

CONSUMER TERMS & CONDITIONS



www.lincon.co.uk

Our terms that apply to over the counter sales of goods to consumers

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you purchase Goods from us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2 Information about us and how to contact us

2.1 Who we are. We are Lincon Batteries Limited a company registered in England and Wales. Our company registration number is 03787153 and our registered office is at 277 Stansted Road, Bishops Stortford, Hertfordshire CM23 2BT. Our registered VAT number is [GB 250 4989 45].

2.2 How to contact us. You can contact us by telephoning our customer service team at [01702 525374] or by writing to us at [info@lincon.co.uk] or by post at Faraday Works, Faraday Road, Leigh-on-Sea, Essex SS95JU.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we tell you that we are able to provide you with the product, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

4 Our products

4.1 Products may vary slightly from their pictures. The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website or in our catalogue or brochure.

5 Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6 Our rights to make changes

6.1 Minor changes to the product. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7 Providing the products

7.1 Delivery costs. The costs of delivery will be as set out in our current price list.

7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. If you are buying over the counter, the product may be available to take away on purchase.

7.3 We are not responsible for delays outside our control. If our delivery of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect the products from us at any time during our working hours of [0830 - 1700] on weekdays.

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

7.7 Your legal rights if we deliver late. You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end 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.

7.8 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.7, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.9 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under *clause 7.7* or *clause 7.8*, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them). After that we will refund any sums you have paid to us for the cancelled products and their delivery. 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.

7.10 When you become responsible for the product. The product will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.11 When you own the products. You own the products once we have received payment in full.

7.12 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you. We will ask for this information if required. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see *clause 9.1*) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.13 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see *clause 6*).

8 Your rights to end the contract

This clause 8.1 does not apply to over the counter sales not being delivered.

8.1 You can always end the contract for supply of a product before it has been delivered and paid for. You may contact us to end your contract for a product at any time before we have delivered it and you have paid for it, but in some circumstances we may charge you for doing this, as described below. Of course, you always have rights where a product is faulty or mis-described (see *clause 10*, "If there is a problem with the products").

8.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the product for technical reasons, or we notify you that we are going to suspend them for technical reasons, in each case for a period of more than 20 days; or
- (d) you have a legal right to end the contract because of something we have done wrong (but see *clause 7.9* in relation to your rights to end the contract if we deliver late).

8.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in *clause 8.2*, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8.4 Returning products after ending the contract. If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us at your cost.

9 Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us or we are unable to collect payment from you when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery address details;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in *clause 9.1* we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10 If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our consumer service team at [01702 525374] or write to us at [info@lincon.co.uk] or at Faraday Works, Faraday Road, Leigh-on-Sea, Essex, SS9 5JU. Alternatively, please speak to one of our staff in-store.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods (including any digital content supplied on them) must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

up to 30 days: if your item is faulty, then you can get a refund.

up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.

up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement,

or, if that doesn't work, some of your money back.

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them or post them back to us.

11 Price and payment

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order. We take all reasonable care to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product (including delivery costs) in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may terminate the contract, refund you any sums you have paid and require you to return the product at our expense.

11.4 When you must pay and how you must pay. We accept payment by cash or with mastercard and visa both debit and credit cards. You must pay for the products (including delivery if applicable) before we hand them over the counter to you or dispatch them if being delivered.

12 Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13 How we may use your personal information

13.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

13.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

14 Other important terms

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

14.2 You may not transfer your rights to someone else. You may not transfer your rights or your obligations under these terms to another person.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Lincon Batteries Ltd

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battery experts since 1908

