

**Any reference to Barum Auto Parts Ltd or Barum Reward Points in the Terms and Conditions are applicable to Mike Best Components Trade Customers also.**

## **TERMS AND CONDITIONS BARUM REWARD POINTS**

These Terms and Conditions explain your rights and obligations. Please read them carefully before using the site. You should keep a copy of these Terms and Conditions and any order you make for your future reference. You may have other rights granted by law and these Terms and Conditions do not affect these except if the two are inconsistent. If this is the case then these Terms and Conditions will override any other rights which you may have, unless this is not permitted by law.

### **TERMS AND CONDITIONS**

#### **1. RULES OF PARTICIPATION**

- 1.1. Barum Reward points are open to Barum Auto Parts Ltd Trade Account Customers Only. Points will not be awarded for any spend below £1000 in any calendar month. We have the right to refuse membership at the enrol stage, and no reason need be given by Barum Auto Parts Ltd as to why refusal has been given. Barum Auto Parts Ltd also may delete an account rewards customer at any time without a reason being given.
- 1.2. Points earned by a participating account customers only may be awarded to members of their staff providing that at the time of the award being made they are still employed by the participating account holder and Barum Auto Parts Ltd has been informed via email from the account holder of their intentions.
- 1.3. Only the account holder can redeem their Barum Reward Points and there may be a tax liability arising from the use of points or rewards. It is the recipient's responsibility to declare it to HMRC. Your main Barum Auto Parts Ltd Account at the time of redemption must be up to date and in order before any redemption will be considered. Barum Auto Parts Ltd reserve the right to not issue points in any calendar month that payment is received late, or your account is not in order, including any points which would have been allocated due to promotions in that period.
- 1.4. The rewards scheme will run from 1st October 2011 until further notice is given. Points will be allocated at the beginning of the next calendar month to your rewards account. 10 Points will be rewarded for every whole £100 spent excluding Vat, Credits, Surcharges, or Capital Equipment. Monthly total is rounded down to the nearest £100. Barum Auto Parts Ltd reward scheme replaces any other promotional discount, or settlement discounts that you may have been privileged to on your main trade account.

- 1.5. The incentive rewards are not transferable and no cash or credit alternatives are available against your Barum Reward Points account or your main Barum Auto Parts Ltd Account.
- 1.6a. All points and rewards shown as examples will be acquired and redeemed through Barum Auto Parts Ltd ONLY. See also rules of participation reference 1.6.
- 1.6b. Were a Reward customer has requested a specific reward they wish to obtain, using their Barum Auto Parts Ltd Reward points, You need to inform Barum Auto Parts Ltd with the MAKE/MODEL and PARTNUMBER, So Barum Auto Parts Ltd can make the purchase on your behalf, using your reward points from your account. You will be informed of the number of points to be used before the purchase takes place.
- 1.6c. Reward account points will be added to individual garage accounts only. If you have more than one garage then you need to sign up each garage onto the scheme. Points will NOT be added together from your other garages.
- 1.6. Reward values and qualifying products may vary over the Barum Rewards duration, reward members need to keep checking the rewards website. Barum Auto Parts Ltd will make every effort to make sure that the correct amounts of points are allocated to your account each month. If there is any dispute regarding the amount allocated to your account this must be raised via email were a Barum Auto Parts Ltd representative will investigate the dispute, with in one calendar month. Barum Auto Parts Ltd decision will be final in all matters of disputes.
- 1.7. All rewards are subject to availability and Barum Auto Parts Ltd reserve the right to withdraw any product or service. If a particular reward becomes unavailable, or at Barum Auto Parts Ltd discretion, Barum Auto Parts Ltd reserve the right also to offer a suitable alternative, pictures of rewards are examples only.
- 1.8. Barum Auto Parts Ltd cannot guarantee availability of all products shown on the website example pictures, models, variants and colours of items may vary from those shown, pictures on the reward website are examples only.
- 1.8a. In some cases it may be possible to use your Reward points against a particular item you have seen and want. If this is so you must email Barum Auto Parts Ltd with details of the said item i.e. Make, model, part number, were you have seen it and we will investigate it and email you back with the number of reward points needed to be redeemed against the item, or offer you a similar item.

