

Terms and Conditions

Please read the following important terms and conditions before you buy anything from us and check that they contain everything which you want and nothing that you are not willing to agree to.

The following clauses of this contract apply to consumers only and shall not apply to any customers purchasing our goods or services for business purposes:

- 2 (Information we give you – Consumers only);
- 5.9 (Delivery);
- 8 (Right to cancel this contract – Consumers only);
- 9 (Nature of the goods and services – Consumers only); and
- 12.1 to 12.2 (inclusive) (Limitation on our responsibility to you – Consumers only)

Clause 13 (Limitation on our responsibility to you – Businesses only) of this contract applies to businesses only and shall not apply to any customer that is a consumer.

In the case of consumers your attention is particularly drawn to clause 12 (limitation on our responsibility to you – Consumers only), and in the case of business customers your attention is particularly drawn to clause 12.3 and 13 (limitation in our responsibility to you – Businesses only).

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'We', 'us' or 'our'** means Get-Gear Transmissions Ltd; and
- **'You' or 'your'** means the person buying goods and/or services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- Email: sales@getgeartransmissions.co.uk (emails will be responded to Monday to Friday: 9am to 5pm); or
- Telephone: 01902 608865 (calls will be answered Monday to Friday: 9am to 5pm).

Who are we?

<i>We are registered in England and Wales under company number: 11948716</i>
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Our registered office is at: Unit 3 Frederick William Street, Willenhall, West Midlands, England, WV13 1NE

Our VAT number is: 323 3491 23

1 Introduction

- 1.1 If you buy goods and or any services from us you agree to be legally bound by this contract. If you do not agree with any of the terms of this contract, you will not be allowed to buy the goods or services.
- 1.2 When buying any goods or services you also agree to be legally bound by:
- 1.2.1 our terms and conditions as set out in this contract;
 - 1.2.2 any order form or confirmation of order that is provided to you;
 - 1.2.3 extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this; and
 - 1.2.4 specific terms which apply to certain goods or services. If you want to see these specific terms, please speak with our representative who will tell you when specific terms apply.
- 1.3 All of the above documents form part of this contract as though set out in full here.

2 Information we give you – Consumers only

- 2.1 **This clause 2 applies to consumers only and not to those customers purchasing our goods or services for business purposes.**
- 2.2 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way before you buy the goods and/or services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause 11 (Disputes)).

Information we will give you

We will give you information on:

- 1. the main characteristics of the goods and services you want to buy;*
- 2. who we are, where we are based and how you can contact us;*
- 3. the total price of the goods and services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which we will work out the price);*
- 4. the arrangements for payment, delivery/collection of the goods, carrying out the services and the time by which we will deliver the goods and/or carry out the*

services;

5. *how to exercise your right to cancel the contract and the costs of doing so;*
6. *our complaint handling policy;*
7. *the fact that we are under a legal duty to supply the goods and services in conformity with the contract; and*
8. *our after-sales services.*

2.3 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.4 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is available at <https://getgeartransmissions.co.uk/>

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods and services from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any quotation given by us before you make an order for goods and/or services is not a binding offer by us to supply such goods or services.

4.3 When you decide to place an order for goods and/or services with us, this is when you offer to buy such goods and services from us.

4.4 When you place your order with our representative, they will verbally acknowledge it, or if this is not possible, we will acknowledge your order by email. This acknowledgement does not, however, mean that your order has been accepted.

4.5 We may contact you to say that we require further information from you before we can accept your order or we may contact you to say that we do not accept your order. If we cannot accept your order we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

4.5.1 the goods are unavailable;

4.5.2 we cannot carry out the services (this may be because, for example, we have a shortage of staff);

4.5.3 we cannot authorise your payment;

- 4.5.4 you are not allowed to buy the goods or services from us;
 - 4.5.5 we are not allowed to sell the goods or services to you;
 - 4.5.6 there has been a mistake on the pricing or description of the goods or services.
- 4.6 We will only accept your order when our representative confirms this to you or we will email you to confirm this (**Order Confirmation**). At this point:
- 4.6.1 a legally binding contract will be in place between you and us; and
 - 4.6.2 we will start to carry out the services in the way you and we have agreed and/or will arrange for dispatch of the goods to you.
- 4.7 If you are under the age of 18 you may not buy any goods or services from us.

