**Web Terms of use/Disclaimer**

**Terms of use/Disclaimer**

**CONTENT:**Perkins Garages Ltd ("Perkins") provides this site on an "as is" basis and makes no representation or warranty of any kind with respect to this site or its contents and disclaims all such representations and warranties. Additionally, Perkins makes no representation or warranty about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this site.
The information contained in this site may contain technical inaccuracies or typographical errors. All liability of Perkins howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
**These terms shall apply to e-business only and in the event of any conflict, PERKINS standard terms and conditions shall prevail.**

**DAMAGE ARISING FROM USE:**neither Perkins nor its directors, employees will be liable for damages arising out of or in connection with access to, use of, browsing or downloading from this web site, including any viruses that may affect your computer equipment/software and lead to data loss.
This is a comprehensive limitation applying to all damages of any kind, including, compensatory, direct, indirect or consequential loss, income or profit, loss of or damage to property and third party claims.
Nothing herein shall exclude or restrict liability for death or personal injury resulting from the negligence of Perkins, its directors or employees.

**LINKS**: The web site may contain links to other web sites. Perkins accepts no responsibility or liability for the content of web sites that are not under our strict control. It is not permitted to create a link to this web site without our prior written consent.

**ALTERATIONS**: Perkins reserves the right at any time to revise its prices or the details given on this site without notice. All orders for products are subject to availability and Perkins reserves the right to refuse to supply to any individual or company for whatever reason.

**CREDIT CARD TRANSACTIONS**: Any loss incurred or sustained by customers who transmit information by means of e-mail or other Internet link shall be borne solely and exclusively by that customer and in no event shall any such loss (in whole or in part) be borne by Perkins.
There is a 2.6 % surcharge on all Credit card transactions and a 1.6% surcharge on Company Debit Card Transactions.

**COPYRIGHT**: All design, text, layout, graphics and the selection or arrangement thereof are the copyright of Perkins. Permission is granted to copy portions of this site for the sole purpose of placing an order with Perkins or using this site as a shopping resource. Any other use of materials on this site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or republication) without the prior written permission of Perkins is strictly prohibited.

**TRADE MARKS**: All trademarks, get-up, product names and company names or logos cited herein are the property of Perkins or their respective owners. Perkins gives no permission in respect of the use of any such trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

**Terms of Business**

**OUR CONTRACT:** These Terms and Conditions govern the supply of products sold by Perkins Garages Ltd whose Registered Office is Rigg Approach , Lea Bridge Road, Leyton, London E10 7QN ("we" and "us") to the customer ("you") via the company web site at: [www.perkinsgarages.co.uk](http://www.perkinsgarages.co.uk). Together with any completed order form, these Terms and Conditions constitute the entire and only agreement between us in relation thereto. Our acceptance of your order by delivery of the products constitutes a legally binding contract between us on these terms and conditions. We reserve the right to amend or change these terms at any time; changes will be applied instantly to this web site, allowing you to be aware of them before ordering.

 **PRICE/PAYMENT**

The price payable for the products you order is as set out on our web site at the time you place your order plus any charges for delivery and insurance. Any price changes will be applied instantly to this web site, allowing you to be aware of them before ordering. We always try to make sure that the prices on perkinsgarages.co.uk are accurate but errors may occur. If we discover an error in pricing in your order we will inform you as soon as possible using the contact details you supply us with.

All prices shown on our website at: [www.perkinsgarages.co.uk](http://www.perkinsgarages.co.uk) are in UK pounds and include VAT at the prevailing rate unless the vehicle is a Commercial then VAT will be separately displayed.

Please note that any refunds will be made in UK pounds.

Non-EU customers are responsible for Import Duty/Tax in their respective countries. We cannot advise you what these costs will be - please consult your local customs office for more current and up to date information.

We accept payment using a credit or debit card. When ordering the address given must be the same as the registered address of the credit/debit card that you use. We require a land telephone number and a mobile number when placing an order so that we can contact you should we have a problem with your order. We will also require your e mail address.

We carry out thorough security checks on all orders.

Credit card payments may incur a transaction fee applied at the rate of 2.6% of the total sum paid by credit card with a minimum fee of £3.95.

We cannot accept a cash payment (or part payments) exceeding £9000.00 in any circumstances.

