

# **Terms & Conditions**

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### **General**

#### 1. Definitions

- 1.1. In these Terms & Conditions 'We', 'Us' or 'Our' refers to Highbridge Caravan Centre Ltd (Company No. 01953871) Registered in England at 3-5 College St, Burnham-On-Sea, TA8 1AR.
- 1.2. 'You', 'Your' or 'You're' refers to any person or company who offers a contract with Highbridge Caravans under the 'Your Order' (*Ref. 6*) section of the Terms & Conditions.
- 1.3. The singular shall be deemed to include the plural.

#### 2. Pricing

- 2.1. All prices quoted in-store and online are in Pounds Sterling (£) and are inclusive of VAT at the current rate charged in the UK, where appropriate. We make every effort to keep prices correct and accurate, but we reserve the right to change prices at any time without notice.
- 2.2. Prices in-store and online may differ.
- 2.3. Prices found on our products details page will be correct and accurate unless the price falls under one of the conditions in 'Special Offers & Promotions' (Ref. 3), 'Discounts' (Ref. 4) or 'Voucher Codes' (Ref. 5).

#### 3. Special Offers & Promotions

3.1. These products will be available in limited quantities, sizes and colours. When stock of a special offer runs out, we will no longer be able to sell that item at the special offer price. Should you need to return or exchange a special offer item which is no longer in stock, please refer to our Returns Policy under the 'Returns' (Ref. 19, 20, 21, 22 & 23) sections of the Terms & Conditions.

#### 4. Discounts

4.1. Account customer discounts of either a value (£) or percentage discount (%) are taken from the 'Subtotal' in the Shopping Basket. We reserve the right to change the discount given to our account customers at any time without notice.



#### 5. Voucher Codes

- 5.1. Voucher Code reductions of either a value (£) or percentage discount (%), are taken from the 'Subtotal' in the Shopping Basket. Valid dates will be included where the voucher code is displayed. Voucher codes apply to purchases from Highbridge Caravan Centre Ltd only.
- 5.2. If this is a product or department specific offer, some of the item in your basket may not be applicable for this offer.
- 5.3. The following items are excluded from voucher code discounts:
  - Satellite Systems
  - Motor Movers
  - Awning Annexes
  - Sun Canopies
  - Awnings
  - TV's
  - Motor Annexes
  - Folding Camper Accessories
  - Gas
  - Kayaks
  - Porches
  - Tents
  - Tent Carpets
  - Tent Groundsheets
  - Tent Canopies & Extensions
  - Trailer Tent Accessories
  - Day Tents & Event Shelters
- 5.4. Vouchers are not applicable to a product which falls under a Special Offer or Promotion (Ref. 3).
- 5.5. Free Delivery Voucher Codes apply to Standard Delivery charges unless otherwise stated. If you wish to receive the items quicker, you will have to pay extra for this service.
- 5.6. Any promotions stating 'Web Voucher Code' is available online only and cannot be used in store.

#### 6. Your Order

- 6.1. We endeavour to ensure that the website reflects the stock levels of the company but some products can sell out very quickly. Therefore placing an order with us does not guarantee availability. We will of course make every effort to fulfil your order and if this is not possible we will contact and discuss it with you. Alternatively, to avoid disappointment, you can contact us on 01278 782725 to check availability.
- 6.2. By placing an order you are making an offer and a contract will be formed only when your order is accepted by Highbridge Caravan Centre Ltd. Your order will be accepted at the point payment is taken from your card, your items have been picked and your order is ready for dispatch.



#### 7. Payment

- 7.1. All prices quoted in-store and online are in Pounds Sterling (£) and are inclusive of VAT at the current rate charges in the UK where appropriate.
- 7.2. We accept payment by all major credit cards, excluding American Express. Highbridge Caravan Centre Ltd will not add any additional fees to your order if you pay via any of the card types supported by the site.
- 7.3. We reserve the right to refuse acceptance of payment details if we think they are being used fraudulently. All sensitive consumer data collected on this site is used only for the purpose of completing the transaction. Transaction information is transmitted via Sage Pay Europe Ltd, Registered in England at North Park, Newcastle upon Tyne, NE13 9AA.

