

TOMO PRESTIGE LIMITED (07519653)

TERMS & CONDITIONS - CONSUMER

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OUR TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 11.2;

Goods: the goods that We are selling to you;

Order: your order for the Goods;

Special Order Goods: any special order for the Goods, including any electrical and safety goods, that it is agreed between you and Us.

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

We/Our/Us: Tomo Prestige Limited, Company No. (07519653), Unit 1, Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP.

Website: www.tomoparts.co.uk

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods to you.

2.2 Please ensure that you read these Terms carefully, and check that the details of the Order are complete and accurate. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you submit the Order to Us, this does not mean We have accepted your order for Goods. Our acceptance of the Order will take place as described in clause 2.4. If We are unable to supply you with the Goods, We will inform you of this and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order at which point a contract will come into existence between you and Us.

2.5 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.6 Our website is solely for the promotion of Our Goods in the UK. Unfortunately, We do not deliver to addresses outside the UK.

2.7 The images of the Goods on Our Website are for illustrative purposes only.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time where there has been changes in relevant laws and regulatory requirements.

3.2 You may make a change to the Order for Goods at any time before We despatch the Goods by contacting Us, except in the case of Special Order Goods. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 12 in these circumstances.

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- 3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12. In the case of Special Order Goods, unfortunately, because these Goods are made to your specific requirements, you will not be able to cancel an Order once it is made.
4. **SPECIAL ORDER GOODS**
- 4.1 We may be able to supply Special Order Goods which are made according to a specification you provide to Us.
- 4.2 Please make sure your specification is correct and accurate. Unfortunately, We cannot accept the return of Special Order Goods if the reason for the return is because you provided Us with an incorrect specification. However, this will not affect your legal rights as a consumer in relation to Special Order Goods that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.
5. **DELIVERY OF GOODS**
- 5.1 Delivery of an Order shall be completed when you collect them from Us and the Goods will be your responsibility from that time.
- 5.2 You can collect the Goods from Us at any time during Our working hours of 8.00am-5.30pm on weekdays and 8.30am-12pm on Saturdays.
- 5.3 You own the Goods once We have received payment in full.
6. **IF THE GOODS ARE FAULTY**
- As a consumer, you have legal rights in relation to Goods that are faulty or not as described. We are under a legal duty to supply Goods that
- are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
7. **THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS**
- 7.1 The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods or contact Us for further information.
- 7.2 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7.3 The manufacturer's guarantee provides that on delivery and for a period of 12 months from delivery, the Goods shall be free from material defects. However, this guarantee does not apply in the circumstances described in clause 7.4.
- 7.4 This guarantee does not apply to any defect in the Goods 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 Goods 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; and

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(e) any specification provided by you.

have already paid for the Goods in full before the change in the rate of VAT takes effect.

7.5 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9.3 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 despatch 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 Website, We will contact you to tell you and for your instructions. 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 Goods to you at the incorrect (lower) price.

8. GOODWILL GUARANTEE OF GOODS

8.1 If you are unhappy with the Goods for any reason or you change your mind, you may return them to Us at your own cost within 14 calendar days of receipt if you send Us the proof of purchase (except Special Order Goods). We will refund you the price you paid for the Goods.

9.4 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card. We accept payment with Visa Electron/Visa/Mastercard/Maestro.

8.2 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. OUR LIABILITY TO YOU

10.1 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 the 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.

9. PRICE AND PAYMENT

9.1 The price of the Goods will be set out on our Website at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

10.2 We only supply the Goods for domestic and private use (if you are a trader, please refer to Trade Terms & Conditions). You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business,

9.2 These prices include VAT. If the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you

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- business interruption, or loss of business opportunity.
- 10.3 We do not exclude or limit in any way Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (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) breach of the terms implied by sections 13, 14 and 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.
- 11. EVENTS OUTSIDE OUR CONTROL**
- 11.1 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 an Event Outside Our Control.
- 11.2 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.
- 11.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms 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 Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 12. We will only cancel the contract if the Event Outside Our Control continues for longer than 2 weeks in accordance with Our cancellation rights in clause 12.
- 12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND**
- 12.1 Before the Goods are delivered, you have the following rights to cancel an Order for Goods (except Special Order Goods), including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
- (a) you may cancel any Order for Goods at any time before We despatch the Goods by contacting Us. We will confirm your cancellation in writing to you;
 - (b) if you cancel an Order under clause 12.1(a) and you have made

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any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you and any delivery charges;

- (c) unfortunately, if you cancel an Order for Goods under clause 12.1(a) and We have already despatched your Goods to you, We will not be able to cancel your Order until it is delivered or collected. In this case, if you return the Goods to Us, We will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you.

12.2 Unfortunately, as the Special Order Goods are made to your requirements, you will not be able to cancel your Order once made (but this will not affect your legal rights as a consumer in relation to Special Order Goods that are faulty or not as described).

13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

13.1 We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. If this happens:

- (a) we will promptly contact you to let you know;
- (b) if you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you;

- (c) where We have already started work on your Order for Special Order Goods by the time We have to cancel under clause 13.1. We will not charge you anything and you will not have to make any payment to Us.

14. INFORMATION ABOUT US AND HOW TO CONTACT US

14.1 We are a company registered in England and Wales. Our company registration number is 07519653 and Our address is Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP. Our registered VAT number is 122 9931 13.

14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01895 443 553 or by e-mailing Us at sales@tomoparts.co.uk.

14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Tomo Prestige Limited at Unit 1 Tomo Industrial Estate, Packet Boat Lane, Cowley, Uxbridge, Middlesex, UB8 2JP and/or sales@tomoparts.co.uk. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 We will use the personal information you provide to Us to:

- (a) provide the Goods;

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- (b) process your payment for such Goods; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

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.

15.2 We will not give your personal data to any third party.

16.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. 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.

16. OTHER IMPORTANT TERMS

16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always tell you in writing if this happens, but this will not affect your rights under the contract or the obligations owed to you under the Contract.

16.2 You may transfer the benefit of the guarantee in clause 7.1 to any purchaser of your property.

16.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 7.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms.

16.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 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