



Terms & Conditions of Sale 2016

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions.

Contract means any contract for the sale of goods between us (Fitnesshub UK Ltd) and you (the 'Buyer') into which these Conditions are incorporated;

Conditions means the standard terms and conditions of sale set out in the document below, including any special terms and conditions agreed in writing by us and attached to us in these terms and conditions.

1.2 For the purposes of these terms and conditions, a 'consumer' is defined as 'any person who, is acting for purposes that are outside their business', a 'business purchaser' is defined as 'any person who, in buying something, is acting on behalf of a business or other similar organisation'

Goods means the goods which we shall supply in accordance with these conditions.

We means Fitnesshub UK Ltd and "us" and "our" shall be construed accordingly;

You means the customer whose details are set out overleaf, and "your" shall be construed accordingly.

'Writing' includes facsimile and e-mail transmission and comparable means of durable communication.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE

2.1 These terms and conditions will not affect your statutory rights if you are purchasing as a consumer.

2.2 These Conditions shall apply to all contracts for the sale of goods by us to you through our website. Any variation to these terms and conditions that a Business purchaser may wish to make, must be agreed by us, and acknowledged in writing by us. Any terms or conditions which a Business Purchaser may purport to apply under any purchase order, or any variation of these Conditions shall not be binding unless agreed in writing by us and attached hereto. For a business purchaser these Conditions set out the entire agreement to the exclusion of all other terms and conditions.

2.3 This term is applicable to business customers only: The placing of an order by a Business Purchaser via our website indicates your acceptance of these terms and conditions to the exclusion of all others unless agreed in writing between the authorised representatives of Fitnesshub UK Ltd and you the 'Buyer'. Our employees or agents are not authorised to make any representations concerning the Goods unless confirmed by

us in writing. In entering into a Contract you acknowledge that you do not rely on any such representations which are not so confirmed.

2.4 Where the buyer is a consumer, the placing of an order via our website indicates your acceptance of these terms and conditions to the exclusion of all others unless otherwise agreed between the authorised representatives of Fitnessshub UK Ltd and you the 'Buyer'. Consumer's rights under the Misrepresentation Act are not restricted.

2.5 Where the Goods are to be delivered by instalments, each instalment shall constitute a separate Contract. Failure by us to deliver any instalment shall not entitle you to treat the Contract as repudiated unless you are purchasing as a 'consumer' and have reasonable grounds for so doing.

2.6 We reserve the right, at any time, to modify, alter or update these terms of use, product prices and product information and you agree to be bound by such modifications, alterations, or updates on any subsequent visit to our website to conduct a new and separate purchase.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by you shall be deemed to have been accepted by us unless and until confirmed by us by way of the issue of a sales acknowledgement. All orders are subject to availability and on a first-come first-served basis. Goods cannot be reserved, and we reserve the right to refuse to accept any order received. If we refuse to accept an order placed, any monies paid will be refunded back to the payment card at our earliest opportunity and no later than the first working day following the day the order was placed.

3.2 Orders can be placed by browsing our store, and adding any items that you wish to buy into the shopping cart. When you have finished your selection, click on 'Proceed to Checkout' where you will then be asked for a few details that are required to process your order. You will then be directed to PayPal Payment Gateway processing service operated by PayPal whereby your payment details will be securely authorised.

3.3 When all details have been successfully completed you will receive confirmation that your order has been placed. This confirmation is to indicate that we have received your order and to confirm that a payment has been made and does not constitute an acceptance of your order or that we have agreed a contract of sale. Your order will be reviewed on the first working day following the placement of your order and our acceptance or refusal of the order will be confirmed at this time. Normal working days are Monday to Friday 9.00am to 5.00pm

4. PRICE OF THE GOODS

4.1 The price of the goods shall be our quoted price. All prices and price information were correct at the time of publishing, and are subject to change without notice. The quoted prices are for online purchases (originating from our website) only.

4.2 In the event of an ordered product not being available for supply, we reserve the right to offer an alternative of comparable or better specification to that ordered. This does not affect your statutory rights of rejection if you are purchasing as a consumer.

4.3 In the event that a product is listed at an incorrect price due to a typographical error or error in pricing information from our suppliers, we shall have the right to refuse or cancel any orders based on the incorrect price if the order has not been accepted and our acceptance has not been confirmed to you.

5. TERMS OF PAYMENT

5.1 Payment at the time of order can be made using PayPal Payment Gateway processing service operated by PayPal, whereby your payment details will be securely authorised.

6. DELIVERY

6.1 Time for delivery shall not be of the essence of the contract unless previously agreed in writing by us. In the unlikely event of a delay in fulfilling a consumer's order, the purchaser can write to us setting a reasonable deadline for delivery – please also see 6.2 below.

6.2 Any goods which are out of stock at the time of order will be placed on backorder and subsequently supplied as soon as they become available. Every attempt will be made to fulfil any order within a maximum of 30 days. In all cases we will make every attempt to contact you to advise you of any known delay for any goods ordered within forty eight (48) hours of receipt of the order, using the contact details provided by you to us with your order. In the event that we are unable to deliver any goods ordered, within the stated 30 days, we will notify you in writing of the extended lead time prior to the expiry of the 30 day period. The right of a consumer to cancel this order and receive a full refund of any monies paid are not affected by this statement. Business purchasers may not cancel any order placed, unless the express agreement to this cancellation is confirmed by us in writing.

