

Return And Refund – Valid On Purchases Until 9th June 2022

11. YOUR LEGAL RIGHT TO CANCEL

Right to Cancel

11.1 You have a legal right to cancel an order placed with us under the Consumer Contracts (*Information, Cancellation and Additional Payments*) Regulations 2013, within the relevant periods set out in **clauses 11.3** and **11.5**, unless clauses **11.4** or **11.6** apply.

11.2 This means that during the relevant period, if you change your mind or, for any other reason you decide you do not want to proceed with your order, you can notify us of your decision to cancel your order and receive a full refund. Advice about your legal right to cancel the order under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

Right to Cancel – Products

11.3 Your legal right to cancel an order for Products starts from the date that we send you the Order Confirmation. The deadline for you cancelling your Contract will end **14 (fourteen) calendar days** after you take physical possession of the Products after we have delivered and/or installed them.

11.4 The cancellation right outlined in **clause 11.1** and **11.3** does not apply for the cancellation of Products in the following circumstances:

11.4.1 in the case of any made-to-measure or custom-made Products, or Products made to your specification or those that are clearly personalised; and/or

11.4.2 The Products become inseparable from your property (i.e. in circumstances where the Products are installed, to any extent, by either you or us).

Right to Cancel – Installation Services

11.5 Your legal right to cancel an order for Installation Services starts from the date that you receive your Dispatch Confirmation. The deadline for you cancelling your Contract will end **14 (fourteen) calendar days** after the date on which you receive your Order Confirmation Email, in accordance with **clause 9.1.7**.

11.6 The cancellation right outlined in **clause 11.1** does not apply for the cancellation of Installation Services in circumstances where you request us to provide the Installation Services during the cancellation period, and the installation of the Product(s) ordered is completed during this timeframe. In such circumstances, you will lose your legal right to cancel your order for Installation Services in accordance with this **clause 11**.

11.7 For the avoidance of doubt, in circumstances where you cancel your order for Installation Services, but decide to continue with your order for Products, the Products will be delivered by way of a Kerbside Delivery, in accordance with **clause 9** above and you will continue to have a legal right to cancel your order for that Product as described above.

11.8 To cancel an order for Products and/or Installation Services, the easiest way to do this will be for you to contact us in writing to tell us by sending an e-mail to info@bluewhalespa.co.uk, by phoning us on **0115 954 88 88**. If you are having difficulty reaching us on this number, please try **0115 954 5332**. Or by sending a letter or the cancellation form included in your delivery note to 11 Glaisdale Drive East, Nottingham, NG8 4GU. This will be a cancellation notification. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

11.9 Unless otherwise agreed with us, you will be responsible for returning the Product(s) (if already delivered) to us within 14 days of cancelling your order. All Product(s) will need to be returned to our warehouse at 11 Glaisdale Drive East, Nottingham, NG8 4GU. The cost of returning the cancelled Product(s) will be your responsibility.

11.10 You will (*unless **clause 11.12** applies*) receive a full refund of the price you paid for the Products and/or Installation Services (*as applicable*) and any applicable delivery charges you have paid. We will process the refund due to you as soon as possible and, in any case, within 14 calendar days after the day we receive back from you any Products supplied to you, or (*if earlier*) 14 calendar days after the day you provide us with evidence that you have returned the Products. If you returned the Products to us because they were faulty or mis-described, please see **clause 12**.

11.11 We will refund you using the same method of payment used to place your order.

11.12 We may make a deduction from the reimbursement for loss in value of any Products supplied if the loss is the result of any unnecessary handling by you. If

we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must be us an appropriate amount.

11.13 Details of your legal right to cancel and an explanation of how to exercise it will also be provided in the Order Confirmation Email.

Consequential Loss

11.14 Blue Whale Spa will not be held liable for any Consequential Loss. "Consequential Loss" refers to:

11.14.1 the costs of preparing a tub base, electrical supply, or any structure to house the hot tub, the cost of modification of the access route, cranes,

11.14.2 the cost of any consumables or utilities, water, electricity,

11.14.3 loss and/or deferral of production or construction, loss of profit, loss of use, loss of revenue, loss of business opportunity, loss of salary, business interruption losses, loss of goodwill, profit or anticipated profit (if any), whether direct or indirect

11.15 We are not liable for business losses. Unless otherwise expressly agreed, we only supply the products for domestic and private use. If, despite this restriction, you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.