#### Southern Towbars Ltd- Terms & Conditions

The following Terms and Conditions (in addition to the documents referred to in them) govern your use of our website and its related sites, services, applications, and tools. By using www.southernowbrs.co.uk you confirm that you both understand these Terms and Conditions and that you agree to abide by them. This document supersedes Terms and Conditions listed on all previously dated documents.

Please read the Terms carefully and if you do not accept the Terms, do not use the Website.

We may need to change the Terms from time to time for a number of reasons (including to comply with applicable laws and regulations, and regulatory requirements). Any minor or insubstantial changes may be made at any time and you are advised to review the Terms on a regular basis. The most up to date Terms will be available on the Website. All major changes will be notified to you in advance of such changes taking effect. If any change is unacceptable to you, you should cease using the Website and/or close your account. If, however, you continue to use the Website after the date on which the changes to the Terms come into effect, you will be deemed to have accepted those changes.

#### **Information about Southern Towbars:**

You are contracting with Southern Towbars LTD, a company registered in England with Company Registration Number 012830202. The Registered Office is 63 Crowhurst Crescent, Storrington, Pulborough, RH20 4QU. References to "Southern Towbars", "we", "our" and "us" throughout the Terms and Conditions refer to this Company.

# **Our VAT Registration:**

Our UK VAT Registration Number is GB 357809362.

#### **Contacting Us:**

- Email at info@southerntowbars.co.uk;
- Telephone Customer Service on 07435785117;
- Write to us at our Head Office: 63 Crowhurst Crescent, Storrington, Pulborough, RH20 4QU

# Age restrictions:

All person(s) using either the Southern Towbars website or calling Southern Towbars by phone to make a booking should be at least 18 years of age and reside in the UK.

# **Disclosing information:**

Please take reasonable care to answer all questions honestly and to the best of your knowledge. If you don't answer the questions correctly and effectively this could result in issues with your quotes, bookings and installation halts or we may not be able to fit your towbar.

Southern Towbars Ltd is only as good as the information supplied by the customer. As every towbar and electrics are different, we rely on the customer knowing what make and model their car is and whether it is hatchback, saloon or estate etc... If a customer gives incorrect information, we will not accept responsibility and the customer could lose their deposit as a result of an incorrect information being supplied as we will have booked and lost an installation slot.

# **Quotations, Payments & Refunds:**

#### **Quotations**

Southern Towbars Ltd shall provide the you with detailed costing information of your vehicle before any work is started. All work and costs, including additional work following a vehicle inspection survey, must be approved by the customer before said work is carried out.

# **Pricing**

All pricing on this website is in pounds sterling and is inclusive of UK Value Added Tax. Unless explicitly stated, the cost of fitting any parts purchased is included in the price. The price of the goods and/ or services shall be the price specified by Southern Towbars Ltd in the Order Confirmation issued to you.

Our website contains a large number of goods and services and it is always possible that, despite our best efforts, some of the goods and/ or services listed on this website are incorrectly priced. We verify the prices included in your order to us as part of our processing procedures so that, where goods and/ or services are incorrectly priced we may, at our discretion, either contact you for your instructions in relation to your order or reject your order and notify you of such rejection.

Southern Towbars Ltd reserves the right, before the relevant contract is formed in accordance with these terms and conditions, to change the price of the goods.

#### **Quotations and Additional Work**

All quotations / prices shown on our website are subject to change at any time as they are dependent on the cost of goods provided by our suppliers. Where we have provided a quotation in writing either by post or email, it would be valid for 30 days.

Where they include a specific promotional offer, which has an earlier expiry date, the expiry date of promotional offers will be clearly marked.

Once work has started you will be informed immediately of any additional work identified. A new quotation will be produced on request and work will only be carried out with your agreement.

#### Locale

Transactions may only to be made through this website by residents of, and/or individuals, located in the United Kingdom.

All services ordered or booked on this website are either carried out by one of our mobile fitting vehicles at the location agreed by Sothern Towbars Ltd in our Order Confirmation. Mobile fittings may not be available in some locations. Our sales team will inform you of this upon requesting a quotation.

#### **Payment**

Southern Towbars Ltd require a deposit from you either £80 for all electrics and towbars installations. The remaining balance is payable to the fitter on satisfactory completion of the towbar installation.

Payment is preferred on credit or debit cards.

We don't like taking cash and we don't accept American Express due to the charges.

