

Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

- 1. Our Contract**
- 2. Ordering**
- 3. Price and Payment**
- 4. Delivery & Title**
- 5. Availability**
- 6. Manufacturer's Warranties & Guarantees**
- 7. Cancellation, Returns & Refunds**
- 8. Liability**
- 9. Termination**
- 10. Events beyond Our Control**
- 11. General**
- 12. Contact Details**
- 13. Alternative dispute resolution**

1. Our Contract

1.1 These Terms and Conditions govern the supply of goods sold by TMA Machinery Ltd (No. 12494469) of Bradleys Corner, Hampton Charles, Tenbury Wells, WR15 8PY (we and us) to the customer (you). Our VAT number is 891 5158 01.

1.2 All orders placed by you and purchases of goods from us (whether in-store, by telephone, via our website or by such other means as we may permit) are on the basis of these Terms and Conditions and are subject to acceptance by us either (as applicable): (i) by delivery of the goods to you; or (ii) by providing the goods you have purchased to you at our works address, at which point a legally binding contract is constituted between you and us.

1.3 The processing of your payment and acknowledgment of your order (including sending you an email confirming your order is being processed) does not constitute legal acceptance of your order.

2. Ordering

2.1 All orders placed by you and purchases of goods by you from us, are subject to acceptance by us (as described in clause 1.2). We may choose not to accept your order or purchase for any reason and will not be liable to you or to anyone else in those circumstances.

2.2 Where we accept your order, we have a legal duty to supply goods that are in conformity with these Terms and Conditions.

3. Price & Payment

3.1 All prices exclude the current applicable VAT rate unless otherwise stated.

3.2 Advertised prices are correct at time of going to press, and we reserve the right to update prices in future adverts which will then supersede the prices in any previous advert. We are not obliged to accept your order or purchase for such goods and may decline it or limit the order quantity.

3.3 Occasionally, we advertise goods at a promotional price; you must quote the relevant promotion code, otherwise you may be charged the full price.

3.4 Occasionally, an error may occur and goods may be either incorrectly priced or described in which case we will not be obliged to supply the goods at the incorrect price or in accordance with the incorrect description or at all. We reserve the right to correct any errors from time to time. We will (at our discretion) either cancel your order and refund the price you have paid or use reasonable endeavours to contact you and ask you whether you wish to continue with the order at the correct price or correct description. If we are unable to contact you or you do not wish to continue with the order at the correct price or correct description, we will cancel your order and refund the price you have paid.

3.5 We must receive payment for the whole of the price of the goods you order and purchase, and any applicable charges for delivery, before your order can be processed unless we have agreed otherwise in advance in writing.

3.6 For website orders, payment can be made by bank transfer following the receipt of a proforma invoice.

3.7 We cannot accept Paypal and credit/ debit cards as payment.

3.8 We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

3.9 If you are an account customer, you are responsible for all orders placed by your employees and for any purchases made on your account and we are not bound by any individual order limit you may impose on your employees.

3.10 If you are an account customer, you may not withhold payment of any invoice or other amount due to us by reason of any right of set off or counterclaim, which you may have, or allege to have.

3.11 We shall be entitled at all times to set off any debt or claim which we may have against you against any sums due from us to you.

3.12 The format of our invoice and statements to you will solely be dictated by us.

4. Delivery & Title

4.1 Unless you choose to collect the goods from our works address and except in exceptional circumstances (as contemplated in clause 12), we aim to deliver the goods in accordance with your order usually within the stated delivery time (except in exceptional circumstances) but not more than 100 days after the day you place your order, unless otherwise agreed between you and us, subject always to clause 5 and 10. We reserve the right to deliver an order in instalments by separate delivery shipments.

4.2 Before placing your order, please contact us in writing to ensure that we can deliver to your address. A valid signature may be required on collection or delivery. In the unlikely event that you have not received all the goods within the stated delivery time, you must notify us immediately. We strongly suggest that you do not schedule or commence any installation work until after you have received your order and have checked all of the goods are suitable for your purposes and do not have any defects or missing parts.

4.3 For reasons of health and safety and to avoid any property damage, items can only be delivered to the exterior of a ground floor location at the delivery address. You must therefore make your own arrangements at your own risk if the relevant item needs to be transported from the delivery location. We will not provide any unpacking, installation, fitting or waste removal services upon delivery unless otherwise agreed by us in writing.

4.4 You must do all that you reasonably can to enable delivery to take place at the given time and place. If you delay delivery, or delivery fails because you have not taken appropriate steps, we will try to arrange for an alternative delivery date within 30 days of the failed delivery. If delivery fails as a result of circumstances within your reasonable control, the cost of any re-delivery shall be borne by you. If we are unable to arrange a date for re-delivery we may cancel your order and refund to you the price that you have paid for the goods.

