

## BPD Ltd Terms & Conditions (B2C)

### THESE TERMS MAY HAVE CHANGED SINCE YOU LAST REVIEWED THEM

For a list of changes and when they were made, please contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488).

### WHERE TO FIND INFORMATION ABOUT US AND OUR PRODUCTS

You can find everything you need to know about us, Building Products Distributors Limited, and our products on our website (<https://showersave.com/>) or from our sales staff before you order. We also confirm the key information to you in writing after you order, either by email or on paper.

### WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

- We only accept orders when we've checked them
- We contact you to confirm we've received your order and we accept it when we dispatch the product and confirm dispatch to you.

### Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because you are located outside our delivery areas (as stated on our website) or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

### We charge you when we accept your order

You pay for the product in full when placing your order. You will own your product once we have received payment in full.

### We're not responsible for delays outside our control

If our supply of your product is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488) to end the contract and receive a refund for any products you have paid for, but not received, less reasonable costs we have already incurred.



## **Products can vary slightly from their pictures**

A product's true colour or appearance may not exactly match that shown or its packaging may be slightly different.

## **You're responsible for making sure your measurements are accurate**

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct. If you require advice, please contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488).

## **We charge you if you don't give us information we need**

We charge you additional sums if you don't give us information we've asked for about how we can access your property for delivery or installation. For example, we might need to re-deliver on another vehicle or with extra manpower or reschedule installation.

## **You have a legal right to change your mind**

Your legal right to change your mind. For most of our products, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

## **When you can't change your mind. You can't change your mind about an order for:**

- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- goods that are made to your specifications or are clearly personalised; and
- goods which become mixed inseparably with other items after their delivery.

The deadline for changing your mind. If you change your mind about a product you must let us know no later than 14 days after the day we deliver it. If your purchase is split into several deliveries over different days, the period runs from the day after the last delivery.

How to let us know. To let us know you want to change your mind, contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488).



## **You have to return the product at your own cost.**

You have to return your product to us within 14 days of your telling us you have changed your mind. Returns are at your own cost. You can send the product back to us. You should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the goods at all or within a reasonable time we won't refund you the price. For help with returns, contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488).

## **We reduce your refund if you have used or damaged a product.**

If you handle the product in a way which would not be acceptable in-store, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due.

## **We do not refund in certain circumstances.**

If an item is faulty, a refund will only be due if the fault is a manufacturer's fault. No refund will be due if a fault is caused by incorrect installation by you or someone engaged by you to install the product.

## **When and how we refund you.**

If you're sending your product back to us, we refund you within 30 days of receiving it (or receiving evidence you've sent it to us). We refund you by the method you used for payment. We don't charge a fee for the refund, save that we reserve the right to charge you a restocking charge of 20% of the price you paid for the goods if you do not return the goods within 14 days of telling us that you changed your mind.

## **You have rights if there is something wrong with your product**

If you think there is something wrong with your product, you must contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488). We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us (see below). If you are returning your products in accordance with your rights as set out below, we will pay for reasonable costs of collection or return.



## **SUMMARY OF YOUR KEY LEGAL RIGHTS**

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

### **We can change products and these terms**

Changes we can always make. We can always change a product:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor technical adjustments and improvements. These are changes that don't affect your use of the product.

### **We can end our contract with you**

We can end our contract with you for a product and claim any compensation due to us if:

- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product;
- you don't, within a reasonable time, either allow us to deliver the product to you or collect it from us.

### **We don't compensate you for all losses caused by us or our products**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out above.
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- A business loss. It relates to your use of a product for the purposes of your trade, business, craft or profession.



## **We use your personal data as set out in our privacy notice**

How we use any personal data you give us is set out in our Privacy Notice, a copy of which is attached as Appendix 1 to these terms.

## **You have several options for resolving disputes with us**

Our complaints policy. Our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488) will do their best to resolve any problems you have with us or our products as per our Complaints policy, a copy of which is attached as Appendix 2 to these terms.

## **Resolving disputes without going to court.**

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Law Society Mediation Service through their website at <https://www.lawsoc-ni.org/mediation-services>. The Law Society Mediation Service does not charge you for making a complaint. If you're not satisfied with the outcome you can still go to court.

## **You can go to court.**

These terms are governed by Northern Irish law and wherever you live you can bring claims against us in the Northern Irish courts. If you live in England, Wales or Scotland you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## **OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT**

We can transfer our contract with you, so that a different organisation is responsible for supplying your product

We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team (email: [sales@showersave.com](mailto:sales@showersave.com); telephone: 02893 344 488) to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for products not provided. You can only transfer your contract with us to someone else if we agree to this.