#### 8. Your Details

- 8.1. We keep all personal and confidential information secure; it is not shared with or sold to any third parties. The information we ask for is only to verify credit card status and for the processing and dispatch of your order.
- 8.2. Information on how we may use your information can be found under the Privacy Policy.

#### 9. Images

- 9.1. We make every effort to ensure that the product images we use are correct and accurate.
- 9.2. Occasionally it is not possible to show an image with the correct colour. In this situation, please refer to the item description to verify the colour before ordering. All product images are used with the permission of the originator and remain the copyright of the originator.

#### 10. Product Information

- 10.1. We make every effort to ensure that the product information we use is accurate and up to date.
- 10.2. For your own safety, we advise that you read all product information and instructions that come with the products before use. All product descriptions are used with the permission of the originator and remain the copyright of the originator.



#### 11. Product Reviews

11.1. The views expressed in product reviews are in no way representative of the views of Highbridge Caravan Centre Ltd.

#### 11.2. Reviews should:

- Be written in English
- Convey sufficient detail about your experience with the product
- Be assigned a 'star rating' from 1 to 5. The higher the star rating (i.e. number of stars) the higher the reviewer regards the product.

#### 11.3. We cannot post:

- Those which are deemed insufficient reviews, or review longer than 1000 words.
- Reviews that reference other companies
- Negative, spiteful or profane remarks directed at other reviewers, companies or Highbridge Caravan
   Centre Ltd
- Content not specific to the item being reviewed
- Duplicate content
- Reviews that are not your own original work or have been previously published elsewhere
- Content which might be considered defamatory, blasphemous, racist or incendiary
- Sexually explicit or sexually gratuitous comments
- Review submitted by, or on behalf of, companies or websites
- Advertisement or promotional material
- Phone numbers, postal addresses, email addresses or URL's
- 11.4. Highbridge Caravan Centre Ltd reserves the right to remove or refuse to post any customer review it considers to be in breach of any of the terms.
- 11.5. Highbridge Caravan Centre Ltd retains the right to delete reviews at any time, without reason and without notice.
- 11.6. Highbridge Caravan Centre Ltd endeavour to publish reviews within a 72 hour time period, however during busy periods, moderation may take a little longer.
- 11.7. Highbridge Caravan Centre may publish any comments at their sole discretion and shall be entitled to change, delete or use this content in other areas of the business.
- 11.8. You are welcome to write multiple reviews, but submission guidelines must be followed for each review.

#### 12. Complaints

- 12.1. We take the satisfaction of our customers very seriously. If you feel you have received a substandard level of information or services from us, we would like to hear about it. We will make every effort to rectify genuine problems.
- 12.2. Complaints should be written and sent either by:
  - Email: info@highbridgecaravans.co.uk
  - Letter: Highbridge Caravan Centre Ltd, A38 Bristol Rd, Highbridge, Somerset, TA9 4EX



#### 13. WEEE (Waste Electrical and Electronic Equipment)

- 13.1. The Waste Electrical and Electronic Equipment (WEEE) Regulations aim to reduce the environmental impacts of Electrical and Electronic Equipment (EEE) when it reaches the end of its life.
- 13.2. The goods covered by the Waste Electrical and Electronic Equipment (WEEE) Regulations fall into the following categories:
  - Large household appliances e.g. fridges, radiators and air conditioning appliances
  - Small household appliances e.g. sewing machines, toasters and clocks
  - Consumer equipment e.g. TV's, radios and musical instruments
  - Lighting equipment e.g. fluorescent lamps and non-household luminaires
  - Monitoring and control instruments e.g. smoke detectors and thermostats
  - · Cooling appliances containing refrigerants
- 13.3. The regulations do not apply to:
  - Equipment where electricity is not the main power source through battery or mains supply e.g. a gas cooker
  - Equipment that is part of something that is not EEE other waste regulations may apply to such equipment e.g. the End-of-Life Vehicle Regulations cover the electrical components of vehicles
  - Filament light bulbs
  - Household light fittings of any kind
- 13.4. As a distributor of Electrical and Electronic Equipment (EEE) to household users, Highbridge Caravan Centre Ltd offers a 'retailer take-back' scheme for its customers.
- 13.5. Customers can return to us in-store any Waste Electrical and Electronic Equipment (WEEE) products for free on a like for like basis when purchasing a new product.
- 13.6. WEEE is accepted up to 28 days after the new item has been purchased.
- 13.7. Highbridge Caravan Centre Ltd will then dispose of your WEEE free of charge.
- 13.8. The in-store take-back point is located in the Outdoor Leisure Store, Highbridge Caravan Centre Ltd, A38 Bristol Rd, Highbridge, Somerset TA9 4EX.



