

Terms & Conditions Of Sale

General

These Terms & Conditions of Sale apply to all orders placed through this website for products (Products) and any contract (Contract) that Topline Tractamotors then makes with you in response to your order. Please print a copy of these Terms & Conditions for your future reference. Please note our GDPR Privacy Policy applies to our use of your personal information. We recommend that you read these carefully.

Making a purchase

Pricing

We list all our prices inclusive of VAT.. Please note that all our prices are subject to change without notice, so please check prices carefully before placing your order. On rare occasions, we may accidentally list an incorrect price for a Product on our website. Where the Product's correct price is less than the listed price, we will charge you the lower amount when processing your order. However, if the Product's correct price is higher than our listed price, we're under no obligation to provide the Product to you at the incorrect (lower) price, even after we've sent you an order confirmation e-mail. In this situation, we will at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you accordingly

Placing your order

You must accept our Terms & Conditions in full before your order can be placed. We don't knowingly sell to children, so you must be aged 18 or over to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order carefully at each stage of the process. Please make sure that you provide your correct phone number and email address when you place your order. When you place your order, this represents an offer to purchase Products from us. We will send you an email to confirm that we have received your order. However, this order confirmation email doesn't mean that we have accepted your order (see below).

How to pay

For customers without a credit account: You can only pay for Products ordered through our website by debit card or credit card via Sage Pay(Opayo) or PayPal. We will take payment for your order, including delivery charges, from your debit or credit card at the time you place your order. However, this doesn't mean that your order has been accepted and if we reject your order for any reason (see below), or we can't supply the Products you've ordered, we'll credit your payment card with a full refund.

For customers with a credit account: Authorised personnel nominated by the customer account holder may place orders against the customers previously approved credit account. Payment will be made to agreed terms. Ownership of the goods shall not pass to you until we have received in full (in cleared funds) all sums due to us in respect of the goods and all other sums which are or become due to us from you on any account or (if later) the time of delivery.

Accepting your order, your Contract with us and situations where we may have to reject your order

Your order will be automatically accepted when we dispatch your Products, unless we reject your order (see below) and provided that we've received payment in full for the Products and any related delivery charges. The Contract between us is formed at the time we dispatch your Products. If your order is dispatched in more than one delivery, each dispatch will form a separate Contract covering the Product(s) delivered under that dispatch. Without affecting your Consumer Rights(see below), you can cancel your order for a Product at no cost, at any time before we dispatch that Product.

However, if we have already cut, personalised or made a Product to your specific measurements, this right to cancel doesn't apply. Before we have accepted your order, we reserve the right to tell you that your order has been rejected for any reason. In particular, all orders are subject to stock availability. We will tell you as soon as possible if we cannot supply one or more of the Products that you have ordered. If we cannot contact you about these out-of-stock Products, we will accept your order for the Products we do have in stock. If you have already paid for the unavailable products, we will give you a refund for their purchase price.

Delivery

Timescales for delivery

We will always try our best to meet the estimated delivery timescales we give you. However, we cannot be held responsible for any failure to deliver your order within the stated timescales, provided we deliver the Products within 30 days of receiving your payment, or within a longer time period if we've expressly agreed this with you. If we can't deliver your order within this timescale, we'll let you know and give you the opportunity to either wait for the Products or cancel your Contract. If you choose to cancel, we'll give you a full refund including any delivery charges that apply. We strongly recommend that you don't book fitters or tradesmen until we've delivered your order in full and you've checked it over. Please note that we can't be held responsible for any charges made by fitters or tradesmen as a result of your order not being delivered, or because you didn't check your delivery before booking their services.

Number of deliveries

We'll always try to make one single delivery where possible, to minimise inconvenience. However, this may not always be possible. Where your order contains a mix of Products with different delivery lead times, the longest lead time will always apply to the entire order.

Receiving your deliveries

time for redelivery. We may need to make an additional handling charge for this. If no one is available to receive the redelivery, we may cancel your order and refund your payment, minus any delivery and handling charges.

Faulty Products and Products delivered damaged

Your rights

In the unlikely event that a Product is faulty, not as described or delivered damaged, your rights are set out in our Terms of Trading policy. If you're ordering Products from us as a

consumer rather than in the course of your business, you may have additional legal rights and nothing in these Terms will affect these rights.

Please contact us if there's an issue

If there are any issues with the products you've ordered, please contact us straight away so we can help. You can call us on 049 43 75900. Please have your order number to hand as well as details of the affected Product(s). If we offer you a refund, this will be credited to the card or account used to purchase the affected Product(s).

Statutory right to cancel if you're a consumer

Consumer Rights

If you're ordering Products from us as a consumer, you have a statutory right to cancel any online or telephone orders (excluding orders for bespoke or made-to-measure Products) and receive a full refund, including standard delivery charges. This is your Consumer Cancellation Right and it applies in addition to any other rights set out under these Terms.

How to exercise your Consumer Cancellation Rights to Cancel an order

To exercise your Consumer Cancellation Rights to cancel an order, you must contact us at any time before the Products are dispatched or within 14 days of delivery, starting on the day after your delivery is made. If your order is delivered in multiple shipments, the 14 day period starts the day after the last installment is delivered. If we receive your cancellation notice outside these timeframes, your Consumer Rights to cancel will not apply. Please also note that if you exercise your Consumer Cancellation Rights to cancel an order after the Products have been delivered, you'll be responsible for returning the Products to us at your own cost and within 14 days of cancelling your order.

How to return Products that have already been delivered to you when you've exercised your Consumer Cancellation Right

You can return any Products to Topline Tractamotors, along with proof of purchase. Or, you can arrange for us to collect the Products by calling us 049 43 75900, with your order number and details of the Products you want to return. We'll then arrange for the Products to be collected.. Please note that our minimum charge for this collection service is 15% of the order value and maybe more depending on your location and product type.

Your refund when you exercise your Consumer Cancellation Right

We'll will refund your returned Products as soon as possible and no later than 14 days after receiving them back. The refund will be made to the debit or credit card you used to pay for the Products. Please note that we have the right to reduce the amount of your refund to reflect any decrease in the Products' value that has resulted from the manner in which you've handled them.

Other cancellations/returns

Unless you have a consumer ~~cancellation~~ right to cancel an order or faulty/defective Product any cancellations/returns and refunds are at our discretion. To enquire about cancellations and returns, please call 049 43 75900 with your order number, postcode, and phone number. If we do accept a return of the Products, they must be returned in their original condition within 30 days of the date of delivery to you. You'll be responsible for returning the Products to us at your own cost and we may deduct a restocking charge from the amount of your refund.

