

Terms and Conditions

1. In General

Access to and use of this Website and the products and services available through this Website (collectively, the 'Services') are subject to the following terms, conditions and notices (the 'Terms of Service'). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Website.

This Website also contains links to other websites, which are not operated by Battery Megastore (the 'Linked Sites'). Battery Megastore has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

We try our best to specify the correct car battery via our database however there may on occasions be errors due to various situations we do advise that polarity and dimensions are checked in order to ensure the correct battery is issued. Our data is not compatible to imported vehicles.

2. Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as 'spam'; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. Battery Megastore will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

3. Intellectual Properties, Software and Content

The intellectual property rights in all software and content made available to you on or through this Website remains the property of Battery Megastore or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Battery Megastore and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

4. Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland UK and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Battery Megastore you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. We retain the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be Battery Megastore or may in some cases be a third party. Where a contract is made with a third party Battery Megastore is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund, if the goods are despatched then there may be a cancellation charge of carriage of up to £30.00.

(c) Payment

Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this pre-authorisation check has been completed. Your card will be debited once the order has been accepted.

(d) Discount Codes

Account discount codes - Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

The conditions of use relating to any discount code will be specified at the time of issue.

(e) Delivery

We will only deliver to addresses within the United Kingdom.

We do everything we can to meet the delivery time specified in this section, however occasionally delivery times may be affected by factors beyond our control and cannot be guaranteed. We offer a Next Working Day Delivery service based on orders placed before 4.30pm Mon - Fri.

We will inform you if we become aware of an unexpected delay. Please note that if your order is made up of a combination of items, deliveries may, on occasion be made separately. Any issues with the items we must be notified within 7 days of the delivery. Risk in the

goods will pass to you on delivery. We reserve the right to alter or amend delivery times in exceptional circumstances.

(i) Delivery – Battery Chargers/Inverters/Accessories

For delivery of these items we use the Royal Mail and are able to deliver to all the British Isles.

(ii) Delivery – Batteries

For the delivery of Batteries we use UK Mail. Unfortunately this means we are unable to deliver to the following areas:

AB31 to 38	AB 40 to 56	IV 1 to 28	IV30 to 32	IV36 & 40	IV41 to 49
IV51 to 54	IV55 to 56	IV63	KA27 & 28	KW1 to 14	KW15 to 17
PA20 to PA38	PA41 to 49	PA60 to 78	PH4 to PH41	PH42 to 44	PH49 to PH50
All BT	All HS	All ZE	All IM	All JE	
SOUTHERN IRELAND	ISLES OF SCILLY	CHANNEL ISLANDS			

5. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Battery Megastore and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Battery Megastore's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a

fundamental matter or any other liability which cannot be excluded or limited under applicable law

6. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

7. Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Website are in no way associated, linked or affiliated with Battery Megastore and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Battery Megastore.

8. Variation

Battery Megastore shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

9. Invalidities

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

10. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

11. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

12. Governing Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

13. Price Beat terms

1. The competitor must have the item in stock in the UK
2. That you supply a current UK internet address to the product.
3. Special offers / prices are excluded.
4. The competitor must offer and be able to deliver the battery to you.
5. The price match request must be approved before submitting your order.
6. The request is not against a product on an auction site.

7. The competitor is a bona fide registered business in the UK.
8. The item must be identical i.e. same brand and construction

14. Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Battery Megastore. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Manager of Battery Megastore.

15. Service Restrictions

Battery Megastore can restrict the services and benefits to customers of which he or she is entitled, or impose conditions under which they will be made available. Action may be taken in the following circumstances:

1. If reasonable usage levels are exceeded
2. If a customer behaves in a threatening or abusive manner towards Battery Megastore staff or agents
3. If a customer has falsely represented that they are entitled to services that they are not entitled to

16. Warranties

If your battery appears to be faulty you must provide the following information;

Guarantee

This is your invoice and your order number; you must supply us with a copy of these. (If you do not have this we can accept a PayPal statement or bank statement if within the first 6 months of purchase)

Fault Report:

- Report from 3rd party stating battery is faulty.

- Battery must be fully charged at time of test. (Even a faulty battery will take a charge, but may need to have a boost charge) any problems with charging please contact our technical team on before doing test.
- The fault report **MUST** state clearly in writing that the batteries voltage was above 12V at the time of the test.

Battery Megastore UK Ltd do not refund the cost of any test reports received.

These documents must be sent to us via:

Email: sales@batterymegastore.co.uk

Fax: 01684 850139

Post: Battery Megastore, 5 Kennet Close, Tewkesbury, GL20 8HF

NB: If you believe yourself to have more than one faulty battery please contact our technical team for assistance before proceeding with the above on 01684 298800.

For batteries which are used on an electric fence, the warranty period is reduced to 6 months only.

17. Cooling Off Period

On any purchase you make from our website you are entitled to a 7 day cooling off period from day of delivery, in which you can receive a full refund as long as battery is not used. You must provide cancellation in writing via Fax, Email or post within these 7 days. The cost of a returning the battery on any cancelled order is down to the customer to cover.

18. Waste Battery Regulations

Under the Waste Battery Regulations, Battery Megastore are now offering a take back scheme for all portable waste batteries, you can return your waste batteries to our business premises in person.

Alternatively, you can find your local waste portable battery recycling facility at www.recyclenow.com

Most supermarkets and shops that sell batteries will have collection bins for used batteries, and some town halls, libraries or schools may also set up collection points. End-users may find stores in their local area more accessible.

19. WEEE

With effect from July 2007, the UK's Waste Electrical and Electronic Equipment (WEEE) Regulations require that all producers of electrical equipment are now obliged to pay for these items to be recycled when they become waste. These regulations also require that all retailers both actively assist in delivering a UK wide WEEE collection infrastructure and encourage the participation of consumers in recycling electronic equipment.

So that you can get your waste electrical goods recycled, we have contributed towards a national fund to assist local councils to further develop their existing waste electronics collection facilities, which will in turn allow producers of this equipment to meet their obligations. To remind consumers to recycle, all electrical items sold now carry the 'crossed out wheeled bin' symbol.

Not all council sites are suitable to collect all types of waste electrical goods but to find out your nearest participating site (including other collection facilities that may not be operated by the council) and for advice on all aspects of recycling at home, please visit www.recycle-more.co.uk.