

# **Bachmann Europe Plc**

## **Website Sales**

### **Damaged or Defective Goods, Cancellation Rights & Returns Policy**

#### **Returns policy**

Bachmann Europe Plc wants you to be totally satisfied with your purchase of Goods from our website. If for any valid reason you are not entirely happy with your order we will refund the value of the goods supplied provided that you first notify us of your intention to cancel using the procedure outlined and providing that the goods, together with the original invoice, are returned to us in perfect condition, in the original packaging to the address specified on the invoice within seven working days after the day of initial delivery (UK & EU customers). A certificate of posting of some form should be obtained for your own circumstances as we cannot be held responsible for the non-delivery of goods to our address. In order for us to be able to process returns quickly and effectively, you must please enclose a covering letter with the following details.

- The fault with the item or reason for return.
- The original invoice number or copy of your receipt.
- Your contact details including telephone numbers (works, mobile etc).
- Details of any correspondence (name of person spoken to, copy of letter, printout of email)

#### **UK Customers:**

The cost of return postage will not be reimbursed in the instance of returned items, either in or outside of warranty period. All items to be returned must be sent by appropriate courier or postage option, and include in a covering letter stating the nature for the reason of return, and be returned by one the of following means:

- Royal Mail Second Class with "Proof of Postage", "Signed for" or "Special Delivery" for parcels below 1Kg
- Royal Mail First Class with "Proof" of Postage", "Signed for" or "Special Delivery" for parcels weighing more than 1Kg
- Courier service by recognised UK based courier, i.e. Royal Mail Parcelforce, TNT, DHL, Federal Express for parcels weighing more than 2Kg

"Proof of Postage" certificates are available from all Post offices, and avoid the need to use more expensive services like "Signed for" or "Special Delivery". However, "Signed for" or "Special Delivery" ensure that, in the event of a missing parcel, you can prove whether a parcel was despatched to us and received. Please note,

liability for item(s) whilst in transit, will be with you and your courier or postal service provider until such time as confirmation of delivery has been made to our premises. Bachmann Europe Plc is not liable for any replacement or responsible for recompense for items lost or damaged in transit to ourselves.

**International customers:**

Please return the items to us using the most economic method, in most cases this will be by Surface Mail.

**Faulty, Damaged or incorrect items:**

Need to be reported to us within five days of receiving the item. The item(s) should be returned to us in the condition they were received, in the original parcel/wrapping. If it is not possible to return the item(s) in its original parcel/packing they should be suitably packaged to prevent further damage whilst in transit.

**Missing or damaged components:**

If a particular component is damaged or missing, we may require the whole item to be returned to us. Please speak to a member of our Service Department on ++44 (0)1455 847097 staff to confirm what we require, in order to remedy a problem.

**Unwanted items (also see cancelled goods):**

Will normally be refunded, if returned to ourselves within 10 days of receipt, when returned with the item and packaging in 'as new' condition.

**Our procedure, once items have been returned to us is that:**

Item(s) will be tested as soon as is possible, and dealt with appropriately. Any goods reported as faulty, once tested are then found to be in good working order will not be eligible for replacement and will be returned (charges will be applied accordingly).

UK & EU Cancelled item(s) must be returned to ourselves within 10 days of receipt. Failure to return item within this time frame will automatically invalidate any notification of cancellation given.

Rest of World customers must contact our service department on +44 (0)1455 847097 to confirm timescale for return shipment.

**Please address all returns of this Goods only to: -**

Website Sales Returns  
Bachmann Europe Plc  
Moat Way  
Barwell  
Leicestershire  
LE9 8EY

## **Cancellation Policy**

Under the Consumer Protection (Distance Selling) Regulations 2000 (DSRs)<sup>3</sup> you have the legal right to cancel any order within 7 days of receipt of goods. Notification must be made formally in writing to ourselves and your statutory rights of cancellation only apply if Goods are unmodified, have been correctly used under normal conditions, and have been correctly stored, installed operated and maintained. In addition to the above, any statutory cancellation rights do not apply to electronic software or hardware that has been opened or unsealed. To cancel any order, either email us in the first instance at [ecommerce@bachmann.co.uk](mailto:ecommerce@bachmann.co.uk) or write to ourselves at:

Website Sales Returns

Bachmann Europe Plc  
Moat Way  
Barwell  
Leicestershire  
United Kingdom  
LE9 8EY

If you require help or assistance please telephone ourselves on +44 (0)1455 847097. Your statutory rights are not affected. Cancellation can either be by the company or the consumer and the boundaries for the limit of cancellation are as follows: -

### **Cancellation by the Company**

In certain circumstances Bachmann Europe Plc has the legal right to cancel an order placed by any customer. These include but are not limited to:

- Where we have insufficient stock to deliver the goods you have ordered or items are of limited edition product availability.
- Where we cannot obtain payment from you.
- Where a product, price, or offer description fault has been identified
- Where we do not or cannot deliver to your area/Country for a specified reason covered for reasons of non-capacity.
- Where we suspect that a criminal act may be occurring.

If your contract is cancelled you will be notified by e-mail and your account will be re-credited with any sum deducted by us from your payment card as soon as possible, to a maximum of within 30 days from date of your order.

We reserve the right to withdraw any Goods from this Website at anytime and remove or edit materials or content present on this website. Bachmann Europe Plc can refuse to process any financial transaction for any reason or refuse service to anyone at any time at their sole discretion.

Bachmann Europe Plc will not be liable to you, or any third party by reason of: - our withdrawing any Goods from this Website, whether or not those Goods have been sold; removal or editing any materials or content on the Website; refusal to process, unwind, or suspend any transaction after processing has begun.

