

The Terms and Conditions set out herein shall apply to the sale of all Goods by South West Professional Tooling Ltd, a company registered under the laws of England and Wales under company number 11103372, registered address; 19 Acer Village, Bristol, England, BS14 9BH.

1. Definitions

1.1 The definitions set out herein shall have the following meaning(s).

"The Company" "we" "us" shall mean South West Professional Tooling Ltd.

"Consumer" shall mean the definition set out in the Consumer Rights Act 2015.

"Contract" shall mean the transaction(s) for the purchase of the Goods by you and sale of the Goods by us, as described in Clause 2.

"Customer" "you" "your" shall mean the Consumer or business placing an Order for our Goods. Where the person ordering the Goods is an individual acting on behalf of a business, that person shall hold demonstrable authority to bind and enter the Contract on behalf of that business before submitting an Order with us and the associated business accept, they will be the Customer in terms of this Contract upon Order Confirmation.

"Goods" means any items published for sale on our Website which are to be supplied by us to you as specified in the Order (and confirmed in the Order Confirmation).

"Order" means your order for the Goods.

"Order Confirmation" means our acceptance and confirmation of the Order as described in Clause 2.

"Website" means www.southwestprofessionaltooling.co.uk

"Terms & Conditions" means the terms and conditions set out herein.

1.2 Any reference to **"writing"** and/or **"written"** made in these Terms and Conditions shall include electronic communications such as software application communications and/or e-mail communication.

1.3 Any reference made to a **"Working Day"** or **'Working Days'** in these Terms & Conditions mean one working day or multiple working days in England (Monday – Friday, excluding Bank Holidays & Public Holidays).

2. The Contract

2.1 These Terms and Conditions govern the sale of all Goods by us through our Website and will form the basis of the Contract between us and you.

2.2 The Website will guide you through the ordering process. Before submitting your Order, you will be given the opportunity to review and amend your Order. You are to ensure that you check your Order thoroughly and read these Terms and Conditions carefully before submitting your Order. If you are unsure about any part of these Terms and Conditions or the ordering process, you are to

contact us via the 'contact us' details published on our Website.

2.3 Neither our Website nor its content constitutes a contractual offer capable of acceptance. Your Order shall constitute a contractual offer that we, at our sole discretion, may accept. We will communicate our acceptance of your Order by sending you an e-mail confirming your Order details and our identity, the **"Order Confirmation"**. Only once we have sent you an Order Confirmation will there be a legally binding Contract between you and us. For the avoidance of doubt, any contract formed by our Order Confirmation shall be subject to these terms and conditions.

2.4 The Order Confirmation will confirm the Goods you have ordered on our Website and will contain fully itemised pricing including any applicable taxes and the delivery costs you have chosen during the ordering process. The Order Confirmation will also include our identity and contact details.

2.5 If for any reason our Order Confirmation does not reconcile to your Order, you should contact us through the 'contact us' facility on our Website within 24 hours from our Order Confirmation to allow us to investigate and remedy your Order if necessary.

2.6 If for any reason, we do not accept or cannot fulfil your Order we will communicate this to you and refund your payment in full as soon as is possible (in any event this will be within 14 calendar Days).

3. Description and Specification of Goods

3.1 We have made every reasonable effort to ensure that our Goods conform to the photographs, specifications and detail published on our Website. Please note physical attributes may present differently from those viewed on electrical devices.

3.2. Internal packaging configurations may differ, in any event the you will receive the Goods published on our Website.

3.3 We reserve the right to make changes to the specification of our Goods without notifying you, if this is needed to conform to any applicable safety, legal or regulatory requirements or for general improvement to the quality of our product(s). We will make every reasonable effort to update our Website in the event of any changes we make.

3.4 We do not warrant or represent that our Goods will be available. If the Goods are not available, then we will make every reasonable effort to update our Website, in any event clause 2.6 will apply to any Orders where an Order Confirmation has been sent.

