MAINTENANCE AND REPAIR CONDITIONS (CONSUMERS)

1 THESE TERMS

1.1 These are the terms and conditions (**Conditions**) on which we supply maintenance and repair services and related goods (like replacement parts).

1.2 These Conditions are important for you and us as they explain what we can expect from each other and give other helpful information such as details about:

1.2.1 price and payment

1.2.2 how you and we may change or end the contract; and

1.2.3 what to do if there is a problem.

1.3 Please read these Conditions carefully before you submit your order to us.

1.4 If you have any questions about these Conditions, please do contact us.

2 ABOUT US AND HOW TO CONTACT US

2.1 We are Golf Car UK Ltd a company registered in England and Wales with company number 04616458. Our registered office is at Centenary House, Peninsula Park, Rydon Lane, Exeter, EX2 7XE. Our registered VAT number is GB126148428.

2.2 You can contact us:

2.2.1 on our website – www.golfcaruk.com;

2.2.2 by emailing us at info@golfcaruk.com;

2.2.3 by telephoning our customer service team at 0345 8055 494; or

2.2.4 by writing to us at Andover Business Park, Pioneer Road, Andover Hampshire, SP11 8EZ.

2.3 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 account application or when you place your order as applicable (or any updated details you provide to us).

2.4 When we use the words “writing” or “written” in these Conditions, this includes emails.

3 PLACING AN ORDER

3.1 No quotation we give will be an offer to you. Any quotation we give to you may be withdrawn at any time before a contract is formed but in the absence of such withdrawal a quotation will only be valid for such period as is specified in it or where no such period is specified a period of 30 days from its date of issue.

3.2 Some goods can be ordered via our website at *www.golfcaruk.com* and you will need to follow the onscreen process to place your order. For other goods or services when you tell us you wish to place an order, you may be asked you to complete an account application.

3.3 Our acceptance of your order however placed will take place when we confirm to you in writing that we accept it, at which point a contract will come into existence between you and us.

3.4 If we are unable to accept your order, we will inform you of this and you will not be charged (if you have already made any payments, we will refund these). This might be because a part is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the goods or services or because we are unable to meet a delivery/performance deadline you have specified.

3.5 Our brochure and website are solely for the promotion of our goods and services in the UK. Unfortunately, we do not deliver outside the UK.

3.6 If you want to make a change to what 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, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see paragraphs 11.1 to 11.7- Your rights to end the contract).

3.7 If we need to make changes to the contract or the goods or services, then:

3.7.1 if these are minor changes which will not affect your use of the goods or benefit you receive from the services (for instance minor improvements or changes to reflect relevant laws) we can do so;

3.7.2 for all other changes we will notify you and if you do not agree with the changes you may then contact us to end the contract and receive a refund for any goods or services paid for but not received.

4 GOODS AND SERVICE

4.1 The images on our website and in our brochures are for illustrative purposes only. Although we have made every effort to ensure the colours are accurately represented, we cannot guarantee that a device's display of the colours or the printed pictures in our brochures accurately reflects the colour of any goods. Goods supplied may vary slightly from those images.

4.2 During the order process we will let you know:

4.2.1 any costs of delivery you must pay; and

4.2.2 when we will provide the goods and/or services to you.

4.3 If our supply of the goods and/or services 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 goods and/or services you have paid for but not received.

4.4 Goods we supply to you will be your responsibility from the time we deliver them to the address you gave us in your order or where applicable you collect them from us.

4.5 You own goods we supply once we have received payment in full.

4.6 If you do not pay us for any goods and/or services when you are supposed to, we may suspend supply of goods or services to you until you have paid us the outstanding amounts.

4.7 If no one is available at the delivery address to take delivery and the goods cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

4.8 If you do not collect goods 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 paragraph 13.2 will apply.

5 YOUR OBLIGATIONS

5.1 You are required to:

5.1.1 ensure that the terms of your order are accurate;

5.1.2 co-operate with us to allow us to provide the goods and/or services in accordance with the contract;

5.1.3 allow us access to any vehicles or premises reasonably required by us to provide the goods and/or services;

5.1.4 provide us with such information and materials as we may reasonably require in order to supply the goods and/or services, and ensure that such information is accurate;

5.1.5 keep any materials, equipment, documents and other items of ours which are at your premises safe and in good condition until they are returned to us, and not dispose of or use them other than in accordance with our written instructions or authorisation; and

5.1.6 comply with any additional obligations as set out in these Conditions or agreed between us.

