

TC HARRISON GROUP LIMITED
trading as “T.C. HARRISON JCB”

TERMS AND CONDITIONS
FOR THE SUPPLY OF SPARE PARTS, SERVICES AND REPAIR

These Terms and Conditions of Supply (“**Terms**”) will apply to any contract between us for the supply of spare parts, services or repair (“**Contract**”). Please read these Terms carefully and make sure that you understand them, before placing an order to purchase spare parts, services or repair work from us in relation to your specific vehicle, equipment or machine (“**Machine**”). Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to purchase spare parts, services or repair work from us.

Where you receive these Terms by email, you should print a copy or save them to your computer for future reference.

We amend these Terms from time to time as set out in Condition 15. Every time you wish to place an order, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 26th January 2018.

Your attention is drawn to Condition 9 which sets out your rights as a consumer (where you are a consumer) and Condition 10 which explains the limits on our liability to you.

When we refer to a “consumer” this means an individual who is purchasing spare parts, services or repair work from us for personal use and not in the course of any business. If you are purchasing spare parts, services or repair work from us in the course of business, whether as an individual or not, you will not be a consumer.

These Terms, and any Contract between us, are only valid in the English language.

1. Information about us

1.1 We are T.C. Harrison Group Limited trading as “**T.C. Harrison JCB**” a company registered in England and Wales with company number 1863311 and with our registered office at Milford House, Mill Street, Bakewell, Derbyshire DE45 1HH (“**We**”, “**Us**”, “**Our**”). Our VAT number is 172 5867 36.

1.2 We operate the websites www.tchjcb.com and <https://parts.jcb.com> (“**Sites**”).

1.3 Contacting us:

- (a) To cancel a Contract in accordance with your right to do so as set out in Condition 9, you just need to let us know that you have decided to cancel. The easiest way to do this is to notify us that you wish to cancel by email at customerservice@tchjcb.com (using the notice set out in the Appendix) or contact our Customer Services team by telephone on 0114 2329800. If you are emailing us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail,

then your cancellation is effective from the date you send the e-mail to us.

- (b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning our Customer Services team on 0114 2329800 or by e-mailing us at customerservice@tchjcb.com.

- (c) If we have to contact you or give you notice in writing and we are not able to do so in person in one of our depots, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. How the Contract is formed between you and us

2.1 When you advise us, whether through the Sites, by telephone or email or in person at our depot, that you wish to purchase any spare parts (“**Goods**”) or servicing and/or repairs (“**Services**”) from us following our having provided you with a quotation to provide such Goods or Services, you are making an offer to us for the purchase of the Goods and/or Services, subject to these Terms. Please note that any quotations issued remain valid for 14 days from the date of issue.

2.2 We will confirm that we accept your offer:

- (a) for offers placed through the Sites or by email, by sending you an email or text message confirming acceptance;
- (b) for offers placed over the telephone or in person, by verbally confirming acceptance or by sending you an email or text message confirming acceptance,

referred to in each case as the “**Order**”.

2.3 These Terms and Conditions will become binding on you when:

- (a) we provide you with a written or verbal confirmation of the Order;
- (b) you make payment of all or any part of the Price to us; or
- (c) we commence processing of the Order,

whichever is the earlier, at which point a “**Contract**” shall come into existence between you and us.

2.4 Any offer made by you is subject to acceptance by us. We may choose not to accept or to decline your offer for any reason and will not be liable to you or to anyone else in those circumstances.