If you fail to pay after the installation / completion of the towbar fitting or other aftermarket fitting we will add an additional charge of £25 to cover our admin, associated accounts / office costs in chasing payments. This is our standard late payment charge and is binding after booking an installation.

Should a transaction exceed £1,000 - or should a fraudulent transaction occur an alert will be raised.

If an invoice remains unpaid, we may pass on your details to an external collection company and all additional fees incurred will be the liability of the customer not Southern Towbars Ltd.

Southern Towbars Ltd reserves the right to ask for payment to be made via BACS/CHAPS.

By depositing funds into our account, you direct us and we agree to hold them, for the sole and specific purpose of using them in connection with the use of our services.

Unless otherwise stated, all examples given on the Website are given in Pounds Sterling.

#### Refunds

Subject to your statutory rights (which shall not be affected by this provision), it is not possible to offer refunds after purchase for any parts that have been used on your car. If you believe that a towbar or electric relay that we have fitted is faulty, we will offer you the option of purchasing a replacement while the original part is sent to the manufacturer for analysis. If the manufacturer confirms that the product is faulty the cost of your replacement purchase will be refunded. We do however offer extensive guarantees on our work and parts (see separate section).

#### Invoice offer codes

This relates to our invoice codes only. No other codes are currently available.

- 1. Discount applies strictly for Towbar fitting orders only. This does not apply to any other products we offer.
- 2. Discount may only be used once, and you must quote the invoice number.
- 3. The discount is not valid through our website and strictly to over the phone sales.
- 4. In the event of a cancellation, you will be refunded the amount paid which incorporates the offer.
- 5. Southern Towbars Ltd reserves the right to cancel any discount codes without prior notice.

#### **Promotions**

To participate in any Southern Towbars Ltd promotional event, entrants will be deemed to have understood and accepted these terms and conditions and are subsequently bound by them.

- 1. The prize draw ("Promotion") is open to residents of the UK (excluding Northern Ireland) aged 18 years or over, excluding employees and their immediate families (defined as parents, siblings, children & spouse regardless of where they live) of Servicing Stop Ltd ("Promoter"), its affiliated companies, their agents or anyone professionally connected with this promotion.
- 2. The winner will be selected at random (under independent supervision) from all qualifying submitted entries.
- **3.**The winner(s) will be notified by phone and email according to the contact details supplied on their booking and will be given full details of how to redeem their prize. Winners will have seven days to respond to the email to redeem their prize in accordance with instructions from the Promoter. If a winner fails to redeem their prize within this time period, the Promoter reserves the right to award the prize to another entrant.
- **4.**The Promoter reserves the right to request proof of age and identity of winners.
- 5. Any breach of these terms and conditions may invalidate an entry and/or result in a forfeit of the prize.

**6.**Winners names will be available on request by writing to Promoter at Southern Towbars Ltd, 63 Crowhurst Crescent, Storrington, Pulborough, RH20 4QU and may be identified within subsequent marketing emails. The Promoter's decision is final in all matters relating to this Promotion and no correspondence will be entered into.

**7.**The Promoter reserves the right to terminate, amend, extend this promotion in wholly exceptional circumstances outside its control.

- 8. By entering this Promotion, all entrants consent to the transfer of their personal
- **9.**By entering, all entrants agree to the Promoter announcing them as winners and using their entry across their social media channels and through online advertising.
- **10.**By entering, all entrants agree to being photographed, interviewed and filmed and featured in post activity marketing material relevant to the Promotion.
- **11.**The Promoter reserves the right to remove any offensive, incomprehensible or otherwise inappropriate entries. The Promoter shall not be liable for any late, lost, incomplete, inappropriate or incomprehensible entries.
- **12.**These Terms and Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction.

# **General Terms and Conditions of Sale**

# **Point of Legal Contract Creation:**

When you place an order or accept a quotation via the website, email or phone you have agreed to purchase services from, or to have goods fitted by, Southern Towbars to your vehicle this constitutes an "offer". This does not constitute the "acceptance" of your order, irrespective of whether any payment that has been taken previously by Southern Towbars.

Southern Towbars will send you an e-mail confirming receipt of your order and containing the vehicle details and location to be fitted. This constitutes as a binding contract between you and Southern Towbars Ltd.

You will need to read this email thoroughly and check that you have provided us with the correct detail's car make, model, style, registration plate etc.

