

## **Terms & Conditions**

**By placing an order with Pro-Tec Covers, you are agreeing to be bound by these Terms & Conditions, all applicable laws and regulations.**

### **1. Interpretation**

1.1 The definitions and rules of interpretation in this condition apply in these Conditions

"Buyer" means the person, firm or company who purchases Goods from the Company;

"Company" means Pro-Tec Covers Ltd (Company Number: 3885329) whose registered office is at Unit 3A Marrtree Business Park, Bowling Back Lane, Bradford, West Yorkshire, BD4 8TP

"Contract" means the contract between the Company and the Buyer for the sale and purchase of the Goods formed by the Company's acceptance (which, however made or communicated, shall be deemed to be made subject to these Conditions) of the Buyer's Order;

"Delivery Point" means the place of the delivery of the Goods, which shall be at the address specified in the Contract;

"Goods" means any and all goods and materials which are the subject of the Buyer's Order and which are to be supplied to the Buyer by the Company under these conditions (including any part or parts of them);

"Order" means an order for Goods submitted by the Buyer in accordance with condition 3.

### **2. Orders**

2.1 Orders shall be given by the Buyer in writing, on an order form or orally. Each order shall specify the type and quantity of goods and the delivery location.

2.2 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be a separate offer by the Buyer to buy Goods subject to the conditions.

2.3 The Company shall assign an order number to each order received from the Buyer.

2.4 No order placed by the Buyer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement of Order or (if earlier) the Company delivers the Goods to the Buyer.

2.5 The Buyer shall ensure that the terms of its Order and any applicable specification are complete and accurate. If the Buyer provides incomplete or incorrect information, the Company shall not be liable for any errors in the Goods.

2.5.1 The Company will provide an automated electronic order confirmation, where the Buyer provides an email address, or written order confirmation where only postal address details are available. It is the Buyer's responsibility to check this information and notify the Company immediately of any errors, prior to the commencement of the manufacturing process. Failure to identify errors and/or notify the Company of such will result in the Buyer being held liable for additional costs in rectify these errors.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of Order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

### **3. Description**

3.1 The quantity and description of the Goods shall be set out as in the Company's quotation or acknowledgement of Order

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's brochures or websites are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

#### **4. Delivery**

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Delivery Point. Under the Company's courier agreement, the Company's designated delivery company will make two delivery attempts. A card will be left after the first attempt; a subsequent attempt will be made on the next available working day. Should the Buyer not be able to accept delivery on either of these occasions, it is the responsibility of the Buyer to arrange collection of the Goods. Should any further delivery attempts be requested or required, the Buyer will be liable for any additional delivery charges the Company may incur.

4.2 Any dates specified by the Company for delivery are intended to be an estimate and time for delivery shall not be made of the essence by notice.

4.3 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver Goods on time because the Buyer has not provided appropriate instructions:

a) Risk in the Goods shall pass to the Buyer (including for loss or damage)

b) The Goods shall be deemed to have been delivered;

4.4 The Buyer must inspect all Goods immediately upon delivery. If any Goods are damaged or lost the Buyer must endorse the delivery note accordingly and submit a detailed written claim to the Company within 48 hours of delivery. The Buyer's signature and the delivery note without any such endorsement shall release the Company from any liability in respect of non-delivery.

4.5 The Company's inclusive delivery cost is only contained to Buyers with a Delivery Point within mainland UK and Northern Ireland; all other regions will be subject to an additional delivery charge, to be confirmed by the Company in either the quote or the acknowledgement of Order.

#### **5. Price**

5.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the amount set out in the quote.

5.2 No payment shall be deemed to have been received by the Company until the funds have cleared.

5.3 The Company shall process no payments until the Goods are ready for the manufacture process, unless the Buyer purchases online, or otherwise makes specific request for an alternative payment date, which must be confirmed in writing by the Buyer.

#### **6. Risk and Title**

6.1 Risk & Title. Title of the goods shall remain with Pro-Tec Covers until any and all sums due or payable by the customer to Pro-Tec, under this agreement or under any other contract between the customer and the Pro-Tec Covers is made in full and cleared.

#### **7. Warranty**

7.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer the benefit of any warranty or guarantee given to the Company across to the Buyer.

7.2 Where the Company is the manufacturer of the Goods, the Company warrants that the Goods will be free from defects in materials and workmanship for the following periods –

a) Full Protective Covers – 3-year fabric guarantee and 1-year manufacturing guarantee

a) (1). The guarantee of fabric, provides protection from failure of the properties of that used within the manufacture of its covers, specifically, waterproofing, breathability and UV stability.

b) Towing Covers – 1-year fabric and manufacturing guarantee

7.3 The Buyer has legal responsibility to check all Goods within a "reasonable period of time", the Company deems this to be 30 days from receipt of the Goods, unless confirmed with and accepted by the Company

7.4 The Company will at its option offer a repair or replacement, or refund the purchase price (pro-rata dependent upon time lapse from receipt of Goods) upon any Goods which its examination confirms are defective, provided –

a) The Buyer makes a full inspection within 30 days of delivery (or later if accepted by the Company)

b) The Buyer notifies the Company immediately of any defects which it discovers, if verbally this must be followed with written confirmation

c) The Buyer has used the Goods in accordance with any instructions or recommendations of the Company

d) The Goods have not been adjusted, altered, adapted or repaired by any party other than the Company

e) The Goods are either made available to the Company for inspection or returned to the Company at the Buyer's expense, as the Company may request.

