

TERMS & CONDITIONS – WEBSITE

PLEASE NOTE THAT OUR STANDARD TERMS AND CONDITIONS OF BUSINESS FOR BOTH TRADE CUSTOMERS AND CONSUMERS ARE INCORPORATED INTO THESE WEBSITE TERMS AND CONDITIONS

This page (together with our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in December 2014. These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website www.tomoparts.co.uk. We are Tomo Parts Limited, a company registered in England and Wales under company number 03862297 and with our registered office at Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP. Our main trading address is Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP. Our VAT number is 744 1187 39.

1.2 Contacting us if you are a consumer:

- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to contact our Customer Services team by telephone on 01895 443 553 or alternatively contact us by email on sales@tomoparts.co.uk. We will e-mail you to confirm we have received your cancellation. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us.
- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our customer service team at 01895 443 553 or by e-mailing us at sales@tomoparts.co.uk.
- (c) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.3 **Contacting us if you are a business.** You may contact us by telephoning our customer service team at 01895 443 553 or by e-mailing us at sales@tomoparts.co.uk. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 18.3.

TERMS & CONDITIONS – WEBSITE

2. OUR PRODUCTS

- 2.1 The images of the Products on our site are for illustrative purposes only. Your Products may vary slightly from those images.

3. USE OF OUR SITE

Your use of our site is governed by our *Terms of website use* and *Website Acceptable Use Policy*. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our *Privacy Policy*. Please take the time to read our *Privacy Policy*, as it includes important terms which apply to you.

5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

- 5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

- 6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

- 6.2 These Terms and our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy* constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

- 6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy*.

- 6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

TERMS & CONDITIONS – WEBSITE

7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 7.3*.

7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *clause 12.5*, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. OUR RIGHT TO VARY THESE TERMS

8.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

8.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

8.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

8.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This *clause 9* only applies if you are a consumer.

TERMS & CONDITIONS – WEBSITE

9.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in *clause 9.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

9.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
Your Contract is for a single Product (which is not delivered in instalments on separate days).	The end date is the end of 14 days after the day on which you receive the Product. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for either of the following: <ul style="list-style-type: none"> one Product which is delivered in instalments on separate days. multiple Products which are delivered on separate days. 	The end date is 14 days after the day on which you receive the last instalment of the Product or the last of the separate Products ordered. Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.
Your Contract is for the regular delivery of a Product over a set period.	The end date is 14 days after the day on which you receive the first delivery of the Products. Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.

9.3 To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the [cancellation form](#) on our website. A link to the website cancellation form will be included in our Dispatch Confirmation. If you use this method we will e-mail you to confirm we have received your cancellation.

TERMS & CONDITIONS – WEBSITE

You can also e-mail us at sales@tomoparts.co.uk or contact our Customer Services team by telephone on 01895 443 533 or by post to Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP. If you are e-mailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.

- 9.4 If you cancel your Contract we will:
- (a) refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
 - (i) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause 9.7*;
 - (ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.
- 9.5 If you have returned the Products to us under this *clause 9* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 9.6 We will refund you on the credit card or debit card used by you to pay.
- 9.7 If a Product has been delivered to you before you decide to cancel your Contract:
- (a) then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You can either send it back, return it to us in-store or hand it to our authorised carrier. Please see our [Returns page](#) for our returns address, information about our authorised carrier and how to arrange a return. If we have offered to collect the Product from you, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection;

TERMS & CONDITIONS – WEBSITE

- (b) unless the Product is faulty or not as described (in this case, see *clause 9.5*), you will be responsible for the cost of returning the Products to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.

9.8 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. DELIVERY

10.1 We will contact you with an estimated delivery date, which will be within 10 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 17* for our responsibilities when this happens.

10.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us or you collect them from us and the Products will be your responsibility from that time.

10.3 You own the Products once we have received payment in full, including all applicable delivery charges.

This clause 10.4 only applies if you are a consumer.

10.4 If we miss the 10 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

- (a) we have refused to deliver the Products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances);
or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

10.5 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 10.4*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

10.6 If you do choose to cancel your Order for late delivery under *clause 10.5* or *clause 10.6*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

TERMS & CONDITIONS – WEBSITE

11. NO INTERNATIONAL DELIVERY

11.1 Unfortunately, we do not delivery to addresses outside the UK.

12. PRICE OF PRODUCTS AND DELIVERY CHARGES

12.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see *clause 12.5* for what happens if we discover an error in the price of Product(s) you ordered.

12.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

12.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order

12.5 Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

- (a) where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
- (b) if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

13. HOW TO PAY

13.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Visa Electron/Visa/Mastercard/Maestro. We also accept payment by Paypal.

13.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

TERMS & CONDITIONS – WEBSITE

14. MANUFACTURER GUARANTEES

14.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products or contact us for further information.

14.2 If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

14.3 The manufacturer's warranty in *clause Error! Reference source not found.* does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

14.4 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 15 only applies if you are a business customer.

15.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) defective products under the Consumer Protection Act 1987;
- (e) any matter in respect of which it would be unlawful for Us to exclude or restrict liability

15.2 Subject to the manufacturer's warranty as set out in *clauses 5.1 to 5.7* of the Trade Terms and Conditions and *clause 15.1* above, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;

TERMS & CONDITIONS – WEBSITE

- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

15.3 Subject to the manufacturer's warranty as set out in clauses 5.1 to 5.7 of the Trade Terms and Conditions and *clause 15.1* above, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.

15.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

16. OUR LIABILITY IF YOU ARE A CONSUMER

This *clause 16* only applies if you are a consumer.

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

16.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

TERMS & CONDITIONS – WEBSITE

17. EVENTS OUTSIDE OUR CONTROL

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *clause 17.2*.

17.2 An **Event Outside Our Control** means any act or event beyond our reasonable control[, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport].

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

17.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 14 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

18. COMMUNICATIONS BETWEEN US

18.1 When we refer, in these Terms, to "in writing", this will include e-mail.

18.2 **If you are a consumer** you may contact us as described in *clause 1.2*.

18.3 **If you are a business:**

- (a) Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
- (c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

TERMS & CONDITIONS – WEBSITE

- (d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19. OTHER IMPORTANT TERMS

- 19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.
- 19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 19.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 19.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 19.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 19.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

TERMS & CONDITIONS – WEBSITE

Schedule CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Tomo Parts Limited, Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP, Telephone: 01895 443 553, Email address: sales@tomoparts.co.uk.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate