

## **Terms and Conditions**

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the Goods (**Goods**) listed on our website [www.wrighttune.co.uk](http://www.wrighttune.co.uk) (**our site**) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Goods from our site. You should understand that by ordering any of our Goods, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Goods from our site.

### **1. INFORMATION ABOUT US**

1.1 We operate the website [www.wrighttune.co.uk](http://www.wrighttune.co.uk). We are Wrighttune Limited, a company registered in England and Wales under company number 07821381 and with our registered office at 12 Paternoster Lane, Cholsey, Wallingford, Oxfordshire. England. OX10 9NW. Our main trading address is The Croft, Whitely Road, Hithercroft Industrial estate, Wallingford, Oxfordshire OX10 9RG. Our VAT number is GB786 4243 00.

### **2. INTERPRETATION**

2.1 The definitions in this clause apply in the terms and conditions set out in this document:

Force Majeure Event: shall have the meaning given in clause 9.

Goods: the products that we are selling to you as set out in the Order.

Order: your order for the Goods .

Order Confirmation: shall have the meaning set out in clause 2.5.

Terms: the terms and conditions set out in this document.

Writing: or written includes faxes and e-mail.

2.2 Headings do not affect the interpretation of these terms.

### **3. SERVICE AVAILABILITY**

3.1 Our site is only intended for use by people resident in the United Kingdom. We do not accept orders from individuals outside the United Kingdom (the UK and Channel Islands).

### **4. YOUR STATUS**

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

**5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

**6. BASIS OF SALE**

6.1 We consider that these Terms, the Order and our price list set out the whole agreement between you and us for the sale of the Goods. Please check that the details in the Terms or on the Order are complete and accurate before you commit yourself to the contract. If you think there is a mistake or omission in these documents, please contact us immediately. Any changes to the specification of the Goods or other variation to the Terms or Order that you agree with our authorised employees and agents will be only be binding if recorded in writing. We only accept responsibility for statements and representations by our authorised employees and agents that are made in writing. Please ensure that you read and understand these Terms before you sign (and submit) the Order, because you will be bound by them once a contract comes into existence between us in accordance with clause 6.5.

6.2 Any samples, drawings, or advertising we issue, and any illustrations contained in our catalogues or brochures, are produced solely to provide you with an approximate idea of the Goods they describe.

6.3 If any of these Terms are inconsistent with any term of the Order, the Order shall prevail.

6.4 The Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion.

6.5 Except in the case of an Order being made through our website (Clause 6.8) these Terms shall become binding on you and us when:

- (a) we issue you with written acceptance of an Order (Order Confirmation); or
- (b) we notify you that the Goods are ready,

whichever is the earlier, at which point a contract shall come into existence between us.

6.6 Any quotation for the Goods is given on the basis that a binding contract shall only come into existence in accordance with clause 6.5. A quotation shall be valid for a period of 21 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

6.7 We shall assign an order number to the Order and inform you of it . Please quote the order number in all subsequent correspondence with us relating to the Order.

6.8 In the case of an Order being placed through our site, then after placing an Order, you will receive an e-mail from us acknowledging that we have received your Order. Please note that this does not mean that your Order has been accepted. Your order constitutes an offer to us to buy Goods. All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.

- 6.9 The Contract will relate only to those Goods whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.
- 6.10 Except in the case of an Order through our website (Clause 7), you may at any time before the earlier of any agreed delivery date **OR** within 7 calendar days of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation, except that where the amendment or cancellation results from our failure to comply with these Terms you shall have no liability to us for it.
- 6.11 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Goods from us, unless any change to those policies or these Terms is required by law or government or regulatory authority (in which case, it will apply to orders you have previously placed that we have not yet fulfilled).

## **7. CONSUMER RIGHTS FOR ON-LINE SALES**

- 7.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Goods. In this case, you will receive a full refund of the price paid for the Goods in accordance with our refunds policy (set out in clause 7.3 below).
- 7.2 To cancel a Contract, you must inform us in writing. You must also return the Goods to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Goods while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 7.3 If you return Goods to us:
- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 7.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will refund the price of the Goods in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.
  - (b) for any other reason, then clause 9 shall apply.
- 7.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **8. THE GOODS**

- 8.1 We warrant that on delivery, and for a period of 12 months from the date of delivery, the Goods shall:

- (a) conform in all material respects with their description **OR** the manufacturer's specification (subject to any qualification or representation contained in our brochures, advertisements or any other documents);
- (b) be of satisfactory quality;
- (c) be fit for any purpose we say the Goods are fit for or for any reasonable purpose for which you use the Goods;
- (d) be free from material defects in design, material and workmanship; and
- (e) comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

8.2 This warranty is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or trading standards office.

8.3 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, if you use the Goods in a way that we do not recommend, your failure to follow our instructions, failure to install the Goods correctly or any alteration or repair you carry out without our prior written approval.

8.4 You are made aware that the proper functioning of the Goods relies upon you maintaining your vehicle in good condition, and in particular carrying out maintenance in accordance with the manufacturers scheduling and recommendations. Accordingly, any warranty relating to the Goods and any liability on us shall not apply in the event that you do not maintain your vehicle in good condition or carry out maintenance in accordance with the manufacturers scheduling and recommendations.

