

TOC Spares Standard Terms & Conditions

Our Commitment to Members

1. Spare Parts.

i) The Traction Owners Club Limited (the “TOC”) will use all reasonable endeavours to procure and supply parts for members’ vehicles which are generally equivalent to the specification of those originally incorporated in the vehicle as at the date of manufacture or subsequently provided by Citroen and their suppliers over the production life of the vehicle.

ii) Where modified parts or accessories were produced in the market for vehicles over its production life, the TOC will seek to provide spares for such accessories.

iii) Where, with the passage of time and technological change, the materials used to manufacture components changed, the underlying specification, the character and performance of such parts will remain unchanged.

2. Ordering

i) While the TOC will take all reasonable steps to meet and understand members’ requirements, it cannot accept any responsibility for parts which:

a) have not been fitted or installed by a competent person in accordance with manufacturers’ instructions or in any way fitted or installed incorrectly.

Or

b) have been installed in a vehicle which itself has been materially adapted or altered such that the parts supplied are not able to perform the function for which they were designed.

ii) The TOC can accept no liability whatsoever arising from a member’s failure to correctly assess or identify the model of vehicle for which parts are requested or any variations, adaptations or alterations that may have been made to the vehicle over its life since manufacture.

3. Payments & Returns

i) Except where separate and specific payment terms are agreed and documented with the TOC, payment is to be made, in full, in advance of parts being despatched to a member. Errors & omissions excepted.

ii) Returns made within 28 days of despatch will, solely at the TOC's discretion, be refunded subject to a 15% handling charge, provided the parts returned are in an equivalent condition to that when dispatched and have not been damaged or compromised in any way.

4. Definition of a “Member”

i) for the purposes of these term & conditions a Member of the TOC (which term shall be deemed to include Honorary Member) is defined as a person whose annual subscriptions are paid up to date and who provides a valid membership identification consistent with the name and address of the party seeking the supply of parts.

ii) for the avoidance of doubt, the TOC shall have no liability whatsoever to any party who is not a member or to a member who procures parts on behalf of any third party who is not a member of the TOC.

5. Laws of England

Any dispute arising in connection with the supply of goods by the TOC to a member shall be dealt with under English Law and Courts. Members’ statutory rights under the Sale of Goods Act or similar legislation remain undiminished.