

Bachmann Europe Plc

Website Sales

Terms and Conditions of Sale

The Terms and Conditions of Sale below apply to the use of this Website and by accessing this Website and/or placing an order for Goods to be directly supplied to yourself, you agree to be bound by the Terms and Conditions set out below.

These Terms and Conditions of Sale are applicable for items offered for sale on this Website only, and do not include offers made by approved Retail Outlets of Bachmann Europe Plc, or contracts made by customers purchasing items from these outlets. Those contracts are legally independent of Bachmann Europe Plc and no liability will be accepted or can be legally enforced with regard to third party contracts made with these independent organisations.

Before you place an order, if you have any questions relating to these terms and conditions or any problems when attempting to order online then please contact ecommerce@bachmann.co.uk.

Definitions

Definitions of terms used in this agreement in these Terms & Conditions of Sale are as follows: -

Bachmann means Bachmann Europe Plc.

Company means Bachmann Europe Plc.

Customer means the person who order goods at the RRP stated on this website under this agreement for the sale of Goods and whose order is accepted by Bachmann.

Retail Outlets means independent approved stockists of Bachmann products.

RRP means Recommended Retail Price including V.A.T. applicable for UK and EU goods for sale at the time of ordering.

Terms and Conditions means the terms and conditions of sale indicated within this agreement.

Goods means this product only displayed for direct sale only on the Website.

Website means the website located at www.bachmann.co.uk or any subsequent URL which may replace it.

V.A.T. Value Added Tax applicable at current U.K. rates at the time of ordering.

You means a user of this Website.

We reserve the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website.

We also reserve the right to change the Conditions from time to time.

Damage to your computer

Bachmann Europe Plc makes every effort to ensure that this Website is free from viruses or defects. The Company cannot guarantee that your use of this Website or any other websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the Website and screen out anything that may damage it. We will not be liable to any person for any loss or damage which may arise to your computer equipment as a result of using this Website.

Description of Goods

Bachmann Europe Plc take reasonable care to ensure that all details, descriptions and prices of Goods appearing on the Website are correct at all times and aim to keep the Website as up to date as possible.

Packaging may vary from that shown. Any weights, dimensions and capacities given are approximate only.

Bachmann Europe Plc have made every effort to display as accurately as possible the colours of our products that appear on the Website. However, as the actual colours you see will depend on your computer monitor, Bachmann Europe Plc cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery. To the extent permitted by applicable law, Bachmann Europe Plc disclaim all warranties, express or implied, as to the accuracy of the information contained in any of the materials on this Website.

Bachmann Europe Plc shall not be liable to any person for any loss or damage which may arise from the use of any of the information contained in any of the materials on this Website. Bachmann Europe Plc confirm that all our Goods, where applicable conform to the CE (Conformité Européenne/European Conformity) Marking Directive by independent accredited test laboratories or other similar international standards.

Availability

All items are subject to availability. If during processing we discover for any unforeseen reason that we cannot complete the order we will cancel the order and email you explaining why (for instance a stock shortage, inability to obtain payment for a product, or product description fault).

Please note, in rare instances, an item may become unavailable prior to your checking out. If this happens, you will be notified that the item is no longer available during the checkout process. If one item is out of stock we will only ship the available goods and your payment method will be debited with the value of the despatched goods rather than the whole order value.

We will not supply substitute products without contacting you first.

Prices

All prices displayed are inclusive of V.A.T. applicable at the point of sale and are payable in Pounds Sterling (GBP).

Prices payable for Goods are exclusive of delivery (charged as separate item) and may be subject to payment of additional delivery charges such as insurance costs, customs duties, special handling charges and/or packaging charges not included on this website. These additional charges are payable on entry to your country by you (as appropriate).

Bachmann Europe Plc has the right, at any time, to revise prices to take into account increases in costs. These include (without limitation) costs of agreed changes in any taxes, duties, levies or exchange rates or costs arising as a result of site conditions, delays, interruptions, lack of information and any other factor beyond the control of Bachmann Europe Plc.

