

Multitool Products

-Woodward Garage Limited-

Website terms and conditions of supply of goods – B2B and B2C

This document, together with our *Privacy Policy*, *Terms of Website Use* and *Website Acceptable Use Policy* tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. 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 order any Products from our site.

You should print a copy of these Terms, or save them to your computer, for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 10 July 2017. If you think that there is a mistake in these terms, or you require any changes, please contact us to discuss.

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

1. INFORMATION ABOUT US

- 1.1. We operate the website **www.MultitoolProducts.com**. We are **Multitool Products**, a trading name of **Woodward Garage Limited**, a company registered in England and Wales under company number **9699611** and with our registered office at 103 New Barns Avenue, Chorlton, M21 7DG, United Kingdom. Our main trading address is 103 New Barns Avenue, Chorlton, M21 7DG, United Kingdom. We are not currently VAT registered.
- 1.2. **Contacting us if you are a consumer:**
 - a. To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you just need to let us know that you have decided to cancel.
 - b. If you wish to contact us for any other reason, including because you have any complaints, you can contact us by telephoning **07554 963273** or by e-mailing us at **admin@multitoolproducts.com**
 - c. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order.
- 1.3. **Contacting us if you are a business;** You may contact us by telephoning **07554 963273** or by e-mailing us at **admin@multitoolproducts.com**. If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 20.3.

2. OUR PRODUCTS

- 2.1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display them accurately, your Products may vary slightly from those images.
- 2.2. Although we have made every effort to be as accurate as possible, some non-critical sizes, weights, capacities, dimensions and measurements indicated on our site may exhibit a 10% variance. Please contact us if in doubt.
- 2.3. The packaging of the Products may vary from that shown on images on our site.

3. USE OF OUR SITE

- 3.1. Your use of our site is governed by our Terms of website use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

- 4.1. We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

- 5.1. If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

- 6.1. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
- 6.2. These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
- 6.3. You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 6.4. You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this Contract.

7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1. Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 7.2. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 7.3.
- 7.3. We will assign an order number to your order and tell you what this is when we accept your order. The Contract between us will only be formed when we send you this email (**Order Confirmation**). Please use this order number as a reference if you contact us about your order.
- 7.4. We will send you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**).
- 7.5. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 12.5, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

8. OUR RIGHT TO VARY THESE TERMS

- 8.1. We amend these Terms from time to time. Please look at the top of this document to see when these Terms were last updated.
- 8.2. Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.
- 8.3. We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:
 - a. changes in relevant laws and regulatory requirements.
 - b. changes by our suppliers.
- 8.4. 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. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 9 only applies if you are a consumer.

- 9.1. If you are a consumer, you have a legal right to cancel a Contract under the Consumer Contracts Regulations during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Refer to clause 19 for further information.
- 9.2. However, this cancellation right does not apply in the case of:
 - a. any Products which become mixed inseparably with other items after their delivery.
- 9.3. Your legal right to cancel a Contract starts from the date of the Order Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is 14 days.
- 9.4. To cancel a Contract, you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the **Cancellation Form** on our website. If you use this method we will e-mail you to confirm we have received your cancellation. Alternatively you may use a copy of the form which is attached at the back of these Terms

You can also e-mail us at sales@multitoolproducts.com. If you are e-mailing us please include details of your order and order number to help us to identify it. Your cancellation is effective from the date you send us the e-mail. For example, you will have given us notice in time as long as you have emailed us by midnight on the last day of the cancellation period.

- 9.5. If you cancel your Contract prior to dispatch we will:
 - a. refund you the price you paid for the Products. However, if Product has been picked and packaged a handling and restocking fee of 20% of the invoiced value, or £5, whichever is greater, may be charged.
 - b. refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a Product within 3-5 days at one cost but you choose to have the Product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
 - c. make any refunds due to you as soon as possible and in any event within 14 days after the day on which you cancelled.
- 9.6. If a Product has been dispatched or delivered to you before you decide to cancel your Contract:
 - a. then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract.

- b. unless the Product is faulty or not as described (in this case, see clause 9.7), you will be responsible for the Product and cost of returning the Product to us. If the Product is one which cannot be returned by post, we estimate that if you use the carrier which delivered the Product to you, these costs should not exceed the sums we charged you for delivery. If we have offered to collect the Product from you, we will charge you the direct cost to us of collection.
 - d. make any refunds due to you as soon as possible and in any event within 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us.
 - c. please note we are permitted by law to reduce your refund to cover any refurbishing costs required due to any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.7. If you have returned the Products to us under this clause 9 because they are faulty or not as described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 9.8. We will usually refund you in the method you used to pay.
- 9.9. Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms. Refer to clause 19 for further information.

10. DELIVERY

- 10.1. We will deliver to you as soon as reasonably possible. We will provide you with an estimated delivery date with the Order Confirmation, which will be a maximum of 30 days after the date of the Order Confirmation (the date on which we confirm our acceptance of your order) this period may be longer or shorter when agreed with the consumer. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 18 for our responsibilities when this happens.
- 10.2. You are responsible to make all arrangements necessary to take delivery of the Product when delivery is attempted. If no one is available at your address to take delivery, we may leave you a note that the Products have been returned to our premises or another location, in which case, please follow the instructions of the delivery service.
- 10.3. Delivery of an Order shall be completed when we deliver the Products to the address you gave us (or you or a carrier organised by you collect them from us) and the Products will be your responsibility and risk from that time.
- 10.4. You own the Products once we have received payment in full, including all applicable delivery charges.

This clause 10.5 only applies if you are a consumer.

- 10.5. If we miss the 30 day (or other mutually agreed time) delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
- a. we have refused to deliver the Products;
 - b. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - c. you told us before we accepted your order that delivery within the delivery deadline was essential.
- 10.6. If you do not wish to cancel your order straight away, or do not have the right to do so under clause 10.5, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

- 10.7. If you do choose to cancel your Order for late delivery under clause 10.5 or clause 10.6, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.
- 10.8. Delivery may be made in separate instalments
- 10.9. You must advise us for any claim for product damage or short delivery within 7 days of receipt so that we can action with the carrier.
- 10.10. If you do not give notice with 7 days the goods will be deemed to be delivered as advised.
- 10.11. Our liability for short delivery is limited to supplying the shortage.

11. INTERNATIONAL DELIVERY

- 11.1. We deliver internationally. However there are restrictions on some Products for certain International Delivery Destinations. If shipping to your required delivery address cannot be arranged through the website it will need to be arranged separately. Please contact us to discuss.
- 11.2. If you order Products from our site for delivery to an International Delivery Destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 11.3. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 11.4. You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

12. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 12.1. The prices of the Products will be as quoted on our site at the time you submit your order. We use our best efforts to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see clause 12.5 for what happens if we discover an error in the price of Product(s) you ordered.
- 12.2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 12.3. The price of a Product excludes VAT.
- 12.4. The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 12.5. Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
 - a. where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you; and

- b. if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Product and refund you any sums you have paid and require the return of any goods provided to you.

13. HOW TO PAY

- 13.1. You can pay for Products using the methods provided on the website. Please contact us for alternative methods.
- 13.2. Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.
- 13.3. Unless credit terms have been arranged in writing we reserve the right to charge interest at 10% per annum on any amount overdue for payment. This interest shall accrue on a daily basis from the due date until the date of the actual payment. You must pay us interest together with any overdue amount.
- 13.4. If it is not possible to obtain full payment for the Goods from your account on dispatch of the Goods to you, we can cancel the Order or suspend any further deliveries to you. This does not affect any other rights we may have.

14. MANUFACTURER GUARANTEES

- 14.1. Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.
- 14.2. If you are a consumer, a manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15. OUR WARRANTY FOR THE PRODUCTS

- 15.1. For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 15.2.
- 15.2. The warranty in clause 15.1 does not apply to any defect in the Products arising from:
 - a. fair wear and tear;
 - b. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - c. if you fail to operate or use the Products in accordance with the user instructions;
 - d. any alteration or repair by you or by a third party who is not one of our authorised repairers; or
 - e. any specification provided by you.
- 15.3. If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

16. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 16 only applies if you are a business customer.

- 16.1. We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

- 16.2. Nothing in these Terms limits or excludes our liability for:
- a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - d. defective products under the Consumer Protection Act 1987.
- 16.3. Subject to clause 16.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- a. any loss of profits, sales, business, or revenue;
 - b. loss or corruption of data, information or software;
 - c. loss of business opportunity;
 - d. loss of anticipated savings;
 - e. loss of goodwill; or
 - f. any indirect or consequential loss.
- 16.4. Subject to clause 16.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 16.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

17. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 17 only applies if you are a consumer.

- 17.1. 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.
- 17.2. We only supply the Products for domestic and private use. You agree not to use the product 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.
- 17.3. We do not in any way exclude or limit our liability to you where it would be unlawful to do so. This includes:
- a. death or personal injury caused by our negligence;
 - b. fraud or fraudulent misrepresentation;
 - c. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - d. 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); and
 - e. defective products under the Consumer Protection Act 1987.

18. EVENTS OUTSIDE OUR CONTROL

- 18.1. If our supply of the product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. 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 an Event Outside Our Control. An Event Outside Our Control is defined below in clause 18.2.

- 18.2. **An Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 18.3. 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 our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 18.4. You may cancel a Contract 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, you will have to return any relevant Products you have already received and we will refund the price you have paid, subject to clause 9.

19. SUMMARY OF YOUR LEGAL RIGHTS.

This clause 19 only applies if you are a consumer.

- 19.1. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 040 506.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- up to 30 days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

20. COMMUNICATIONS BETWEEN US

- 20.1. When we refer, in these Terms, to "in writing", this will include e-mail.
- 20.2. **If you are a consumer** you may contact us as described in clause 1.2.
- 20.3. **If you are a business:**
- a. Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.
 - b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
 - c. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
 - d. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. RIGHTS AND OBLIGATIONS

- 21.1. 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. We will always notify you in writing or by posting on this webpage if this happens.
- 21.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a Product as a gift, you may transfer the benefit of our warranty in clause 15 to the recipient of the gift without needing to ask our consent.
- 21.3. This Contract is between you and us. No other person shall have any rights to enforce any of its terms. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at clause 15, but we and you will not need their consent to cancel or make any changes to these Terms.

22. SEVERABILITY

- 22.1. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

23. WAIVER

- 23.1. 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.

24. LAW AND JURISDICTION

- 24.1. **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.
- 24.2. **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.3. **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

Schedule MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To:
Multitool Products,
103 New Barns Avenue, Chorlton, M21 7DG, United Kingdom
07554 963273
admin@multitoolproducts.com

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 Number, _____

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