Southern Towbars cannot be held responsible for information you have provided that is inaccurate. Any towbars, associated electrics and accessories will be bought in good faith and on the information, you have provided to us. You have the opportunity to check this information and if it is incorrect you should contact us as soon as possible and within 7 days of the fitting so we do not purchase the incorrect items for your vehicle.

Your order will be confirmed by a second email (the "Order Confirmation"), once we have checked the availability of your preferred fitting dates, and the availability of all the parts needed to carry out the work.

We make every effort to be able to fulfil your order and ensure your towbar fitting goes smoothly. Normally 7 days before the fitting we will contact the suppliers and order your goods to be delivered for your fitting / installation. We will only email or contact you if we are unable to supply or fit the towbar or other item to your vehicle. If we contact you and we are unable to supply the towbar or electrics due to a supplier or manufacturer problem then we will give you the option to move the booking (for free) to when we can get a towbar for your vehicle or give you a full refund of what you have paid.

Southern Towbars Ltd source our towbars from different suppliers to ensure that we give the customer best value for money. Our suppliers are Tow Trust, Westfalia, Witter and PCT to name but a few. You can specify a brand when you place your order, this may affect the price and the fitting date if your required product is out of stock.

You should always plan to have your towbar installed several weeks before using it as there can be problems with manufacturers getting the towbars and this can cause undue delays. It is always best practice to get your towbar installed before booking a holiday as problems do occur with suppliers and manufacturers which are

outside of our control. Southern Towbars Ltd accepts no responsibility for loss of holiday time or vehicle time off the road due to a manufacturer or supplier issues; faulty or damaged goods. We endeavour to keep you updated but as towbars and electrics are bought on a just in time basis, we will not be responsible for towbar fittings not taking place due to manufacturer, supplier or other problems like staff sickness, traffic, vehicle problems etc.

You should not under any circumstances arrange to use your towbar for holidays etc until it is fitted and that you have tested the towbar and all electrics with your cycle carrier, trailer or caravan.

Southern Towbars Ltd take all reasonable steps to ensure the accuracy of the information for the fitting and will order the correct towbar from the manufacturers however sometimes manufacturers deliver incorrect part or towbars. We will not accept responsibility for the delivery or non-delivery of towbars that affect your installation date as this is outside of our control.

Most vehicles will require a bumper cut in order to fit your towbar. Should you not wish for any alterations to be made to your bumper, please specify at the time of booking to allow us to look at alternative options. If this is not specified at the time of booking; please note alterations will be made and we cannot be liable for the costs incurred.

If Southern Towbars Ltd is not able to fulfil the contract, does not accept your offer and/or does not issue an order confirmation to you due to reasons beyond our control or any of the problems laid out above then we shall make a full refund of any payments made by you as part of the ordering process.

These terms and conditions form the basis of our contract with you for the purchase of its services. They shall govern the contract to the entire exclusion of all other terms or conditions.

Southern Towbars LTD retains the right to refuse to accept your order solely at its discretion. If there is concern that there is an attempt to place an order dishonestly, fraudulently, by impersonating someone else or by attempting to use payment details which have been stolen, we will make additional checks and if appropriate involve external authorities. We reserve the right to refuse to serve any one without further explanation.

# **Booking with us**

Our staff treat all customers with utmost respect, and we expect the same in return. We will not tolerate rude, aggressive or abusive behaviour to any of our staff at any point, your booking will be cancelled immediately, and any further service will be refused.

# **Booking date & time**

Where you have selected a specified booking date this is a 'preferred fitting date', not a definite date which is confirmed. We will endeavour to honour this. However, in some cases we will need to change the date depending on availability of stock, weather, sickness etc. If we need to change the date of your booking, we will give you as much notice as possible.

If you have ordered work for fitting by a Southern Towbars LTD Mobile Van, one of our mobile service centre controllers will contact you within 2 working days of the date of order to arrange a mutually convenient time slot for our fitter to visit. Fitting appointments offered for mobile units are an arrival time of between 8am and 6pm.

We will do our best to ensure that our mobile unit arrives with you during the indicated time period and to complete the work within the estimated time given to you, however, the time of the booking shall not form a contractual term. It is important to remember that arrival times are estimated because there might be traffic issues or problems outside of our control which can delay our drivers. We will inform you as soon as reasonably practicable of any delays or complications.

On arrival, our fitters will require proof of identity i.e. Name ID (Driver's License, Passport etc.) along with your card you used to purchase the towbar/goods. This will ensure all towbar bookings are fitted correctly and will prevent any fraudulent bookings.

