

# Spafix Services Limited - Maintenance Contract - Terms & Conditions

This contract applies to residential customers only. For all swim spa and commercial customers, please call for a free site survey if a contract is taken out.

## 1. General

These Terms and Conditions apply to the Annual Maintenance Contract [the Agreement] between SPAFIX SERVICES LIMITED [Us 'We' Our] and the Customer [You] and shall continue to apply unless specifically agreed otherwise or varied by Us in writing. For the purposes of these Terms and Conditions this Agreement does not extend the Terms of your Product Warranty for which You should refer to your individual Warranty document.

## 2. Price

The price of the pre-Maintenance Contract Health Check works must be paid in full [by debit / credit card cash or cheque Credit cards may be subject to 2.5% transaction charge] to Our engineer prior to him / her completing the Service if the pre-Contract quotation is accepted. The price quoted is inclusive of VAT.

## 3. Payment for the Annual Maintenance Agreement

In order to provide the Agreement We require completion of the BACSTEL form annexed prior to completing the Service

## 4. Packages

### BRONZE £9.99-£19.99 per calendar month inc VAT

Unlimited Call Out Labour and Mileage  
5% discount on Chemicals, Filters, Covers and Accessories  
10% discount on a full service [Spafix Once]

### SILVER £19.99-£29.99 per calendar month inc VAT

Unlimited Call Out Labour and Mileage  
50% discount on all Parts used including all major components plumbing etc  
10% discount on Jets and Headrests  
10% discount on Chemicals, Filters, Covers and Accessories  
10% discount on a full service [Spafix Once]

### GOLD £34.99-£39.99 per calendar month inc VAT

Unlimited Call Out Labour and Mileage  
100% Main Component and Plumbing Cover  
20% discount on Jets and Headrests  
10% discount on Chemicals, Filters, Covers and Accessories  
10% discount on a full service [Spafix Once]

### PLATINUM £45.00-£59.99 per calendar month inc VAT

Unlimited Call Out Labour and Mileage  
100% Main Component and Plumbing Cover  
25% discount on Jets and Headrests  
20% discount on Chemicals, Filters and Accessories  
10% discount on Covers  
1x Full Service [Spafix Once] - per annum

Spafix Maintenance Services are:

- Spafix Once – full clean and Maintenance Service
- Spafix Hibernate - winter shut down

All defined on our website [www.spafix.co.uk](http://www.spafix.co.uk)

## 5. Your Obligations

A Rigid Cover discount can only be used once every two years.

If a Contract is cancelled at any time before the twelve months the full amount of the Contract Price is payable immediately.

It is Your responsibility to maintain a safe chemical balance [to BIHTSA standards] and look after PH levels to avoid hardness and scale or acidic water Damage to Components Jets Headrests Covers etc. caused by neglect is not covered under the Agreement.

You have to accept that some items may take a while to come into stock anything longer than four weeks of waiting from visit date thereafter We will refund running Contract payments for the elapsed time.

If We are called out and arising from Your error e.g. Jets turned off, air lock from refill, dirty filters, keypad error, water chemistry, foreign objects in plumbing, Pumps, Filters etc. e.g. shorts, toys etc., a minimum Call Out Fee will be applied. We will always try to resolve small issues over the telephone prior to arranging a visit

Your Right to Terminate is only on four weeks Written Notice only in event of substantial default of Our Obligations after We have been given a reasonable opportunity to rectify Our error or in advance of the anniversary of the renewal of the Contract but your direct debit shall continue until the Notice expires.

Your Right to a 14 day cooling-off period after the date of agreement.

The Contract shall commence on the date of your acceptance and continue for an initial period of 12 months (thereafter, the contract will be rolling and

renewed automatically for successive periods of 12 months (each 12 month period being a "Renewal Period") if a signed renewal contract is not received). To cancel rolling contract all we need is one month's notice in writing and the termination of the contract will be 30 days from the date of the written communication.