5 Delivery

- 5.1 When we confirm your order we will confirm if the goods are to be collected or delivered to you. If we agree to deliver goods to you, we will usually make the delivery or will provide details of any third party used to deliver the goods. If you want to see information on your delivery options and costs, speak with us before you place your order.
- 5.2 Our representative will let you know the estimated date and time window for collection or delivery of the goods. If our representative does not have this information, it will be set out in the Order Confirmation (see clause 4.6).
- 5.3 If something happens which:
- 5.3.1 is outside of our control; and
 - 5.3.2 affects the estimated date of collection or delivery,
- we will let you have a revised estimated date for collection or delivery of the goods.
- 5.4 Collection of the goods will take place when you collect the goods from our premises. Delivery of the goods will take place when we deliver the goods to the address that you gave to us.
- 5.5 We may need to identify you before the goods are collected/delivered. Please provide our representative with a form of ID (passport or photocard driving licence) if requested.
- 5.6 If nobody is available to take delivery on the agreed delivery date please contact us using the contact details at the top of this page.
- 5.7 You are responsible for the goods when collection/delivery (as the case may be) has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 5.8 We may deliver your goods in instalments. If you want to see whether your goods may be delivered in this way, please speak with our representative or check the Order Confirmation (see clause 4.6).

5.9 Subject at all times to the terms of clause 5.10 below, unless you and we agree otherwise, if we cannot deliver the goods or the goods will not be available for collection within 30 days of the agreed date, we will:

5.9.1 let you know;

5.9.2 cancel your order; and

5.9.3 give you a refund.

5.10 The provisions of clause 5.9 above shall not apply to any customer purchasing goods for business purposes.

6 Carrying out of the services

6.1 We must carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If you and we have agreed no time or period, this will be within a reasonable time.

6.2 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:

6.2.1 staff shortages and/or we are required to temporary close our premises;

6.2.2 you change the services (and this means we have to do extra work or wait for extra materials);

6.2.3 we have to wait for your other providers to complete their work before we are able to carry out the services; or

6.2.4 materials are not delivered at the time agreed with the supplier of the materials (and we cannot obtain a replacement within a reasonable time or the price charged by a supplier is much higher than the original charge).

6.3 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:

6.3.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;

6.3.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this might only be revealed when we start carrying out the services; or

6.3.3 whether or not we have provided an estimate, the condition of an item or the area where the services are being carried out might become apparent only when we start carrying out the services and it might not have been possible to establish it until that point.

6.4 If we need to purchase extra materials, we will buy them from our usual suppliers, where possible. If we cannot do this:

6.4.1 we will order them from elsewhere and return later to continue to carry out the services;

6.4.2 we may charge you for time spent in contacting suppliers but we will let you know if we intend to do this. We will not charge you for any time spent in obtaining any wrong materials.

7 Charges and payment

7.1 We will let you know the basis of calculating the charges for the goods and/or services (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.

7.2 For any customer that does not hold an account with us, you are required to make payment to us either on collection or prior to delivery of the goods and/or services.

7.3 For any customer holding an account with us, you are required to make payment to us within 7 days of receiving our invoice.

7.4 We accept cash, bank transfers, card payments (please contact us for a list of the cards we accept), PayPal and Payment Assist.

7.5 If your payment is not received by us under clause 7.2 or 7.3:

7.5.1 If you have already received the goods and/or services you must pay within 7 days;

7.5.2 we may charge interest on any balance outstanding at the base rate of our bankers from time to time; or

7.5.3 if required you must return the goods and make them available for collection as soon as possible. If so, you must keep the goods in your possession, take reasonable care of the goods (including ensuring that you follow any instructions or manuals given with the goods) and not use the goods before you return it to us.

7.6 The price of the goods and services:

7.6.1 is in pounds sterling (£)(GBP);

7.6.2 is inclusive of VAT at the applicable rate;

8 Right to cancel this contract – Consumers only

8.1 **This clause 8 applies to consumers only and not to those customers purchasing our goods or services for business purposes.**

8.2 Where you have entered into this contract other than at our premises, you have the right to cancel this contract within 14 days without giving any reason.

8.3 The cancellation period will expire after 14 days from the day of the conclusion of the contract.

8.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post or email). You can use the model cancellation form set out in the box below, but it is not obligatory.

Cancellation form

To Get Gear Transmission

I/We [] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/the supply of the following service [*],*

Ordered on [/received on [*],*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[] Delete as appropriate*

- 8.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 8.6 We will wait until the 14-day cancellation period in this clause 8 is over before we start to carry out the services, unless:
- 8.6.1 you want us to carry out the services during the 14-day cancellation period;
 - 8.6.2 we have agreed to do so; and
 - 8.6.3 you have signed a written confirmation (a copy of which is set out in the box below) and given it to our representative (if you do this, the written confirmation which you sign will form part of this contract as though set out in full here).

Written confirmation to start carrying out the services within the 14-day cancellation period

Confirmation to start work early:

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14-day cancellation period.

You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the services have been fully carried out

by us. If this happens, we will charge you for the full cost of the services carried out by us.

