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Full Terms and Conditions

1. In General

Access to and use of this Website and the products and services available through this Website, collectively known as our 'Services', are subject to the following terms, conditions and notices (the 'Terms of Service'). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. Please check this page regularly for notice of any changes we may have made to the Terms of Service. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Website. This Website may contain links to other websites, which are not operated by gobatteries.co.uk and Go Batteries have no control over the 'Linked Sites' and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

2. Prohibitions

You must not misuse this Website. You must not: commit or encourage any criminal offence, transmit or distribute any type of virus or other material designed to breach confidence, disarm or damage technology, hack into any aspect of the Services, corrupt data, infringe upon the rights of any other person's proprietary rights, send any unsolicited promotional or advertising material, commonly referred to as 'spam'; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. Gobatteries.co.uk will immediately report any such breach to the relevant law enforcement authorities and disclose your identity to them. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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4. Terms of Sale

By placing an order with Gobatteries.co.uk, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. You must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us to place an order and we retain the right to refuse any request made by you. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

a. Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order, and a further confirmation e-mail will be sent at the time of dispatch listing the goods ordered and this forms our contract with you.

b. Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of continuing with your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods you will receive a full refund, however if the goods are despatched then there may be a carriage cancellation charge of up to £40.00.

c. Payment

Upon receiving your order, we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this pre-authorisation check has been completed. Your card will be debited once the order has been accepted.

5. Delivery

We deliver batteries Monday to Friday 8am-6pm and aim to deliver orders within 1-2 working days when ordered by 1pm Monday to Friday. We also offer express handling for next day delivery. We do everything we can to meet the delivery times specified, however occasionally times may be affected by factors beyond our control and cannot be guaranteed, and we are unable to refund delivery costs for delayed orders. We will inform you if we become aware of an unexpected delay. Please note that if your order consists of several items, deliveries may, on occasion be made separately. We do not deliver on Saturdays, Sundays or Bank Holidays and we reserve the right to alter or amend delivery times in exceptional circumstances.

All goods MUST be checked upon delivery and any shortages/damages MUST be reported to us within 24 hours for us to claim with the courier. We reserve the right to charge any additional charges incurred from our courier due to customers inputting incorrect delivery information

provided on orders. Lost or undelivered goods must be reported to us within 14 days of purchase, after this period we cannot be held responsible for any loss.

All pallet deliveries MUST be checked before signing the POD (proof of delivery) for the goods, if the recipient signs the POD then you are confirming everything is in good order and condition and any subsequent damage or shortages will NOT be covered by the carrier.

(i) Delivery Exceptions

We only deliver batteries to the UK, and are unable to deliver to the following areas:
AB37 to 38, AB55 to 56, FK18 to 20, IV1 to 28, IV30 to 32, IV36 & 40, IV41 to 49, IV50 to 56, IV63, KA27 to 28, KW1 to 17, PA20 to 38, PA41 to 49, PA60 to 78, PA80, PH17 to 26, PH30 to 44, PH49 to 50, All HS, All ZE, All IM, All BT, Isle of Wight, Isles of Scilly, Channel Islands and Southern Ireland.

5a. International Shipments

All International Goods are sold DAP (Delivered at Place) unless expressly stated in writing by Go Batteries. All goods are dispatched Monday to Friday and vary on delivery times depending on the destination country, whether it is shipped via Air, Sea or Road and as such delivery times are given at the time of enquiry where cost of shipping and time frames are given. The method and route of shipment shall be as mutually agreed in each accepted purchase order. Go Batteries shall tender delivery of all Goods to a carrier for transportation to the destination designated in an accepted purchase order/invoice. All costs for transportation including without limitation, taxes and standard insurance, shall be assessed by Go Batteries and borne by the buyer unless otherwise agreed to in writing by Go Batteries. Go Batteries shall invoice Buyer for all shipping related costs. All risk of loss shall pass to the Buyer when the goods are delivered to the destination. Shipment of Goods held by reason of Buyers request or inability to receive Goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Go Batteries within fourteen (14) days of delivery.