4.5 Without prejudice to clause 4.4, upon delivery of the goods to you or collection of the goods by you, the goods shall be at your risk and responsibility. In spite of delivery or collection, ownership (also known as "title") in the goods shall not pass to you until you have paid the price for the goods in full and, where other sums payable to us from you are overdue, you have paid those sums too. Until title in the goods passes from us to you, you shall: (i) not be entitled to use the goods; (ii) safely hold the goods for us; (iii) return the goods to us immediately if we ask you to; and (iv) be liable to us for any loss, damage or destruction of the goods. In addition, until title in the goods passes from us to you, you shall store the goods at your own cost separately from all other goods in your possession and marked in such a way that they are clearly identified as our property. You grant us an irrevocable licence to enter, with or without vehicles, any of your premises for the purpose of inspecting or repossessing the goods.

5. Availability

5.1 All goods are subject to availability. While we endeavour to hold sufficient stock to meet all orders and purchases, if we have insufficient stock to supply or deliver the goods ordered and paid for by you, we will attempt to contact you using the details you have provided to us to ask you how you wish to proceed. We may, at our discretion, process any part of the order which is available. Where goods are out of stock, we will notify you with an estimated delivery time and arrange an agreed date for delivery or, in the case of an account customer, we may, in our absolute discretion, as soon as possible raise a credit to offset the amount invoiced to you.

6. Manufacturer's Warranties & Guarantees

6.1 Some of our goods are sold with a manufacturer's warranty, guarantee or similar assurance (please see the relevant product description on our website for further details). Any complaint, query or claim under a manufacturer's warranty, guarantee or similar assurance must be made direct to the manufacturer and we do not have any responsibility or liability under or in connection with any such warranty, guarantee or assurance.

6.2 Any manufacturer's warranty, guarantee or similar assurance applies in addition to your legal rights if you are a consumer.

6.3 Some products may feature an extended manufacturer's warranty. These need to be registered within 28 days of purchase – see the product documentation for more information

6.4 Manufacturers warranty is only given on non wearing parts for a time of one year from date of purchase (ie, 01/03/12 to 01/03/13), even if the machine or parts have not been used in this time.

6.5 Machines must be returned to us for repair before the end of the one year period from purchase for any warranty repairs. Machines returned outside of this time wont be repaired under warranty.

6.6.1 Return charges including courier, postage, labour or mileage for returning machines for repairs in or out of warranty are the machine owners responsibility and TMA Machinery Ltd accepts no liability for this.

6.6.2 Costs for machines being returned to machine owners following repair or maintenance work is the machine owners liability.

6.7 Manufacturers warranty will be made void if you have: (i) not kept a service record in accordance to our specifications outlined for individual machines or not used genuine parts supplied by us for servicing and repairs, (ii) caused damages by misuse, operator error, abuse or poor maintenance, (iii) used an individual or company not recommended by us to carry out repairs or maintenance on any machine or parts of a machine supplied by us.

7. Cancellation, Returns & Refunds

7.1 To exercise your right to cancel, you may inform us of your decision to cancel by post or email using the contact details set out below at clause 12. You may also cancel by informing us at our works. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

7.2 On cancellation for whatever reason, where you have received the goods you must return the goods to us (together with the original packaging) without undue delay and in any event within 14 days after the day of the cancellation at your cost (subject to clause 7.11), unless we agree that you may dispose of them, in which case please comply with the manufacturer's instructions before disposing of hazardous goods. You must return goods with all components and also any promotional items received (including free gifts) or discounted additional products. We may charge a fee for a cancellation. The amount of the fee will depend on the good(s) returned and cost of shipping.

7.3 Following cancellation, subject to clause 7.6, we will refund you the price paid for the cancelled order (or part of the order cancelled). Where you cancel the entire order, we will not refund the standard delivery charges (or an amount equal to the standard delivery charges if you elect to use a more expensive delivery method) paid. Where you cancel part of an order, we will not refund the delivery charges. We will pay the refund within 14 days after the day:

7.4.1 You notified us to cancel your order, where you have not received the goods; or,

7.4.2 We receive the goods you returned to us, where you are in receipt of the goods; or

7.5 We will refund you using the same means of payment as you used to pay for your order or purchase.

7.6 We reserve the right to make a deduction from the amount of the refund for loss in value of the goods returned where the goods show signs of unreasonable use; for these purposes, unreasonable use includes handling the goods beyond what is necessary to establish the nature, characteristics and functioning of the goods. We may withhold any refund until we have received the goods.

7.8 Your right of cancellation does not apply to goods that are cut or mixed to your requirements, made to measure, made to order, made to your specifications or clearly personalised (for example, made to order Hydraulic Stone croppers, pre-assembled Hydraulic Hoses).