#### Goods Bought Mail Order / Supply Only

You have the right to cancel your order within 14 days from the point at which you receive your goods. You must inform us in writing, or by email to info@southerntowbars.co.uk that you would like to return your goods.

The goods must be returned unopened in their original packaging in order that we can re-sell them. We will refund the cost of the goods only. The cost of postage and delivery will be deducted from any monies owed.

It is your responsibility to return the goods to us at your own cost. You can arrange this yourself, or we can arrange it for you via our own courier. The cost of this would be discounted from your refund.

Southern Towbars Ltd undertakes reasonable steps to ensure the accuracy of the information on this website but due to the range and complexity of bumpers and trim fitted to vehicles during manufacture and in the aftermarket, we cannot guarantee the accuracy of this information and the results of the said applications on this website. Southern Towbars Ltd accepts no responsibility for, and excludes all liability for, any losses suffered as a result of any applications on this website that are used by you to select the parts for your vehicle (using either the vehicle registration plate or the vehicle type) or by failing to provide the correct information for your vehicle.

Southern Towbars Ltd also accepts no responsibility for and excludes all liability for any losses suffered as a result of any of our customers selecting and/ or ordering from us the incorrect towbar, or electrics specification, provided that nothing in these terms limits or excludes Towbars liability for death or personal injury caused by its proven negligence.

# Key limitations to our work

In order for Southern Towbars Ltd to complete any work to your vehicle we require;

**Space**; Our fitters will need to park their vehicles directly behind or at the side of your vehicle in order to complete any work. Our fitters will need adequate room to work on your vehicle and with close access to their vehicle to use tools required to complete fitments etc.

**Safety**; You must ensure the safety of our fitters. We cannot fit towbars or complete any work on a busy road, multi-storey building or any of the such. Our fitters need to be able to work in a safe area without risking any harm to themselves or your vehicle.

**Vehicle;** Most vehicles will require a bumper cut in order to fit your towbar. Should you not wish for any alterations to be made to your bumper, please specify at the time of booking to allow us to look at alternative options. If this is not specified at the time of booking; please note alterations will be made and we cannot be liable for the costs incurred.

Law; We cannot fit towbars to any vehicles by parking on double yellow lines or any of the such which breaks the law as per the DVLA laws.

It is always the intention of southern Towbars Ltd to complete your towbar within 1 day. Sometimes - due to reasons beyond the control of Southern Towbars Ltd - late delivery may be necessary. Should this be the case, you will be advised accordingly by a service advisor.

A diagrammatic record of visible damage existing on your vehicle will be made by our technician before starting work on your vehicle. We exclude all liability for repair of damage, whether visible or not, existing before we began to work on your vehicle.

This applies specifically to the exhaust on your car; In many cases we need to lower the rear exhaust system to gain access to fit the towbar. We will not pay to replace exhaust parts where damage occurs due to pre-existing corrosion of the exhaust system on your car.

If at any point during the fitment it becomes apparent that further parts, or work are required we will stop work, will advise you before proceeding further and explain your options. At this point you are free to request that no further work is carried out, you would only be liable for our costs incurred by us as we have attended your address and attempted to fit the towbar, if there is remaining balance owing to you this would be refunded to your card. All additional work is subject to VAT as required by UK law.

The fitting of a towbar to your vehicle will be subject to a visual inspection of your vehicle prior to the work starting. The customer would normally be present at this point however not essential as vehicle inspection form detailing any damages to your vehicle will be carried out before any work takes place on your vehicle.

Southern Towbars Ltd are not liable for any damage done to your vehicle before the installation or after the installation. We are not responsible for any damage to the vehicle once we have left the fitting.

Southern Towbars Ltd shall not be held responsible for loss, theft or damage to item(s), valuables or monies contained within the vehicle for the duration of the contracted work

Southern Towbars Ltd is not liable for any loss, damage or delay in the services it provides should such services be subject to: an act of God, industrial action such as strikes or government disputes, factors outside the control of Southern Towbars Ltd.

# Our liability to you

Southern Towbars Ltd will not be liable for any economic losses arising in any manner whatsoever out of any delays to, or complications with, the fulfilment of an Order, provided that nothing in these terms limits or excludes Southern Towbars Ltd liability for death or personal injury caused by its proven negligence. This includes any losses incurred from missed holiday, or caravan site deposits etc. You should not under any circumstances arrange to use your towbar for holidays etc until it is fitted and that you have tested the towbar and all electrics with your cycle carrier, trailer or caravan.