To Get Gear Transmission

I/We [] hereby give notice that I/We [*] request you to supply of the following service [*] on the following date [*]*

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[] Delete/ insert details as appropriate*

- 8.7 If you cancel this contract, we will reimburse to you all payments received from you except where we are allowed to keep such payments such as where we have started carrying out the services within the 14-day cancellation period and you have signed our written confirmation to start carrying out the services within the 14-day cancellation period (see clause 8.6 for more details).
- 8.8 We will make the reimbursement without undue delay, and not later than 14 days after the day on which we receive back from you any goods supplied or if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 8.9 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 8.10 If you have received the goods:
- 8.10.1 we will require you to return the goods without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us; and
- 8.10.2 the delivery of the goods will be at your expense; and
- 8.10.3 you are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.
- 8.11 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 8.12 Where you purchase any reconditioned goods from us in exchange for your used parts your right to cancel may not apply, for example in circumstances where we have reconditioned any used parts you have supplied to us. Where we agree to cancellation we reserve the right to withhold payment for any costs we have incurred in reconditioning any such parts.

9 Nature of the goods & services – Consumers only

9.1 This clause 9 applies to consumers only and not to those customers purchasing our goods or services for business purposes.

9.2 Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:

9.2.1 the services are carried out with reasonable care and skill;

9.2.2 you must pay a reasonable price for the services, and no more if you and we haven't fixed a price for the services;

9.2.3 we must carry out the services within a reasonable time if you and we haven't fixed a time for the services to be carried out;

9.2.4 the goods are of satisfactory quality;

9.2.5 the goods are fit for purpose; and

9.2.6 the goods match the description, sample or model.

9.3 We must provide you with goods and services that comply with your legal rights.

9.4 The packaging of the goods may be different from that shown in our brochure or other advertising material.

9.5 While we try to make sure that:

9.5.1 all weights, sizes and measurements set out in our brochure and any other advertising material are as accurate as possible, there may be a small tolerance in such weights, sizes and measurements in the goods; and

9.5.2 the colours of our goods are reproduced as accurately as possible in the brochure and any other advertising material, the actual colours that you see on delivery may vary slightly.

9.6 Any goods sold:

9.6.1 at discount prices;

9.6.2 as remnants;

9.6.3 as substandard,

will be identified and sold as such. Please check that they are of a satisfactory quality for the intended use.

9.7 If we cannot supply the goods or certain parts we may need to substitute them with alternative goods or parts of equal or better standard and value. In this case:

9.7.1 we will let you know if we intend to do this but this may not always be possible; and

- 9.7.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.
- 9.8 For more detailed information on your rights and what you should expect from us, please:
- 9.8.1 contact us using the contact details at the top of this page; or
- 9.8.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.
- 9.9 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.
- 9.10 Please contact us using the contact details at the top of this page, if you are not happy with the goods or services we have supplied to you and you want:
- 9.10.1 us to repair the goods or any part of the goods;
- 9.10.2 us to replace the goods or any part of the goods;
- 9.10.3 us to repeat the services;
- 9.10.4 us to fix the services;
- 9.10.5 a price reduction; or
- 9.10.6 to reject the goods, any part of the goods and/or the services and get a refund.

10 Warranty

- 10.1 All of our goods and services comes with either a 4 or 12 month warranty. The warranty that applies to the goods and/or services you have purchased from us will be communicated to you before you place an order with us, and will be confirmed on the invoice we issue to you for such goods and/or services. All of our warranties are subject to these terms and conditions.
- 10.2 In particular we warrant to you that all goods and/or services you purchase from us shall, for the relevant warranty period:
- 10.2.1 conform in all material respects to any sample, their description and to any agreed written specification ;
- 10.2.2 be free from material defects in design, material and workmanship;
- 10.2.3 if goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 10.2.4 if services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13.
- 10.3 Where the goods and/or services fail to comply with the warranty set out at clause 10.2 above we may correct, repair, remedy, re-perform or refund the goods and/or services that do not comply provided that:

- 10.3.1 you have first served a written notice on us of the defects within 10 days of you discovering the defects; and
 - 10.3.2 the notice specifies in sufficient detail the nature and extent of the defects; and
 - 10.3.3 you have allowed us the reasonable opportunity to examine the defective goods and/or services; and
 - 10.3.4 you can demonstrate to us that you have complied with any and all instructions that we issued to you at the time you purchased the goods and/or services, including any instruction on installation, operation, storage or maintenance (in particular any instruction for oiling the gearbox and replacing the clutch) and can demonstrate that such works are carried out by a suitably qualified third party.
- 10.4 We shall not be responsible to you for any failure of the goods and/or services under the warranty set out at clause 10.2 above where such failure arises by reason of:
- 10.4.1 wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of goods and/or services;
 - 10.4.2 your failure to comply with our instructions in relation to the goods and/or services, including any instructions on installation, operation, storage or maintenance;
 - 10.4.3 us following any specification, instruction or requirement of or given by you in relation to the goods and/or services;
 - 10.4.4 you or any other third party modifying, altering or repairing any goods and/or services (including but not being limited to introducing additives to the oil used in the goods and/or services); or
 - 10.4.5 where you continue to use any defective goods and/or services after notifying us that they do not comply with the warranty.
- 10.5 Where we agree for any warranty repairs to be undertaken by a third party repairer:
- 10.5.1 No repairs must be undertaken until we have agreed to the method of the repair and the costs of the repairs in writing;
 - 10.5.2 All faulty or damaged parts removed under the warranty repair must be returned to us; and
 - 10.5.3 The labour paid for the repair will be based on Autodata published times at £35 (excluding VAT) per hour.
- 10.6 Where you purchase goods and/or services from us for business purposes, except as set out in this clause 10, we provide no other warranty and make no other representation to you in relation to the goods and/or services and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded.
- 10.7 If you are a consumer, the warranty set out at clause 10.2 above is in addition to, and does not affect, your legal rights in relation to any goods and/or services that are faulty or not as described

