

TERMS AND CONDITIONS

WE ADHERE TO THE DISTANCE SELLING POLICY 2000.

We allow a 7 day returns policy providing the goods are unused and are fit for re-sale. Electrical items will not be accepted under any circumstances if packaging is opened. Shipping costs will not be refunded and the cost to return an item is the responsibility of the purchaser.

NOTE:- THIS WILL NOT APPLY IF THE GOODS PURCHASED ARE NOT PART OF OUR NORMAL STOCK AND HAVE BEEN SPECIALLY ORDERED OR MANUFACTURED TO YOUR SPECIFICATION OR REQUIREMENTS AND WILL THEREFORE FALL OUTSIDE OF THE NORMAL DISTANCE SELLING REGULATIONS.

Your statutory rights are not affected

Please read the terms and conditions listed below which regulates the use of the website, and constitutes the basis of the relationship between you and us which is for the provision of quotes and the sales of parts and services.

1. USE OF THE WEBSITE

The use of this website "middlesextuningcentre.co.uk" (The website) is based strictly on the terms & conditions set out below. Thus, if you "DO NOT" agree to these terms and conditions, you MUST cease all use of the Website immediately. You may print and keep a copy of these terms for your personal reference, as they form a legal agreement between you and us which can only be modified with our consent.

2. THE PURPOSE OF THE WEBSITE

To provide you with quotations for the supply of parts from stock or by special order or manufacture.

3. GENERAL

- i. Middlesextuningcentre.co.uk is a website which provides a service for new, used and reconditioned vehicle parts across the United Kingdom subject to:
 1. You completing a parts request form.
 2. Upon completing a part request form, you agree to provide basic details of your vehicle make, model, year, engine capacity, part(s) requested and or OEM numbers, descriptions and any additional information that will assist in identifying the correct part required.
 3. Provision of your personal contact details comprising of your names, postal code, email address, fax, mobile and any other contact telephone numbers.
- ii. By completing the parts request form, you give consent to allow us to forward all the information you have registered and provided on the website, to our suppliers for the purpose of obtaining quotes and the supply of goods or services in response to your enquiry.
- iii. We deem a quote to have been provided only when we have communicated this fact to you.
- iv. All quotes and references will be stored for a period of thirty days for your convenience, from the date it is first quoted.
- v. By providing quotes in response to your enquiry, we do not guarantee that the parts are reserved specifically for you, because each enquiry is on a first come first served basis.

4. COMMUNICATION

We use several means of communication to facilitate the forwarding of the quote(s) you have requested which comprises of:

i. Emails

1. Where a valid email address is provided, the first email received from us will be an email which contains information about the enquiry you have submitted to the system, which contains your details and a price quotation.
2. Email notification of our quote requested will contain the following information only:
 - a. The price quoted
 - b. The condition of the part i.e. used, new or reconditioned.
 - c. Where applicable the carriage costs for the part and any other additional notes attached to the part.

ii. Customer login area

This is a utility hosted by Middlesex Tuning Centre Limited on it's website to be used for the purpose of supplying information to our members only.

1. To use this facility you need to enter your reference and pin number which is generated on screen and sent to you by email.

iii. By Telephone

- a. We will use this option where contact is required to obtain further information on the part you require, we will record the information given to try to ensure no errors are made.
- b. Please note that all information given by phone is given in good faith.
- c. We do not accept responsibility for the accuracy or the contents of the quotes provided.

5. THE AGREEMENT BETWEEN YOU AND US

- i. The agreement between you and us is for the provision of "quotes and parts supply".
- ii. You accept that the communication of any quotes to you by us is provided subject to your initial request and the provision of all required information.
- iii. By using the website and our service, you acknowledge and accept that all information provided in the form of quotes, arises at your behest by the completion of our online parts request form with your personal contact and vehicle details.
- iv. We do not accept any responsibility for errors entered on the part request form as it is your sole responsibility to ensure that all appropriate data is entered correctly and appropriately reviewed before submitting it to us.
- v. By submitting your information to us you accept that your request is for quotes and supply and constitutes a Contract for the supply of goods or services on our part.
- vi. You must be 18 years of age or older to use this website.

