to:

- Company or trading name
- Delivery or installation address
- Communications or representations
- Website listings or booking platforms
- Nature, frequency, or scale of use

Commercial warranty terms apply regardless of stated intent.

Rest of World Warranty

- 24 months total
- Parts only; labour excluded

Warranty Exclusions

Warranty does not cover:

- Incorrect handling, storage, installation, modification, or unauthorised repair
- Electrical supply issues or non-compliant installation
- Weather, moisture, or environmental damage
- Overheating or misuse
- **Unsanitary or unhygienic conditions**, including mould, bacteria, or poor hygiene
- Chemical damage

- UV fading
- Wear and tear
- Third-party components
- Self-assembly kits
- Natural timber characteristics including knots, cracks, splitting, movement, or colour variation

Wood is a natural material and will respond to atmospheric conditions. Such characteristics do not affect structural integrity and are not covered by warranty.

No warranty work will commence without **proof of purchase**.

Warranties are non-transferable without written consent.

Non-Warranty Charges

- Call-out: £60 (standard) / £90 (bank holidays)
- Labour: £85 per person per hour
- Mileage: £1.20 per mile after the first 15 miles
- Parts charged at current rates

Adequate access must be provided. Invoices payable within **48 hours**.

8. Site Suitability & Ground Conditions

The Buyer is responsible for ensuring the installation site is suitable, level, ventilated, and capable of supporting the sauna.

Cotswold Saunas accepts no liability for subsidence, movement, cracking, moisture ingress, or structural issues arising from site conditions.

9. Electrical Connections

All electrical connections must be carried out by a qualified electrician and comply with local regulations.

10. Drainage & Moisture Management

The Buyer is responsible for adequate ventilation, moisture control, and condensation management. No liability is accepted for mould, damp, or moisture-related damage.

11. Marketing & Imagery

Cotswold Saunas may photograph or video supplied goods for marketing purposes, provided no personal data is disclosed.

12. No Reliance on Verbal Statements

No verbal representations are binding unless confirmed in writing.

13. Health & Safety

Saunas involve high temperatures. The Buyer is responsible for safe use, supervision, and compliance with health guidance.

Cotswold Saunas accepts no liability for injury, illness, or health issues arising from misuse, overheating, alcohol consumption, or failure to supervise users.

14. Buyer Obligations

The Buyer is responsible for:

- Product suitability
 - Access and machinery
 - Utilities and permissions
 - Regulatory compliance
 - Indemnifying Cotswold Saunas against third-party claims
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15. Force Majeure

No liability shall arise for circumstances beyond our reasonable control.

16. Termination

Orders cannot be cancelled by the Buyer once placed.
Cotswold Saunas may terminate agreements where appropriate.

17. Jurisdiction

English law applies. English courts have exclusive jurisdiction.

18. Severability

If any provision is unenforceable, the remainder shall remain in effect.

19. Entire Agreement


These Terms & Conditions constitute the entire agreement between the parties.

20. Limitation of Liability

To the fullest extent permitted by law, Cotswold Saunas shall not be liable for any indirect or consequential losses, including loss of earnings, income, bookings, or business interruption.

Contact Details

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