

# Privacy Policy - The Fuel Cap Company

**CONSUMER TERMS OF SALE - PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE.**

## 1. Format of the Contract

- 1.1 These terms of sale apply to all goods supplied by The Fuel Cap Company, The Fort Offices, Artillery Business Park, Park Hall, Oswestry, Shropshire SY11 4AD, UK (the "Supplier").
- 1.2 No contract exists between you and the Supplier for the sale of any goods until the Supplier has received and accepted your order.
- 1.3 We do have the right to terminate the contract in the event that the goods are unavailable, mispriced or cleared funds are not received.
- 1.4 The contract is subject to your right of cancellation (see below).
- 1.5 The Supplier may change these terms of sale without notice to you in relation to future sales.

## 2. Description and price of the goods

- 2.1 The description and price of the goods you order will be as shown on the Suppliers website at the time you place your order.
- 2.2 The goods are subject to availability. If on receipt of your order the goods you have ordered are not available in stock we will not accept your order. If after acceptance or job order the Supplier discovers within [14 days] of our acceptance of your order that the goods are unavailable we may terminate the contract and refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.3 Every effort is made to ensure that prices shown on the Suppliers website are accurate at the time you place your order. If an error is found within 14 days of accepting your order, the Supplier will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If the Supplier does not receive an order confirmation within 14 days of informing you of the error, the order will be cancelled automatically. If you cancel the order, or if the order is cancelled automatically due to the expiry of the 14 day period, the Supplier will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.
- 2.4 In addition to the price, you may be required to pay a delivery charge for the goods.
3. Payment
- 3.1 Payment for the goods and delivery charges can be made by any method shown on the Suppliers website at the time you place your order. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.
- 3.2 There will be no delivery until cleared funds are received.
- 3.3 Payments shall be made by you without any deduction whatsoever unless you have a valid court order requiring an amount equal to such deduction to be paid by the Supplier to you.

## 4. Delivery

- 4.1 The goods you order will be delivered to the address you give when you placed your order, except that some deliveries are not made outside the United Kingdom.
- 4.2 Orders placed before 3.00 pm on a working day will be processed that day and will be delivered as per the requested delivery option provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)
- 4.3 If delivery cannot be made to your address for reasons out of the Suppliers control the Supplier will inform you as soon as possible.
- 4.4 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under control of the Supplier) then without prejudice to any other right or remedy available to the Supplier, the Supplier may:
  - 4.4.1 store the goods until actual delivery and charge you for reasonable costs (including insurance) of storage; or
  - 4.4.2 sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods.
- 4.5 If you fail to take delivery because you have cancelled your contract under the Distance Selling Regulations the Supplier shall refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods. On exercising your right to cancel you shall be required to return the goods to the Supplier. Should you fail to return the goods, the Supplier reserves the right to deduct any direct costs incurred by the Supplier in retrieving the goods as a result of such failure.
- 4.6 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, the Supplier will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, the Supplier will inform you as soon as possible.
- 4.7 Upon receipt of your order you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

## 5. Risk/Title

- 5.1 The goods are at your risk from the time of delivery.
- 5.2 Ownership of the goods shall not pass to you until the Supplier has received in full (cleared funds) all sums due to it in respect of:
  - 5.2.1 the goods, and
  - 5.2.2 all other sums which are or which become due to the Supplier from you on any account.
- 5.3 The Supplier shall be entitled to recover payment for the goods even though ownership of any of the goods has not passed from the Supplier.

## 6. Title for Business Customers

- 6.1 If you are a business customer until ownership of the goods has passed to you, you must:
  - 6.1.1 store the goods (at no cost to the Supplier) separately from all your other goods and goods of any third party in such a way that they remain readily identifiable as the Suppliers property;
  - 6.1.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; maintain the goods in satisfactory condition and keep them insured on the Suppliers behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request you shall produce the policy of insurance to the Supplier; and
  - 6.1.3 hold the proceeds of the insurance referred to in condition 6.1.2 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.2 If you are a business customer your right to possession of the goods shall terminate immediately if:
  - 6.2.1 you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of credi-

tors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency; or

6.2.2 you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or

6.2.3 you encumber or in any way charge any of the goods.

## **7. Your Right of Cancellation**

7.1 You have the right to cancel the contract at any time up to 14 days after you receive the goods (see below). Please note that this policy has some limitations and does not apply to business customers.

7.2 To exercise your right of cancellation, you must give written notice to the Supplier by post, giving details of the goods ordered and (where appropriate) their delivery. Notification by phone is not sufficient.

7.3 Except in the case of faulty or miss-described goods, if you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the goods to the Supplier at your own cost. The goods must be returned to the address shown within the Returns section of the website. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit. In the case of faulty or miss-described goods we shall, after receiving notification in accordance with clause 8.3 or 8.4, ask you to return the goods yourself and possibly refund you the reasonable postage costs.

7.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or re-credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods.

7.5 Except in the case of faulty or miss-described goods, if you do not return the goods as required, the Supplier may charge you a sum not exceeding the direct costs of recovering the goods.

7.6 You do not have the right to cancel the contract if the order is for consumable goods which, by their nature, cannot be returned, save where a fault is discovered which could not have been discovered otherwise than by unsealing the goods, for goods that are returned that have been ordered incorrectly or no longer required, we will deduct an administration value to cover our cost incurred.

## **8. Warranty**

8.1 All goods supplied by the Supplier are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

8.2 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, use otherwise than as recommended by the Supplier, failure to follow the Suppliers instructions, or any alteration or repair carried out without the Suppliers approval.

8.3 If the goods supplied to you are damaged on delivery, you should notify the Supplier in writing within 7 working days. (Please note that this is 48hrs for our business customers).

8.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify the Supplier in writing, as soon as possible, but in any event within 14 days of the date you discovered or ought to have discovered the damage, defect or complaint.

## **9. Limitation of Liability**

9.1 Subject to 9.2 below, if you are a consumer the Supplier shall not be liable to you for any loss or damage in circumstances where:

9.1.1 there is no breach of a legal duty owed to you by the Supplier or by its employees or agents;

9.1.2 such loss or damage is not a reasonably foreseeable result of any such breach;

9.1.3 any increase in loss or damage resulting from breach by you of any term of this contract.

9.2 Nothing in these conditions excludes or limits the liability of the Supplier for death or personal injury caused by the Suppliers negligence or fraudulent misrepresentation.

9.3 If you are a business customer the Supplier shall not be liable to you for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this agreement.

## **10. Data Protection**

The Supplier will take all reasonable precautions to keep the details of your order secure but unless the Supplier is negligent, the Supplier will not be liable for unauthorized access to information supplied by you.

## **11. Images**

Product images are for illustrative purposes only and may differ from the actual product. These terms of sale and the supply of the goods will be subject to English law and the English courts will have jurisdiction in respect of any dispute arising from the contract, save that consumers resident in Scotland shall have the right to insist upon these terms being construed in accordance with the laws of Scotland and to submit to the jurisdiction of Scottish courts.