4. Price and Payment

4.1 The price of the Goods, taxes and delivery will be published on our Website during the ordering process. Our prices may change at any point in time, this will not affect any Orders that we have sent an Order Confirmation in accordance with Clause 2.4.

4.2 We have made every reasonable effort to ensure that the prices published on our Website are correct. If we find, or are made aware of, any price errors and/or

omissions, for any reason, we will make every reasonable effort to correct them as soon as possible.

4.3 If there is an obvious, identifiable and/or unmistakable pricing error published on our Website for any reason and/or the price error could reasonably have been recognised as erroneous and disproportionate by you we will be under no obligation to provide the Goods to you at the incorrect (lower) price, even after we have sent you an Order Confirmation. We will check the prices of your Order when we process your Order and advise you if there has been an error in pricing at which point, we will offer you the option to pay the correct price for the Goods or provide a full refund for the cost you have paid in accordance with clause 2.6.

4.4 Our Website publishes prices both inclusive and exclusive of United Kingdom, Value Added Tax (VAT). If the rate of VAT changes, we reserve the right to adjust the rate of VAT that you must pay. Changes in VAT will not affect any prices where we have sent you an Order Confirmation and received payment from you in full.

4.5 The price published on our Website for Goods does not include delivery costs. Delivery options and any related charges will be presented to you as part of the Order process on our Website. Please ensure you check these are correct before committing to an Order.

4.6 Payment for the Goods and any related delivery charges must be made at the time you Order on our Website. You will be prompted to pay during the Order process.

4.6 All payments made via our Website will be processed via a third-party payment gateway provider. No credit or debit card information is or will be provided to us and completion of the transaction will be subject to you agreeing to the payment gateway provider's terms and conditions, under a separate contractual relationship and agreement. By committing to the payment of an Order via our third-party payment provider you agree we cannot and will not be held liable for any errors, actions, omissions, or incorrect charges the third-party gateway provider may make and you are advised to contact them in relation to any payment issues.

5. Delivery

5.1 Orders that we receive Monday to Friday may take up to five Working Days to process and despatch. In any event, Goods will be delivered within 30 days after the date of our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of our control - see clause 11).

5.2 We will send you an email confirmation notifying you when the Order has been despatched.

5.3 Orders will be delivered by a third-party courier, and you may be required to sign for the delivery. If no-one is available at your delivery address (the address you provided to us) to accept the Goods, then we may need to charge you for costs associated with redelivery. If your Order has not arrived by the estimated delivery date the third part courier has issued, please contact us via the contact us facility on our Website as soon as is possible.

5.4 Orders demanding larger volumes of Goods could be delivered by heavy goods vehicles on a pallet. It is your

responsibility to ensure the appropriate space, facilities and infrastructure are available to allow for successful delivery of larger volume Orders. We may need to charge you additional costs for re-delivery if we are unable to successful deliver the Goods for such reasons.

5.5 If there are likely to be any delivery restrictions in delivering the Order to your chosen address, please contact us before placing your Order, this may incur additional delivery costs.

5.6 Subject to our obligations under clause 5.1 in the unlikely event that we fail to deliver the Goods within 30 calendar days of our Order Confirmation, or we refuse to deliver your Goods for any reason you may cancel your Order and treat the Contract made between us and you as being at an end immediately and request a refund which will be subject to Clause 2.6. In any event we will make reasonable effort to ensure late delivery of Goods is communicated to you as early as possible.

5.7 If we refuse to deliver our Goods to you for any reason this will be communicated to you along with the reason for our refusal.

5.8 If you do not wish to cancel your Order under clause 5.6 or none of those circumstances apply, you may specify a new (and reasonable) delivery date. If we fail to meet the new deadline, you may then treat the Contract as being at an end and request a refund which will be subject to Clause 2.6.

