

## SC Parts Group Ltd. Terms and conditions (the "T&Cs")

### About Us

**scparts.co.uk** is a site operated by SC Parts Group Limited ("we"). We are a company registered in England and Wales under company number 01863134 and with our registered office at Bermuda House, 45 High Street, Hampton Wick, Kingston Upon Thames, Surrey KT1 4EH. Our main trading address, however, is:

SC Parts Group Limited  
14 Cobham Way, Gatwick Road  
Crawley, West Sussex  
RH10 9RX  
(Near Gatwick airport)  
General +44 (0) 1293 847200  
fax +44 (0) 1293 847201  
+44 (0) 1293 546570  
e-mail enquiries@scparts.co.uk

### South West Branch

telephone +44 (0) 1278 457372  
fax +44 (0) 1278 424590

### Our offices are open as follows:

Monday - Friday: 8.30 am - 6.30 pm  
Saturday: 9.00 am - 1.00 pm

### Introduction

These T&Cs are written in accordance with the UK Distance Selling Regulations 2000 and other relevant consumer legislation. They set out the basis on which we sell goods and services to you as customer acting outside the course of your business. If you are ordering goods in the course of your business, please refer to our Terms for Business Customers.

Nothing contained in these T&Cs shall affect your statutory rights as a consumer

### Contract

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.

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 relevant goods have been dispatched (the "Dispatch Confirmation"). The contract between us (the "Contract") will only be formed when we send you the Dispatch Confirmation.

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.

All orders for goods will be completed within 30 days wherever possible. Should the order not be completed within 30 days then the customer has the right to cancel the order without any additional charges.

### Delivery

We will make every attempt to ensure your order is delivered in the time specified but we cannot be responsible for the late delivery of goods by a third party. In particular, letter post cannot be guaranteed. Should there be a late delivery by courier who provided you with a promised delivery time, then we will offer you a goodwill refund of up to 50% of the carriage costs invoiced.

When a courier is being used for delivery a signature will be necessary for the goods to be delivered. Our couriers are instructed not to leave goods at your premises without a signature unless you asked us to leave the goods in a safe place when you made your order. If goods are returned to us because no signature was given for delivery, we reserve the right to make a further charge if the courier has to return.

### Shortages

Shortages must be reported to us within a reasonable period of you receiving the goods from us. We recommend that you inspect all goods upon receipt for damage or faults. We will deem that you have accepted the goods if you indicate to us that you have accepted them, or if you do any act in relation to them which is inconsistent with our ownership of them (eg fitting the goods to your vehicle).

### Your rights

You may cancel a Contract at any time within seven working days, beginning on the day after you received the goods (the "Cancellation Period"). In this case, you will receive a full refund of the price paid for the goods in accordance with our refunds policy (as set under the heading "Our Refunds Policy").

To cancel a Contract, you must inform us in writing. You may do this by sending an email to us (sales@scparts.co.uk) including "Order Cancellation" in the subject line, or by sending a letter to Returns Department, Unit 14, Cobham Way, Gatwick Road, Crawley, West Sussex, RH10 9RX.

You must also return the goods to us immediately, in the same condition in which you received them, and at your own cost and risk. 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. Details of your statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation.

You also have a limited right to cancel a Contract for the supply of any Specially Ordered Goods (see below).

### Specially Ordered Goods

"Specially Ordered Goods" are goods that have been made to your specification and include all "made to order" trim parts, or units supplied by you for reconditioning. Orders for Specially Ordered Goods may not be cancelled other than during the seven working day period starting from, and including, the day after we receive your order (the "Cooling-Off Period"). If you cancel your order during the Cooling-Off Period, you will be entitled to a full refund. On expiry of the Cooling-Off Period, we will place your order with our supplier.

If you decide to cancel the order after the Cooling-Off Period we will be entitled to withhold such amounts from the purchase price paid by you (up to the full purchase price) to cover any direct loss we may have incurred as a result of your cancellation. We will use our reasonable endeavours to mitigate any such loss and refund to you the balance remaining, if any, after we have recovered our costs.

Should you wish to opt out of the Cooling-Off Period (so as not to delay the order), you must call us first to discuss this option and then confirm this in writing to us. Specially Ordered Goods cannot be returned to us unless damaged in transit or are faulty.

### Our Refunds Policy

When you return goods to us because you have cancelled the Contract between us within the Cancellation Period, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the goods in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.

If you return goods for any other reason (for instance, because you claim that the goods are defective), we will examine the returned goods and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in re-

turning the item to us.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

### **Our Liability**

We warrant to you that any goods purchased from us through our site are of satisfactory quality and reasonably fit for all the purposes for which goods of the kind are commonly supplied.

Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the goods you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability: for death or personal injury caused by our negligence; under section 2(3) of the Consumer Protection Act 1987; for fraud or fraudulent misrepresentation; or for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

### **Prices and Payment**

The price of any goods will be as quoted on our site from time to time, except in cases of obvious error. All prices are quoted in Pounds Sterling ("GBP") and include VAT at the rate of 20%. The costs of freight, packaging and insurance are not included in the quoted prices. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Our site contains a large number of goods and it is always possible that, despite our best efforts, some of the goods listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a 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 your order and notify you of such rejection. We are under no obligation to provide the goods to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

We accept payment from you with the following credit / debit cards: Visa, American Express, Mastercard, Maestro / Solo. The security code that is found on the back of your credit / debit card - last three digits on the signature strip- must be provided in order for us to process your payment. We also accept payment by postal orders (GBP) or cheques (GBP) drawn on a UK bank. Should you wish to pay by bank transfer, our bank details are below.

Name: Barclays Bank

Address:

PO BOX 3, 1 North End, Croydon, Surrey, CR9 1UF

Account number: 80430862

Sort Code: 20-24-64

Swift Code: BARCGB22

Iban Code: GB38 BARC 2024 6480 4308 62

Please note, if you do wish to pay via bank transfer, we will make a surcharge of 20.00 GBP to cover our transfer costs, in addition to the price for the goods and delivery charges.

### **Import Duty**

If you order goods from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and

taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### **Transfer Of Rights And Obligations**

The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent, such consent not to be unreasonably withheld or delayed. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

### **Events Outside Our Control**

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 events outside our reasonable control ("Force Majeure Event").

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; 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; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **Our Right To Vary These Terms And Conditions**

We have the right to revise and amend these terms and conditions from time to time.

You will be subject to the policies and terms and conditions in force at the time that you order goods from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within the Cancellation Period).

### **Law And Jurisdiction**

Contracts for the purchase of goods through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

### **Further Queries**

If you have any queries you can contact SC Parts Group Ltd on +44 (0)1293 847200 or email: enquiries@scparts.co.uk

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