6. ACCURACY OF INFORMATION

Middlesex Tuning Centre Limited does it's best to ensure that all information found on the Website is accurate and correct to the best of our ability.

If you find any information on the Website which is inaccurate or wrong, please let us know and we will endeavor to correct it, where we agree, as soon as is reasonably practical.

Important: our Warranties, Liabilities and Disclaimers are generally set out in clauses 10, 11 and 12 below.

7. INFORMATION AND LINKS TO OTHER WEBSITES

- i. All information ("the information") made available to you through our Website is provided subject to your request for new and used vehicle spare parts, which are derived from a variety of spare part's suppliers across the Country.
- ii. Consequently, whilst we agree to use reasonable care in all our endeavors regarding our website, we do not warrant that the information provided by spare part's suppliers, which is forwarded to you as quotes is true, correct or complete and further we exclude all the conditions, terms, warranties both express and implied, statutory or otherwise in respect of the provision of quotes as requested by you to the fullest extent permitted by law.
- iii. We make no representations whatsoever about any other websites which you may access through our Website or which may link to our Website.
- iv. When you access any other website you understand that it is independent from us and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that we endorse or accept any responsibility for the content, or the use of such a website, and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource.
- v. Any concerns regarding any external link should be directed to its website administrator or web master.
- vi. You must not use our Website in any way that breaches the terms of any current legislation or in any way that is deemed unlawful.
- vii. You must not do anything which breaches the security of our Website as we may pursue you for all consequential loss or damages suffered as a result of your actions.
- viii. You must ensure that your login details are kept secure and confidential at all times.

8. PROVISIONS OF SERVICE

Access to the main website is provided free of charge but subject to the terms and conditions contained in this agreement.

- i. We will endeavor to ensure that access to the website is available 24 hours a day however, we do not accept any liability for our failure to do so, for events arising from acts of God, terrorism or warfare that is beyond our control.
- ii. We may for operational reasons, and at our sole discretion change the domain names which the Website is made available under; or suspend the provision of the Website for cyclical maintenance or because of a fault, without prior notice.
- iii. In certain circumstances we may be prevented or hindered in providing you with access to the Website or communicating with you through the website due to circumstances beyond our control.
- iv. Such circumstances, shall include but not be limited to acts of God, fire, storms, power shortages, Internet Service Provider, Hosting Provider, which effect connections to the Internet as well as server crashes, deletion, corruption or loss of data, acts of war and terrorism.

In the unfortunate event of such circumstances arising, we shall use our best endeavors to mitigate any impact caused by carrying out all and any obligations or duties in other ways available to us which are reasonable and practical at the time.

All parts images are provided as a guide and may not be exactly as illustrated. All transactions taking place may be cancelled at any time by Middlesex Tuning Centre Limited however, if payment has already been completed a full refund will be given if no products have changed hands.

We reserve the right to withdraw any product from sale at any time without cause or reason. We reserve the right to cancel any purchase at any time even after money has changed hands however, we will refund any money taken for an item that has been withdrawn from sale.

We allow a 7 day returns policy providing the goods are unused and are fit for re-sale. Electrical items will not be accepted under any circumstances if packaging is opened. Shipping costs will not be refunded and the cost to return an item is the responsibility of the purchaser. **NOTE THIS WILL NOT APPLY IF THE GOODS PURCHASED ARE NOT PART OF OUR NORMAL STOCK AND HAVE BEEN SPECIALLY ORDERED OR MANUFACTURED TO YOUR SPECIFICATION OR REQUIREMENTS AND WILL THEREFORE FALL OUTSIDE OF THE NORMAL DISTANCE SELLING REGULATIONS** *Your statutory rights are not effected*

