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## Broadcrown Power Engineering Parts Online: Online consumer products Terms and Conditions

### OUR TERMS

#### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply Generator Parts products to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Broadcrown Power Engineering – a division of Greenshields JCB Limited, a company registered in England and Wales. Our company registration number is 3235098 and our registered office is Gravel Hill Road, Farnham, Surrey GU10 4LG. Our registered VAT number is GB270944294.

**2.2 How to contact us.** You can contact us by telephoning us on 0330 900 3939 or by writing to us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk) or Broadcrown Power Engineering (a division of Greenshields JCB Limited), Unit 101 Marchington Industrial Estate, Marchington, Staffordshire ST14 8LP.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

#### 3. OUR CONTRACT WITH YOU

**3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

**3.4 We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

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#### 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

**4.2 Product packaging may vary.** The packaging of the product may vary from that shown in images on our website. Some items may not arrive with any manufacturers' packaging.

#### 5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see *Clause 8- Your rights to end the contract*).

#### 6. OUR RIGHTS TO MAKE CHANGES

**6.1 Changes to the products.** We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement minor technical adjustments and improvements, for example to address a safety issue. These changes will not affect your use of the product.

#### 7. PROVIDING THE PRODUCTS

**7.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.

**7.2 When we will provide the products.**

For all orders placed before 12pm we will endeavour to despatch on the same day and deliver them to you during the next working day (excluding Public Holidays). All orders placed before 12pm on a Friday will be delivered the following Monday (excluding Public Holidays). All orders placed after 12pm will be despatched the following working day.

**7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**7.4 If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we, or our chosen courier, will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

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**7.5 If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for our reasonable storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and *Clause 10.2* will apply.

**7.6 Your legal rights if we deliver products late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the products;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

**7.7 Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under *Clause 7.6*, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

**7.8 Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *Clause 7.6* or *Clause 7.7*, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you must either return them in person to your nearest Broadcrown Power Engineering or Greenshields JCB depot or post them back to us. Please call us on 0330 900 3939 or email us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk) to authorise a return.

**7.9 When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us.

**7.10 When you own products.** You own a product once we have received payment in full for it.

**7.11 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, machine serial number. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and *Clause 10.2* will apply). We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.12 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see *Clause 6*).

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## 8. YOUR RIGHTS TO END THE CONTRACT

**8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

**(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced), see *Clause 11*;

**(b) If you want to end the contract because of something we have done or have told you we are going to do, see *Clause 8.2*;**

**(c) If you have just changed your mind about the product, see *Clause 8.3*.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;

**(d) In all other cases (if we are not at fault and there is no right to change your mind), see *Clause 8.6*.**

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you for any products which have not been provided. The reasons are:

**(a)** we have told you about an upcoming change to the product or these terms which you do not agree to (see *Clause 6*);

**(b)** we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

**(c)** there is a risk that supply of the products may be significantly delayed because of events outside our control; or

**(d)** you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see *Clause 7.7*).

**8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

**8.4 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

**(a)** Products sealed for health protection purposes (greases, oils and lubricants), once there have been unsealed after you receive them;

**(b)** any products which become mixed inseparably with other items after their delivery.

**8.5 How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

**(a) For Parts,** you have 14 days after the day you receive the products, unless your products are split into several deliveries over different days. In this case you have until 14 days after the day you receive the last delivery to change your mind about the products.

**8.6 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see *Clause 8.1*), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund 25% of the price of the products as compensation for the net costs we will incur as a result of your doing so.

## **9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**9.1 Tell us you want to end the contract.** To end the contract with us, please contact us by phone or email. Call us on 0330 900 3939 or email us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to your nearest Broadcrown Power Engineering or Greenshields JCB depot, post them back to us at Broadcrown Power Engineering, Unit 101 Marchington Industrial Estate, Marchington, Staffordshire ST14 8LP or (under special circumstances and if they are not suitable for posting) allow us to collect them from you. Please call us on 0330 900 3939 or email us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk) to authorise returns. If you are exercising your right to change your mind you must send us the products within 14 days of telling us you wish to end the contract.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances, you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us for collection. Costs will be advised before collection and are determined by the size of the product, the weight and the location of the product.

**9.5 How we will refund you.** We will refund you the price you paid for the products including delivery costs (where applicable), by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind we will refund any sums paid by you but we may deduct from that refund 25% of the price of the products as compensation for the net costs we will incur as a result of your doing so. Products listed in Clause 8.4 do not qualify for a refund.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) Your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 9.2.

## 10. OUR RIGHTS TO END THE CONTRACT

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you.

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in *Clause 10.1* we will refund any sums paid by you for products not provided but we may deduct from that refund 25% of the price of the products as compensation for the net costs we will incur as a result of your doing so.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

**11.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone us on 0330 900 3939 or write to us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk) or Broadcrown Power Engineering, Unit 101 Marchington Industrial Estate, Marchington, Staffordshire ST14 8LP.

**11.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your products are faulty, then you can get an immediate refund.
- b) Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back.

See also *Clause 8.3*.

See also *Exercising your right to change your mind (Consumer Contracts Regulations 2013)*.

**11.3 Your obligation to return faulty products.** If you wish to exercise your legal rights to reject faulty products you must either return them in person to a Greenshields JCB depot, post them back to us or (under special circumstances and if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 0330 900 3939 or email us at [generators@gjcb.co.uk](mailto:generators@gjcb.co.uk) to authorise a return.

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## 12. PRICE AND PAYMENT

**12.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see *Clause 12.3* for what happens if we discover an error in the price of the product you order.

**12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

**12.4 When you must pay and how you must pay.** We accept payment by all major credit and debit cards (except American Express). You must pay for the products at the time of ordering.

**12.5 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.

## 13. HOW WE MAY USE YOUR PERSONAL INFORMATION

**13.1 How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy <https://www.greenshieldsjcb.com/privacy-policy/>

## 14. OTHER IMPORTANT TERMS

**14.1 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**14.2 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.3 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**14.4 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.