5.2 If you do not comply with your obligations under the contract (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result or we may end the contract and paragraph 13.2 will apply.

6 IF THERE IS A PROBLEM WITH THE GOODS AND/OR SERVICES

If you have any questions or complaints about the goods and/or services, please contact us. You can contact us via our website *www.golfcaruk.com* or by emailing us at

info@golfcaruk.com; telephoning us on 0345 8055 494; or writing to us at 7 The Boscombe Centre, Mills Way, Amesbury, SP4 7SD.

7 SUMMARY OF YOUR LEGAL RIGHTS.

7.1 We are under a legal duty to supply goods and/or services that are in conformity with the contract. See the box below for a summary of your key legal rights in relation to the goods and/or services. Nothing in these Conditions 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 must be as described, fit for purpose and of satisfactory quality. During the expected life of your goods your legal rights entitle you to the following:*
>
> *Up to 30 days: if goods are faulty, then you can get a refund.*
>
> *Up to six months: if goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.*
>
> *From six months: if goods do not last a reasonable length of time you may be entitled to some money back.*
>
> *Services should be carried out with reasonable care and skill and you can ask us to repeat or fix a service if it's not or get some money back if we can't fix it.*

7.2 If you wish to exercise your legal rights to reject goods you must either return them to us or allow us to collect them from you. We will pay the costs of postage or collection.

8 MANUFACTURER'S WARRANTIES

8.1 Details of any manufacturer's warranty applicable to any goods will be made available to you and we will give you reasonable assistance in relation to any claim under such warranty.

9 PRICE AND PAYMENT

9.1 We will let you know the price for the goods and/or services (which includes VAT) or how this is to be calculated during the order process. Our price lists, call out charges and hourly labour rates are published on our website *www.golfcaruk.com*

9.2 If the rate of VAT changes between when you place your order and the date we supply the goods and/or services, we will adjust the rate of VAT that you pay, unless you have already paid for such in full before the change in the rate of VAT takes effect.

9.3 It is always possible that, despite our best efforts, some of the goods and/or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price

stated to you, 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 unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

9.4 Our preferred payment method (other than for orders placed via our website) is via Bank Transfer. We also accept Mastercard & Visa Debit Cards. We do not accept American Express or any Credit Cards for transactions of a value over £500.

9.5 For orders placed on our website payment will be taken as part of the check out process. For all other orders we will explain when we will invoice and when you must pay during the order process but if we do not we will invoice you once we have completed the services and/or delivered the goods and payment will be due immediately on receipt of our invoice.

9.6 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 6% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

10.1 If we fail to comply with the contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract, 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.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and/or services as summarised at paragraph 7.1; and for defective products under the Consumer Protection Act 1987.

10.3 If we are providing services at your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property.

10.4 We only supply goods and/or services for domestic and private use under these terms. If you use the goods and/or services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11 YOUR RIGHTS TO END THE CONTRACT AND RETURNS

11.1 You can always end your contract with us. Your rights when you end the contract will depend on how you ordered, what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

11.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get goods repaired or replaced or a service re-performed or to get some or all of your money back), see paragraph 7.1;

11.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see paragraph 11.2;

11.1.3 If you have just changed your mind, see paragraphs 11.3 to 11.5. You may be able to get a refund if you have a legal right to cancel and you are within the applicable cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

11.1.4 In all other cases (if we are not at fault and there is no right to change your mind), see paragraph 11.6.

11.2 If you are ending a contract for a reason set out at paragraph 11.2.1 to 11.2.4 below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided and you may also be entitled to compensation. The reasons are:

11.2.1 we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to;

11.2.2 we have told you about an error in the price or description of the goods and/or services you have ordered, and you do not wish to proceed;

11.2.3 there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control;

11.2.4 you have a legal right to end the contract because of something we have done wrong.

11.3 For most goods and/or services bought:

11.3.1 on-line;

11.3.2 via a distance contract (for instance where the contract is agreed exclusively over the phone or by email); or

11.3.3 off-premises (for instance when the contract is agreed at your home rather than at our trading premises);

consumers have a legal right to change their mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013 may apply to the contract and are explained in more detail in these Conditions.

11.4 You do not have a legal right to change your mind in respect of:

11.4.1 any goods/services where the contract was formed or negotiated at our trading premises even if it is initially negotiated or finally concluded by email or similar;

11.4.2 services, once these have been completed, even if the cancellation period is still running;

11.4.3 any goods which become mixed inseparably with other items after their delivery.