9. PRIVACY AND INFORMATION PROVIDED TO US

The privacy of our customers is of utmost importance and no personal information is collected or distributed by Middlesex Tuning Centre Limited when viewing pages, or when navigating. We also do not collect or harvest the email addresses of people who email us

directly. We only use them to respond to your queries. We do not give, sell or transfer any personal information to a third party unless it is for the purpose of goods dispatch. However, if you wish to be contacted in the future, for any other purpose than your initial enquiry, please complete the tick box on the contact us page:-

- i. The following applies to any information you provide us, for the purpose of satisfying your request for a spare part quote;
 - a. By requesting a quote on our website you authorise us to use, store and process any personal information which identifies and relates to you, including but not limited to your name and postal code, for the purpose of providing you with a spare parts quote.
 - b. In this regard you authorise us to expend reasonable efforts in obtaining comparable quotes for new and used parts to the best of our abilities, and this shall include liaising with a variety of spare parts suppliers across the country, our successors (including the purchaser of the whole or part of our business), associates, sub-contractors and other authorised third parties to contact you.
 - c. You may liaise with us in writing to formally request disclosure about the data we hold on you under the Data Protection Act 1998 by writing to the Data Controller at Citynet Datacom Ltd, PO BOX 4270 London W1A 7WP, along with a cheque to cover our reasonable processing charges as provided for by law.
 - d. By providing personal information and requesting a quote for spare parts on the website, you agree that we may collect information about your vehicle and enquiry for the purposes of collating information to enable us to send you future offers that arise from time to time.
- ii. By using our website to request quotes for spare parts you agree to ensure that all pertinent information pertaining to your identity, vehicle, model, parts requested and other vital information shall be provided correctly and that where errors occur no fault shall lie with us.
- iii. You are responsible for ensuring that the vehicle registration mark interface correctly displays your vehicle registration, before submitting your request as this is a service provided by a third party, which we have no control over and do not accept any responsibility for, regarding its contents.

10. WARRANTIES AND GUARANTEES

Middlesex Tuning Centre Limited offers a warranty, to the original purchaser for the repair or replacement of the supplied or fitted parts for a period of 12 months from the date of purchase. Proof and date of the original purchase and purchaser will be required before any warranty can be contemplated. Units for which a claim is being made must be returned to Middlesex Tuning Centre Limited complete. Any attempt to dismantle or repair the unit will invalidate the conditions of the warranty. The warranty does not cover the cost of any labour or materials required to remove or reinstall the part, or any other ancillary costs other than those directly attribute to the repair or replacement of the part itself. All other liabilities such as indirect or consequential loss (including loss of profit) are expressly excluded.

No warranty is offered for any part supplied by Middlesex Tuning Centre Limited used for competition purpose, or in any case where manufacturer's standard settings have been changed or any device is used to modify them.

Proof may be required of proper maintenance of manufacturer's routine service levels and intervals, (with particular regard to oil and filter changes for turbochargers). Failure to comply with manufacturer's service requirements will invalidate this warranty.

Other products supplied by Middlesex Tuning Centre Limited will carry the conditions of guarantee as specified by their manufacturers.

This warranty is in addition to, and does not detract from the contractual rights that you have under statute and common law.

11. LIMITATION OF LIABILITY

- ii. Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you may have as a consumer, under applicable law or other statutory rights that may not be excluded nor in any way do we seek to exclude or limit our liability to you for death or personal injury.
- iii. You agree that the Middlesex Tuning Centre Limited acts as the provider only subject to your written request and confirm that you will take all appropriate measures and advice prior to acting on any quote received to ensure that the goods involved are fit for your purposes, meet what you consider to be a satisfactory merchantable quality and above all leave you in a fitting and satisfactory position ensuring that you are fully aware of all the conditions involved as a buyer in your own name.

- iv. In light of the provisions of Clause 11 (iv) above, you accept and confirm that where you act as a buyer for spare parts in your personal or professional capacity, it is your responsibility to ensure that all appropriate steps are taken to ensure that you are aware and satisfied with the quality of any goods involved as well as the terms of business.