5.9 Successful delivery of our Goods to you will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or by someone identified or delegated by you as the recipient) have taken physical possession of the Goods from our third-party courier. If you have nominated a safe place or a local delegate where the courier can leave the Goods without a signature, delivery will still be deemed to have successfully taken place when the Goods are delivered by the Courier to this safe place or nominated delegate (For example a neighbour).

6. Faulty, Damaged or Incorrect Goods

6.1 By law, we must provide Goods that are; of a satisfactory quality, safe and fit for purpose and in accordance with any pre-contract information we have provided on our Website (subject to Clause 3.2 and unless we have made you aware of any differences during the Ordering process and you have proceeded to make an Order). If any Goods you have purchased do not comply and, for example, have design and/or material defects or are damaged when you receive them, or if you receive incorrect Goods, please contact us providing the relevant defect characteristics (or damage) in accordance with the criteria published on our Website (see user manual) as soon as possible to arrange for one of the remedies published herein.

6.2 Beginning on the day that you receive the Goods (and take ownership of them) and without prejudice to the statutory rights to which you are entitled you have a 30-calendar day right to reject the Goods and to receive a full refund if they do not conform as stated in 6.1.

6.3 If you receive goods that are not of a satisfactory under Clause 6.1 but do not wish to reject the Goods

within the time stipulated in 6.2 you may request a replacement. We will bear any associated costs and will provide the replacement within a reasonable timescale. In certain circumstances, where a replacement is not possible or the cost of replacement is grossly disproportionate, we may offer you a full refund instead. If you request a replacement during the time stipulated in 6.2 that period will be suspended while we provide the replacement and will resume on the day that you receive the replacement Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

6.4 If, after replacement, the Goods still do not conform to 6.1, you may have the right either to keep the Goods at a reduced price of no greater than 10% of the price paid or reject them in exchange for a refund which will be in accordance with clause 2.6.

6.5 We accept no liability for improper handling, use, storage and/or modification (See our Website – User manual) of the Goods we supply to you in an Order. Any such action taken by you or construed to be taken by you shall invalidate your rights given under this clause 6 and clause 7.

6.6 To return Goods to us for any reason under clause 6, please contact us via the details published on our Website to arrange for the return. We will be fully responsible for the costs of returning Goods under clause 6.

6.7 Any refunds under clause 6 will be issued using the same payment method that you had used when ordering the Goods in accordance with clause 2.6 on the day in which we agree in writing that you are entitled to the refund, this shall include the original delivery cost.

7. Cancelling and Returning Goods

7.1 If you are a Consumer in the United Kingdom, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. The cooling off period starts the day successful delivery of our Goods will be deemed to have taken place. You may also cancel the Order before we send the Order Confirmation.

7.2 If the Goods are being delivered to you in a single delivery the cooling-off period ends 14 calendar days after the day successful delivery of our Goods will be deemed to have taken place. If the Goods are being delivered in separate deliveries on separate days, the legal cooling-off period ends 14 calendar days after the day the day successful delivery of our Goods will be deemed to have taken place for the final delivery of your Order.

7.3 If you wish to exercise your right to cancel under this clause 7, you must inform us of your decision within the cooling-off period. You may do this in any way you wish, we advise you contact us in writing via the contact us details published on our Website with the word “Cancellation” clearly written in the subject line. Cancellation by email or by post is effective from the date on which you send us your written communication. Please note that the cooling-off period lasts for whole calendar days from the time on the day successful delivery of our Goods will be deemed to have taken

place i.e., the time and day on the point of delivery notice our third-party courier provides.

7.4 Please note that you may lose your legal right to cancel under this clause 7 if Goods are found to have been subjected to any of the conditions published in clause 6.5.

7.5 Please ensure that you return Goods to us no more than 14 calendar days after the day on which you informed us of your wish to cancel under this clause 7.

7.6 You may return Goods to us by post or another suitable delivery service of your choice. Please contact us at enquiries@southwestprofessionaltooling.co.uk to obtain details of the returns address. Please note that you must bear the costs of returning Goods to us if cancelling under this clause 7. We will reimburse standard delivery charges in full as part of your refund. However, we cannot reimburse for any delivery cost above and beyond our standard delivery charges.

