

Terms and Conditions

1. General

- 1.1 These terms and conditions apply to the use of our website www.powerelectrics.com/onlinestore.
- 1.2 By using, registered with, or ordering from our website you agree to be bound by these terms and conditions.
- 1.3 If you do not accept these terms and conditions, do not use, register with, or order from our website.

2. Supply

- 2.1 We supply to the UK only. We will not supply to countries outside of the UK unless prior arrangement.

3. Privacy Statement

- 3.1 We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).
- 3.2 We collect information about you for 2 reasons: firstly, to process your order and secondly, to provide you with the best possible service.
- 3.3 We will not email you in the future unless you have given us your consent.
- 3.4 We will give you the chance to refuse any marketing emails from us, both at the time of placing an order and at any point in time. All you have to do is contact parts@powerelectrics.com and we will immediately remove you from our email database.
- 3.5 The type of information we will collect about you includes; your name, address, telephone number and email address.
- 3.6 You can check the information that we hold about you by telephoning us. If you find any inaccuracies we will delete or correct them promptly.
- 3.7 If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first.

4. Delivery Charges

- 4.1 Delivery is free to mainland England, Wales & Scotland with the exception of Highlands and Islands where a charge may apply.
- 4.2 Many Scottish and offshore postcodes will incur an additional delivery charge. This is calculated based on the item ordered and the delivery postcode. We will inform you prior to processing your order of any additional delivery charges applicable to your order, at which time you have the right to accept these, or to cancel your order. If you would like to receive a pre-order quote for delivery to your postcode please email us via the parts@powerelectrics.com address for a personal quote.

5. Delivery Information

- 5.1 Delivery is usually 3-4 working days. This can vary on certain brands of generator sets; these can take up to 5-14 working days. Please feel free to contact us before, or after ordering to check. In doubt please call for more accurate delivery time. All deliveries are subject to availability. In the unlikely event of there being a delay we will contact you by email. Delivery is normally between 8:00am and 6:00pm weekdays (Monday to Friday).
- 5.2 Please note that whilst we try to ensure deliveries and collections run as smooth as possible, we cannot be held responsible for non-delivery or collections of items on a particular day. We will not be liable to you for any direct or indirect loss, damage or expense (including loss of profit, business or goodwill), howsoever arising out of any problem you notify us of under this condition and we shall have no liability to pay any money to you by way of compensation.
- 5.3 You must inspect your consignment before signing any paperwork and sign for it accordingly if damaged or refused delivery of the goods if necessary.

6. Damaged or Missing Items

- 6.1 If parcels are damaged or items are missing you should either refuse the delivery completely or sign for the parcels as being 'DAMAGED' on electronic pads this can be handwritten before adding your signature. If you accept a delivery that you subsequently realize is damaged, you must report this within 24 hours by emailing parts@powerelectrics.com or calling Power Electrics main head office on 0370 850 0858. If the number of parcels does not match or correspond to the consignment note, this must be stated as 'SHORT DELIVERY'.

6.2 It is your responsibility to ensure that the actions above are followed BEFORE SIGNING. Mistakes cannot be rectified once the number of packages has been signed for.

6.3 All carrier related damages and discrepancies must be reported to us within 2 working days. We will not be responsible for any carrier-related damage or loss reported outside of this 2-day period.

7. Cancellation Rights, Returns and Cooling Off Period

7.1 You have the right to cancel the purchase contract within 14 days or the option to return any product within 14 days of receipt.

7.2 To exercise your right to cancel you must inform us of your decision to cancel by a clear statement. We recommend submitting a cancellation request via email to parts@powerelectrics.com this is because it provides a clear record of your request and a thread of any communications between you and us.

7.3 Goods must be returned in an unused state in their original packaging. You, as 'the consumer' are liable to pay for the cost of returning the goods to ourselves. Alternatively we can arrange to collect the item from you but you will be liable for the collection charge. Please contact us by email at parts@powerelectrics.com to raise a collection request or notify us of a return, where we will acknowledge your request and confirm any costs involved.

7.4 All items returned in accordance with the Consumer Contracts Regulations (2014) are inspected and where necessary tested by Power Electrics Generators Ltd.

7.5 Providing the goods are received in an 'as new' condition and have not been used or tested by you, 'the consumer', then a full refund (less any previously agreed return carriage costs) will be made within 14 days of receipt of the goods. If the goods have been used or tested and therefore cannot be classified 'as new', then a reasonable deduction will be made and you will be notified by email in this instance.

8. Faulty Goods and Warranty

8.1 All goods supplied by Power Electrics Generators Ltd are covered by a full manufacturer's warranty. Please refer to your owner's manual for confirmation of your warranty period.

8.2 You will require your invoice as your proof of purchase. If you require a copy please contact us via our parts department and one will be provided.