7. CANCELLATION AND RETURNS POLICY - CONSUMERS

7.1 For consumers Fitnesshub UK Ltd operates a cancellation and returns policy in line with the requirements set out in the Distance Selling Regulations. As a consumer, you have the right to cancel an order for goods at any time up until 7 working days after the day they are received by you. Once you have received the goods, you are responsible for them and if your order is cancelled you will be responsible for the cost of returning the goods to us. In the event of cancellation, goods must be returned with their original packaging, unused and in good condition within 14 days of us receiving cancellation notice from you.

7.2 Where goods are found to be faulty you should inform us as soon as the fault becomes apparent and we will arrange for their collection and replacement or other suitable remedy where appropriate.

7.3 If you do not return the goods we will make a claim against you for breach of contract. This claim will be equal to and no greater than the costs incurred by us for collection of these goods. These goods must be made available to us for collection at an agreed date and time range. Where these goods are not made available for collection and have not been returned to us we reserve the right to claim the full price of the goods supplied and their delivery costs. This claim will be deducted from any refund due to you or will be recharged to you via the payment method originally supplied with your order, where refunds have already been processed

7.4 All refunds will be processed and credited to you in accordance with the requirements set out in the distance selling regulations.

8. CANCELLATION AND RETURNS POLICY – BUSINESS TO BUSINESS TRANSACTIONS

8.1 If you wish to cancel any order it must be done so by notification in writing or

e-mail, and should be done so as soon as is reasonably practical to do so. In all cases, if the goods have been delivered or are already on route to you, you must return the goods within 14 days of the date of delivery.

8.2 Before returning any item, you must contact us and obtain a customer return authorisation number, the goods must then be returned unused, in their original packaging, undamaged and within 14 days of the delivery date. The goods should be securely and adequately packaged to prevent damage in transit.

8.3 All postage and packing costs incurred by returning goods will be at your expense and if paid for by us will be deducted from any refund given. Refunds will only be given for the cost of postage and packing paid for by you, when the goods returned are found to be faulty and within their warranty period.

8.4 All refunds will be processed and credited to you within 28 days of receipt of the returned goods.

9. WARRANTIES AND LIABILITY

9.1 Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms act), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the applicable law. Where the goods are sold to a person dealing as a consumer, we warrant that the goods are of satisfactory quality and fit for their normally intended purpose.

9.2 Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order, as amended) your statutory rights are not affected by these conditions. Further information on statutory rights can be obtained from Trading Standards or the Citizen's Advice Bureaux.

9.3 With specific regards to business purchases, except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by you, and our entire liability under or in connection with the contract shall not exceed the price of the goods, except as expressly provided in these conditions.

10. YOUR INSOLVENCY

10.1 If you make any voluntary arrangement, become bankrupt, insolvent or commit any other act of bankruptcy, we reserve the right to cancel the contract or suspend any further deliveries under the contract without any liability to you, and if the goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. GENERAL

11.1 Neither party will be liable or deemed to be in breach of contract by reason of delay or failure to perform any of the company's or customer's obligations if the delay or failure to act is due to a cause beyond either party's reasonable control.

11.2 These conditions do not purport to confer a benefit on any third party.

11.3 Any notice required or permitted to be given by either party to the other under these conditions shall be in a durable format such as facsimile, letter or e-mail addressed to the other's principal place of business.

11.4 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.5 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected.

11.6 The contract and these conditions shall be governed by the laws of England, and you agree to submit to the exclusive jurisdiction of the English courts.

2. 12. PRIVACY POLICY

12.1 We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998)

12.2 If you purchase a product or service from us, we request certain personally identifiable information from you on our order form. You must provide contact information such as name, email, billing and shipping addresses and financial information such as credit card number and expiration date if paying by credit or debit card.

We use this information for billing purposes and to fulfil your orders. If we have trouble processing an order, we will use this information to contact you.

12.3 We do not share, sell, rent, or trade your personally identifiable information with third parties for any unknown or unrelated uses.

12.4 We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Web site. We use technology to track the patterns of behaviour of visitors to our site. This includes using a "cookie" which is a small text file stored on a user's computer for record-keeping purposes. We use two types of cookies, session ID cookies and persistent cookies. Session ID cookies are used to make it easier for you to navigate our site and store items in your shopping basket. A session ID cookie will expire when you close your web browser and leave our website. A persistent cookie remains on your hard drive for an extended period of time and enables us to track and target the interests of our users to enhance the experience on our site.

If an order is placed we link the information we store in cookies to any personally identifiable information you submit while placing your order. As an example, if you performed a search on Google and visited our website and made a purchase the persistent cookie would tell us that Google was the website where you found us.

You can remove persistent cookies by following directions provided in your Internet browser's "help" file or by using the Microsoft Help & Support page: How to delete cookies.

12.5 Fitnesshub UK Ltd takes your security seriously and therefore we utilise PayPal's Payment Gateway card processing service which means that when the order is placed on our website, credit card details are encrypted using 128 bit encryption and these are then only decrypted after they reach the PayPal server. They are not held at any time in clear text on any website.

12.6 Tax charges are those that are applicable in the UK and will be charged on all orders where tax is applicable at the governing rate set by UK parliament.

3. Fitnesshub UK Ltd – Company registration number: 09015007

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