We will perform our service to the best of our ability, however sometimes damage can occur when installing a towbar to your car. In this event we will repair your vehicle to its condition before the damage occurred.

Southern Towbars Ltd must in all circumstances be allowed to remedy / rectify / make good any issues / problems you have with your vehicle.

You acknowledge that the cost to us of repairing your vehicle in the event that we damage it is likely to exceed the amount we are paid for our service. You agree that our total liability to you both for any service failure or vehicle damage is limited to: (A) the total cost of repairing any damage we cause to your vehicle; Except as stated above, you agree that unless we have written to you to confirm otherwise before we begin work, you and Southern Towbars LTD do not intend that Southern Towbars LTD reimburse or compensate you for loss of income, loss of use of your vehicle, costs or expenses incurred from loss of use of your vehicle, loss of business or profits or pure economic loss or indirect or consequential loss suffered by you as a result of our work.

DO NOT instruct a third party to look at the vehicle until we have been given the opportunity to rectify the problem you are having. Instructing a third party to look or interfere with the electrics or towbar will void your warranty. A third party would be a dealership, accident management company, AA, RAC, Green Flag, Garage or any other person whether qualified or not. If you allow a dealership or an accident management company to manage the repair process in relation to your vehicle without giving prior approval in writing/email then we will not be liable for the costs of this and would result in you being liable for the full costs A dealership or accident management company is likely to offer to provide you with a replacement vehicle. The costs of that vehicle are likely to be very high (thousands of pounds) We will not pay for the costs of any vehicle supplied to you unless we have arranged the rental directly on your behalf. Please be aware the costs to the dealership and accident management company will be your personal liability and you may be at significant financial risk if you choose to use their services.

#### **Removed Parts**

With the exception of Warranty and Service Exchange Parts, removed parts will be disposed by Southern Towbars LTD. Southern Towbars Ltd are committed to reducing our own environmental footprint whilst also using resources responsibly and reducing waste. Disposal will be in accordance with current environmental regulations and legislative requirements. If you require any parts, such as bumper crash beams to be retained and left with you, you must ask the fitter at the time of fitting, parts cannot be returned later.

#### **Exchanges**

Subject to your statutory rights (which shall not be affected by this provision), once fitted to your vehicle a towbar or any other part cannot be exchanged.

# Cancellation / Movement of Bookings and Purchases

Appointments can be rescheduled to an alternative date; this is subject to availability.

You have the right to cancel any online purchase or booking of services without charge by giving written notice prior to the day of service, unless southern Towbars Ltd has, with your consent, commenced the performance of the services and incurred cost.

When you have paid a deposit for any services from Southern Towbars Ltd and you are not available at the scheduled appointment without making an appropriate cancellation or alternative arrangement with Southern Towbars Ltd, we will have incurred costs for the purchases of electrics and towbars (this are specific to your vehicles make model and year) We will be entitled to retain 100% of the deposit and be liable to pay the cost of parts ordered. If we have not incurred any costs you will not be charged or lose your deposit.

# Right to cancel (Cooling off period)

You have the right to cancel your order within 14 days from the point at which we accept your order. However, where you ask us to commence with your order within this period you agree to waive the right of cancellation.

There will be no charge provided no costs have been incurred. Where costs have been incurred you will only pay for the work completed or the cost incurred. Where you cancel your order within 7 days of your installation date the parts for your installation will have already been ordered from our suppliers, as such a 20% restocking fee would be discounted from any refund.

Payment for costs incurred will be required at the time of cancellation. The whole payment will be refunded only if no costs have been incurred.

# Disclaimer: Selection of the Correct Parts for your Vehicle

The fitting of parts to your vehicle will be subject to a visual inspection of your vehicle prior to the work starting to check the towbar mounts for corrosion. If corrosion is found that will prevent safe fitting of the towbar the fitters

#### **Disclaimer: Parking Sensors**

If your car is equipped with rear parking sensors, we do not recommend the fitment of a fixed flange ball towbar. In most cases a fixed swan neck towbar will be suitable. However, the only way to fully guarantee that your parking sensors will not pick up the towbar neck is to have a detachable towbar fitted. If you choose at your discretion to have a either a fixed flange ball or swan neck towbar fitted, Southern Towbars Ltd will not be held liable if your parking sensors pick up the towbar neck. In such circumstances it may be possible to upgrade the towbar neck to a detachable and we will provide you with a quotation to do this. This is not possible with all towbars.

