

TERMS AND CONDITIONS

Effective Date: 29 December 2010

1. Introduction

- 1.1 This website is owned and operated by PowaWalker Limited. We are registered in the UK (technically “England & Wales”) under number 6262089. Our registered office is at Crown Point, Valley Road, Barham, Canterbury, Kent CT4 6NX. This is also our trading address. Our VAT number is 912 9798 84
- 1.2 These terms and conditions apply when you buy any goods via this site or otherwise use this site.
- 1.3 We may change these terms and conditions at any time. Please check them carefully as they will apply to any new purchases made after the effective date shown above.

2. Right to cancel under “Distance Selling Regulations”

- 2.1 If you are a consumer (ie acting for purposes outside a business), you have the right (ending 7 working days following the day after delivery of goods) to cancel the contract by email to Enquiries@PowaWalker.co.uk or any of the other methods specified in the [Distance Selling Regulations](#) in which case we will refund the price paid for the goods plus delivery charges attributable to the cancelled item. You are required to take reasonable care of items. If you cancel, you must return the goods to PowaWalker Limited, Crown Point, Valley Road, Barham, Canterbury, Kent CT4 6NX, at your expense. We will charge you the direct costs of recovery if you do not comply or if you return them at our expense.

3. Payment and price

- 3.1 Payment is in advance by the means stated on our website. We will only process payments if we obtain authorisation from our payment partner. If we do not receive full payment in cleared funds within 7 days of your order, then we are entitled to cancel this contract.
- 3.2 The price for the goods you order is as stated on our site at the time you send us your order. VAT or sales tax is included unless we say otherwise.
- 3.3 If we have mis-priced any item by mistake, we are not obliged to supply the item at that price provided we notify you before we despatch it. If we do notify you, then you can decide if you want to order the item at the correct price but, if you don't, we will provide a full refund of any payments already made.
- 3.4 Delivery costs are charged extra at the rate shown on our site when you place your order. These will depend on the delivery method chosen. NB The delivery charges do not include customs or import duties which may be applied to your order by the relevant authorities. It is your separate responsibility to pay for these.
- 3.5 Any refunds payable under this agreement will be made by the same method used to pay for the item (e.g. if you paid by credit card any refund will be made to the same card).

4. Your order

- 4.1 Your order is an offer to buy from us. Please check your order very carefully to ensure it is correct.

5. Acceptance / unavailability

- 5.1 There will be no binding contract of any kind between you and us unless and until we actually despatch the goods to you. Until then we may decline to supply the goods to you without giving any reason. Nothing else that we do or say will amount to acceptance of your offer. If any goods are unavailable, we will notify you of the unavailability as soon as possible and will arrange for a full refund if you have been charged.

6. Delivery

- 6.1 We will only arrange for delivery once we have received full payment in cleared funds. Delivery will be to the address which you specify when ordering except that in the case of your first order, this must be to your home or billing address.
- 6.2 We will do our best to arrange delivery within the time specified on our website or, if none, a reasonable period. We are not liable for late delivery to the extent that this is due to circumstances beyond our reasonable control.
- 6.3 An extra delivery charge may become payable if no-one is present to accept delivery and either you haven't provided alternative delivery instructions or else you don't collect the item from a holding depot within 7 days.
- 6.4 Risk of damage or loss to the goods passes to you on delivery or if you wrongfully refuse delivery when delivery is attempted.

7. Return of goods

- 7.1 Apart from your rights under the Distance Selling Regulations above (which are not affected by this clause), we are also happy to exchange unsuitable or unwanted items as long as they are returned to us in perfect condition, in the original packaging, with the relevant receipt or proof of purchase and within 28 days of delivery. In such circumstances we will not refund either the original delivery charge or your return postage. Goods bought online which meeting these criteria may be returned in the shop if that is more convenient for you.

8. Faulty or mis-described goods

- 8.1 In the case of faulty or mis-described goods, you must email us with the details as soon as possible. If the goods are in fact faulty or mis-described we will make arrangements with you for return of the goods to us and will provide a refund. Do not return goods without telling us first.

9. Our responsibility to you

- 9.1 Nothing in this agreement in any way limits or excludes our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.
- 9.2 You must give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs remedying the matter yourself.
- 9.3 We are not responsible for any loss or damage where:
- 9.3.1 there is no breach of a legal duty of care owed to you by us or by any of our employees or agents;
 - 9.3.2 such loss or damage was not reasonably foreseeable by both parties;
 - 9.3.3 such loss or damage is caused by you, for example by not complying with this agreement; or
 - 9.3.4 such loss or damage relates to a business.

10. Your responsibility to us

- 10.1 You will be responsible to us for any reasonably foreseeable loss or damage we suffer arising from your breach of this agreement (subject of course to our obligation to mitigate any losses).

11. Intellectual property rights

- 11.1 All trade marks, logos, graphics, images, photographs, animation, videos, text and software used on this site are our intellectual property. You may display or reproduce such content insofar as necessary to view it within our site for private, genuine non-commercial use and to enable you to make your order. You may not otherwise retrieve, display, modify, copy, print, sell, download, hire or reverse engineer (unless permitted by applicable law) such content without our prior written consent.

12. Availability of our site

- 12.1 We will do our best to maintain the operation of our site and to rectify faults if they occur but we cannot guarantee that it will be uninterrupted or error-free. We may have to suspend the site for repair, maintenance, improvement or other technical reason.

13. Third party websites

- 13.1 We may link to third party websites which may be of interest to you. We do not recommend or endorse those sites or the products or services which they offer nor are we legally responsible for them as they are outside our reasonable control. You use such third party sites at your own risk.

14. English law

- 14.1 These T&Cs shall be governed by English law and any disputes will be decided only by the courts of the United Kingdom.

15. General

- 15.1 Headings used in this agreement are for information and not binding. This agreement constitutes the entire agreement between you and us in connection with our Site. Any failure by either party to exercise or enforce any right or provision of this agreement does not mean this is a “waiver” (ie that it can’t be enforced later). If any part of this agreement is ineffective or unenforceable for any reason, then it will be replaced with a provision which as far as possible achieves the same thing and the rest of the agreement shall continue to apply.

16. Complaints

- 16.1 If you have any complaints, please contact us via the contact details shown on our website or write to our address shown at the start of these terms and conditions.