Payment

Payment may be made by any of the methods indicated on the Website. Goods will not be shipped unless payment is received in full. We will pass on your bank/credit card details to the Barclaycard Payment Interface for processing.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

Payment is automatically authorised online and your credit/debit card will be charged when the order is accepted.

Orders and Delivery

Unless otherwise specified, all delivery charges must be paid by You. Delivery shall be made at the address specified by you at the time of ordering. Bachmann Europe Plc will make every effort to deliver within the times specified and we shall use our best endeavours to deliver the Goods to you within 30 working days from the confirmation of order.

Any times or dates given for delivery of the Goods are only estimates given in good faith and are not conditions or warranties of contract. We recommended that if goods are required for a specific date they are ordered well in advance to avoid any disappointment.

Delivery charges may vary dependent on the type of products ordered and the service you select and can only be refunded in accordance with your legal rights under the Consumer Protection (Distance Selling) Regulations 2000 (DSRs)³

Passage of Title

At the time the Goods are delivered to the shipping address given by you, then the risk in the Goods shall pass to you. Thereafter you shall be solely responsible for the custody and maintenance of the Goods.

Damaged or Defective Goods, Cancellation Rights & Returns

Bachmann Europe Plc want 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

If, in the unlikely event, your goods arrive in a damaged condition you must inform us as soon as is practically possible and in any event no later than five days after delivery to you. Failure to do so will deem that you have accepted the goods.

Should goods become defective within a warranty period you must inform us as soon as is practically possible and in any event no later than five days after discovery. Any Goods returned either under warranty or rights of cancellation must be unmodified, have been properly used under normal conditions and been properly stored, installed and maintained. Goods (or parts) thereof should be returned to us its original packaging together with supporting documentation giving the Bachmann Europe Plc invoice number and the nature of the defect or shortage.

Warranties and returns procedures applicable in this instance are for items purchased direct by customers from this website only and is not applicable to items purchased by Bachmann Europe Plc approved Retailers, International Distributors or event sale items.

For further information on returning goods, please refer to our Website Sales - Damaged or Defective Goods, Cancellation Rights & Return Policy ([downloadable file](#)). If for any reason a replacement is not available for a damaged or defective item then we will refund the value of the returned goods by the original payment method.

Consumer Cancellation rights

Under the Distance Selling Regulations you have the legal right to cancel your order within seven working days of receipt of the goods.

Your right to cancel only applies if the Goods are unmodified, have been properly used under normal conditions and have been properly stored, installed and maintained. For further details or to cancel your order, please refer to Website Sales - Damaged or Defective Goods, Cancellation Rights & Return Policy ([downloadable file](#)) or telephone us on +44 (0)1455 847097.

Cancellation by Bachmann Europe Plc

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 a 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 under acts of force majeure.
- 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, within a maximum of 30 days from date of your order. For further details please refer to our Website Sales - Damaged or Defective Goods, Cancellation Rights & Return Policy ([downloadable file](#)) or telephone us on +44 (0)1455 847097.

Legal Notices

There are legal notices on other areas of this website which relate to your use of this website, all of which will, together with these terms & conditions displayed, govern your use of this Website.

Law and Jurisdiction

This Website, any content contained herein and any contract brought into being as a result of usage of this Website are governed by and construed in accordance with English Law. The parties to this contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

Severance

If any part of these Terms and Conditions of Sale are deemed unlawful, void, voidable or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and Conditions of Sale and will not affect the validity and/or enforceability of any remaining provisions of the Terms & Conditions of Sale.

Survival

Each provision of the Terms and Conditions of Sale shall be construed as separately applying and surviving even if, for any reason, one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Contact

Should you require any further details or assistance on any legal matter concerning these Terms and Conditions of Sale please correspond in writing to: -

E-commerce Department (Legal)

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