- 1.9. Rewards will be made at the discretion of Barum Auto Parts Ltd.
- 1.10. Rewards are subject to the Terms & Conditions of Sale attached to these conditions.
- 1.11. Rewards are subject to the eligible participants meeting the stated performance criteria in obtaining the relevant number of reward points applicable to the item required.
- 1.12. Participants will be able to monitor online of any rewards they have earned giving them a running total.
- 1.13. By participating in the Barum Rewards Scheme, you will be deemed to have read and agreed to be bound by these Terms and Conditions.
- 1.14. Barum Auto Parts Ltd reserves the rights to withdraw amend or substitute the Barum Reward Points at any time without prior notice.
- 1.15. The decision of Barum Auto Parts Ltd on all matters relating to the scheme is final.
- 1.16. Reward points collected will be valid for the duration of the scheme. Any reward points that are not redeemed within the time frame given will become void, or if not redeemed by end date given of Barum Auto Parts Ltd intentions of withdrawing from the Barum reward points and closing down the website.

#### **USE OF WEBSITE**

- 2.1. You are granted a non-exclusive right to use this website subject to the following terms and conditions.
- 2.2. The Barum Reward scheme is for Barum Auto Parts Ltd Trade Account customers only and you will be required to submit a security password prior to gaining entry into the service that will be emailed to you after we have received your Application to enrol form.
- 2.3. You are entirely responsible for maintaining the confidentiality of your password and account details. If you believe that your password has become compromised you should contact the Barum Auto Parts Ltd via the website, as soon as possible and (subject to security checks) we will change your password. We will not be responsible if there is unauthorised access to your account and/or unauthorised account activity as a result of your password becoming compromised, unless this is due to our negligence. You agree to notify us immediately of any unauthorised use of your account or any other breach of security.
- 2.4. We cannot guarantee that use of this website will be compatible with all hardware and software which may be used by visitors to the site.

#### **INTELLECTUAL PROPERTY**

- 3.1. This website may contain material which is owned by or licensed to third party providers. This material includes, but is not limited to, the design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to, copyright.

- 3.2. You may view, use, download and store the material on this website for personal and research use only. Commercial use is not permitted. The re-distribution, re-publication, or otherwise making available of the material on this website to third parties without our prior written consent is prohibited.
- 3.3. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence and your account will be terminated.

### **ACCURACY OF INFORMATION**

- 4.1. The information in this website is given in good faith. It is subject to change without notice. We are not liable for any inaccuracies and make no representation and except as set out below under "Liability" give no warranty as to its accuracy. The information in this website should not be relied on and does not constitute any form of advice or recommendation.
- 4.2. Nothing on this website is intended to be or should be considered to be an offer to enter into a contractual relationship.

### **LINKING AND THIRD PARTY MATERIAL**

- 5.1. This website may contain links to other websites. We accept no responsibility or liability for the content of other websites which are not under our strict control or for the content of any third party advertisements on the website. Any link is not intended to be, nor should be construed as, an endorsement of any kind by us of that other website. We do not accept responsibility for the privacy policies or procedures of any sites which are linked to our web site. You may not create a link to this website from another website or document without our prior written consent from Barum Auto Parts Ltd...
- 5.2. Third party suppliers may advertise their services/products on the website and feature their products as part of the service Barum Auto Parts Ltd provides. Please note that if you choose to order goods/services from those third parties, you will be subject to the terms and conditions of the relevant supplier and we are not a party to any agreement that you enter into. Any arrangements made between you and any third party is entirely at your sole risk and responsibility.

### **LIABILITY - Important - Please Note**

- 6.1. We will not be responsible to you for any loss or damage you may suffer however it may arise as a result of your access to or use of this website or any materials on this website except where the loss or damage is:
  - 6.1.1. Death or injury caused by our breach of any legal duty of care owed to you by us;
  - 6.1.2. Caused by our fraud;
  - 6.1.3. Caused by any other matter where we are prevented from excluding our liability by law; or
  - 6.1.4. Covered by our returns policy, in which case the provisions of our returns policy will apply.

## **TERMINATION**

- 7.1. We make the service available to you at our discretion and may terminate your access to the service at any time without notice. Some circumstances in which we may choose to exercise our right to terminate your access to the service include (but are not limited to):
- 7.1.1. If you are in breach of these terms and conditions; or
  - 7.1.2. Where you participate in the service through a company membership:
    - a. if you cease to be the main account holder; or
    - b. if the Garage has ceased trading, or
    - c. if our agreement with your Account for the provision of the service should terminate for any other reason.
  - 7.1.3. We have the right to refuse membership at the enrol stage, and no reason need be given by Barum Auto Parts Ltd.

## **PRIVACY POLICY**

- 8.1. When you register for membership of Barum Rewards points scheme we will require you to complete in full the online Application to Enrol form. We need this information for our own internal records purposes, in order to process and fulfil your Barum Rewards Account, and to keep you up to date on your rewards and status etc., along with any queries regarding your Account.
- 8.2. We and other affiliated companies may use information that you provide for market research purposes; to advise you of special offers; to inform you about products and services.
- 8.3. We may also disclose your information to our appointed third party agents in order to process your orders, for example, to courier companies who deliver goods to you on our behalf.
- 8.4. We may disclose your information to our professional advisers for the purpose of obtaining professional advice or to other third parties if we have a legal obligation to do so. We may also disclose your information to a purchaser in the event of a sale of the whole or a relevant part of our business.
- 8.5. We reserve the right at all times to monitor your use of the service to ensure compliance with these terms and conditions. We also reserve the right to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Calls to Barum Auto Parts Ltd may be monitored and/or recorded for training and security purposes.
- 8.6. You have the right to a copy of your personal information that we keep about you. Should you wish to do so, please advise Barum Auto Parts Ltd via email of your request. If you believe that any information we are holding on you is incorrect or incomplete, please email Barum Auto Parts Ltd and we will correct any information promptly.

- 8.7. We may need to transfer your personal information outside the EEA if this is necessary in order to supply you with the goods/services you have ordered (e.g. if you have booked a holiday in a destination outside the EEA) or if you are located outside this area and we need to send information to you in connection with your order or if you told us that you are happy for us to send you marketing information.
- 8.8. You should be aware that it is impossible to guarantee the security of any data disclosed via the internet. However, we have taken all reasonable steps to protect your personal information.

### **PAYMENT REPORTING AND SCHEDULE**

- 11.1. The amount of points redeemed on any transaction you make will appear in your Barum Reward Account report when the transaction has been processed.

### **REDEEMING REWARDS**

- 12.1. To redeem your reward from Barum Auto Parts Ltd you must be over 16 (over 18 if purchasing alcohol) and the main account holder. By submitting your order you are offering to buy the goods at the point's price set out on our website. We are not obliged to supply the goods to you until we have both confirmed your order via email to your web account address and that it has been despatched. No contract will exist until we have despatched the goods.
- 12.2. If you discover you have made a mistake with your order please contact Barum Auto Parts Ltd immediately via email. Please do this before we confirm your order. We are unable to rectify mistakes after this time, although you may still have the right to cancel described below under YOUR RIGHT TO CANCEL.
- 12.3. If you order involves software from us you will also be bound by the terms of the supplier's software licence supplied with that software.
- 12.4. Prices are checked regularly in relation to Barum Reward points on items displayed on the web site. If we find the price has changed when we receive your order we will contact you and ask if you wish to proceed. If you do not respond within 7 days, we will treat your order as cancelled. If you confirm that you do wish to proceed then please remember that we will still not be under an obligation to supply the goods until we have confirmed both that we have accepted your order and that it has been despatched. No contract will exist until we have confirmed this.
- 12.5. Whilst all possible care has been taken to ensure that the example reward pictures best show the item being offered is accurate as possible we cannot guarantee the reward item shown will be what is rewarded, as manufacturers' specifications may change, and in which case we will do our best to offer you a substitute item of the same or better quality at the same number of Barum Reward Points. If you are not happy with the replacement, please contact

Barum Auto Parts Ltd via email within 7 days of receipt and we will arrange for its return and refund any points used back onto your account. If any Sizes are quoted these are approximate. Installation and batteries are not included unless otherwise specified.

### **CONTACT DETAILS**

13.1. If you have any complaints or queries about our service or any goods or services you purchase from us please contact Barum Auto Parts Ltd via email.

### **DELIVERY**

14.1. We aim to deliver all other goods to all Barum Auto Parts Ltd Reward accounts within 28 days from the time that the order is processed. Some items may be delivered under separate cover or via our delivery service.