#### **Disclaimer: Alko Stabilisers and Towballs**

Some caravans are equipped with an Alko Stabiliser. You must inform us at the time of booking confirmation if you intend to tow a caravan equipped with an Alko stabiliser. Alko stabiliser requires extra clearance and a longer neck for the towbar and therefore require an Alko ball to be fitted. Fixed swan neck, detachable swan neck, and detachable flange towbars usually have this clearance as standard. If you choose a fixed flange towbar, you must also order a compatible Alko towball. You may provide your own towball for our fitter to fit, but in this case, we do not offer a guarantee for the condition of the towball. Southern Towbars Ltd will not be held liable for any damage to your car or caravan caused by using a caravan equipped with an Alko stabiliser with a non-compatible towball. It is for the customer to check for clearance between the stabiliser and the car before towing.

Alko stabilisers require the paint to be removed from the towball before towing to prevent contamination of the stabiliser friction pads. Our fitter will not do this for you, and it is your responsibility to do it after the towbar fitment. Lightly rub the towball head with sand paper to remove some of the paint from it. Stabiliser grip at the sides so paint should be removed from the sides of the towball as well.

Failure to do so will result in added expenses and delays in completing the fit.

#### **Faults**

Your towbar installation will be tested by our fitter at the time of installation. However, if you discover a fault with your towbar or wiring you should inform us immediately.

We will arrange for our fitter to call out at the earliest available time. Please note that if we discover that any fault is not related to our installation, there is a £35 + vat call out fee. This is simply to cover our costs in coming out to you.

We will not pay any charges from any 3rd party unless they are agreed by us in advance. In the event that we agree to pay any costs we will only pay for like for like replacement of any parts.

#### **Guarantees**

We offer a 12-month guarantee on the installation of your towbar and electrics. We shall free of charge repair any faults that appear and you report to us during this time.

In respect of all goods manufactured and supplied to us by third parties we will pass on to you (in so far as possible) the benefit of any warranty given to us by such third parties and will (on request) supply to you details of the terms and conditions of such warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by third parties and you shall be solely responsible to the entire exclusion of us for complying with all of these.

Our liability under this Condition shall be to the exclusion of all other liability to you whether contractual, tortious or otherwise for defects in the goods and/or cost of labour or for any loss or damage to or caused by the goods and all other conditions, warranties, stipulations or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded in particular (but without limitation of the foregoing) we grant no warranties regarding the fitness for purpose, performance, use, nature or merchantable quality of the goods, whether express or implied, by statute at common law or otherwise howsoever.

#### **General Guarantee Conditions**

The guarantees apply from the date of original purchase.

Guarantees are not transferable and only apply to the person who made the original purchase.

Please ensure you retain your invoice, as proof of purchase is necessary before work can be carried out under the guarantees.

All parts originally purchased at Southern Towbars Ltd are covered by these guarantees, however, parts failing as a result of criminal or malicious damage, fire, theft or where the parts have been used for motorsport, hire vehicles or taxis are excluded.

If work is required to be carried out other than by Southern Towbars Ltd, approval must be obtained in advance from Southern Towbars Customer Service. The guarantee may be invalidated when parts are repaired by a garage or individual other than by Southern Towbars. We will be not responsible for any part removed from the vehicle or adjusted by any person other than Southern Towbars Ltd.

These guarantees do not cover any defect caused by reasonable wear, tear or corrosion, or any costs incurred through loss of use. Manufacturer's conditions of sale apply to all goods sold.

These guarantees do not extend to any monetary or compensatory claim, in particular consequential or additional losses.

All Southern Towbars Ltd guarantees are in addition to your statutory rights.

# **General Data Protection Regulations:**

#### **Use of Website Content**

The contents of this website (including without limitation all website design, text graphics, the selection and arrangement thereof and all software compilations, source code, software and other material) are the copyright of Southern Towbars Ltd and must not be altered, copied, published or distributed without prior written consent by Southern Towbars Ltd. You may view this website and print or download any parts of it for personal, non-commercial purposes only. By using and/or visiting any section (including sub-domains) of the Southern Towbars Ltd website or any other websites or applications that we own (the "Website") and/or registering on the Website, you agree to be bound by (I) these Terms and Conditions; (ii) our <a href="Privacy Policy">Privacy Policy</a>; (iii) our <a href="Cookies Policy">Cookies Policy</a> and (iv) the Rules applicable to the services we offer, and are deemed to have accepted and understood all the Terms.