**DELIVERY AND TITLE:** Unpaid products will remain the property of PERKINS until full payment has been made.

**CANCELLATION AND RETURNS – AN EXPLANATION OF YOUR RIGHTS.**

Within the European Union, consumers have the right under the European Distance Selling Regulations (DSR) to cancel the purchase within 14 days of the day after receipt of the order. Perkins Garages DO NOT undertake in any circumstances “Distance Selling”. All transactions will take place within the premises of Perkins Garages Ltd

The Consumer Rights Act 2015 will apply from 01.10.2015. It will replace previous legislation for all Business to Consumer contracts. Legislation is unchanged from business to business.

Under the CRA, goods must be:

1. Of SATISFACTORY QUALITY, i.e. what a REASONABLE PERSON would regard as satisfactory. Quality is a general term involving fitness for all the purposes which the goods of that kind are usually supplied; appearance and finish; freedom from minor defects; safety; durability, taking into account price, description and advertising.

2. Be REASONABLY FIT FOR THE PURPOSE those goods are usually supplied.

3. MATCH THEIR DESCRIPTION, sample or model. Goods must match a model seen or examined by the consumer, other than where the trader has brought differences to the consumer’s attention before the contract is made.

4. Where installation is part of the contract, it must be INSTALLED CORRECLY.

Remedies for the consumer:

1. WITHIN 30 DAYS of delivery, the customer can choose whether to reject the goods (with a refund) or allow the trader to repair of replace.
2. AFTER 30 DAYS **and** FOR UP TO 6 YRS (5 in Scotland) if the consumer can prove a fault was present from delivery the consumer can still demand repair or replacement.

REJECTION

Where the consumer chooses to reject goods and claim a refund, a refund will be given (by ourselves) “without undue delay” after agreeing that you are entitled to a refund. For MOTOR VEHICLES ONLY, a deduction may be made for uses (except within the first 30 days) even within the first 6 months.

REPAIR OR REPLACE

Where the consumer has lost or chooses NOT to exercise their right to reject goods, they can claim a repair or replacement. As a consumer, you cannot choose one of these remedies over the other if one is either impossible or disproportionate as compared with the other. Once, as a customer, you have chosen your remedy, you must give us a reasonable time to provide it.

All consumers can decide to give the “trader” more than one opportunity. Furthermore, if the vehicle’s first visit to the workshop is for DIAGNOSTIC purposes only, it is generally considered that this will not count and a repair attempt. If a repair/replacement fails, the consumer is entitled to: further repairs/replacement,; a price reduction or right to reject.

Please note Perkins Garages Ltd cannot be held responsible for any continuing finance liability or liability that may arise as between you and the finance company following cancellation.

We may if necessary and in addition to the above recover from you any sums paid to third parties to discharge any finance charge or third party interests on the part exchange vehicle.

**FORCE MAJEURE**

We shall have no liability to you for any failure or delay in supply or delivery or for any damage or defect to products supplied or delivered that is caused by any event or circumstance beyond our reasonable control (including, without limitation, strikes, lockouts and other industrial disputes).

**GENERAL**: These terms and conditions (including any incorporated by a separate written order form supplied by us) constitute the entire and only agreement between us in relation to your order.

Our acceptance of your order by delivery of the products constitutes a legally binding contract between us on these terms and conditions.

If any part of the terms and conditions is invalid, illegal or unenforceable (including any provision in which we exclude our liability to you) the validity, legality or enforceability of the remaining part of the terms and conditions will not be affected.

Where there is a separate or additional written order form supplied by us and there is any inconsistency between these terms and those of the written order; the terms of the written order will take precedent..

This contract shall be governed by and interpreted in accordance with English law.

Registered Office – Perkins Garages Ltd Rigg Approach Lea Bridge Leyton London E10 7QN.
FCA registered number : 312169
Registered in England Number 525874

* VAT Reg No: 248 1827 45
* Insurance – FRN 313486
* Finance – FRN 312169

Perkins Garages Ltd is authorised and regulated by the Financial Conduct Authority and act as an appointed representative of ITC Compliance

Santander Consumer Finance

GMAC UK Plc

IM Finance-Blackhorse

The products Perkins Garages Ltd  provide include Hire Purchase, Lease Purchase & Personal Contract Purchase for consumers as well as a range of business funding solutions for corporate customers.