- 10.8 Where you purchase goods and/or services from us for business purposes you warrant to us that:
- 10.8.1 you have supplied us with all relevant, full and accurate information as to your business and needs;
 - 10.8.2 you are purchasing the goods and services for your own internal business purposes and that you will not offer the goods for re-sale; and
 - 10.8.3 you will make good any and all losses we incur as a result of any claim against us by any third party in relation to the goods and/or services we have supplied to you.

11 End of the contract

- 11.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

12 Limit on our responsibility to you – Consumer only

- 12.1 Clause 12.1 to 12.2 (inclusive) applies to consumers only and not to those customers purchasing our goods and/or services for business purposes.

- 12.2 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

12.2.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) that were not caused by any breach on our part;

12.2.2 business losses; and/or

12.2.3 losses to non-consumers.

- 12.3 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses that are caused by:

12.3.1 wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of goods and/or services;

12.3.2 your failure to comply with our instructions in relation to the goods and/or services, including any instructions on installation, operation, storage or maintenance;

12.3.3 us following any specification, instruction or requirement of or given by you in relation to the goods and/or services;

12.3.4 you or any other third party modifying, altering or repairing any goods and/or services (including but not being limited to introducing additives to the oil used in the goods and/or services); or

12.3.5 where you continue to use any defective goods and/or services after notifying us that they are defective in any way.

13 Limit on our responsibility to you – Businesses only

- 13.1 This clause 13 applies to business only and not to any customer that is a consumer.
- 13.2 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13 and clause 12.3 above.
- 13.3 Subject to clauses 13.5 and 13.6, our total liability shall not exceed the value of the price you have paid to us for any corresponding goods and/or services.
- 13.4 Subject to clauses 13.5 and 13.6, we shall not be liable to you for consequential, indirect or special losses.
- 13.5 Subject to clause 13.6, we shall not be liable to you for any of the following (whether direct or indirect):
- 13.5.1 loss of profit;
 - 13.5.2 loss or corruption of data;
 - 13.5.3 loss of use;
 - 13.5.4 loss of production;
 - 13.5.5 loss of contract;
 - 13.5.6 loss of opportunity;
 - 13.5.7 loss of savings, discount or rebate (whether actual or anticipated);
 - 13.5.8 harm to reputation or loss of goodwill.
- 13.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 13.6.1 death or personal injury caused by negligence;
 - 13.6.2 fraud or fraudulent misrepresentation;
 - 13.6.3 any other losses which cannot be excluded or limited at law; and
 - 13.6.4 any losses caused by wilful misconduct.

14 Disputes

- 14.1 We will try to resolve any disputes with you quickly and efficiently.
- 14.2 If you are unhappy with:
- 14.2.1 the goods or any part of the goods;
 - 14.2.2 the services;
 - 14.2.3 our service to you generally; or

14.2.4 any other matter,

please contact us as soon as possible.

14.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

14.3.1 let you know that we cannot settle the dispute with you; and

14.3.2 give you certain information required by law about our alternative dispute resolution provider.

14.4 If you want to take court proceedings, the courts England and Wales will have exclusive jurisdiction in relation to this contract.

14.5 The laws of England and Wales will apply to this contract.

15 Third party rights

15.1 No one other than a party to this contract has any right to enforce any term of this contract.

16 Variation to the Contract

16.1 No variation to this Contract, shall be binding unless expressly agreed in writing and signed by you and us.

17 Entire Agreement

17.1 This Contract and any documents entered into pursuant to it constitutes the entire agreement between us and supersedes all previous agreements, understandings and arrangements between us, whether in writing or oral in respect of the goods and/or services to which this contract relates.

18 Severance

18.1 If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of the rest of the Contract shall not be affected.

19 Waiver

19.1 A waiver of any term, provision, condition or breach of this Contract by us shall only be effective if given in writing and signed by us, and then only in the instance and for the purpose for which it is given.