



Cleaning Equipment Specialists



General Terms and conditions 01/02/2011>

1.1 Application

These Terms govern the sale or repair by Precious Washers to you of Products or Repair for which you place an order that is accepted by Precious Washers. Your acceptance of the Products or Repair shall be deemed to constitute acceptance of these Terms.

1.2 Orders

You can order anytime at www.preciouswashers.co.uk or by phone on 01785 227722. Our lines are open Monday to Friday 9am to 5.30pm. Although we aim to process all orders same day, if you order after 1pm please assume that delivery will be as if your order had been placed the next working day.

All orders placed by you are subject to acceptance by Precious Washers. Precious Washers reserves the right to revise prices, limit quantities, correct errors in its catalogue and refuse orders at its discretion including, without limitation, orders from distributors, dealers and warehouse stores.

If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. In the event that you order an item and the price published on the Site is incorrect for any reason, we will contact you upon discovery of the error to let you know the correct price and ask you whether you still wish us to fulfil your order at this price. We shall be under no obligation to fulfil an order for a product which was advertised at an incorrect price. Should we have fulfilled the order before discovering the error, we reserve the right to take back the goods and refund you the purchase price or charge you the correct amount.

Except as may otherwise be permitted by applicable law, you may not cancel an order which Precious washers has accepted without the agreement in writing of Precious Washers, which requirement may be waived by Precious Washers from time to time in its sole discretion. Prices are exclusive of VAT. Ownership remains with Precious Washers until full payment for products has been received.

1.3 Delivery

we know how important it is to get the equipment you need, we aim (but do not guarantee) to deliver all orders the next working day, although certain items may take longer. Orders placed Monday to Thursday will be delivered the next working day. Orders received on Friday will be delivered the following Monday. Customers will be advised at time of order if this is the case. Precious Washers cannot be held responsible for any consequential loss due to late or non-delivery.

Note that oversized or bulky items may require additional delivery time and some products are delivered to customers directly by the manufacturer and some manufacturers are unable to deliver outside of the UK mainland; Precious Washers shall endeavour to inform you of extended delivery times at the time you place your order. In any case, Precious Washers shall not be liable for any cost or damage caused by late or non-delivery of the Products. Any delay in delivery of the Products shall not give you a right to reject the Products or cancel your order. Precious Washers reserves the right to deliver the Products in instalments.

Delivery times are between 7.00 am and 6.00 pm. We cannot specify an exact time when we will deliver. The delivery driver needs to obtain a signature for all parcels. If you are unavailable to accept delivery, your order may be left with a neighbour if they are willing to sign for it. Please note parcels cannot be left in porches, sheds etc. Most deliveries are attempted twice and the driver will leave a card stating when delivery will be re-attempted or if the parcel has been left with a neighbour, or if the parcel is available to be collected from your local Post Office. Please state when ordering the floor level of your delivery address if it is not at ground level. If you are a large organisation such as a council or hospital, the delivery driver's obligation is to deliver to main reception, stores or post room only.

We aim (but do not guarantee) to deliver to the UK mainland the next working day after you placed your order (unless products ordered have a longer delivery time shown). Please note we cannot deliver to PO Boxes or BFPO addresses.

For deliveries to Northern Ireland and the Channel Islands, please [Contact](#) us for a quote.

Please note that delivery days quoted are working days, and for some areas of Northern Scotland, the Scottish Highlands and the South-West delivery could take longer. Also additional carriage costs may apply to these areas. For further information on carriage costs or delivery timescales, please contact Customer Services on 01785 227722.

1.4 Payment

Unless you are a Precious Washers Business Account Holder, you must pay for the Products at the time you place your order. If you are an account holder, please be aware that under the terms of the Late Payment of Commercial Debts (Interest) Act 1998, we are entitled to levy interest and a late payment compensation fee on overdue debts. Business accounts are not available for first time orders. If paying by credit card on an order and you require the goods to be delivered to an alternate address other than that which your credit card is registered to, we may need to verify your details before we can process your order. Precious Washers reserves the right, by giving you notice at the time you place your order, to increase the price of the Products to reflect any increase in the cost to Precious Washers which is due to any factor beyond its control.

1.5 Returns

You can return unwanted items within 7 days of delivery and we will issue you a full credit. Just call our Customer Services Team on 01785 227722. If you wish us to collect the item the charge is £12.92* (which will be deducted from the value of your credit, within the UK mainland) and the goods must be unused, complete, and in 'as new' condition and in their original and unmarked packaging (not resealed with brown tape).

Industrial machines & some items will need to be quoted on as a per item price, due to size

1.6 Damaged, Missing or Faulty Items

If you receive a damaged item you must **REJECT** this item at the time of delivery and inform our customer service team within 24Hours on 01785 227722 if you accept an item that is damaged we **CAN NOT** claim for this on the postage insurance and maybe unable to assist you in claiming for this item.

2 Warranty

Subject to the limitations on its liability set out in these Terms, Precious Washers warrants that the Products will be free from defects in material and workmanship for a period of one year from the date of delivery. Precious Washers shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions or misuse. If you notify Precious Washers of a valid claim for a breach of this warranty within the one year period, Precious Washers will replace or repair the Product, at Precious Washers discretion, but Precious Washers shall have no other liability to you.