### **Warranty & Service Procedures and rules**

Warranty service is 12 months from date of purchase and covers defects in manufacture only as declared on the Warranty statement contained with the item supplied model only. The terms of our warranty in this instance are: -

- DCC locomotives must be restored to factory shipping condition.
- Fault or failure due to decoder operation (other than those factory fitted by Bachmann) is not covered under any warranty service agreement.
- Bachmann Europe Plc cannot accept loss or liability for decoders or other devices subsequently fitted or modifications made to any model.
- Warranty is extended from Bachmann Europe Plc as a benefit of the contract with the retailer if the item is purchased from a retailer directly supplied by Bachmann Europe Plc. The terms of all Bachmann Europe Plc product warranties that are included with model(s) are available on our website <http://www.bachmann.co.uk/service/service.php> . Proof of purchase (e.g. supplier or retailers till receipt or invoice) will need should be retained as it is a condition of the Warranty.
- There is no Warranty from Bachmann Europe Plc on models bought second hand or from sellers not supplied by Bachmann Europe Plc (including private imports from the USA).
- Warranty Service does not cover cleaning or maintenance etc for which the currently applicable Service Charge may be levied even if the model is within its period of Warranty
- Bachmann Europe Plc can undertake to Service models that were either made within the last ten years or imported by Bachmann Europe Plc.
- We may levy a charge to cover the cost of returning a model to a customer when it is not possible to offer service. If appropriate, please call the Service Department to confirm service can be offered before sending a model.
- Models of other Brands handled by Bachmann Europe Plc may have their own Warranty and terms that may require sending the item to that supplier for attention. We are unable to offer to service to models that were not distributed

by Bachmann Europe Plc and service will be available only be for the length of time that the models are distributed by Bachmann Europe Plc.

- Bachmann Europe Plc may levy a Service Charge where there is no fault found with a model or to return a model that we are unable to service for any reason.
- The current Service Charges are advised on the website page [http://www.bachmann.co.uk/service/s\\_charge.php](http://www.bachmann.co.uk/service/s_charge.php).
- Unless specifically requested to do otherwise Bachmann Europe Plc will assume that the sender wishes work to be carried out on a model sent to us for service. We would advise the price before working if the cost is likely to be greater than £30 small scales / £50 G scale.
- Bachmann Europe Plc will provide a warranty on our work for 3 months from date of repair. This warranty applies to parts replaced and does not extend to any other parts on the model not replaced at that time.
- Payment. The cost will be advised after repair. If payment is not received within three months of advice the model will be disposed of. When payment is made by cheque the model may be held until any payment has been cleared.
- Unless otherwise arranged or advised models are returned by second class post with Recorded Delivery. In the event of loss / damage in to a model in the post it will be the responsibility of the recipient (the model owner) to claim compensation from Royal Mail in accordance with their compensation scheme in force. Their conditions of service will apply.
- Delivery or collection of models returned for service in person at the Bachmann Europe Plc premises at Barwell is by prior appointment only. We are not able to accept models at service at shows where the company is in attendance.

## **DCC Decoders**

1. Bachmann Europe Plc reserves the right to decline service to any model that is fitted with a DCC decoder. Decoders should ideally be removed from models not supplied by Bachmann Europe plc as “DCC Onboard”.
2. Bachmann Europe Plc will not be held responsible for damage to any DCC decoder not of factory standard fitted.
3. A decoders in a Bachmann ‘DCC Onboard’ model should preferably be set to an address of 3. It may be necessary to reset decoder CV values during service.
4. Bachmann Europe Plc may levy a charge where the cause of the problem with the model is found to be the DCC decoder settings or fitting.

5. The fitting of a decoder with a Warranty shall not change the Warranty position of a model that is otherwise outside its Warranty.
6. Bachmann Europe Plc is unable to assess running condition with any particular decoder.
7. Bachmann Europe Plc is unable to provide a decoder fitting service.

<b>Checklist for Warranty &amp; Returns Procedures &amp; Rules</b>	
Any item returned must be complete	Credit <b>will not</b> be given for 2 <sup>nd</sup> hand items
Item(s) split from complete sets <b>cannot</b> be returned for credit	Credit <b>will not</b> be given for split items
Individual items for warranty repair can be made	Receipt (or proof of purchase) of complete item will be required (mandatory) to validate warranty
Warranty is for 12 months from date of purchase	Consumer receipt with Bachmann Europe Plc invoice date and number will be required by returns department for validation (mandatory)
All returned items will be inspected and tested	Any misuse, damage or alteration will not be covered under the warranty agreement

## **Deliveries**

Bachmann Europe Plc agrees that once a contract has been accepted, delivery will be made to you within 30 days from receipt of approved payment. Should delivery not be made to you, a refund will be made under our normal returns procedure, except in the exceptional instance of Non-Capacity or Force Majeure listed below.

## **Non-Capacity or Force Majeure**

In exceptional circumstances, it may not be possible to deliver an item to you for the following reasons. Reasons for non-supply (which will be known as a Period of Incapacity) can include but are not limited to; sale or theft of intellectual license or property of the Company; war; fire; industrial action or dispute; economic incapacity or insolvency; natural disasters which result in loss such as earthquake or flood or hurricane or storm or typhoon; strike or lockout; sinking of ship at sea whilst goods in transit or loss by the catastrophic failure of other transportation means; seizure by customs or legal authorities or any other item of force majeure accepted as reasonable grounds for non-performance by the English law courts and legal jurisdiction.

In exceptional circumstances, items may be returned to ourselves for a “holding period” for delivery by other means or routes. In this instance, and only with your agreement and consent, we will route by other means. It is considered reasonable, that there may be a charge for storage, handling and re-delivery in such extreme circumstances.