## 6. Privacy Statement

You acknowledge and agree to be bound by the Terms of our Privacy Policy which is that SPAFIX SERVICES LIMITED will at all times respect the privacy of all personal information entered on Our website. Your personal information will not be shared with third parties. All payment information entered into Our website is processed by a secure payment process and none of your payment details are kept by SPAFIX SERVICES LIMITED You will be given a Contract or Agreement number that will need to be quoted if a Claim is made Maintenance Contract may in our absolute discretion be transferred or taken over by a new owner of a house provided they understand the Hot Tub in full

- it is suggested that We attend [for which the prevailing Call Out Fee will be charged] to run through the basic care and chemicals
- new Contracts will run for twelve months

The existing Contract may in our absolute discretion be transferred with the Hot Tub if moving house when the Contract continues if the unit is moved by Us. If moved by another company We will have to carry out another Mini-Service on re-installation charged at prevailing rates so that the Contract remains valid

Should the Hot Tub be sold / transferred insitu the Contract will continue unless a new Contract is signed by the Purchaser at a similar or better level of cover

You must permit a visit at your expense after two years or twenty four month renewal to ensure everything is in full working order

## 7. Our Obligations

A Spafix Engineer shall attend to assess and attempt to fix any reported problem within five working days of a fault being reported

You must accept that some items may take longer than fourteen days to come into stock, however items requiring longer than four weeks of waiting from visit date thereafter We will refund running Contract payments for the elapsed time from the end of four weeks

Electric cabling to the Hot Tub is not covered only from the Spa Control box onwards

If a part is discontinued We will fit the most suitable replacement part of our choice

We will only visit under our normal trading hours [09.00 – 17.00] Monday to Friday excluding Public Holidays

Blistering, splitting, peeling, delamination, chipping, scratching or discolouration of Acrylic Shell is not covered

Maintenance of Plastic or Wooden or other structural Cabinet surround including external fixtures and fittings such as gazebos is not covered The structural integrity of the Hot Tub due to a manufacturer defect is not covered

Damage caused by flooding or a natural disaster is not covered. Only mechanical faults.

A Maintenance Contract may be refused at point of Sale on the following grounds:

- the Tub is beyond economical repair
- there is structural damage to the unit that could possibly cause other problems
- if the Spa is a brand that is either very difficult for which to source parts or have a very poor reputation with reliability
- We can offer Contracts on some Chinese Spas but not all of them

We reserve the Right to review and adjust pricing and layout of the Contract at any time but cannot alter signed Agreement for a twelve month period from the date of signature

Contracts run for a minimum twelve month period

## 8. Important Information

This Agreement does not apply to a Spa used for any commercial rental or club purposes

This Agreement shall only cover Products used in England and Wales and shall not extend outside of these geographical areas

This Agreement applies only to the original purchaser and terminates with any transfer of ownership unless otherwise agreed by Us

Any repairs or alterations performed by anyone other than an authorised Service representative unless by prior permission will invalidate this Agreement

We will not be liable for any damage to property or personal injury unless as a result of the negligent acts or omissions of our representatives

You must do all You reasonably can to keep the costs for providing this Service as low as possible

Nothing in this Agreement affects your legal Rights

All Terms and Conditions published on Our website in relation to Internet Sales apply equally to this Agreement unless inconsistent with the Terms hereof

## 9. Data Protection

In administering this Agreement We take your name address and other details which will be held on a computer to process your Purchase provide after-Sales Service and to maintain Warranty records.

## 10. Contact Information

SPAFIX (SERVICES) LTD

Unit 2, Larchwood Business Centre, Larchwood Avenue, Havant, Hampshire, PO9 3BE

TEL: +44 [0] 23 9354 1154 W : [www.spafix.co.uk](http://www.spafix.co.uk) E : [info@spafix.co.uk](mailto:info@spafix.co.uk)

for further information please contact:

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