7.5 In no circumstances shall the Company's liability to the Buyer for any breach of warranty exceed the price paid for the Goods with respect to which the claim is made.

7.6 The Company's covers are designed to protect vehicles from rain, dirt, tree sap and bird droppings. The company will not be liable for damage to vehicles caused by improper or incorrect usage or external forces not exclusive of but including vandalism, animals such as cats and birds or extreme weather, nor standard wear and tear to the cover from usage.

## 8. Returns/Cancellations

8.1 Your rights to return goods are protected under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, which can be found at <http://www.legislation.gov.uk/ukxi/2013/3134/contents/made>

8.2 In accordance with The Consumer Protection (Distance Selling) Regulations 2000, any product (EXCLUDING ALL TAILORMADE/BESPOKE COVERS) may be returned for whatever reason providing we receive written confirmation of your desire to return the Goods, the cancellation period ends on the expiry of the period of fourteen days after the day on which the consumer receives the Goods.

8.2.1 Tailored covers **are not** covered under distance selling regulations as they are specifically ordered bespoke items, made to Buyer specifications. <http://www.legislation.gov.uk/ukxi/2000/2334/regulation/13/made>

8.2.2 Cancellations of any orders for tailored/bespoke products, should be made by the Buyer in writing prior to the Company beginning the manufacturing process. The Company will inform the Buyer via automatic email notification of commencement of the manufacture process. If Goods are already under the manufacturing process, the Buyer will still be liable for costs and acceptance of the Goods.

8.2.3. Where a Buyer invokes their right of cancellation under the above legislation, it is their responsibility to arrange the return of the Goods to the Company, and incur any costs in doing so.

8.2.3 It is the responsibility of the customer to return the cancelled product as per [Section 35.2 of the Consumer Contracts Regulations 2013](#), within 14 days from date of cancellation. In the event that the product has been used and has been returned as unwanted during this period, any benefit gained from use beyond normal examination will be taken into consideration when deciding on the amount to be refunded, as will any damage from use, cosmetic or otherwise, to the product.

8.3 If Goods are reported as being defective by the Buyer within the required time or a claim is made under the warranty period and initial investigations by the Company show the Goods to be defective, the Company will arrange for collection of the Goods from the Buyer, for the purposes of further inspection.

8.4 If upon further inspection by the Company, there is found to be no defect as initially reported or the defect is found to be the fault of the Buyer, the Buyer will be liable for any costs for collection, repair and re-delivery, at the discretion of the Company

8.5 Should the Buyer, due to a fault on their part, make a claim during the warranty period, it is within the Company's discretion to agree/refuse repair of the Goods. The Buyer will be responsible for returning the Goods to the Company and liable for the associated costs.

8.6 All Goods returned to the Company should be in a clean and hygienic state both internally and externally, as all Goods will be inspected by hand. Goods that are unhygienic will be refused under Health & Safety grounds, as well as the possibility to damage machinery. In these instances, the Goods will be returned to the Buyer for cleaning and the freight costs will then be the responsibility of the Buyer. A handling fee may be charged at the Company's discretion.

8.7 The Buyer must inform the Company in writing of any Goods being returned prior to sending and the reasons for the return. No action will be taken on returned Goods without notice from the Buyer.

8.8 Upon inspection from the Company, any Goods within the warranty period found to be in a condition where alteration or repair is not feasible, the Company reserves the right (at its discretion) to arrange for a replacement to be provided, alternatively, a pro-rata refund will be given to the Buyer.

8.9 Should the Company (at its own discretion) deem that a replacement be provided prior to the original Goods being returned, it is the Buyer's responsibility to ensure that the original Goods are available for collection at the same time as the replacement Goods are provided.

8.10 It is the responsibility of the Buyer to ensure the Goods are available at the time of collection from the Company. Should Goods not be available at the arranged time, the Buyer will be liable for any further costs resulting in further collections.

## **9. Force Majeure**

9.1 The Company reserves the right to defer the date of delivery or to cancel the Contract (without liability of the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that if the event in question continues for a continuous period of in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company or the Company shall be entitled to give notice in writing to the Buyer to terminate the Contract.

9.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

**IN CONTINUING WITH YOUR ORDER, THE BUYER IS DEEMED TO HAVE READ AND ACCEPTED THESE TERMS& CONDITIONS. SHOULD THE BUYER NOT ACCEPT OR WISH TO UNDERTAKE ANY OF THESE CONDITIONS OF SALE, THEY MUST CONTACT THE COMPANY IN WRITING AND THE ORDER WILL BE CANCELLED ACCORDINGLY.**