WFTR Terms and Conditions of Sale and Purchase

1.0 General

- 1.1 This website is operated by Windsor Forest Tr's ("WFTR") for the <u>exclusive</u> use of official members of the Windsor Forest TR's Group ("Customer") who are duly registered members of the TR Register Car Club. Throughout the site, the terms "we", "us" and "our" refer exclusively to WFTR.
- 1.2 WFTR provides this website, including all information and products available, to the Customer, conditional upon their acceptance of these Terms and Conditions of Sale and Purchase ("Terms").
- 1.3 By visiting our site and/ or purchasing a product from us, Customer is deemed to have accepted these Terms in full. These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and, or contributors of content.
- 1.4 Customer is advised to review these Terms carefully before using our website.
- 1.5 Any new features that are added to the current store shall be subject to the same Terms.
- 1.6 We reserve the right to update, change or replace any part of these Terms at any time. Customer is advised to check this page periodically for any such changes. Customer continued use of or access to the website following any changes to these Terms will constitute their acceptance of any such changes.

2.0 Payment and Price

- 2.1 Three payment options are available to our Customer.
 - 2.1.1 By making an electronic BACS transfer to the WFTR club bank account, using the reference provided on your order acknowledgement. This is a zero-cost option. However, you will need to notify us by email at shop@wftr.co.uk when the transfer has been completed to allow us to continue to process your order.
 - 2.1.2 By using your personal PayPal account. Please note that this option will attract an additional transaction charge of 4.0% of the total order value which will be automatically added by PayPal to your total order at checkout.
 - 2.1.3 By sending a cheque to the WFTR treasurer. Again, this is a zero-cost option but may result in an additional delay in the processing of your order.
 - 6 Florence Close, Yateley, Hants, GU46 6PH
- 2.2 Prices for the products offered are subject to change without notice. We will however honour the price of all orders received prior to publication of a price change on the website.

3.0 Modification

- 3.1 We reserve the right at any time to modify or discontinue the website (or any part or content thereof) without notice.
- 3.2 We have no liability to Customer or to any third-party resulting from any modification, price change, suspension or discontinuance of the website.

4.0 Products and Warranty

- 4.1 Products are available exclusively online through this website. These products are subject to return or exchange only according to our 'Return Policy' (see clause 6.0 below).
- 4.2 We have made every effort to display as accurately as possible the colours and images of our products that appear in the store. We cannot, however, guarantee that Customer computer monitors display of any colour will be true and or accurate.
- 4.3 We reserve the right to limit the sales of our products to any person, geographic region or jurisdiction. We will exercise this right on a case-by-case basis. All descriptions of products or product pricing are subject to change at any-time without notice, at our sole discretion. We reserve the right to discontinue any product at any time.
- 4.4 WFTR warrants to Customer that Products will be free from defects in materials, workmanship and design for a period limited to **30 Days** from the date of delivery. This warranty does not apply to reported defects resulting from improper use, fair wear and tear or actions resulting in accidental or wilful loss or damage.
- 4.5 In these circumstances the shop administrator must be contacted at shop@wftr.co.uk within 30 days of the initial receipt of the product for a claim to be valid.

5.0 Collection/Delivery

5.1 Normally, any ordered merchandise will be available for collection at club meetings or club events as appropriate. In special circumstances merchandise can be delivered to a specific address at an extra cost. Please contact the shop administrator at shop@wftr.co.uk should you wish to make such an arrangement.

6.0 Returns Policy

- 6.1 A product may be returned only if it is unworn, in their original packaging and the product is returned within 30 working days from its initial receipt. All returns will be subject to a 25% re-stocking charge.
- 6.2 Please contact the shop administrator at shop@wftr.co.uk to arrange for the return of any item. If a returned garment is subsequently resold, then the re-stocking charge may be refunded.

7.0 Account Information

- 7.1 Customer agrees to provide current, complete and accurate purchase and account information for all purchases made at our store. Customer further agrees to promptly update their account and other information, including email address, so that we can contact them as needed.
- 7.2 We reserve the right to refuse any order placed with us by anyone who is not a verifiable member of WTFR. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

8.0 Personal Information

8.1 Customer submission of personal information through the store is governed by our Privacy Policy which is freely available for review on this website.

9.0 Errors, Inaccuracies and, or Omissions

9.1 Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website is inaccurate at any time without prior notice (including after Customer has submitted an order).

10.0 Limitation of Liability

- 10.1 Notwithstanding any other provision in the Terms, WFTR its officers and members shall not be liable to Customer or any Third Party for any indirect, special or consequential loss, damage, expenses or costs or any other claims, for whatever reason.
- 10.2 Use of the website is entirely at the risk of the Customer.

11.0 Severance

11.1 If any provision of the Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms, and the remainder of the provisions in question, shall not be affected.

12.0 Entire Agreement

12.1 These Terms supersede all prior Terms, agreements, arrangements and understandings between WFTR and Customer and constitutes the entire agreement between the parties relating to the subject matter of these Terms.

13.0 Governing Law

13.1 These Terms shall be governed by and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

14.0 Changes to Terms

14.1 WFTR reserves the right at any time to supplement or change these Terms to reflect changes in market conditions, good practice, relevant laws or for any other reason. Continued use of our website following the posting of any such changes will constitute Customer acceptance of such changes.