8.5 We will take reasonable steps to pack the Goods properly and to ensure that you receive your order in good condition.

8.6 These Terms apply to any repaired or replacement Goods we supply to you in the unlikely event that the original Goods are faulty or do not otherwise conform with these Terms.

## **9. DEFECTIVE GOODS AND RETURNS**

9.1 In the unlikely event that the Goods do not conform with these Terms, please let us know as soon as possible after delivery. We will collect the Goods on a date agreed between us **OR** ask you to return the Goods to us at our cost and once we have checked that the Goods are faulty, we will:

- (a) provide you with a full or partial refund;
- (b) replace the Goods; or
- (c) repair the Goods.

9.2 These Terms will apply to any repaired or replacement Goods we supply to you.

9.3 If you are unhappy with the Goods for any other reason, you may return them to us at your own cost within 14 calendar days of receipt.

## **10. DELIVERY**

- 10.1 You may collect the Goods from us **OR** We will deliver the Goods to you within seven calendar days of the date set out in the Order **OR** on which we notify you that they are ready.
- 10.2 Delivery of the Order shall be completed when we deliver the Goods to you **OR** you collect them from us.
- 10.3 We will take reasonable steps to meet the delivery date set out on the Order or as otherwise agreed between us (in writing). However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you. Please allow extra time for deliveries to Northern Ireland, the Highlands and Islands and AB and BT postcodes.
- 10.4 If you fail to take delivery of an Order within seven calendar days of the date set out in the Order **OR** on which we notify you that the Goods are ready, then, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control:
- (a) we will store the Goods until delivery takes place and may charge you a reasonable sum (currently £5 a day) to cover expenses and insurance.
  - (b) we shall have no liability to you for late delivery.
- 10.5 If you have not taken delivery of the Goods within two weeks of the date set out in the Order **OR** our notifying you that they are ready, we may, after giving you reasonable prior notice in writing, resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, pay you for any excess over the price of the Goods or charge you for any shortfall below their price.
- 10.6 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the order in instalments. We will not charge you extra delivery costs for this. If you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment shall constitute a separate contract. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

## **11. TITLE AND RISK**

- 11.1 The Goods will be your responsibility from the time of delivery.
- 11.2 Ownership of the Goods will only pass to you when we receive payment in full of all sums due for the Goods, including delivery charges.

## **12. PRICE AND PAYMENT**

- 12.1 The price of the Goods will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Order. Prices are liable to change at any time, but price changes will not affect Orders that we have confirmed in writing.

- 12.2 These prices exclude VAT which will be added at the prevailing rate. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.
- 12.3 These prices exclude delivery costs, which will be added to the total amount due.
- 12.4 It is always possible that, despite our best efforts, some of the Goods we sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, we will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Goods, or reject the Order and tell you. If the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error, we do not have to provide the Goods to you at the incorrect (lower) price.
- 12.5 Payment for all Goods must be made in advance by credit card, debit card, or PayPal. We accept payment with all major credit cards, with the exception of American Express. We will not charge your credit or debit card until we dispatch your order.

**OR**

We may invoice you for the Goods on or at any time after you have collected the Goods **OR** we have delivered them to you. The invoice will quote the Order Number. You must pay the invoice in cleared monies within seven calendar days of the date of the invoice by the methods shown in clause 12.5.

- 12.6 If you do not make any payment due to us by the due date for payment (as set out in clause 12.5, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Lloyds TSB Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.
- 12.7 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any other outstanding Order until you have paid the outstanding amounts.
- 12.8 Clause 12.6 and clause 12.7 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

**13. LIMITATION OF LIABILITY**

- 13.1 Subject to clause 13.3 and clause 13.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms. We draw your attention to the limitations on our warranty in clause 8 and to your responsibility to maintain your vehicle set out in clause 8. You accept this is reasonable because, in particular, the Goods will not function if your vehicle is not maintained in good condition.

- 13.2 Subject to clause 13.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories:
- (a) loss of income or revenue;
  - (b) loss of profit;
  - (c) loss of business;
  - (d) loss of anticipated savings;
  - (e) loss of data; or
  - (f) any waste of time.

However, this clause 13.2 shall not prevent claims for foreseeable loss of, or damage to, your physical property subject to a limit on such claims of £ 20,000. This sum represents a genuine estimate of the likely maximum cost of replacing an engine in your vehicle should the Goods fail and you accept this as being reasonable..

- 13.3 Nothing in this agreement excludes or limits in any way our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - (d) defective products under the Consumer Protection Act 1987; or
  - (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

#### **14. EVENTS OUTSIDE OUR CONTROL**

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 14.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
- (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (e) impossibility of the use of public or private telecommunications networks; or
  - (f) pandemic or epidemic.

- 14.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

**15. ASSIGNMENT**

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

**16. NOTICES**

All notices sent by you to us must be sent to Wrightune Limited at The Croft, Whitely Road, Hithercroft Industrial Estate, Wallingford. Oxfordshire OX10 9RG. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

**17. GENERAL**

- 17.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 17.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 17.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 17.4 These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.