

# 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 Formation of the contract

1.1 These terms of sale apply to all goods supplied by The 101 Forward Control Club and Register Limited, registered in England and Wales no. 04499629 (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 (including payment of the whole of the price for the goods that you order) and sends you confirmation of your order and receipt of your payment in writing or by email to the postal address or email address you have given on your order form. Once the Supplier does so, there is a binding legal contract between you and the Supplier.

1.3 The contract is subject to your right of cancellation (see below).

1.4 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 in the latest published edition of the Supplier's quarterly magazine known as Six Stud (the "Catalogue") 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, the Supplier will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your credit or debit card for the goods.

2.3 Every effort is made to ensure that prices shown in the Catalogue are accurate at the time you place your order. If an error is found, 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 you cancel, the Supplier will refund or recredit you for any sum that has been paid by you or debited from your credit or debit card for the goods.

2.4 In addition to the price, you will be required to pay an additional delivery charge for all goods ordered from the Supplier, except where explicitly stated otherwise.

2.5 The price of the goods and delivery charges are inclusive of VAT (where any VAT is payable).

## 3 Payment

3.1 Payment for the goods and delivery charges can be made by any method shown in the Catalogue at the time you place your order.

3.2 Time for payment shall be of the essence.

3.3 No payment shall be deemed to have been received until the Company has received cleared funds.

## 4 Delivery

4.1 The goods you order will be delivered to the address you give when you place your order.

4.2 If delivery cannot be made to your address, the Supplier will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your credit or debit card for delivery.

4.3 If there is no one at the address given who is competent to accept delivery of the goods, you will be notified of an alternative delivery date or a place to collect the goods.

4.4 Every effort will be made to deliver the goods as soon as possible after your order has been accepted, and in any event within 30 days of your order, except by prior agreement where items are on back order or are being reserved prior to delivery.

4.5 You will become the owner of the goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

## 5 Your right of cancellation

5.1 You have the right to cancel the contract at any time up to the end of seven working days after you receive the goods (see below). A working day is any day other than weekends and bank or other public holidays.

5.2 To exercise your right of cancellation, you must give written notice to the Supplier by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the goods ordered and (where appropriate) their delivery.

5.3 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. Goods ordered from the Club Shop section of the Catalogue must be returned to The 101 Forward Control Club and Register Ltd, Domestic Fowl Trust, Station Road, Honeybourne, Evesham, WR11 7QZ: goods from the Remanufactured Items and New Parts section of the Catalogue must be returned to 196, Ringwood Road, Totton, Southampton, SO40 8EB. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

5.4 Once you have notified the Supplier that you are cancelling the contract, the Supplier will refund or recredit you within 30 days for any sum that has been paid by you or debited from your credit or debit card for the goods. The refund or recredit will only be made following the return of the items for which refund or recredit is required.

5.5 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.

## 6 Warranty

6.1 All goods supplied by the Supplier from the Club Shop section of the Catalogue are warranted free from defects for 12 months from the date of supply.

6.2 The warranty under clause 6.1 above 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 Supplier's instructions, or any alteration or repair carried out without the Supplier's approval.

6.3 If the goods supplied to you develop a defect while under the warranty provided in clause 6.1, or you have any other complaint about the goods, you should notify the Supplier in writing at the address, fax number or email address shown below.

6.4 Save those statutory warranties which may not be excluded by law, the Supplier offers no warranty in respect of goods purchased from the Remanufactured Items and Spare Parts section of the Catalogue. In respect of such goods, you will only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer.

6.5 Your statutory rights as a consumer are not affected.

## 7 Your Obligations

7.1 YOU MUST ENSURE:

7.1.1 THAT ANY GOODS YOU PURCHASE FROM THE REMANUFACTURED ITEMS AND SPARE PARTS SECTION OF THE CATALOGUE FOR USE IN YOUR VEHICLE ARE OF THE CORRECT SPECIFICATION; AND

7.1.2 THAT SUCH GOODS ARE PROPERLY FITTED, BY A PERSON QUALIFIED TO UNDERTAKE SUCH WORK.

7.2 The fitting of such goods in your vehicle is at your sole risk.

## 8 Export terms

8.1 Where the goods are supplied for export from the United Kingdom, you must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase the goods from the Supplier. The importation or exportation of certain of the goods to you may be prohibited by certain national laws. The Supplier makes no representation and accepts no liability in respect of the export or import of the goods that you purchase.

## 9 Liability

9.1 If the goods that the Supplier delivers are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, the Supplier shall have no liability to you unless you notify the Supplier in writing at the Supplier's contact address of the problem within 10 working days of the delivery of the goods in question.

9.2 If you do not receive goods ordered by you within 30 days of the date on which you ordered them, the Supplier shall have no liability to you unless you notify the Supplier in writing at its contact address of the problem within 40 days of the date on which you ordered the goods.

If you notify a problem to the Supplier under this condition, its only obligation will be, at your option:

9.2.1 to make good any shortage or non-delivery;

9.2.2 to replace any goods that are damaged or defective; or

9.2.3 to refund to you the amount paid by you for the goods in question in whatever way the Supplier chooses.

9.3 Save as precluded by law, the Supplier will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits business or goodwill) howsoever arising out of any problem that you notify to the Supplier under this condition and the Supplier shall have no liability to pay any money to you by way of compensation other than to refund you for the goods in question under clause 9.2.3 above.

9.4 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit the Supplier's liability to you for any death or personal injury resulting from the Supplier's negligence.

## 10 Notices

All notices from you to the Supplier must be in writing and sent to the following postal addresses, fax numbers or email addresses:

10.1 In the case of goods ordered from the Remanufactured Items and New Parts section of the Catalogue:

10.1.1 the postal address is 196 Ringwood Road, Totton, Southampton, SO40 8EB

10.1.2 the fax number is 02380 905304;

10.1.3 the email address is  
73FL52@tiscali.co.uk

10.2 In the case of goods ordered from the Club Shop section of the Catalogue:

10.2.1 the postal address is The 101 Forward Control Club and Register Limited Domestic Fowl Trust, Station Road, Honeybourne, Evesham. WR11 7QZ.

## 11 Events beyond the Supplier's control

11.1 The Supplier shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond the Supplier's reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

## 12 Invalidity

12.1 If any part of these terms and conditions is unenforceable (including any provision in which the Supplier excludes its liability to you) the enforceability of any other part of these conditions will not be affected.

## 13 Third Party Rights

13.1 No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with this Agreement.

## 14 Entire Agreement

14.1 These terms and conditions, together with the Supplier's prices as set out in the Catalogue and the details set out on your order form (as accepted by the Supplier) set out the whole of the Supplier's agreement relating to the supply of the goods to you by the Supplier. Nothing said by any sales person on the Supplier's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by the Supplier. Save for fraud or fraudulent misrepresentation, the Supplier shall have no liability for any such representation being untrue or misleading.

## 15 Applicable law

15.1 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.