- 2.5 If we are unable to provide any Services or Goods, for example because we cannot meet your timescale to perform the Services or, in relation to Goods, because they are no longer in stock, no longer available, or where we are unable for any reason to provide the Services, we will inform you of this and we will not process your Order. If you have already paid the Price, we will refund you the full amount as soon as possible.
- 2.6 If, once we have accepted your Order, you wish to make a change to the Goods or Services you may request this either in writing or verbally followed by confirmation of your request in writing. Any requested changes to the Order will be at our sole discretion and we reserve the right to change the Price or charge you for any Additional Costs resulting from changes we make to the Order at your request. Where we change the Price or will incur Additional Costs as a result of your requested changes we will inform you of these, at which point you will have 7 days to accept or reject the changes you have requested. If you agree to proceed at the amended Price or Additional Costs we will refund you or charge you the difference between any amount you have paid and the correct Price or Additional Costs. If you are not happy to proceed, you may continue with your original Order or cancel it, in which case we will refund you any amount you have already paid.
- 3. Price of Goods and Services and any Additional Costs**
- 3.1 The price of the applicable Goods and/or Services will be as quoted to you verbally, or otherwise notified to you in writing in the Order ("**Price**"). We take all reasonable care to ensure that the Price is correct at the time of our Order. However please see Condition 3.6 for what happens if we discover an error with the Price.
- 3.2 The Price does not include any services or goods other than those for which we have quoted and/or which are set out in our Order and we will charge you for such additional services and goods together with any applicable insurance, delivery, storage, installation or packaging costs and any relevant third party costs in accordance with our then current prices ("**Additional Costs**"). Any Additional Costs will be charged in addition to the Price at the applicable rates as notified to you when we tell you about the additional services and goods which are required to obtain confirmation from you as to whether or not you wish to proceed.
- 3.3 The Price and any Additional Costs exclude VAT. VAT will be payable at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your Order and the date of collection or delivery, we will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in full before the change in VAT takes effect.
- 3.4 Where applicable and noted on the Order, we reserve the right to include within the Price a deposit ("**Deposit**"). You will need to pay any Deposit when you place your Order and we cannot process your Order until we have received any required Deposit in full cleared funds.
- 3.5 Where we have agreed to supply Goods as part of your Order and this is conditional on your providing us with the displaced parts which are replaced by the Goods ("**Displaced Parts**") we reserve the right to charge you a surcharge in addition to the Price as an Additional Cost until we receive the parts you are providing to us. This surcharge will be refunded upon our receipt of the Displaced Parts in accordance with Condition 7.2.
- 3.6 It is possible that, despite our reasonable efforts, the Price or Additional Costs given in our Order may change. In the event that the Price or Additional Costs change due to an increase in any third party costs we will notify you as soon as reasonably practicable, at which point you will have 7 days to cancel your Order with us in accordance with Condition 9. If you agree to proceed at the amended Price or Additional Costs we will refund you or charge you the difference between any amount you have paid and the correct Price or Additional Costs. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the Order and refund you any amount you have already paid.
- 3.7 Where we are required to undertake any Services over and above those set out in our Order due to your default, including but not limited to lack of or incomplete instructions or as a result of the need for additional work becoming apparent during the course of us providing the Services, we reserve the right to charge you for any such additional Services.
- 3.8 You are responsible for the payment of all customs, import, export and other duties, tariffs and fees associated with the transfer of the Goods to any location outside the United Kingdom or the provision of the Services outside the United Kingdom ("**Tariffs**") and we shall have no liability in respect of such Tariffs. Where you fail to pay any Tariff, we shall be entitled to settle such Tariff on your behalf, and you shall indemnify us for the Tariffs, all costs associated with the settlement of the Tariffs by us on your behalf and all costs associated with recovery by us of such Tariffs and costs from you.
- 4. Payment**
- 4.1 The Price, the Deposit and any Additional Costs, can be paid by either credit or debit card, electronic transfer, or cash (to a maximum value of £1,000) and which we have agreed to allow you to use in order to pay the Price, the Deposit and/or any Additional Costs.
- 4.2 Please note that where you pay the Price, the Deposit or any Additional Costs by way of credit card, and you are not a consumer we reserve the right to charge a 1.8% handling fee for all payments.
- 4.3 Unless otherwise stated in the Order or as set out in Condition 4.4, payment of the Price (less any Deposit which you have paid in accordance with Condition 3.4) and any Additional Costs are due in cleared funds when:
- (a) you collect your Machine or the Goods from our premises; or
 - (b) when we dispatch the Goods (where not collected from our premises); or
 - (c) when we inform you that the Services have been completed (where Services are undertaken away from our premises) ("**Due Date**").