## **Nobody else has any rights under this contract**

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply



If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later  
We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.



## APPENDIX 1 Privacy Notice

BPD Ltd is the UK distributor of Showersave Waste water heat recovery system and Northern Ireland distributor of Wavin plumbing products.

At BPD Ltd we are committed to maintaining the trust and confidence of visitors to our website, business customers and individuals we work with on a daily basis.

We will keep your personal data safe, ensuring you are kept abreast of exciting product and company developments. On occasion we may process third party information.

In line with GDPR compliance, with which we have all become familiar over the past few months, we have put together a Privacy Policy which details when and why we collect your personal information, how we use it and the limited conditions under which we may disclose it to others and how we keep it secure.

### Types of data we collect

#### Google Analytics

When someone visits [www.showersave.com](http://www.showersave.com), we use google analytics to collect standard internet log information and details of visitor behaviour patterns. We do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way which does not identify anyone. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website.

#### Mailing Lists

As part of the “Register interest” section of our website, we collect personal information (email address and full name). We use that information for a couple of reasons: to tell you about products you’ve asked us to tell you about; to contact you if we need to obtain or provide additional information; to check our records are right and to check every now and then that you’re happy and satisfied. We don’t sell email lists to other organisations and businesses.

We use a third-party provider, MailChimp, to deliver our emails. We gather statistics around email opening and clicks using industry standard technologies to help us monitor and improve our e-newsletter. For more information, please see MailChimp’s privacy notice. You can



unsubscribe to general mailings at any time by clicking the unsubscribe link at the bottom of any of our emails or by emailing us at [sales@showersave.com](mailto:sales@showersave.com) .

## **Third Parties**

We will only share information with third parties, where there is a legitimate reason for doing so e.g we may provide your name and address to our appointed courier company to arrange delivery of orders placed.

## **Access to your personal information**

You are entitled to view, amend, or delete the personal information that we hold. Email your request to Nuala Barr, [nualabarr@showersave.com](mailto:nualabarr@showersave.com)

## **Changes to this Privacy Notice**

This privacy notice was last updated on 12th November 2019 and will be reviewed and updated regularly to ensure compliance with GDPR and other relevant Data Protection Acts.



## APPENDIX 2 Complaints policy

### Introduction:

Building Products Distributors Limited is dedicated to providing excellent customer service and maintaining a healthy customer relationship at all levels of our business. Our Complaints Policy exists to ensure all complaints are handled in a fair and efficient manner.

The following outlines our policy and procedure for the handling of complaints.

### Summary:

In the event that a complaint is made, we want to find a resolution as soon as possible. Please contact our Customer Service team, who will endeavour to resolve the issue as quickly as possible.

### Our Responsibilities:

- To provide a fair and efficient method of handling complaints
- To keep customers informed as to the progress of their complaint and the expected timeframe for resolution.

### Handling Your Complaint:

- We will provide acknowledgement of complaints within 5 business days via email or in writing.
- We will keep you informed of the progress of your complaint, proposed actions and the expected timeframe for resolution.
- Our aim is to resolve complaints in a timely manner and we will generally aim to resolve a complaints within 30 days.
- In the event that a complaint is not resolved within a 30 day period, we will provide regular updates on the progress and likely timeframe for resolution.
- The outcome of complaints will be documented, and we will advise you of the outcome of your complaint in writing



**Step One:**

If you have a complaint regarding any aspect of Building Products Distributors Limited, please contact our Customer Service Team:

**T:** 028 9334 4488

**E:** sales@showersave.com

We aim to resolve complaints in a timely manner. If you prefer to put your complaint in writing, we will respond to your letter and will confirm any details in writing if you request us to do so. Please address written complaints to;

BPD Ltd  
Unit 21 Avondale Business Park  
Mill Road  
Ballyclare, BT39 9AU

**Step Two:**

Complaints made to Building Products Distributors Limited, are overseen by our Customer Service team. After a complaint is made, if it is not immediately resolved, we may need to investigate it. This process may take up to 10 Business Days. We will keep you informed at all stages of the complaint handling process.

If you are not satisfied with the outcome of your complaint, we will work with you further in order to find a resolution.

**Step Three:**

When your complaint is resolved, we will confirm this in writing within 10 business days.

