

1. DEFINITIONS

1.1. In these Conditions, the following definitions shall apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Contract: the contract between Bott Limited and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from Bott Limited.

Delivery Location: has the meaning given in clause 6.5.

Force Majeure Event: has the meaning given in clause 13.

Goods: the goods (or any part of them) set out in the Order.

Bott: Bott Limited (registered in England and Wales with company number 1325869) with registered office at Bude-Stratton Business Park, Bude, Cornwall, EX23 8LY

Order: the Customer's order for the Goods submitted by the Customer online via the Website.

Specification: any specification for the Goods, including any related plans and drawings that are agreed by the Customer and Bott Limited.

Website: means the website accessible at www.bottsmartvan.co.uk or config.bottsmartvan.co.uk

1.2. CONTACT DETAILS

Bott can be contacted via the following methods:

Phone: 0800 915 6013

e-mail: bottsmartvan@bottltd.co.uk

Postal: You can write to Bott at the address below:

Bott SMARTVAN Customer Services
Bott Ltd,
Unit 1 Bude Stratton Business Park,
Bude,
Cornwall,
EX23 8LY

1.3. In these Conditions, the following rules apply:

1.3.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.3.3. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3.4. A reference to writing or written includes e-mails.

2. THE CONTRACT

2.1. The Order you place via the Website constitutes an offer to purchase the Goods in accordance with these Terms & Conditions. You are responsible for ensuring that the terms of the Order and any Specification submitted by you are complete and accurate.

2.2. The Order shall only be deemed accepted by Bott when you have paid for the goods, monies have been received and the goods have been dispatched. Any email, order confirmation or other electronic acknowledgement by us of receipt of an order does not constitute legal acceptance by Bott of your order.

2.3. All Orders placed via the Website are subject to stock availability and to the validation checks described in section 10 below. In the unlikely event that you are able to place an Order for an item that is not available from stock, Bott will contact you as soon as possible. You will have the option to wait until the items are available from stock or to cancel your Order. In these circumstances, upon cancellation, you will be refunded in full.

2.4. Bott only accepts Orders originating from and for delivery to UK mainland addresses.

2.5. The only language in which the Contract can be concluded is English.

2.6. Bott will retain details of your Order in our database and these details can be made available to you on request. Please contact our Customer Service team.

2.7. Where the Customer has been directed to the Website as a result of a third party site, these sites are independent from Bott and Bott is not responsible or liable for such sites. Customers should consult the terms and conditions of the site in question for more information.

3. PRODUCT INFORMATION

3.1. Products are described on the Website or in the Specification.

3.2. Bott reserves the right to amend the product description if required.

3.3. Representations of colour online are as accurate as our photographic and electronic processes allow. Please note that colour online can also be affected by the calibration of different output devices.

3.4. All weights and sizes are supplied as a guide only and are approximate.

3.5. Guided Sales, Buyers Guides and all other advice articles have been produced by Bott to help you in your purchasing decisions and to give guidance. These articles are provided for general information, but if you are in any doubt, you should seek help from an appropriate professional. Bott accepts no liability for any loss, damage or injury arising as a result of the advice contained on our website.

3.6. In the event that there are any errors regarding price or description, we reserve the right to correct that price or description and notify you accordingly. In these circumstances, it will be deemed that a contract has not been entered into and you will not be bound to continue with your purchase. We will cancel your order and your credit/debit card and your account will

be refunded in full. The repayment of such monies paid to us will be the extent of our liability to you in the event of these errors.

4. PRICE INFORMATION

4.1. The price of the Goods is the price set out on the Website. All prices are shown in Pounds Sterling.

4.2. The price of the Goods is inclusive of VAT. Bott VAT number is GB 313 203 421

4.3. Special Offers and promotions advertised in the press or other media may be excluded from the site unless specifically advertised as available online. All offers are subject to availability and while stocks last. This includes all offers advertised via official Bott social media channels.

4.4. Offers cannot be used in conjunction with one another. Where more than one offer is available on the same product only one discount will apply. The offer giving the greatest saving will be applied in the basket. Equally, voucher code offers cannot be used in conjunction with any other promotional offer.

5. PAYMENT INFORMATION

5.1. Bott accepts payment by most major credit or debit cards registered at UK addresses. We regret that we are unable to accept payment online by cheque or cash.

5.2. Payment from credit or debit cards is taken at the time of order.

5.3. All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

5.4. In addition, to prevent fraudulent use of credit and debit cards, Bott will validate the names, addresses and other information supplied during the Order process against commercially available records (e.g. Electoral Roll data, Credit Reference Services). A third party may also be instructed to complete these checks. By ordering from the Website you consent to such checks being made. We may need to contact you by letter, telephone or email to verify details before we are able to process and dispatch your Order or we may be unable to accept your Order. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998.