- 4.4 Where any Goods which you are purchasing, or any Goods which we need to purchase to perform the Services, are items which we do not hold in stock, we will charge you a non-refundable deposit in relation to those Goods. The deposit must be paid in cleared funds before we will order the relevant Goods. Please note that this does not affect your rights as set out in Condition 9.
- 4.5 If you do not make payment to us in cleared funds by the Due Date and you are a consumer, we may:
- (a) not allow you to collect the Goods or your Machine until we have received payment of the Price and any Additional Costs in cleared funds and charge you for storage and insurance in accordance with Condition 6.5;
 - (b) where you are purchasing Goods only, terminate the Contract to sell you the Goods immediately in accordance with Condition 11 by giving you written notice; or
 - (c) suspend or cancel all or part of this Contract or any other contract we may have with you for the provision of goods and services.
- 4.6 If you do not make payment to us in cleared funds by the Due Date and you are not a consumer, in addition to the remedies under Condition 4.5, we may charge you interest on the Price at the rate of 4% above the base lending rate of the Bank of England from time to time. Where we charge you interest this shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgement.
- 5. Delivery (Goods)**
- 5.1 Unless stated to the contrary in the Order, we will deliver the Goods to the location agreed with you or such other location as we and you may agree as soon as reasonably possible and in any event within 30 days after the day on which we accept your Order. We will ask you to sign a delivery note to confirm receipt of the Goods.
- 5.2 If agreed in the Order you shall collect the Goods from our service centre at which you placed your Order during its opening hours. In such circumstances, we will contact you once your Goods are ready for collection which will be as soon as reasonably possible and in any event within 30 days after the day on which we accept your Order. We will ask you to sign a delivery note to confirm receipt of the Goods.
- 5.3 We shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.4 Delivery of the Goods shall be completed on the Goods' arrival at the location agreed by us and you (where we are delivering the Goods) or us handing the Goods over to you at our service centre (where you are collecting the Goods).
- 5.5 If you do not accept delivery of the Goods or collect the Goods, as appropriate, within 7 days of us attempting to deliver the Goods or, where you are collecting the Goods, us notifying you that they are ready for collection then we shall be entitled to terminate our Contract with you in accordance with Condition 11.1 by giving you 2 days' written notice of our intention to do so. If we terminate the Contract, we may resell or otherwise dispose of part or all of the Goods.
- 5.6 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.7 Goods will be your responsibility from the time we deliver the Goods to the address you gave us or you (or a third party organised by you) collect them from us.
- 5.8 You will own the Goods once we have received payment for them in full.
- 6. Delivery (Services)**
- 6.1 Where we are providing Services, you acknowledge that we are not responsible for any items left by you in your Machine.
- 6.2 Unless set out to the contrary in the Order, we will deliver your Machine to you at the service centre where Services have been undertaken and as set out in the Order and we will contact you once your Machine is ready for collection. Where we have replaced any parts you are entitled to see the Displaced Parts that have been removed if you have told us that you require this at the time of Order. We will own those Displaced Parts unless you tell us when you place your Order that you wish to own them, save where we are required to retain them or return them to the manufacturer for any reason.
- 6.3 Collection of your Machine shall be completed once you have signed our pro-forma handover note, or other such written confirmation as we may require from time to time, and we have received payment of the Price and any Additional Costs in cleared funds, to confirm your acceptance of the Services.
- 6.4 If you fail to collect your Machine within 7 days of us notifying you that it is ready for collection then we reserve the right to charge you a reasonable fee for the storage of, and any insurance costs which we may incur in relation to, your Machine until you collect it.
- 6.5 If you do not collect your Machine within 60 days of us notifying you that it is ready for collection then we shall be entitled to terminate our Contract with you in accordance with Condition 11.1 by giving you 7 days' written notice of our intention to do so. If we terminate the Contract, we are entitled to sell your Machine to recover the cost of the Services. We will write to you to tell you that we are going to do this and will pay to you any amount received for your Machine less the cost of the Services and any costs incurred by us in selling the Machine.