7.9 If you cancel your order for a product delivered direct from our supplier, please contact us and we will arrange for our supplier to collect from you. Some collections may incur a charge; the amount of the charge will depend on the good(s) returned, please contact us for charges.

Faulty Goods

7.10 Where the goods are being returned because they are faulty or incorrect, you will be liable for the cost of return delivery but may be refunded at our discretion. Your right to return goods in these circumstances is limited to a 30 day period from the date of notifying us.

7.11 Without prejudice to your right to cancel orders generally under this clause 7, if you have notified us of a problem with the goods within 14 days of delivery or collection, you have a right to reject the goods and receive a refund, or alternatively we are happy to provide a replacement.

7.12 If an item develops a fault after 14 days following delivery or collection and the product is to be repaired, and the manufacturer has provided a helpline, repair service or warranty, we may ask you to make contact with the manufacturer direct or we will do this on your behalf.

Legal Rights as a Consumer

7.13 The provisions of this clause 7 do not affect your legal rights if you are a consumer.

8. Liability

8.1 If you purchase goods from us as a consumer (which means anyone who acts outside the course of their business, trade or profession), to the extent not prohibited by law, we accept no liability for any:

8.1.1 Loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our contract);

8.1.2 Loss which arises when we are not at fault or in breach of these Terms and Conditions; and

8.1.3 Business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses, as well as business interruption).

8.1.4 Accidents resulting in injury, loss of limbs, long term health problems or death.

8.2 If you are a trade customer, we shall have no liability to compensate you (whether in contract, tort (including negligence), breach of statutory duty or otherwise), other than any refund we make under these Terms and Conditions or otherwise at our discretion.

8.3 Without prejudice to clause 8.2, if you are a trade customer, we shall not be liable to you (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any: (i) loss of profits, business, contracts, goodwill, business opportunity and other similar losses, or any business interruption; or (ii) indirect or consequential loss, neither will we be liable to you for any other loss which is not a foreseeable consequence of us being in breach of these Terms and Conditions or our legal duties.

8.4 If you are a trade customer, you acknowledge and agree that these Terms and Conditions constitute the entire and only agreement between us.

8.5 Nothing in these Terms and Conditions is intended to affect your legal rights if you are a consumer, nor is it intended to exclude or limit our liability to you for fraud, fraudulent misrepresentation, for death or personal injury resulting from our negligence or for any other liability which cannot be limited or excluded as a matter of applicable law.

8.6 We cannot confirm that the goods comply with any laws, regulations or other standards applicable outside the UK. All goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations or instructions contained in the documentation associated with the goods.

8.7 If you are a trade customer and subject to clause 8.5, we will not be responsible to you or, in the event that you are undertaking work for another person, to any other person, for the use or installation of any goods by you. Accordingly, if you are a trade customer, you hereby agree to hold us harmless from and indemnify us against any liability associated with, any claim or allegation that we are responsible for any failings in the installation or use of goods that we supply.

9. Termination

9.1 We may suspend further supply or delivery, stop any goods in transit or terminate our contract by notice in writing to you if you are in breach of an obligation hereunder or you become unable to pay your debts when they fall due or proceedings are or are reasonably likely to be commenced by or against you alleging bankruptcy or insolvency or an administrator, receiver or administrative receiver is appointed or is reasonably likely to be appointed over all or part of your undertaking and assets. Upon termination, any payments you owe to us (even if they are not yet due for payment) will be immediately due and payable and we shall be under no further obligation to supply goods to you.

10. Events beyond Our Control

10.1 We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to goods supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control (including, without limitation, accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake, illness, epidemic, natural disaster, failure of telecommunications networks, inability to use transport networks, mechanical failures, acts of God, terrorist attack, war, civil commotion, riots, strikes, lockouts and other industrial disputes, acts or restraints of Government, and imposition or restrictions of imports or exports).

11. General

11.1 If any provision of these Terms and Conditions (including any provision in which we exclude or limit our liability to you) is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected. Our contract shall be governed by and interpreted in accordance with English law.

11.2 All images are for illustration purposes only. Contents / accessories shown in images are not included unless stated in product description.

11.3 VAT: All prices exclude VAT at 20% (except where indicated) subject to change in taxation.

12. Contact Details

12.1 If you wish to make an order, cancel or discuss your order, or make a complaint with respect to your order, please contact us by post at Bradleys Corner, Hampton Charles, Tenbury Wells WR15 8PY, by phone on 07835 473 585, or by email at tmaltd@yahoo.com

13. Alternative dispute resolution

14.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Union has set up an Online Dispute Resolution (ODR) platform. If you are not happy with how we have handled a complaint about your transaction, disputes may be submitted for online resolution to the ODR Platform at www.ec.europa.eu/odr