

London Essex Outdoor Living Reserve Online – Terms and Conditions

Nothing in these terms and conditions take away or are intended to take away from Your statutory rights. In the event of any conflict Your statutory rights will prevail.

1. Definitions

- 1.1 **Business Days** means any day (not being a Saturday, Sunday or public holiday) when clearing banks in the City of London are open for the transaction of general sterling banking business.
- 1.2 **Hot Tub / Swim Spa** means a in-stock Hot Tub / Swim Spa that is advertised for sale on our Website.
- 1.3 **we, us or our** means the relevant subsidiary undertaking of London Essex Hot Tubs LTD that is selling a Hot tub / Swim Spa.
- 1.4 **Website** means www.londonessexgroup.co.uk.
- 1.5 **You** are the customer who is enquiring about reserving a Hot Tub / Swim Spa using the London Essex Outdoor Living Reserve Online facility and **Your** shall be construed accordingly.

2. Reservation Requests

- 2.1 These terms and conditions govern the use of the London Essex Outdoor Living Reserve Online facility which enables customers to request to reserve a Hot Tub / Swim Spa by paying a reservation fee of £100 (the "**Reservation Fee**") to us. You are not committing to purchase the Hot Tub / Swim Spa by requesting it to be reserved and the Reservation Fee is not a deposit.
- 2.2 If You choose to request to reserve a Hot Tub / Swim Spa by paying a Reservation Fee, You will be asked to enter Your personal details, address and payment card information. When You click on "submit payment now", the amount of the Reservation Fee will be debited from Your payment card.

3. Reservation Process

- 3.1 After paying a Reservation Fee, You will receive an email from us that acknowledges receipt. Please note that this does not mean that Your reservation request has been accepted. All reservations are subject to acceptance by us, as we need to check that the Hot Tub / Swim Spa has not already been sold to or reserved by someone else. We will confirm our acceptance of Your reservation request by sending You a confirmation email (the "**Reservation Confirmation**"). Effective from the time that we have sent You a Reservation Confirmation, the Hot Tub / Swim Spa will be reserved for 72 hours (please note that our showrooms are open 7 days a week, so this period includes weekends and public holidays that we are open) for You. We will be in contact with You to discuss the next steps required for You to purchase the Hot Tub / Swim Spa. If You do not engage in these discussions with us in good faith, then we reserve the right to refund the Reservation Fee to You and unreserve the Hot Tub / Swim Spa without any prior notice to You.
- 3.2 If we are unable to send You a Reservation Confirmation (for example, if the Hot Tub / Swim Spa is unavailable or has already been reserved by or sold to someone else) then we will fully refund the Reservation Fee to the same payment card that You used to pay it as soon as reasonably practicable and we will, where possible to do so, assist You to find an alternative Hot Tub / Swim Spa.

3.5 You can request a refund of the Reservation Fee at any time by contacting a relevant member of our sales team. The Reservation Fee will be refunded in full to the same payment card that You used to pay it, usually within 5-10 Business Days. If You decide to purchase the Hot Tub / Swim Spa that You have reserved the the Hot Tub / Swim Spa will be sold at the price for which it was advertised at the point you reserved it and the Reservation Fee will be deducted from the final price for the Hot tub / Swim Spa.

4. General

4.1 Payments are processed by a secured verified payment provider (Stripe) which utilises encrypted software to protect Your card payment details. We do not store any of Your card details. When You enter Your debit or credit card information You warrant that You have appropriate authority to use the payment card details which You enter. By entering Your debit or credit card information, You agree to use of that information by Stripe for the purpose of paying the amount due and processing Your payment.

4.2 These terms should be read in conjunction with our website terms of use terms and in conjunction with Stripe's terms of use. Stripe's terms of use shall take precedence over all other applicable terms in respect of disputes arising out of or in connection with the payment of the Reservation Fee and the refund of the Reservation Fee (if applicable).

4.3 If You have a complaint then please in the first instance contact a relevant member of our sales team. Otherwise You can contact us as follows by writing to us at 13 Oakwood Hill Industrial Estate, IG10 3TZ or by calling us on 020 3150 1503 or by emailing us at info@londonessexoutdoorliving.co.uk.

4.4 These terms and conditions will be governed by English law. This means that any matter or dispute arising out of or in connection with these terms and conditions (including non-contractual disputes or claims) will be governed by English law. You agree that the English courts will have exclusive jurisdiction to settle any matter or dispute arising out of or in connection with these terms and conditions.