6. Taxes and Fees

Unless expressly stated and agreed to in writing by Go Batteries, quoted prices do not include shipping and handling charges, sales, use, excise or similar taxes or duties. Buyer shall pay all Taxes and Duties directly.

7. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Gobatteries.co.uk, our suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or otherwise.

This does not affect Gobatteries.co.uk liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law

8. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

9. Trademark, Imagery and Copyright Ownership Disclaimer

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Website are in no way associated, linked or affiliated with Gobatteries.co.uk and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and does not infer that such products or services are endorsed by or connected to Gobatteries.co.uk.

10. Variation

Gobatteries.co.uk reserve the right in its absolute discretion at any time and without notice to amend, remove or vary the Services, products and/or any page of this Website.

11. Complaints

We take complaints very seriously and implement a Complaints Handling Procedure in which we aim to resolve disputes as soon as they arise. Please contact us immediately if you have any complaints.

12. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13. Governing Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

14. Service Restrictions

If necessary, Go Batteries can restrict the services and benefits to customers of which he or she is

entitled, or impose conditions under which they will be made available. Action may be taken if a customer behaves in a threatening or abusive manner towards our staff or agents or if a customer has falsely represented that they are entitled to services that they are not entitled to.

15. Invoices/Guarantee

Invoices for orders placed with us are automatically sent to you via email once the payment has been confirmed. This email is proof of your purchase and guarantee so must be kept in safe keeping in order to claim under our warranty procedure or obtain further assistance with your product.

16. Cancellation Policy / Cooling Off Period

Customers are entitled to a 7 day cooling off period from the delivery date during which they may return the battery and receive a full refund, providing it has not been opened or used. Our offices must be notified of a decision to cancel an order within this 7-day period, and the customer will be required to cover the cost of returning the battery.

17. Returns Policy

In the unlikely event that a fault be found with one of our batteries we will process a replacement as quickly as possible. The majority of batteries that are returned to us are simply flat and require a recharge before use, so please check the charge on your battery first. If a fault is found with a new battery, call our team on +44 (0) 1926 400080 to report the incident and request a returns authorisation number. A returns form can be downloaded from our website, but please note that returns will not be processed without an authorisation number. A member of our team will then contact you to take a £20 deposit and arrange the collection of your battery for testing. All items returned to us must be in original packaging unopened and with all labels attached so we can return to stock to sell as new. If a fault is confirmed, we will send a replacement out to you and refund the £20 deposit, however if no fault is found, then the current battery will be recharged and returned to you without the deposit. Any non-faulty items that are left with us and remain unclaimed will be disposed of after 3 months.

18. Warranty Policy

We offer up to four years' warranty on certain batteries, with a minimum of 12 months on all batteries, dependent on the manufacturer specification. If you have a fully charged battery and believe it to be faulty, you can return the battery for testing. Call the Go Batteries team with your invoice / order number, and we will take a £20 deposit and arrange collection of your battery for testing. If the battery is found to be faulty, we will refund your deposit and send you a new battery, however if the battery is not faulty we will return it to you with the test report, fully charged and ready to use. If you return a battery to us with a voltage of 10.6 or less, have failed to follow the battery handling and storage instructions or have made any unauthorised modifications, this will render your warranty void.

19. Privacy Policy

Go Batteries are committed to protecting your privacy. We do not store customer credit card details.

We will only use the information that we collect about you lawfully in accordance with the Data Protection Act 1998.

20. Battery Disposal

Dispose of the old battery and any plastic vials or transit bags that contain spilled acid environmentally at a local service garage or recycling centre in accordance to the UK's Waste Electrical and Electronic Equipment (WEEE) Regulations. Please note there may be a small fee for this service. For more information on battery recycling and disposal visit www.recycle-more.co.uk.