7. Your obligations

7.1 By entering the Contract with us you agree that you will:

- (a) co-operate with us and provide us with any information we may request in order to perform our obligations under the Contract;
- (b) remove all valuables and personal belongings from any Machine left with us for service or repair; and

7.2 Where we have agreed to supply Goods as part of your Order and this is conditional on you providing us with the Displaced Parts (as defined in Condition 3.5), you agree that you will deliver the Displaced Parts to us within 7 days of our delivery of the Goods and/or Services. We will not refund the surcharge until the Displaced Parts have been delivered, and in the event that they are delivered more than 7 days after our delivery of the Goods and/or Services we reserve the right not to refund the surcharge.

8. Warranty

8.1 We will endeavour to pass on the benefit of any guarantee or warranty given by the manufacturer of any Goods supplied (whether as a supply of Goods or as part of the Services), provided that where you are a consumer you have used the Goods reasonably, for private and domestic use only and for their usual purpose, or, where you are not a consumer, that they have been used reasonably and only for their usual purpose. If the Goods are found to be faulty within that period and you are a consumer, you can return the Goods to us in accordance with Condition 9. If you are not a consumer, your rights are as set out in Condition 10.

8.2 We warrant that the Services supplied, on delivery and for the shorter of a period of 3 months from the date of delivery and the period from delivery until the Machine which is the subject of the Services has been operated for 300 hours, will be:

- (a) free from material defects;
- (b) of satisfactory quality;
- (c) performed with reasonable care and skill; and
- (d) performed in a good and workmanlike manner.

8.3 We do not guarantee that any Goods supplied will be manufactured by the same manufacturer as the machine for which they are supplied.

9. Your rights of cancellation, return and refund

9.1 You can cancel your Contract with us at any point:

- (a) before you collect any Goods;
- (b) before we commence performance of the Services; or

- (c) if you are a consumer, up to a period of 14 days after the Goods came into your possession (or any third party identified by you takes possession of them),

in each case by contacting us as set out in Condition 1.3 and either using the format set out in the Appendix or by telling us you wish to cancel and including the information outlined in Condition 1.3 and the Appendix.

9.2 Except as set out in Conditions 4.4, 9.3 and 9.4 below, where you decide to cancel the Contract we will refund you any part of the Price which you have already paid using the payment method used by you to pay.

9.3 If you have cancelled the Contract in relation to the provision of any Services, you cannot do so once we have completed the Services. 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 and cancelled the Contract.

9.4 If your Order includes Goods which we have had to order specifically for you, we will refund you any part of the Price which you have already paid in accordance with Condition 9.2 but we reserve the right to retain a reasonable fee to cover our administrative costs in ordering the Goods for you and the cost of any Goods which we are unable to use to fulfil other orders.

9.5 If you are a consumer, you also have legal rights in relation to anything which is faulty, not of satisfactory quality or not as described. These legal rights are not affected by your right of return and refund in this Condition 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. After you have purchased the Goods and/or Services, your legal rights entitle you to the following:

- (a) up to 30 days after you receive the Goods or collected your Machine: if they are faulty or not as described you can get an immediate refund or request that the Goods are repaired or replaced or the Services re-performed;

- (b) after 30 days following receipt of the Goods or collection of your Machine and up to 6 months thereafter: if they are faulty or not as described and we are unable to repair or replace the Goods or re-perform the Services then you will be entitled to a refund or Price reduction in most cases;

- (c) after 6 months following receipt of the Goods or collection of your Machine-and up to 6 years thereafter: if the Goods and/or Services have not lasted a reasonable length of time you may be entitled to a partial refund provided that the Goods and/or Machine have been used reasonably, maintained appropriately and has not been the subject of any significant alterations or damage.