7.7 Refunds agreed under this clause 7 will be issued to you in accordance with clause 2.6 from the day on which we receive the Goods back or, if we have not yet provided an Order Confirmation or, we have not yet despatched the Goods.

7.8 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. more than would be reasonably permitted in a physical shop). If we issue a refund before we have received the Goods and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the Goods have been handled excessively or any part of clause 6.5 applies.

7.9 Refunds that we agree to make under clause 7 will be made using the same payment method that you used when ordering the Goods in accordance with clause 2.6.

8. Cancellations by Us

8.1 We reserve the right to cancel your Order at any time before we despatch the Goods to you if the Goods are no longer in stock and we are unable to re-stock; or if an event outside of our control occurs (please see clause 11).

8.2 If we cancel your Order and you have already paid for the Goods under clause 4, we will confirm this in writing and will refund the payment to you within 14 days.

9. Warranty

9.1 In addition to the statutory rights to which you are entitled and are not limited by these terms and conditions, we provide a warranty of 3 months for the Goods we supply to you under an Order from the date we accept your Order. This warranty is limited to characteristics resulting from material and/or manufacturing defects only. We shall offer a repair or replacement at our sole discretion in such circumstances. Please send any warranty claims to enquiries@southwestprofessionaltooling.co.uk including the following information.

- Name,
- Address,
- Date and proof of purchase,

- Invoice number,
- All associated warranty claim characteristics.

9.2 We accept no liability for improper handling, use, storage and/or modification (See our Website – user manual) of the Goods we supply to you in an Order. Any such action taken by the you or construed to be taken by you shall invalidate the warranty given to you, by us under this clause 9.

10. Our Liability

10.1 We will be responsible for any foreseeable loss or damage directly relating to your Order that you may suffer due to our breach of these Terms and Conditions. Loss or damage is foreseeable if it is an obvious consequence of our breach (or negligence) or if it is reasonably identifiable by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

10.2 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity whatsoever.

10.3 Nothing in these Terms and Conditions seeks to exclude or limit any of your rights as a Consumer. More information can be obtained from your local Citizens' Advice Bureau or Trading Standards Office.

10.4 Subject to clause 10.4, for business Customers only, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total price paid for the Goods. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. Events Outside of Our Control (Force Majeure)

11.1 We will not be liable for any failure or delay in performing our obligations under the Contract where that failure or delay results from any cause or contributing factor that is beyond our reasonable control. Such causes include, but are not limited to; power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, subsidence, acts of terrorism or war, governmental action, other natural disaster, or any other event that is beyond or outside of our control.

12. Contact Details, Complaints and Feedback

12.1 We always welcome feedback from our customers and, whilst we always wish to ensure that your experience as our customer is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

12.2 If you have any queries, complaints, or problems with the Goods we have provided, please contact us at enquiries@southwestprofessionaltooling.co.uk in the first instance so we can investigate. You will also find details on our Website under contact us.

13. Other Important Terms

13.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if, for example, we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract) without our express written permission.

13.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid, or otherwise unenforceable by a court or other authority, that/those provision(s) will be deemed severed from these Terms and Conditions and the remainder of the terms and conditions will remain valid and enforceable.

13.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means or should be construed that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

14. How We Use Your Personal Information (Data Protection)

14.1 All personal information that we may process will be collected, used, and held in accordance with the provisions of the General Data Protection Regulation 2016, the Data Protection Act 2018, and any subsequent enforceable amendments to them. For further information, please refer to our Website Privacy Policy.

15. Governing Law and Jurisdiction

15.1 These Terms and Conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 You accept any disputes concerning these Terms and Conditions, the Contract between you and us, or any matters arising (whether contractual or otherwise) shall be subject solely to the jurisdiction of the courts of England and Wales.