8.3 For faults discovered on delivery please report these by email at parts@powerelectrics.com or phone 0370 850 0858 and we will offer further advice. In the event that an item is collected due to a fault the goods will be inspected in our workshop and repaired or replaced within a reasonable time frame.

8.4 Any item found not to be faulty will be subject to a charge. Charges are item specific and available on request. You will be notified of any charges before any non-faulty goods are returned to you. This does not affect your statutory rights.

8.5 If you have to hire a machine whilst your equipment is being repaired, Power Electrics Generators Ltd, nor the manufacturer of your equipment are liable, or will compensate for any hire charges that you may incur.

8.6 It is the customer's responsibility to transport the equipment to us and you will be liable for any carriage charges if you have to ship your item via carrier to us, or back to the manufacturer, or their appointed dealer, or agent for repair.

8.7 We are a UK only supply company and we cannot offer warranty assistance to machines that customers have exported to foreign countries. Any problems would have to be dealt with by the relevant manufacturer's service dealer within that country or the machine will need to be returned to the UK at the customers expense for repairs by a UK dealer. Return carriage would be at customers expense.

8.8 Please be advised that most fuel related problems are not covered under warranty. This type of repair will be chargeable. For more advice contact the parts department.

8.9 You must keep all boxes or pallets for up to 14 days after delivery. Failure to do this will incur a charge to supply and deliver a replacement.

9. Prices

9.1 All prices do not include VAT at 20% and this will be added at the checkout procedure stage of the sale.

10. Payment Options

10.1 You have the option to purchase online through SagePay. Alternatively you can choose 'Payment by Invoice' and one of our sales staff will contact you to take payment. Please be advised that you can only select this method of payment if you are having the goods delivered to the card holding/card billing address. Please note we are unable to take a complete order over the telephone due to the Consumer Contracts Regulations (2014) and the requirement therein.

10.2 You can also pay by cheque or bank transfer against a pro-forma invoice. To choose either of these methods, please place your order online, select 'Payment by Invoice', and then one of our sales team will contact you to provide details of payment, please state that you require a pro-forma invoice. In these instances the goods will be dispatched once cleared funded are received.

11. Cancellation By Us

11.1 We reserve the right to cancel the contract between us if:

We have insufficient stock to deliver the goods you have ordered, or

We do not deliver to your area, or

One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our supplier.

11.2 If we do cancel your contract we will notify you by email and will re-credit your account any sum deducted by us in relation to the order. We are not obliged to offer any compensation for disappointment suffered.

12. Availability and Refunds

12.1 Whilst we endeavor to hold sufficient stock to meet all our orders we cannot be held responsible, or offer any compensation for any disappointment endured, if we fail to meet our designated delivery time, or fulfill an order. All orders are subject to availability.

12.2 If we are unable to deliver with our specified time we will endeavor to contact you. We will try to arrange an alternative time that is suitable for you. If this is not acceptable, you have the option to cancel your order and you will receive a full refund.

13. Security and Peace of Mind

13.1 All online orders placed with us are processed through a secure server (SSL). This secure server encrypts all information disclosed to us and/or our payment processors (SagePay) before it is transferred from your computer or other internet-connected device. This ensures that your details are not accessible by any third parties. We take the subject of fraud very seriously and adhere strictly to the code of practice as set down in the UK Data Protection Acts of 1984 and 1998. We do not keep records of your details that would be accessible by other parties online and we will not contact you unless your permission is given.

14. Credit / Debit Card Information

14.1 We do not store, or have access to your credit, or debit card information. This is all done for us by SagePay. They never give your card details to us and they process your payments for us, handling all your sensitive financial information on our behalf.

15. Disclaimer

15.1 Whilst we endeavor to ensure that the information on this website is correct, we do not warrant the accuracy and completeness of the material on this website. We may make changes to the material on this website, or to the products and prices described in it, at any time without notice. The material on this website may be out of date, and we make no commitment to update such material.

15.2 The material on this website is provided 'as it' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to this website.

15.3 Our policy of continually updating products could mean that certain details and prices held within the site may be changed without prior notice. All specifications and images are true to the best of our knowledge. We cannot be held responsible for any errors in images, or product details as supplied to us and all dimensions are approximate.

16. Liability

16.1 Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1997); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

16.2 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

16.3 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including reasonable legal fees) arising out of any breach of the terms and conditions by you, or your use of this website, or the use by any other person using your registration details.

17. Copyright, Intellectual Property and Images

17.1 Logos, graphics, text and all other content within this website are the copyright and intellectual property of Power Electrics Generators Ltd and/or the respective manufacturers or suppliers.

17.2 Permission is granted to electronically copy and print portions of this site for the purpose of placing an order with us. Any other use of information on this site without the prior written permission is strictly forbidden.

17.3 Whilst we endeavor to ensure that images are correct and a true representation, please be advised that we cannot be held responsible for incorrect images. Please contact us if you need any verification on product images.

18. Statutory Rights

18.1 These terms and conditions do not affect your statutory rights as a consumer.