#### **Links to Third Party Websites**

Southern Towbars Ltd website may contain links to websites operated by third parties other than ones we own. Such links are provided for your reference only. We do not control these websites are not responsible for the content of these websites. Any use of that site by you or any arrangements entered into by you with the owners of those websites is at your own discretion and risk. You should use an anti-virus program on all material downloaded from the internet.

PRIVACY POLICY - Details of our privacy policy can be found here

#### **Liability Disclaimer**

All content provided on this website is for information purposes only and does not in any manner create a legal contract between Southern Towbars Ltd and you except only when agreed by Southern Towbars Ltd in relation to an order of goods and/ or services made by you through this website which is accepted by Southern Towbars Ltd.

Without limiting the foregoing, the information, software, goods, and services published on this website may include inaccuracies or typographical errors. Changes are periodically made to the information. Southern Towbars Ltd and/or its respective suppliers may make improvements and/or changes in this website at any time. Southern Towbars Ltd and/or its respective suppliers make no representations about the suitability of the information, software, goods and services contained on this website for any purpose. All information, software, goods, services and materials including text, graphics and are provided "as is" without warranty of any kind. To

the extent permitted by law, Southern Towbars Ltd and/or its respective suppliers hereby disclaim all warranties and conditions with regard to such information, software, goods and services, including all implied warranties and conditions of fitness for a particular purpose, title and non-infringement. Southern Towbars Ltd does not warrant that the information available via this site is accurate, complete or current.

In no event shall Southern Towbars Ltd and/or its suppliers be liable for any of the following losses or damage (whether such damage or losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any direct, indirect, punitive, incidental, special exemplary or consequential damages arising out of or in any way connected with the use of this website or with the delay or inability to use this website, for any information, obtained through this website, or otherwise arising out of the use of this website, whether based on contract, tort, strict liability or otherwise provided that none of the foregoing and/ or nothing in these terms limits or excludes Southern Towbars Ltd liability for death or personal injury caused by its proven negligence.

You warrant to Southern Towbars Ltd that you will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. It is always recommended for you to run anti-virus program on all material downloaded from the internet.

#### **Governing Law and Jurisdiction**

These terms are governed by and shall by interpreted in accordance with the laws of England and Wales. You hereby consent to the exclusive jurisdiction and venue of courts in England and Wales in all disputes arising out of or relating to the use of this website. Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions.

#### **Updates**

Southern Towbars LTD reserves the right to add, remove or amend the terms and conditions contained in this site without prior notice.

# **Relationship of Parties and Third-Party Rights**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Southern Towbars Ltd as a result of the use of this website. Only you and Southern Towbars Ltd shall be entitled to enforce these Terms and Conditions. No third party shall be entitled to enforce any of the terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

#### Severance

If any part of these terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these terms shall continue in effect.

#### **Entire Agreement**

These terms are the only terms upon which Southern Towbars Ltd are prepared to deal with a purchaser through this website and they shall govern the contract arising from any order made through this website that is accepted by Southern Towbars Ltd to the entire exclusion of all other terms or conditions.

These terms constitute the entire agreement between the user and Southern Towbars Ltd with respect to the use of this website and they supersede all prior communications and proposals.

We strongly advise that you read this policy carefully. Please ask our advice if you are in any doubt over any of the terms and conditions as failure to comply with these conditions may result in cancellation or bookings being refused.

# **Complaints**

Should any complaint arise following a service performed by Southern Towbars Ltd, all subsequent communications that are made concerning the resolution of the complaint should be restricted between Southern Towbars Ltd and the customer. For full details about our complaints policy, click <a href="here">here</a>.

Southern Towbars Ltd endeavours to resolve all disputes amicably and professionally within a 28-day period. Should the process of resolution take longer than this, Southern Towbars Ltd will notify the customer accordingly. If a resolution to a dispute is not forthcoming via our internal procedure, you can refer the complaint to the EU Commission's Online Dispute Resolution (ODR) Platform at <a href="https://www.ec.europa.eu">www.ec.europa.eu</a>.

#### **Additional Information**

Requests for additional information can be made to Customer Service, Southern Towbars Ltd, 63 Crowhurst crescent, Storrington, Pulborough, West Sussex, RH20 4QU.