6. DELIVERY OF GOODS

6.1. Bott can only deliver to addresses within the United Kingdom mainland. Bott is currently unable to deliver to non-UK destinations, including the Republic of Ireland, the Channel Islands, certain remote locations e.g. Scottish Isles, Isle of Man, Isle of Wight, Northern Ireland and the Scottish Highlands and BFPO addresses. Please contact us if you require further details.

6.2. The delivery charge for each item is listed on the website. When you add products to your shopping basket and have chosen the delivery option the appropriate charge will be added automatically. All delivery charges will be shown clearly at the order summary point.

6.3. Any dates quoted for delivery are approximate only and Bott cannot be held liable for any costs incurred if delivery is delayed.

6.4. In the event that delivery is delayed for next day or named day deliveries, Bott's liability will be limited to a refund of the additional surcharge paid.

6.5. Bott shall deliver the Goods to the location set out in the order or such other location as the parties may agree at any time after Bott notifies the Customer that the Goods are ready for despatch.

6.6. Delivery of the Goods shall be completed on the Good's arrival at the Delivery Location.

6.7. Bott will normally endeavour to supply your Order in a single consignment. Incomplete Consignments will be held until all ordered parts are available. If the delay is likely to be more than 5 working days, you will be contacted.

6.8. Risk in the Goods (including risk of loss and damage to goods) will pass to you on completion of delivery.

6.9. If the courier fails to deliver the Goods, they will either attempt to redeliver the following day, leave a card for you to rearrange a suitable time for redelivery, or leave the parcel at your local delivery office for you to collect.

6.10. Bott shall have no liability for any delay in delivery of the Goods, or failure to deliver the Goods, where the delay or failure is caused either by a Force Majeure Event or the Customer's failure to provide Bott Limited with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7. REFUNDS AND RETURNS

7.1. If you do not want any item that we have delivered, Bott will offer you an exchange or refund within 28 days of delivery, provided that it is returned to us in its original and unused condition (including in its original packaging), along with the wrapping and delivery note (as proof of purchase). If you choose to return an item by post you will need to cover the cost of postage however if you are returning a faulty item your postage cost will be refunded once we have received back and checked the fault.

7.2. If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the Goods to the Supplier at your own cost. The goods must be returned unopened and you must take reasonable care to ensure the Goods are returned in saleable condition.

7.3. You may return goods to Bott via which ever method you choose, however we recommend using a trackable service and obtaining proof of postage. When sending returns back to us please make sure they are securely packaged, as Bott Limited cannot be responsible for lost or damaged returns.

7.4. We will endeavour to process refunds as soon as possible, but will refund the account within 30 days

7.5. Under the Distance Selling Regulations, you have the right to cancel your Order any time before dispatch, or within seven days of receiving your goods. If you cancel after dispatch of Goods, Bott Limited will attempt to stop the item in transit, but if the Goods are delivered, you will still be entitled to a full refund. Please contact our Customer Services Team if you wish to exercise this right.

7.6. You can contact Bott Limited Customer Services for further information. This does not affect your statutory rights.

8. AFTER-SALES SERVICE AND GUARANTEES

8.1. Bott products carry a full warranty against manufacturing defect for a period of 3 years from the date of invoice. Claims must be advised in writing to the Customer Services

Department and supported by suitable details of the defect, appropriate digital imagery and proof of original purchase. Valid claims will be processed and replacement parts issued FOC.

8.2. Third party products benefit from the manufacturers' standard warranty or service arrangements, details of which will be provided with the product. Bott will initially deal with any after sales service and warranty claims.

8.3. The Bott manufacturing warranty does not apply to any defect in the goods arising from misuse, unreasonable wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Suppliers instructions, or any alteration or repair carried out without Bott's prior approval.

8.4. All warranties are non-transferable and only apply for the original Customer.

9. COMPLAINTS AND QUERIES

9.1. If you are not happy with any aspect of our online service, discover a fault with our website, or if you have any queries or comments relating to an order placed online, please contact us and we will do everything we can to address your concerns.

9.2. Your access to the website may occasionally be restricted to allow for the introduction of new products or features, site development, maintenance or repairs. We will attempt to restore the service as soon as we reasonably can.

10. SAFE SHOPPING GUARANTEE

10.1. We have used every effort to ensure that shopping on the Internet with Bott is as safe as purchasing by card in a regular store. Our secure server software encrypts all of your personal information sent over the Internet. In processing your Order, your information may have to be sent over the Internet more than once. At no point is your Order information sent in this way without encryption.

