

## **Website terms and conditions of supply**

This page (together with our [Privacy Policy](#), [Terms of Website Use](#) and [Website Acceptable Use Policy](#)) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms 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. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it. **Your attention is particularly drawn to the provisions of clauses 15 and 16.**

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 19<sup>th</sup> November 2012 when we changed clauses 15 and 16.

These Terms, and any Contract between us, are only in the English language.

### **1. INFORMATION ABOUT US**

1.1 We operate the website [www.learfitness.pro](http://www.learfitness.pro). We are Lear Fitness Limited, a company registered in England and Wales under company number 08224695 and with our registered office at 69-71 East Street, Epsom, Surrey, KT17 1BP.]. Our main trading address is Beauchamp House, 1 Kenilworth Road, Leamington Spa, CV32 5TG. Our VAT number is 144724906.

1.1 To contact us, please see our [Contact Us](#) page.

### **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 as soon as possible if the Product you have ordered is not available and we will not process your order if made.

### 3. USE OF OUR SITE

Your use of our site is governed by our [Terms of website use](#) and [website acceptable use](#). Please take the time to read these, as they include important terms which apply to you.

### 4. HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance our [Privacy Policy](#). Please take the time to read these, as they include important terms which apply to you.

### 5. IF YOU ARE A CONSUMER

**This clause 5 only applies if you are a consumer.**

- 5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

- 5.2 We intend to rely upon these Terms and any document expressly referred to in them in relation to the Contract between you and us. If you require any changes, please make sure you ask for these to be put in writing. This can help avoid problems about what you expect from us and what we expect from you.

- 5.3 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.

### 6. IF YOU ARE A BUSINESS CUSTOMER

**This clause 6 only applies if you are a business.**

- 6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

- 6.2 These Terms, our [Privacy Policy](#), [Terms of Website Use](#) and [Website Acceptable Use Policy](#) constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in these Terms or our [Privacy Policy](#), [Terms of Website Use](#) and [Website Acceptable Use Policy](#) .

## 7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 7.1 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.
- 7.2 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 7.3.
- 7.3 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.
- 7.4 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 **Error! Reference source not found.**, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

## 8. OUR RIGHT TO VARY THESE TERMS

- 8.1 We may revise these Terms from time to time in the following circumstances:
- (a) changes in how we accept payment from you; and
  - (b) changes in relevant laws and regulatory requirements.
- 8.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.
- 8.3 Whenever we revise these Terms in accordance with this clause 8, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## 9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

**This clause 9 only applies if you are a consumer.**

- 9.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000 during the period set out below in clause 9.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal

right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

- 9.2 However, this cancellation right does not apply in the case of:
- (a) any made-to-measure or custom-made products;
  - (b) newspapers, periodicals or magazines;
  - (c) perishable goods, such as food, drink or fresh flowers; and
  - (d) software, DVDs or CDs which have a security seal which you have opened or unsealed.
- 9.3 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period.
- 9.4 To cancel a Contract, you must contact us in writing by sending an e-mail to [admin@learfitness.pro](mailto:admin@learfitness.pro) or by sending a letter to Lear Fitness Limited, Beauchamp House, 1 Kenilworth Road, Leamington Spa CV32 5TG. 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.
- 9.5 You will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 9.4. If you returned the Products to us because they were faulty or mis-described, please see clause 9.6.
- 9.6 If you have returned the Products to us under this clause 9 because they are faulty or mis-described, we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.
- 9.7 We refund you on the credit card or debit card used by you to pay.
- 9.8 If the Products were delivered to you:
- (a) you must return the Products to us as soon as reasonably practicable. If the Products require collection, we will collect the Products from the address to which they were delivered. We will contact you to arrange a suitable time for collection; unless the Products are faulty or not as described (in this case, see clause 9.6), you will be responsible for the cost of returning the

Products to us or, where relevant, the cost of us collecting the Products from you.

- (b) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.

9.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in the Dispatch Confirmation.

9.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 9 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **10. DELIVERY**

10.1 Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

10.2 Delivery will be completed when we, or a third-party courier service or the postal service, deliver the Products to the address you gave us or to a neighbour who confirms receipt of the Products.

10.3 If no one is available at your address to take delivery, we, a third-party courier service or the postal service, will leave the Products with a neighbour and leave you a note informing you of this. If you do not want us to leave the Products with a neighbour you should inform us of this in writing when you place your order.

10.4 The Products will be your responsibility from the completion of delivery.

10.5 You own the Products once we have received payment in full, including all applicable delivery charges.

## **11. NO INTERNATIONAL DELIVERY**

11.1 Unfortunately, we do not delivery to addresses outside the UK.

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

## **12. PRICE OF PRODUCTS AND DELIVERY CHARGES**

- 12.1 The prices of the Products will be as quoted on our site. We take all 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 12.5 for what happens in this event.
- 12.2 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.
- 12.3 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.
- 12.4 The price of a Product does not include delivery charges. Our delivery charges are as quoted on our site from time to time. To check relevant delivery charges, please refer to our basket page.
- 12.5 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. If we discover an error in the price of the Products you have ordered we will 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. Please note that if the pricing error is obvious and unmistakable 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.

## **13. HOW TO PAY**

- 13.1 You can only pay for Products using a debit card or credit card or via PayPal. We accept the following cards: JCB, Maestro, Maestro (UK), Mastercard, Mastercard Debit, Pin Train, Visa, Visa Debit and Visa Electron.
- 13.2 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.

**14. MANUFACTURER GUARANTEES**

- 14.1 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.
- 14.2 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.

**15. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 15 only applies if you are a business customer.**

- 15.1 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.
- 15.2 Subject to clause 15.2, 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.
- 15.3 Subject to clause 15.2 and clause 15.3, 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.
- 15.4 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.

## **16. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 16 only applies if you are a consumer.**

16.1 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.

16.2 We only supply the Products for domestic and private use. We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

16.3 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.

## **17. EVENTS OUTSIDE OUR CONTROL**

17.1 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 17.2.

17.2 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.

- 17.3 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.

## **18. COMMUNICATIONS BETWEEN US**

- 18.1 When we refer, in these Terms, to "in writing", this will include e-mail.
- 18.2 If you are a consumer:
- (a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you must contact us in writing by sending an e-mail to [admin@learfitness.pro](mailto:admin@learfitness.pro) or by sending a letter to Lear Fitness Limited, Beauchamp House, 1 Kenilworth Road, Leamington Spa, CV32 5TG. 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 Lear Fitness Limited, Beauchamp House, 1 Kenilworth Road, Leamington Spa, CV32 5TG or [admin@learfitness.pro](mailto:admin@learfitness.pro).
- 18.3 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.
- 18.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. 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. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## **19. OTHER IMPORTANT TERMS**

- 19.1 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.

- 19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 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.
- 19.7 If you are a business, these Terms are governed by English law. This means that 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), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 19.8 We will not file a copy of the Contract between us.