#### 14. WEEE Symbol

- 14.1. Any product carrying the crossed out wheeled bin symbol must comply with The Waste Electrical and Electronic Equipment (Amended) Regulations 2009 (WEEE) for disposal of Waste Electrical and Electronic Equipment. This symbol indicates that the product must not be placed with normal refuse. Please see the WEEE Regulations for advice on how to dispose of these products.
- 14.2. The symbol used on battery products does not include the black bar across the bottom. The symbol is used to support the recycling of Batteries under the EU Batteries Directive. For more information on this please feel free to ask a member of staff.



#### 15. EU Batteries Directive

- 15.1. As a retailer that supplies portable batteries to consumers and/or businesses, Highbridge Caravan Centre Ltd is obliged to comply with the distributor requirements of the EU Batteries Directive. 'Supply' includes selling, providing and/or making available portable batteries to end users.
- 15.2. Battery users have no obligations under the Batteries Regulations. However, you should dispose of your waste batteries in an environmentally sound way. For example, the disposal of whole, untreated industrial and automotive batteries in landfill or by incineration is banned.
- 15.3. Battery Regulations apply to both single-use batteries (also known as primary batteries) and rechargeable batteries (known as secondary batteries or accumulators). A battery is defined as any source of electrical energy generated by direct conversion of chemical energy consisting of one or more battery cells.
- 15.4. Batteries can be divided into three categories:
  - Portable
  - Industrial
  - Automotive
- 15.5. Portable batteries are batteries or battery packs that are:
  - Sealed
  - Hand carried without difficulty
  - Neither industrial or automotive battery
- 15.6. Examples of portable batteries include:
  - AA or AAA batteries that might be used to power the remote control for a television
  - Batteries used in mobile phones, portable MP3 players or laptops
  - Button Cells found on a PC motherboard or in a wristwatch
- 15.7. Automotive batteries are used in vehicles such as cars, vans, lorries, buses and other types of road transport for starting the engine and lighting.
- 15.8. Highbridge Caravan Centre Ltd offers a free collection point for all kinds of waste portable batteries, even those which we don't sell.
- 15.9. The free collection point is located in the Outdoor Leisure Store, Highbridge Caravan Centre Ltd, A38 Bristol Rd, Highbridge, Somerset TA9 4EX.



- 15.10. You are welcome to drop off waste portable batteries without having to purchase new batteries.
- 15.11. Highbridge Caravan Centre Ltd will dispose of your old battery, free of charge when replacing an automotive battery in your vehicle.
- 15.12. We do not accept automotive batteries for recycling if you are not purchasing a replacement battery. For information on your nearest civic amenity and recycling centres please visit <a href="www.recyclenow.com">www.recyclenow.com</a> or contact your local authority.



## **Delivery**

#### 16. UK Delivery

- 16.1. For order to the areas marked in green (*Ref. 16.3*), delivery times are subject to the Delivery Tariff Table (Ref. 16.4)
- 16.2. For orders to remote areas of the UK such as the Offshore Islands, Scottish Highlands, Isle of Man, Northern Ireland etc marked in orange (*Ref. 16.4*); delivery may take 2-3 working days.
- 16.3. Delivery Map:





#### 16.4. Delivery Tariff Table:

Weight	Cost	Method	Typical Delivery Time
0-500g	£2.50	Royal Mail	3-5 working day
501-1500g	£5.00	Royal Mail	3-5 working days
Up to 20kg	£10.00	City Link	1-2 working days
			(Next day if ordered before 3pm)
20+ kg	£15.00	City Link	1-2 working days
(orders over 40kg will attract a charge of			(Next day if ordered before 3pm)
£0.27 per additional kg)			
Orders £100 or more	Free	City Link	1-2 working days

- 16.5. Orders are always shipped at the first opportunity. We aim to process your order within 24hrs (not including weekends and bank holidays).
- 16.6. "3-5 working days" Orders placed before midnight are dispatched the next working day for attempted delivery within 5 days to UK Mainland.
- 16.7. "1-2 working days" Orders places before midnight are dispatched the next working day for attempted delivery within 2 days to UK Mainland.
- 16.8. "Next Day" Orders placed before 3pm are dispatched the same working day for attempted delivery the next working day to UK Mainland.
- 16.9. "Free Delivery" Free delivery is offered to items or orders to the value of £100 or over. Orders received before 3pm will be delivered next day. Orders received after this will be delivered within 1-2 working days.
- 16.10. When you place an order you will be notified of estimated dispatch and delivery dates for your order based on the availability of your items and the delivery method.
- 16.11. In busy periods, orders may take longer to dispatch. We endeavour to process your order as quickly as possible, however, should there be some delay with your order we will notify you via email or telephone where possible.
- 16.12. Orders are delivered during normal office hours and will require a signature upon receipt of the goods. All valuable orders are shipped using an insured service.
- 16.13. Smaller or less valuable order will be shipped via Royal Mail unless a Next Day service is specified.
- 16.14. Orders to remote areas are dealt with on an individual basis.
- 16.15. We reserve the right to charge more for delivery as appropriate in exceptional circumstances e.g. if the order is to be delivered to a remote area or for very large or valuable items. We will always contact you to discuss the options before making additional delivery charges.
- 16.16. If the item is returned due to a missed delivery/collection then we will rearrange delivery at your cost, unless you no longer require the item. The original cost of delivery will be non refundable.



#### 17. International Delivery

17.1. We currently do not offer delivery of our products outside of the UK.

#### 18. Recycled Packaging

18.1. At Highbridge Caravan Centre Ltd we care for the environment and as such see it as our responsibility to look after it. This means that where possible we recycle as much packaging as we can when preparing your order for delivery. This will not however, compromise the protection of your items.



### Returns

- 19. Cancelling Your Order Before the goods are sent out to you
  - 19.1. The contract between us only becomes binding the point at which we dispatch your order. Therefore you are free to cancel your order for any reason, at any time before we dispatch the goods to you.
  - 19.2. If you wish to cancel your order before the goods have been dispatched, please call us on 01278 782725.
- 20. Cancelling Your Order After the goods have been sent out to you (Please note all goods must be in a new and unused condition together with all packaging, labels and tags together with a copy of your original receipt.)
  - 20.1. Under the Distance Selling Regulations, you the consumer have a cooling off period during which you have the unconditional right to cancel the contract. The cooling off period ends seven working days (not including weekends or bank holidays) after the day on which you receive the goods.
  - 20.2. You must provide us with written intent to cancel or we will not accept your return. You may contact us by:
    - Email: returns@highbridgecaravans.co.uk
    - Letter: Internet Returns, Highbridge Caravan Centre Ltd, A38 Bristol Rd, Highbridge, Somerset TA9 4EX
  - 20.3. The right to cancellation does not apply to the following goods:
    - Goods or services where the price depends on fluctuations in the financial markets that cannot be controlled by the supplier.
    - The supply of goods made to the customer's own specification, such as custom-made blinds or curtains. But this exception does not apply to upgrade options, such as choosing alloy wheels when buying a car or opting for add-on memory or choosing a combination of standard off-the-shelf components when ordering a PC.
    - Goods that, by reason of their nature, cannot be returned, for example, where returning the goods is
      a physical impossibility or goods that cannot be restored to the same physical state they were
      supplied in, such as nylon tights that become distorted once worn.
    - · Perishable goods like fresh foods or fresh cut flowers.
    - Audio or video recordings or computer software that the customer has unsealed
    - Newspapers, periodicals or magazines.
  - 20.4. You are under a statutory duty throughout the period of cancellation to retain possession of the goods and take reasonable care of them. Your right to cancellation is not connected with your duty to exercise reasonable care of the goods; however, action might be taken against customers for any breach of this statutory duty.



