

TERMS & CONDITIONS

Terms of Trading

BC Designs will not normally sell directly to the consumer, for this reason our published terms and conditions relate to the supply of goods to retail outlets. Therefore terms and conditions applicable to the end user are also those offered by the outlet from where you purchase the item and may vary, for this reason end users should always refer any issue to the point of purchase in the first instance.

Guarantee and Warranty

We offer a 2 year guarantee against manufacturing faults on all lighting products and wastes in this brochure. This may be enhanced by warranties offered by the manufacturer, however it is important that you follow the manufacturers instructions in registering for any such benefits. We offer a 10 year guarantee against manufacturing faults on our unique range of baths and non electrical products. In either instance all products must be fitted in accordance with both the instructions and any relevant regulations in the jurisdiction in which they are fitted, and they are supplied for normal domestic use only.

We do not cover products against fair wear and tear, misuse, incorrect usage, incorrect installation, incorrect specification, malicious or accidental damage, negligence or lack of servicing, in all case guarantees and warranties are not transferable. Proof of purchase will be required to validate any claim. No claim greater than the purchase price paid to BC Designs or for consequential loss will be entertained by BC Designs, except where negligence on the part of BC Designs is proven.

Printing Accuracy

Prices are for guidance and are correct at the time of going to print, but do not constitute a formal offer as prices may have to change due to unforeseen circumstances. Accordingly all prices are those ruling at the date of despatch. Photographs in this brochure are studio posed in a setting intended to demonstrate the ambiance and look of the main product featured, unless otherwise stated. All items used to dress the shot are photographers props and therefore we are unable to advise on them.

Availability

We aim to maintain stock of all items in this brochure at all times. However, the majority of items contained herein are produced in small volume and in specialist circumstances and can therefore be affected by significant lead times. Availability should be checked at the time of ordering and before making any commitment to installation.

Measurements and Specs

All measurements are given for guidance only. Variation may occur either due to manufacturing tolerances, specification change, error or admission. We reserve the right to change specifications at any time.

For this reason it is recommended to check critical dimensions with BC Designs prior to ordering. BC Designs will not accept any liability where there is no prior written advice of critical requirements.

Returning Goods

Items which are unsuitable or not required may be returned subject to the following conditions:-

- 1) BC Designs must be contacted prior to any item being returned and return documentation obtained. BC Designs will not accept any responsibility where this requirement has not been complied with.
- 2) The original BC Designs invoice number must be quoted when contacting BC Designs. BC Designs will only deal with the persons to whom the product was originally invoiced.
- 3) The item to be returned must be in perfect re-saleable condition when received at BC Designs. We will not accept any items for return which has been fitted, used or is in a condition other than that which it was supplied.
- 4) The retail packaging must be unmarked and in good condition. For this reason it is wise to retain all packaging materials and to open packaging with care.
- 5) It is not the responsibility of BC Designs to organise or pay for the return of goods in these circumstances.

6) in selecting a suitable method for return consideration should be given to proper insurance as BC Designs cannot accept liability for goods damaged in transit.

7) Responsibility for packaging the item in a suitably robust fashion lies with the sender. If there is any doubt as to what a suitably robust fashion means please contact BC Designs for specific packaging advice.

8) Items damaged in transit will not be accepted for refund/credit.

Claims After Installation

No claims will be entertained other than for a genuine manufacturing fault after installation has commenced. Visible marks, scratches, impact damage, discolouration through chemical contamination, etc will not be accepted as genuine manufacturing faults.

Therefore all products should be carefully inspected for visible damage prior to installation. Proper care should then be taken to protect the product from damage during installation and through to commissioning.

Authenticity

It is in the nature of some items in this brochure that they are made using techniques rarely in common use today. This is to recreate an authentic period look. This should not be confused with mass produced featureless product and thus construed as imperfect. Where applicable this is highlighted in our information on individual products.

Delivery

We use third party carriers and offer a basic two day service for all deliveries.

With the exception of overseas and outlying areas, all deliveries within Mainland Britain which are at a value higher than £125 net and to a commercial address for delivery between 9am and 5:00pm will be delivered FOC.

Deliveries to private addresses and those requiring additional service in excess of those described above will incur additional charges. Please contact our Sales Office with your requirements of a quote.

Orders for less than £125 net will incur a carriage charge of £8.95.

Damage in Transit

We do not use our own transport. Therefore there is a limited time in which we can make a claim for any damage in transit against carriers. For this reason outer packaging should be inspected for obvious signs of damage before accepting delivery, and regardless all items should be opened and inspected within 3 days of receipt. We cannot accept claims for damage in transit after this, nor will we accept any responsibility once goods have been passed to a third party without prior inspection. It is the responsibility of the Showroom to inspect the goods BEFORE they deliver to a customer.

Inspection

All products supplied by BC Designs are carefully inspected prior to shipping, and every care is taken over packaging and carriage to ensure they arrive in good condition. However, sometimes things can go wrong, so for that reason it is important that proper care is taken on receipt to inspect the outer packaging for damage before signing for the item in good order. In any case, the package should be opened and the contents inspected within 3 days of receipt, as no claims for damage in transit can be entertained after that time.

No item should be passed to a third party without first ensuring it is in good order by thorough inspection. BC Designs will not accept any claim for damage outside of the 3 day window, and most especially if goods have also been transferred to the care of a third party without inspection.

Your rights

Any agreement between BC Designs and the Customer shall be subject to and governed by the domestic law of England. No agreement between BC Designs and the Customer can be deemed to be binding howsoever proposed or made in the event that such agreement is found to conflict with English law.

Full Terms and Conditions of supply are available on request.