10.2. Although Bott endeavours to take all reasonable steps to protect your personal information, we cannot guarantee the complete security of any data you disclose online. You accept the inherent security risks of providing personal information and dealing online over the Internet and Bott cannot be held responsible for any breach of security unless it is due to our negligence. Please read our [Privacy Policy](#) for more details.

12. LIABILITY

12.1. Nothing in these Conditions shall limit or exclude Bott's liability for:

12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

12.1.2. fraud or fraudulent misrepresentation;

12.1.3. breach of the terms implied by Section 12 of the Sale of Goods Act 1979;

12.1.4. defective products under the Consumer Protection Act 1987;

12.1.5. any matter in respect of which it would be unlawful for Bott Limited to exclude or restrict liability.

12.2. Subject to clause 12.1:

12.2.1. Bott shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;

and

12.2.2. Bott's total liability to the Customer in respect of all other 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 100% of the monies paid by the Customer to Bott Limited.

12.3 The majority of card issuers cover all the charges that may result from unauthorised use of your credit card or debit card, but some may limit your liability to £50. If you believe your credit or debit card has been subject to unauthorised use you should contact your card issuer without delay.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract where such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, riot, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14. ONLINE COMPETITIONS: STANDARD TERMS AND CONDITIONS

- 14.1. Competition details form part of these terms and conditions.
- 14.2. Entry is open to residents of the UK except employees (and their families) of Bott Ltd UK and any companies associated with the competitions.
- 14.3. The entrant(s) must be aged 18 or over. Proof of identity and age may be required.
- 14.4. Use of a false name or address will result in disqualification.
- 14.5. Entries that are incomplete, illegible, indecipherable, or inaudible (if made by phone) will not be valid and deemed void.
- 14.6. All entries must be made directly by the person entering the competition.
- 14.7. Entries made online using methods generated by a script, macro or the use of automated devices will be void.
- 14.8. No responsibility can be accepted for entries lost, damaged or delayed in the post, or due to computer error in transit.
- 14.9. The prizes are as stated and no cash or other alternatives will be offered.
- 14.10. The winner(s) is (are) responsible for expenses and arrangements not specifically included in the prizes.
- 14.11. Prizes are subject to availability and the prize suppliers' terms and conditions.
- 14.12. The promoters reserve the right to amend or alter the terms of competitions at any time and reject entries from entrants not entering into the spirit of the competition.
- 14.13. In the event of a prize being unavailable, the promoter reserves the right to offer an alternative prize of equal or greater value.
- 14.14. The winner(s) agree(s) to the use of their name, photograph and disclosure of county of residence and will co-operate with any other reasonable requests by Bott Ltd UK relating to any post-winning publicity.
- 14.15. Unless stated otherwise all entries must be made on the relevant coupon or form provided.
- 14.16. Unless stated otherwise the winner(s) will be drawn at random from all correct entries received by the closing date stated within the promotional material.
- 14.17. Reasonable efforts will be made to contact the winner(s). If the winner(s) cannot be contacted, or are unable to comply with these terms and conditions, the Promoter reserves the right to offer the prize to the next eligible entrant drawn at random, or in the event that the promotion is being judged the Promoter reserves the right to offer the prize to the runner(s)-up selected by the same judges.
- 14.18. Confirmation of the prize will be made via email to the winner(s).
- 14.19. Failure to respond and/or provide an address for delivery, or failure to meet the eligibility requirements may result in forfeiture of the prize.
- 14.20. Where applicable, the decision of the judges is final based on the criteria set out in the promotion and no correspondence will be entered into over this decision.
- 14.21. Competitions may be modified or withdrawn at any time.

- 14.22. The provider of the prize is specified within the promotional material.
- 14.23. The Promoter is Bott Ltd UK.
- 14.24. In the event of a discrepancy between these standard terms and conditions and the details in the promotional material (or any other terms and conditions provided/referred to at the time of entry), the details of the promotional material (and any other terms and conditions provided/referred to at the time of entry) shall prevail.
- 14.25. By entering the competition you are providing your information to Bott Limited and not to any other party. The information provided will be used in conjunction with the company's Privacy Policy which can be found at <http://www.bottltd.co.uk/Privacy-Policy-2029.html>
- 14.26. A list of winners will be available by writing into Bott Ltd UK c/o SmartVan no earlier than six weeks, unless otherwise stated, after the close of the competition. Only the surname and county of the winners will be disclosed.