### **RETURNS POLICY**

- 15.1. You should inspect the goods when you receive them for defects or damage and to ensure that they are correct. In the unlikely event that any item you receive is damaged, faulty or incorrect; you should contact Barum Auto Parts Ltd as soon as possible for advice via email.
- 15.2. Please do not return goods until instructed to do so by Barum Auto Parts Ltd. If you are requested to return your goods, please ensure that they are securely packaged. Please also provide a full description of the fault and return the defective item to us together with any warranties, manuals and accessories. Goods damaged in transit on return cannot be replaced.
- 15.3. All goods are guaranteed against manufacturing defects for a period of twelve months from the date of purchase (or longer if required by law) and will be repaired or replaced by us or points refunded, at our option, free of charge, provided they have not been altered, misused, improperly installed or connected and that any relevant maintenance requirements have been complied with. Any returned goods will belong to us.
- 15.4. Our service and any goods or services supplied under it are not intended to be used by, for the purposes of or in connection with a business and are supplied only for personal domestic use. Accordingly we will not be responsible to you for any loss of profit, loss of business or loss of goodwill arising directly or indirectly from a failure by us to perform, or any defect in the goods or services supplied however caused (including by our negligence) except where this is death or personal injury caused by our negligence or fraud by us.

### **YOUR RIGHT TO CANCEL**

16.1. If you are a consumer located in the European Union you have the right, in addition to your other rights, to cancel your order and return the goods for no reason at all. You must inform us in writing via email if you wish to cancel within 7 working days, starting on the day after the goods are delivered to you.

- 16.2. This does not apply to goods that have been personalised or made to your specification or audio/video recordings or computer software which has been unsealed by you. Neither does it apply to perishable goods, newspapers, periodicals or magazines nor to earrings or other items of jewellery which are non-returnable for reasons of hygiene.
- 16.3. If you choose to cancel then you must take reasonable care of the goods and not use them. You must return the goods to Barum Auto Parts Ltd in the original packaging, at your cost and risk. We advise you to ensure that the goods are adequately insured during the return journey. If you have not returned the goods within 14 days of cancellation or when requested by Barum Auto Parts Ltd to do so, whichever occurs first, we can collect the goods from you at your cost. You will receive a full refund of your reward points within 30 days of us receiving your notification to cancel and after receipt of the said goods.

### **ACTIVITIES AND EXPERIENCES**

- 17.1. All Activities and any courses that we may reward are subject to availability. When you book an Activity or course your booking will be made direct with the supplier and will become subject to the terms and conditions of that supplier. We strongly recommend that you take out adequate insurance cover for the Activity you are undertaking.
- 17.2. Some Activities or courses are subject to restrictions and you should pay careful attention to the literature supplied to you, regarding the Activity which you are booking. If the Activity requires good health, you must not suffer from any physical or mental disability. If in doubt, please consult your doctor before confirming your order.

### **APPLICABLE LAW AND ACCEPTANCE OF THESE TERMS AND CONDITIONS**

- 18.1. This website is controlled and operated by Barum Auto Parts Ltd Any dispute in relation to these website Terms and Conditions will be governed by English law and the courts of England and Wales shall have non-exclusive jurisdiction over any dispute. All dealings, correspondence and contact between us shall be made or conducted in the English language.
- 18.2. Nothing in these terms and conditions shall affect your legal rights relating to faulty goods or services provided. If you have any doubts about your legal rights, please contact your local Trading Standards Department or Citizens' Advice Bureau if you are based in the UK.
- 18.3. The parties to these terms do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it or, to the extent permitted by law, by any other

legislation relating to third party rights in other territories.

In placing an order you indicate your acceptance of these terms and conditions of sale and the terms and conditions of use of our website.

- 18.4. These terms and conditions are subject to change at any time and at the discretion of Barum Auto Parts Ltd and an email confirming changes or any amendments will be emailed to your Rewards account.
- 18.5. By agreeing to the Terms & Conditions of the scheme you have accepted that your name and email information may be used by us in future campaigns on the basis of the Policy on Privacy and Data Protection.
- 18.6. If you do not agree with these Terms & Conditions then please notify Barum Auto Parts Ltd via email. We will then remove you from the scheme.