9.6 If you are a consumer and you wish to exercise your legal rights under Condition 9.5 you should contact us in the ways set out in Condition 1.3 and, where requested by us, must return the Goods and/or your Machine to us at the depot which you collected it from at your own cost.

- 9.7 If you are a consumer and you wish to exercise your legal right to reject the Goods and/or Services and ask for a refund we will:
- (a) refund you the Price you paid. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Goods; and
 - (b) make any refund due to you as soon as possible and in any event within 14 days after the day on which you return the Goods to us and/or notify us of your rejection of the Services.
- 9.8 For the avoidance of doubt, if you are not a consumer, the rights and remedies set out in Conditions 9.5, 9.6 and 9.7 do not apply to you, and your rights and remedies are as set out in Condition 10.
- 10. Our liability to you**
- 10.1 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples).
- IF YOU ARE A CONSUMER CONDITIONS 10.1-10.3, 10.9 AND 10.10 WILL APPLY TO YOU**
- 10.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 10.3 We only supply the Goods and Services for domestic and private use. You agree not to use the Goods or purchase our Services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- IF YOU ARE A BUSINESS CONDITION 10.1 AND CONDITIONS 10.4-10.10 WILL APPLY TO YOU**
- 10.4 Subject as expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, we make no warranty as to the fitness of the Goods and/or Services for any particular purpose even if that purpose is stated in your Order. This exclusion includes recommendations or advice from us to you relating to a specific enquiry. You must satisfy yourself as to the fitness for the purpose for which the Goods or Services are intended.
- 10.5 We shall not be liable for a breach of warranty in accordance with Condition 8 unless:
- (a) you give written notice of the defect to us and if, where we are responsible for delivery, the defect is as a result of damage in transit gives written notice to us within 7 days of receipt specifying the details of the defect and when it was delivered. In the event of a defect which is not apparent on delivery you shall inform us in writing of such defect within 2 days of discovery of the defect; and
 - (b) we are given a reasonable opportunity after receiving the notice to examine the Goods or the Machine which was the subject of the Goods and/or Services and you comply with any request from us to return the Goods or the machine which was the subject of the Goods and/or Services to our place of business at your cost for examination to take place there. The reasonable cost of carriage of the returned Goods or Machine incurred by you will be reimbursed by us if the Goods and/or Services are found to be in breach of the warranties set out in Condition 8.
- 10.6 We shall not be liable for breach of warranty under Condition 8 if:
- (a) you make any further use of the Goods and/or Services after giving notice under Condition 10.5(a); or
 - (b) the defect arises because you have failed to follow our or the manufacturer's instructions (whether oral or in writing) as to the storage, installation, proper use and maintenance of the Goods or (if there are none) good trade practice; or
 - (c) you alter or repair the Goods and/or Services without our written consent.
- 10.7 Where any valid claim in respect of the Goods and/or Services is made by you, we shall be entitled at our option to:
- (a) where the claim is in respect of Goods, replace or repair the Goods where found not to conform to warranty at our cost;
 - (b) where the claim is in respect of Services, re-perform the Services where found not to conform to warranty at our cost; or
 - (c) at our sole discretion, refund to you the Price (or a proportionate part of the Price) of the Machine found not to conform to warranty,
- and subject to Condition 10.1 we shall have no further liability to you.
- 10.8 Subject to Condition 10.1, our liability in connection with the sale and supply of the Goods and/or Services shall be as follows:
- (a) in respect of any loss of profits, loss of business, loss of goodwill, loss of anticipated savings or loss of use, our liability shall be nil;