2.1 Warranty on Repairs

Precious Washers warrants that the repair will be free from defects in material and workmanship for a period of 3 months from the date of repair. If you notify Precious Washers of a valid claim for a breach of this warranty within the 3 Month period, Precious Washers will replace or repair the Products fitted, at Precious Washers discretion, but Precious Washers shall have no other liability to you. Travel for return visits for warranty on repairs is NOT included in any warranty claim, and you may be asked to pay this before an engineer is despatched

2.2 Warranty Exclusions

- Accessories from **all** equipment are excluded, on a pressure washer for example only the machine is covered, the Hose, Gun and lance etc will not be.
- Where industrial equipment is sold with "On Site Warranty" this does not include the travel cost if the repair you require is more than 25miles from ST18 0GA, unless otherwise stated in your service agreement at the time of purchase.

3 Liability

Nothing in these Terms shall exclude or limit Precious Washers liability for fraud or for death or personal injury caused by its negligence or any other liability to the extent that the same may not be excluded or limited as a matter of law. Without prejudice to the previous sentence, Precious Washers shall not be liable for any loss of income or profits or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by the negligence of Precious Washers, its breach or non-performance or any of its obligations under these Terms or otherwise. These Terms set out the full extent of Precious Washers obligations and liabilities in respect of the sale of the Products. In particular there are no conditions, warranties or other terms, expressed or implied, as to satisfactory quality, fitness for a particular purpose or of any other kind whatsoever, that are binding on Precious Washers except as specifically stated in these Terms. Any condition, warranty or other term concerning the sale of the Products, which might otherwise be implied into or incorporated within these Terms, whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law. If you are a consumer the exclusion of terms implied by law will not apply to you.

4 Data Protection

The personal information you provide to Precious Washers consists of your name, your postal and e-mail addresses, other contact details as well as order, delivery and billing information; it will be maintained as part of our customer records for the purposes of credit checking, direct marketing, orders delivery and product purchase history. This information will be stored, namely, on our centralised database in the UK. Precious Washers may also need to make your records available to our professional advisors, such as lawyers, accountants, regulatory authorities or other governmental administrations. Most of these other parties will be located in the European Union. Further information as to the right to protect your personal data is available from the Data Protection Registry in the United Kingdom. By entering into any agreement with Precious Washers or providing Precious Washers with personal data, you consent to the processing and transfer of such data in the manner and for the purposes described here above.

5 Workshop repairs

Your equipment can be left with Precious Washers for repair this is done so with NO storage charges while your machine repair is in an Active State. When your machine is not in an Active state we will only store your item for 14days, after that time we will recycle your product in a way we see fit. Unless you have agreed different terms in writing BEFORE your equipment is in our custody. This also includes equipment that is delivered buy yourself, courier or by Precious Washers.

5.1 Active State

Your equipment is in an active state when:

- Being repaired
- Waiting Parts
- Waiting a decision on a repair
- Waiting for collection upon being repaired & settled in full
- Waiting for Delivery Upon being repaired & settled in full
- Repaired & not paid for will be stored for 30days

5.2 NONE Active State

Your equipment is in a NONE active state after we have made a communication with yourself and you DO NOT make a decision on a repair, you then have 14 Days to make that decision and/or arrange collection/Delivery of your equipment.

5.3 Domestic Repairs

Equipment that is deemed to be domestic / consumer by Precious Washers qualify for our lower flat rate charge, with this lower charge they are classed as " class 2". These repairs fall secondary in priority to class 1. With a typical repair taking around 14days from start to finish.

6 General

Precious Washers shall not be liable to you for any loss or damage which you might suffer arising from Precious Washers delay in fulfilling or failure to fulfil any of its obligations under these Terms to the extent that such delay or failure is caused by any circumstance beyond Precious Washers reasonable control. If due to such circumstances or events Precious Washers has insufficient stocks to meet all its orders, Precious Washers may apportion available stocks between its customers at its sole discretion. These terms and any terms appearing on any order form to which these Terms apply constitute the entire agreement between you and Precious Washers relating to the Products. The failure of Precious Washers or you to enforce any of these Terms does not constitute a waiver of that term and shall in no way affect the right later to enforce the term. The invalidity or unenforceability of any clause of these Terms shall not adversely affect the validity or enforceability of the remaining provisions. No amendment, variation or addition to these Terms shall be binding unless agreed to in writing by an authorised representative of Precious Washers. Precious washers may transfer any contract with you concluded on these Terms or any of its rights or obligations under any such contract. These Terms will be construed in accordance with the laws of England and any disputes shall be settled by the English courts.

7 Defined Terms

"Precious Washers" "PWS" "PWS-Onsite means: Precious Washers (Stafford) ltd, whose head

office is at: Precious Washers, Unit 24 Wolseley Court, Staffordshire Technology Park, Stafford, Staffordshire, ST18 0GA trading as "Precious Washers" "PWS" "PWS Onsite" with the web address of: www.preciouswashers.co.uk .

"Terms" means: these terms and conditions of sale.

"Products" means: any products listed in this catalogue for which you place an order which is accepted by Precious Washers.

"You" means: you, the customer.