Introduction

These Terms and those of our Privacy Policy and Delivery Information and Returns Policy (Policies) will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site (Products). Please click on the button marked "I Accept" at the end of these Terms and Policies if you accept them. If you refuse to accept these Terms and Policies, you will not be able to order any Products from our site.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time.

1. Information About Us
1.1 We operate the website http://www.withamgroup.co.uk. We are Witham Oil & Paint Limited, a company registered in England and Wales under company number 00373551 and with our registered office and trading address is at Outer Circle Road, Lincoln, LN2 4HL.
   Our VAT number is 373551.
1.2 To contact us, please see our Contact Us page.
1.3 We are members of The United Kingdom Lubricants Association (UKLA), the Union of European Lubricants Industry (UELI), Verification of Lubrication Specifications (VLS), British Coatings Federation (BCF) and the Royal Warrant Holders Association (RWHA).

2. Our Products
2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer’s display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
2.2 The packaging of the Products may vary from that shown on images on our site.
2.3 All Products shown on our site are subject to availability. We will inform you by e-mail or telephone as soon as possible if the Product you have ordered is not available and we will not process your order if made.
2.4 By ordering Products shown on our site, you acknowledge that you are responsible for storing, using and disposing of the products in accordance with all local and national environmental policies.

3. Customer Obligations
3.1 You may only purchase Products from our site if you are at least 18 years old.
3.2 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
3.3 You confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.
3.4 These Terms and Policies constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.
3.5 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.
3.6 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in this Contract.

4. How The Contract Is Formed Between You And Us
4.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
4.2 If you would like us to recommend a product, suitable for your needs, then we are able to offer this service to you. Please contact us by telephone or email.
4.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.5.

4.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (Dispatch Confirmation). The Contract between us will only be formed when we send you the Dispatch Confirmation. Manufacturers of Quality Lubricants & Paints since 1921.

4.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site as referred to in clause 9.4, we will inform you of this by e-mail and we will not THE WITHAM GROUP process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5. Our Right To Vary These Terms

5.1 We may revise these Terms and our Policies from time to time in the following circumstances:
(a) changes in how we accept payment from you;
(b) changes in relevant laws and regulatory requirements.

5.2 Every time you order Products from us, the Terms and Policies in force at that time will apply to the Contract between you and us.

6. Delivery Information and Returns Policy

6.1 See the Delivery Information and Returns Policy.

7. Delivery

7.1 See Delivery Information & Returns Policy.

8. Limited International Delivery

8.1 We are willing to deliver to addresses outside the UK, but not through this website. If you would like this service, please contact us by telephone or e-mail.

8.2 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

9. Price Of Products

9.1 The prices of the Products will be as quoted on our site from time to time. We take reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 9.4 for what happens in this event.

9.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

9.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.4 Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:
(a) where the Product’s correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and
(b) if the Product’s correct price is higher than the price stated on our site, we will contact you in writing as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.
10. How To Pay
10.1 You can only pay for Products online using a debit card or credit card.
10.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

11. Manufacturer Guarantees
11.1 Some of the Products we sell to you come with a manufacturer’s guarantee. For details of the applicable terms and conditions, please refer to the manufacturer’s guarantee provided with the Products.
11.2 If you are a consumer, a manufacturer’s guarantee is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.

12. Our Warranty For The Products
12.1 For Products which do not have a manufacturer’s guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.2
12.2 The warranty in clause 12.1 does not apply to any defect in the Products arising from:
(a) fair wear and tear;
(b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
(c) if you fail to operate or use the Products in accordance with the user instructions;
(d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
(e) any specification provided by you.
12.3 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens’ Advice Bureau or Trading Standards office.

13. Our Liability If You Are A Business
This clause 13 only applies if you are a business customer.
13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.
13.2 Nothing in these Terms limit or exclude our liability for:
(a) death or personal injury caused by our negligence;
(b) fraud or fraudulent misrepresentation;
(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
(d) defective products under the Consumer Protection Act 1987.
13.3 Subject to clause 13.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
(a) any loss of profits, sales, business, or revenue;
(b) loss or corruption of data, information or software;
(c) loss of business opportunity;
(d) loss of anticipated savings;
(e) loss of goodwill; or
(f) any indirect or consequential loss.
13.4 Subject to clause 13.2 and clause 13.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Products.
13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
14. **Our Liability If You Are A Consumer And Not A Business Or Trader**

This clause 14 only applies if you are a consumer.

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

14.2 We do not in any way exclude or limit our liability for:

(a) death or personal injury caused by our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
(e) defective products under the Consumer Protection Act 1987.

15. **Events Outside Our Control**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and
(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. **Communications Between Us**

16.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

16.2 If you are a consumer:

(a) To cancel a Contract, you must contact us in writing by sending an e-mail to enquiries@withamgroup.co.uk or by sending a letter to Witham Oil & Paint Limited, Outer Circle Road, Lincoln LN2 4HL. You may wish to keep a copy of your cancellation notification for your own records. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent us the e-mail or posted the letter to us.

(b) If you wish to contact us in writing for any other reason, you can send this to us by e-mail or by pre-paid post to Witham Oil & Paint Limited at Outer Circle Road, Lincoln, LN2 4HL enquiries@withamgroup.co.uk. You can always contact us using our Customer Services telephone line.

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16.4 If you are a business:

(a) Any notice or other communication given to you by us, or to you by us, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, e-mail, or posted on our website.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by e-mail, one Business Day after transmission; or, if posted on our website, immediately.

(c) In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(d) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
17. **How We Will Use Your Personal Information**

17.1 We will only use your personal information as set out in our Privacy Policy.

18. **Other Important Terms**

18.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

18.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

18.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.6 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

18.7 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.8 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

18.9 We will not file a copy of the Contract between us.

18.10 Words and expressions defined in these Terms and Conditions shall bear the same meaning as in the Delivery and Returns Policy when used unless the context requires otherwise.