- (b) for any type of consequential, special or indirect loss or damage, our liability shall be nil; and
- (c) in respect of all other types of direct loss (whether in contract, tort or otherwise) our total aggregate liability under the Contract shall not exceed the total Price of the Goods and/or Services.
- 10.9 Subject to Condition 10.1, we shall have no liability under these Conditions or otherwise if the Goods and/or Services have not been paid for by the Due Date.
- 10.10 Any claim by you under this Condition 10 in respect of any Goods and/or Services shall not entitle you to withhold or delay payment in respect of any other Goods and/or Services in respect of which no such claim has been made whether or not those Goods and/or Services form part of the same consignment.
- 11. Termination and Consequences**
- 11.1 Without prejudice to any other remedies or rights under the Contract or otherwise, we may terminate the Contract with you at any time by giving you written notice if you:
- (a) commit a material breach of any of the Terms, which shall include non-payment of the Price or any Additional Costs, failure to collect any Goods and/or your Machine within 7 days of us notifying you that they are ready for collection, and (if such breach is remediable), fail to remedy the breach within such time period deemed appropriate by us at the time, of being notified in writing; or
- (b) are the subject of a bankruptcy petition or order or we believe it reasonably likely that you will be the subject of a bankruptcy petition or order.
- 11.2 Upon termination of the Contract for any reason:
- (a) if you have made full payment for any Goods we may deliver them to you or alternatively refund you the Price and any Additional Costs at our discretion; or
- (b) if you have not made full payment we may keep possession of the Goods and refund you any part of the Price which you have paid less our reasonable administrative costs;
- (c) if you have not made full payment in relation to the Services or the part of the Services that have been provided, we are entitled to keep possession of your Machine and act in accordance with Condition 6.5; and
- in each case the accrued rights and remedies of each party as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12. Dispute Resolution**
- 12.1 If you have any complaints, you can contact us by telephoning our Customer Services team at 0114 232 9800 or by e-mailing us at customerservice@tchjcb.com.
- 12.2 Alternative dispute resolution (“ADR”) is a process by which an independent will consider the facts of a dispute and seek to resolve them without the need for a court. You can find out more about the ADR mechanism that we use on our Site at www.tchjcb.com/about-us/complaints-and-alternative-dispute-resolution.
- 13. How we use your personal data**
- 13.1 We will collect your personal data as part of our Contract with you. We only use your personal data in accordance with the [Privacy Policy](#) available on our Site. Please ensure you read the [Privacy Policy](#) as it includes important terms which will apply to you.
- 14. Events outside of our control**
- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any event or event which is beyond our reasonable control (“**Event Outside Our Control**”).
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects delivery and/or collection times we will arrange a new delivery or collection time, as appropriate, with you after the Event Outside Our Control is over.
- 14.3 You may cancel a Contract if it is affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, we will refund any part of the Price which you have already paid.
- 15. Our right to vary these Terms**
- 15.1 We amend these Terms from time to time. We state at the beginning of the Terms when they were last updated. Every time you place an Order with us, the Terms in force at the time of your Order will apply to the Contract between you and us.
- 15.2 We may revise these Terms as they apply to your Order from time to time to reflect any changes in relevant laws and regulatory requirements.
- 15.3 If we have to revise these Terms as they apply to your Order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. If you opt to cancel, we will refund any part of the Price which you have already paid.

16. Other important terms

- 16.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
- 16.2 Where we refer to “**in writing**” in these Terms, this includes email.
- 16.3 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 16.4 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.5 Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.

- 16.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.7 Please note that these Terms are governed by English law. This means a Contract for the purchase of any Goods or Services and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

APPENDIX

To: Customer Services
T.C. Harrison JCB
8 Brookdale Court
Chapelton
Sheffield
S35 2PT

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) (only if this form is notified on paper):.....

Date:.....

[*] Delete as appropriate