#### 21. Returning Cancelled Goods

- 21.1. Once you have notified us of your wish to cancel, we require you to return the goods to us at your own expense as soon as possible by:
  - Filling out and enclosing our Internet Returns Form
  - By post or courier to the following address: Internet Returns, Highbridge Caravan Centre Ltd, A38
     Bristol Rd, Highbridge, Somerset TA9 4EX
- 21.2. When returning goods in accordance with the contract, you the consumer must take reasonable care to ensure that we receive the goods and that the goods are not damaged in transit.
- 21.3. Goods are returned at your own expense and risk. We recommend using a recorded delivery service or equivalent as we cannot accept responsibility of goods lost in transit. If you can prove the return of goods in an appropriate way, you will not have to bear the costs of any loss or damage in transit. If your item is excessively large or heavy, we can arrange for a courier to collect it at a price which we will agree with you in advance.
- 21.4. Whilst in your possession, we ask that you inspect goods indoors taking care not damage or soil them. We also ask that you return items in their original conditions; this includes all tags, instructions and any packaging.

#### 22. Refunding the cost of goods to you

- 22.1. Once you have notified us of your wish to cancel, we will refund to you any money paid in relation to the contract as soon as possible and in any event, within a maximum period of 30 days. We will refund to you, any money paid in relation to the contract by, or on behalf, or the customer, to the person who made the payment. This includes:
  - Full price of the goods
  - Deposit or prepayment made
  - Cost of delivery
- 22.2. We are unable to refund the cost of return for cancelled goods.
- 22.3. If you fail to return the goods, or goods are returned at our expense, we reserve the right to charge you the direct cost to you of the return. We cannot deduct this amount from your refund.
- 22.4. Our preferred method of repayment is to credit the refund back to the original card with which you made the payment. If this is not possible, please let us know how you require a refund to be made at the time that you notify us of your intent to cancel.



#### 23. Return of goods under the Sale of Goods Act 1979

- 23.1. You are within your rights to return goods under the Sale of Goods Act 1979 which are:
  - Faulty
  - Not of satisfactory quality
  - Not fit for purpose
  - Do not correspond to their description
- 23.2. If you wish to return goods which you believe are damaged or faulty, please telephone 01278 782725. We will discuss with you the problem and advise the best method of returning the item.
- 23.3. Goods are returned at your own expense and risk. We recommend using a recorded delivery service or equivalent as we cannot accept responsibility for goods lost in transit. If you can prove the return of goods in an appropriate way, you will not have to bear the costs of any loss or damage in transit.
- 23.4. If you goods are excessively large or heavy, we can arrange for a courier to collect it at a price which we will agree with you in advance.
- 23.5. Please fill out and enclose our Internet Returns Form when returning any goods.
- 23.6. Upon receipt of the goods we will examine them for damage:
  - If the fault is obvious and inherent, we will process the refund, repair or exchange within 7 days of receipt of the goods
  - If the fault is not obvious, we may need to return the goods to the supplier for testing. We typically expect a response from the supplier within 28 days. The following products usually need to be examined by the supplier; Electrical Appliances, Gas Appliances, Tents, Awnings, Porches and Motor Annexes.
- 23.7. In the event that the goods are found to be damaged or faulty, we will either:
  - Refund to you the price you paid for the goods, plus the original delivery cost, plus the cost to you returning the goods to us, or, after consulting with you
  - Send to you a replacement and refund to you the cost or returning the product, or
  - Have the product repaired, return it to you and refund you for the cost of returning the product.
- 23.8. In the event that the fault or damage is not due to fault manufacture, but to misuse or damage sustained after purchase, or subject to normal wear and tear, we will contact you to find out whether you wish the goods to be returned to you or repaired, if a repair is feasible. In these circumstances the cost of repair, returning the goods to us and returning the goods to you would be at your expense.