12. DISCLAIMER

By visiting this site you are regarded to have accepted the following terms of reference:

Considerable efforts have been made to make information contained in this website as accurate as possible, but no guarantee is implied. Middlesex Tuning Centre Limited is not an authorised manufacturer's distributor of parts. Manufacturer's part numbers are used for reference purposes only. Applications and prices may vary and should only be viewed as guidance. To obtain definite price(s) please contact us.

Middlesex Tuning Centre Limited shall have neither liability nor responsibility to any person or organisation with respect to any loss or damage arising from information or the use of information from this website.

This website may contain links to other sites. Middlesex Tuning Centre Limited is not responsible for the privacy practices, actions, or the content of any such websites.

- i. We do not promote, endorse, guarantee or recommend any manufacturer's products and neither are we affiliated with any companies.
- ii. In providing comparative quotes, we do not guarantee the availability of any parts.
- iii. It is your responsibility to ensure that all the information contained in the quote meets your requirements, as we will not be liable for any losses or damage which may occur.

13. COPYRIGHT AND TRADEMARK©

All material on this website (including text and images) is, unless otherwise stated, the copyright of Middlesex Tuning Centre Limited, or used by permission from our suppliers. Usage of any part of this website is prohibited unless formal written permission is obtained beforehand from Middlesex Tuning Centre Limited.

- i. You acknowledge that all intellectual property rights in and to our Website is and shall remain the exclusive property of Middlesex Tuning Centre Limited.
- ii. The Middlesex Tuning Centre Limited Logo is our exclusive property and must not be used or infringed in any way as this will result in litigation and an account for any profit generated without our prior authorisation.

14. MISCELLANEOUS

If any provision or terms set out above shall become or be declared illegal, invalid, or unenforceable for any reason whatsoever, such term or provision shall be excluded from the other terms and provisions, which will still be construed as all the terms and conditions governing this agreement for the provision of quotes.

Service of any notice under this Agreement shall be deemed to have been duly given if it shall have been left at or sent by post to us at our registered office or in the case of a notice sent to you at an address which you have provided us or such address that we can establish from any details that you provide.

Any delay or failure by us to exercise a right or remedy shall not constitute a waiver of such rights or remedies and shall in no way effect our right later to exercise them.

15. LAW

- i. Any person who is not party to these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms set out herein. This clause does not effect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- ii. This agreement shall be governed by and construed in accordance with the laws of England and Wales and you hereby agree to submit to the exclusive jurisdiction of the English courts.

We reserve the right to change these terms and conditions from time to time at our discretion, which you will be notified of on our Website.

USEFUL INFORMATION FOR YOUR BENEFIT

A. YOUR CONSUMER RIGHTS

Generally the inclusion of terms and conditions in an agreement do not and should never exclude or effect any of your consumer rights except where you are notified of special circumstances in a clear and obvious manner beforehand.

If special circumstances apply and or you do not agree with them or they do not appear sufficiently clear, you are advised to seek independent legal advice or look to the clause below for some simple consumer guidance and enquiries.

B. WHERE TO GO IF YOU HAVE GENERAL CONSUMER ENQUIRIES

For a variety of reasons you may have enquiries which may not be covered in a manner that fully satisfies you. For your ease of reference we have listed a number of consumer bodies and government department links below which will be able to assist you further.

They include:

- i. Consumer Direct at: www.consumerdirect.gov.uk (Tel: 08454 04 05 06). This is a consumer interest group that deals with consumer enquiries and complaints.
- ii. The Association for Payment Clearing Services (www.apacs.org.uk) publishes advice for cardholders. www.apacs.org.uk/resources_publications/key_facts.html
- iii. The Office of Fair Trading (www.oft.gov.uk) deal with complaints received from consumers against Companies. Full details should be forwarded to enquiries@oft.gsi.gov.uk or you can contact OFT Enquiries on 08457 224499.
- iv. For issues regarding faulty goods and your rights, please refer to the [Sale of Goods quick facts](#) for further information.
- v. For legal help and proper explanations of the law you may also contact your local Citizens Advice Bureau (www.nacab.org.uk) who can give you advice about your rights under the current law.