11.4.4 any goods which are made to your specification or personalised.

11.5 Where you do have a legal right to change your mind, how long you have depends on what you have ordered and how it is delivered.

11.5.1 If you have brought services, you have until 14 days after the day we confirm to you that we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

11.5.2 If you have brought goods, you have until 14 days after the day you receive them.

11.6 Even if we are not at fault and you do not have a legal right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the goods are delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not exercising a legal right to change your mind, just let us know. The contract will end immediately and we will refund any sums paid by you for goods and/or services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the costs we will incur as a result of your ending the contract.

11.7 Even if we are not at fault, you do not have a legal right to change your mind and the contract is completed we may at our discretion be willing to offer refunds or exchanges for certain goods after the contract is completed, just contact us to discuss if that is possible. Where we do agree such returns, they will be subject to the following:

11.7.1 a restocking charge of 30% of the price of the goods concerned will apply;

11.7.2 the goods must be returned in their original condition and packaging (if you have used them in a way that would not be permitted in a shop then we cannot offer a refund or exchange on them);

11.7.3 you will be responsible for the costs of return.

This paragraph 11.7 does not apply to returns/refunds made because there is a problem with the goods or where you have a legal right to change your mind.

12 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

12.1 To end the contract with us (including where you are exercising your legal right to change your mind), please let us know by doing one of the following:

12.1.1 **Phone or email.** Call customer services on 0345 8055 494 or email us at info@golfcaruk.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

12.1.2 **By post.** Fill in the form in the Appendix and post it to us at the address on the form. Or simply write to us at Andover Business Park, Pioneer Road, Andover, Hampshire SP11 8EZ, including details of what you bought, when you ordered and your name and address.

12.1.3 **Via the website –** www.golfcaruk.com

12.2 If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. You must either return the goods to us or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 0345 8055 494 or email us at info@golfcaruk.com to discuss arrangements for such returns. If you are exercising your legal right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

12.3 We will pay the costs of return:

12.3.1 if the goods and/or services are faulty or misdescribed;

12.3.2 if you are ending the contract because we have told you of an upcoming change to the goods and/or services or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

12.3.3 If you are exercising your legal right to change your mind in respect of an off-premises contract (see paragraph 11.3.3) and the goods are not suitable for posting.

In all other circumstances you must pay the costs of return.

12.4 If you are responsible for the costs of return and we are collecting the goods from you, we will charge you the direct cost to us of collection.

12.5 We will refund you the price you paid for the goods and/or services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described in these Conditions.

12.6 If you are exercising your legal right to change your mind:

12.6.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

12.6.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of an item within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

12.6.3 Where it relates to a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind.

12.7 We will make any refunds due to you as soon as possible. If you are exercising your legal right to change your mind, then:

12.7.1 In respect of goods which have been dispatched or delivered to you and where we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you

provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see paragraph 12.2.

12.7.2 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

13 OUR RIGHTS TO END THE CONTRACT

13.1 We may end the contract at any time by writing to you if you do not, within a reasonable time comply with your obligations under the contract including those referred to in in paragraph 5.1.

13.2 If we end the contract in the situations set out in paragraph 13.1, we will refund any money you have paid in advance for goods and/or Services we have not provided but we may deduct or charge you reasonable compensation for the costs we will incur as a result of your breaking the contract.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on our website www.golfcaruk.com

15 OTHER IMPORTANT TERMS

15.1 **We may transfer the contract to someone else.** We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else (except that you may be able to transfer the benefit of any applicable manufacturer's warranty).** You may only transfer your rights or your obligations under the contract to another person if we agree to this in writing. You may be able to transfer the benefit of a manufacturer's warranty to a new owner of goods, but this will depend on the terms of that warranty as offered by the manufacturer.

15.3 **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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Conditions 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.

15.5 **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 the contract, 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.

15.6 **Which laws apply to this contract and where you may bring legal proceedings**. These Conditions are governed by English law and you can bring legal proceedings in respect of the goods and/or services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the goods and/or services in either the Scottish or the English courts.

If you live in Northern Ireland, you can bring legal proceedings in respect of the goods and/or services in either the Northern Irish or the English courts.

APPENDIX

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To:

Golf Car UK Ltd
Andover Business Park,
Pioneer Road
Andover
Hampshire
SP11 8EZ
0345 8055 494

info@golfcaruk.com

I/We hereby give notice that I/We cancel my/our contract of sale of the following goods /for the supply of the following service:

Ordered on /received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date: