

# TERMS & CONDITIONS – Kirby Swim (UK & Europe) Ltd



## Definitions:

We, Us, Our: Kirby Swim (UK & Europe) Ltd  
You, Your: The Customer  
Product, Item: Kirby Swim products, namely: KS Teaching Platform & Turnmaster PRO Bulkhead

## 1. PRICES

Prices listed on our website are correct on the day and may be subject to change without prior notification. The price You pay will be the price stated on Our website on the date Your order is placed. Prices listed on Our website are quoted in Pounds (£) Sterling. Prices do not include VAT at the rate of 15.00% nor do they include delivery charges. Please see **Section 4 for UK Delivery Information** and **Section 5 for European Union Delivery Information**.

## 2. ORDERING

Orders will not be processed until We have received a signed order form. When ordering via telephone or email, We will send an order form to You via electronic or surface mail which must be completed fully, signed by You or Your approving manager and posted or faxed to Us at the address/facsimile number at the bottom of this page.

## 3. PAYMENT

We request a 50% deposit of the total order including Value Added Tax (VAT) at 15.00%, which is payable at the time of ordering. Payment may be made by cheque or bankers draft made payable to **PC KIRBY** and sent to the address detailed in **Section 9**. You will be invoiced for the balance of your order plus any applicable delivery charges, which will be subject to Value Added Tax (VAT) at the rate of 15.00%. **By signing the Kirby Swim order form you agree to these terms.**

*We are unable to accept credit or debit cards at this time.*

Our standard payment terms are 50% deposit at time of ordering, and balance payable on delivery. Should full payment not be received by Us 30 days after full balance becomes due, We are entitled by law to recover the debt using an external debt collection agency. This course of action will incur further legal and administrative costs being added to the total invoice cost for which You will be liable. Your statutory rights are not affected.

## 4. DELIVERY (UNITED KINGDOM)

We aim to deliver (subject to stock availability) within 8 weeks. Delivery dates will be notified via email or telephone upon receipt of Your completed and signed order. Delivery will be made to the shipping address stated on Your order form. To give You an idea of cost, approximate delivery charges are as follows. These prices include VAT, which is charged at 17.50%:

### UK DELIVERY

#### KS Teaching Platform 1200mm x 1100mm

ONE ITEM	£ 50.00
TWO ITEMS	£ 100.00

#### KS Teaching Platform 1800mm x 1100mm

ONE ITEM	£ 110.00
TWO ITEMS	£ 180.00

### UK DELIVERY - Turnmaster PRO

Turnmaster PRO bulkheads are large items and due to their individual weight and dimensions delivery prices may vary. To give You an idea, approximate delivery prices are as follows:

1.90m-2.05m	£ 95.00
2.25m-2.45m	£ 110.00
2.05m-2.25m & 2.50m	£ 120.00

\* The delivery prices above are for ONE BULKHEAD ONLY and do not include VAT which is charged at 15.00%. Delivery charges for two or more bulkheads will be notified upon receipt of Your completed order form. Delivery of Turnmaster PRO bulkheads will be made direct from Our supplier.

## 5. DELIVERY (EUROPEAN UNION)

All deliveries to European Union Member States will be made direct from Our manufacturer to the air/sea port stated on Your order form. You are responsible for paying all import and/or duty charges. We will make arrangements for delivery from the sea/airport of Your choice to the shipping address stated on Your order form. We will endeavour to find the most competitive price for delivery from the sea/airport of Your choice to Your shipping address, however You are responsible for this delivery charge. These charges will be notified shortly after We receive Your completed order form.

## 6. CANCELLATION

You may cancel Your order up to 48 hours prior to the agreed dispatch date. A full refund (of any monies or deposit paid) will be made by cheque or bank transfer\*. Please notify Us at the time of cancellation of Your preferred refund method.

\*This does not apply to custom-built Turnmaster PRO bulkheads. Any orders for custom-built bulkheads will be subject to a 50% non-refundable deposit so please ensure the size for your pool lane width and depth is stated clearly at the time of ordering

## 7. DAMAGED OR FAULTY GOODS

Should Your product arrive in a condition not fit for purpose, please contact us immediately. You will not be liable for any damage caused in transit, however it is essential that You check the condition of the box for any obvious damage before you sign for the item. Once the item is signed for the product belongs to You and We will be unable to claim compensation from the courier service for any damage found thereafter. Should the Product be in any way broken or damaged or not fit for purpose, which is not obvious at the time of delivery, please contact Us immediately. **Do not attempt to assemble the product, as it may be unsafe to use.** We will make every effort to ensure You receive a replacement product as quickly as possible.

## 8. PRODUCT ASSEMBLY & INSTRUCTIONS

Due to the nature of the Products it is vital that assembly instructions are adhered to fully in the interest of safety. Each Product is supplied with clear and concise written and pictorial instructions, and We will also send a copy of these instructions to You via electronic or surface mail. Should the Product(s) become damaged as a result of not being assembled correctly, We will not be liable for replacing any damaged parts or assemblies.

## 9. QUESTIONS OR QUERIES

Should You have any questions relating to Our Terms & Conditions please contact Us at:

Kirby Swim (UK & Europe) Ltd  
26 Neve House  
Norfolk Road  
Maidenhead  
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SL6 7AX, United Kingdom  
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