

SPORTS & LEISURE BRANDS LIMITED

Terms and Conditions of Sale

Registered no. 5299368 England Registered Office: Unit 9, Lincoln Enterprise Park, Newark Road, Aurbourn, Lincoln, LN5 9FP, UK.
Tel: 01522 778805.

1: Terms of Contract

Sports & Leisure Brands Ltd (the 'Company') sells the goods listed in its catalogue's ('Goods', which expression shall as the context admits refer to all or any of such Goods) exclusively upon the terms set out below (the 'Terms'). The 'Customer' shall refer to any person, firm, company or other organisation placing an order for any Goods. The placing of an order or acceptance of the Goods is deemed to constitute an agreement to observe and be bound by the Terms and any concession, latitude or waiver that may be or may not have been allowed by the Company at any time shall not prevent the Company subsequently exercising its full rights under the Terms.

2: Orders and Availability of Goods

2.1 All orders should be sent direct to Sports & Leisure Brands Ltd at Reynolds House, Lodge Farm, Wigsley Road, North Scarle, Lincoln LN6 9HD. Orders must be in writing and can be sent by post, fax, e-mail or via the Company's web-sites on-line ordering process. Telephone orders can be accepted, but must be confirmed in writing by post, fax or e-mail.

2.2 The Goods are offered subject to availability at the time the Company receives the Customer's order.

2.3 If the Customer cancels an order already accepted by the Seller then the Seller shall be entitled to terminate the contract with immediate effect and to dispose of any goods as it may determine and the Seller reserves the right to recover from the Customer a minimum handling fee of 50% of the total price of such goods (plus VAT thereon) which shall be paid by the Customer within 15 days of the date of invoice.

3: Prices

3.1 Prices quoted in all the Company catalogue's and price lists are subject to change without prior notice to the Customer. Unless otherwise agreed Goods will be invoiced at the price ruling at the date of each order.

3.2 Prices given by the Company do not include Value Added Tax which will be charged to the Customer in addition for all goods supplied within the UK. Goods supplied outside the UK will be subject to the appropriate International Value Added Tax rules applying to the transaction and its destination.

4: Carriage and Packing

4.1 Delivery dates mentioned in any acknowledgement of order or elsewhere are approximate only and are not of any contractual effect and the Seller shall not be under any liability to the Customer in respect of any failure to deliver on any particular date or dates.

Unless otherwise expressly agreed the Seller may effect the delivery in one or more instalments. Each instalment shall be treated as a separate contract.

4.2 Delivery shall be at the Customers premises unless otherwise agreed by the Seller. Goods are despatched by the Seller's carrier, the cost of which is born by the Customer. Goods despatched by special delivery of whatever kind at the Customers request are subject to a carriage surcharge. The Customer has the right to arrange for his own carrier at his expense.

4.3 If the Customer refuses or fails to take delivery of goods tendered the Seller shall be entitled to terminate the contract with immediate effect or to dispose of the goods as it may determine and the Seller reserves the right to recover from the Customer a minimum handling fee of 50% of the total price of such goods (plus VAT thereon) which shall be paid by the Customer within 15 days of the date of invoice.

4.4 Unless otherwise agreed all items shipped to destinations outside the United Kingdom are on a 'Free on Board' (FOB) basis. The Customer is responsible for the clearance of the goods through local customs and for the payment of any additional fees incurred in this process.

5: Payment Terms and Overdue Accounts

5.1 For new customers, and until such time as an approved account has been opened, the Company will require orders to be paid for in full at the time of placing the order. Payment can be made by cheque, credit or debit card.

5.2 Without prejudice to any other right of the Company, interest will be charged both before and after any judgment on all sums owing to the Company which are overdue at the rate of 2% per month or part thereof from the date such sums became overdue until the Company receives payment in full thereof together with such interest.

5.3 Without prejudice to any other right of the Company, the Company reserves the right to withhold delivery of all Goods to the Customer if any sum owing to the Company from the Customer is overdue until such sum is paid in full together with any interest due thereon.

5.4 The Company reserves the right to negotiate independent settlement terms for any new accounts or where special circumstances prevail. These terms to be agreed in advance and confirmed in writing.

5.5 The Seller reserves the right to revise the amount of credit allowed to the Buyer.

6: Shortages, Damage, Returns

6.1 Shortages and damages in transit must be notified to us no later than 3 working days after receipt of the Goods. We cannot accept any claims after this time.

6.2 Goods must be signed for as damaged, parcels pilfered or broken open. Generally, "not examined" will not be concise enough to claim. Non delivery of goods must be notified to us within 10 days of receipt of our invoice. Failure to adhere to these terms could jeopardise any claim with our carriers.

6.3 With the exception of goods which are covered by the 'Distance Selling Regulations' introduced in 2000 the Company shall be under no obligation to accept returned Goods (unless such Goods breach any warranty or are found to be faulty) but may in its absolute discretion do so by prior agreement with the Customer. If the Company does so agree then the Customer must return such Goods carriage paid and provide the Company with details of the relevant invoice if possible. The Company reserves the right to impose a handling charge of 30% of the invoiced value of returned Goods and (if the Customer has not already paid the relevant invoice) such handling charge (if imposed) must be paid forthwith upon return of the Goods and the Company's acceptance of such returned Goods shall be conditional upon prompt payment thereof.

6.4 The Company shall be under no obligation to accept returned Goods (unless such Goods breach any warranty or are found to be faulty) which are bespoke, made to order or manufactured to the Customers specification.

6.5 In accordance with the 'Distance Selling Regulations 2000' the Company will fully refund the cost of any retail item purchased through its web site including the initial delivery charge if the item is returned or the Company is notified of an intent to return within 7 days of receipt of the goods. For the avoidance of doubt the Company will not refund the return delivery charge or accept any returns of bespoke, custom or products manufactured to a Customers own specification.

6.6 For the avoidance of doubt the Company shall not be responsible for the acts or omissions of any carrier.

6.7 Goods returned to the Company by any carrier who has been unable to deliver to the Customer will only be credited back if they are not bespoke, made to order or manufactured to the Customers specification and are fit for resale. Any return charges incurred by the Company will be deducted before a credit for the returned goods is issued.

7: Force Majeure

The Company shall not be liable to the Customer for any inability to perform or delay in performing any of its obligations hereunder where such inability or delay as aforesaid is caused (directly or indirectly) by any event or circumstance beyond the Company's reasonable control including (but without limitation) any trade dispute, strike or lock-out involving its own employees or the employees of any supplier or carrier.

8: Liability

8.1 The provisions of Sections 12 to 15 inclusive of the Sale of Goods Act 1979 (as may from time to time be re-enacted updated or amended) shall apply to and be incorporated into these Terms so that such provisions shall apply to the Goods at the time that the risk in such Goods passes to the Customer under Clause 10.

8.2 The Company does not limit or exclude liability for death or personal injury resulting from its negligence or the negligence of any servant or agent (but not independent contractor) of the Company.

8.3 Subject to clause 8.2 the warranty referred to in Clause 8.1 is in substitution for and shall replace all conditions and warranties on the part of the Company implied by statute, common law or otherwise all of which are expressly excluded. The Company does not make or give, nor has any servant or agent of the Company authority to make or give any representation or undertaking as to the quality of the Goods or their correspondence with any description from its negligence or the negligence of any servant or agent (but not independent contractor) of the Company, or failure of a manufacturer to maintain the supply of the Goods.

8.4 Subject to Clause 8.2 in the event that, notwithstanding the preceding provisions of this Clause 8, the Company is found liable for any loss or damage suffered by the Customer, that liability shall in no event exceed the amount paid by the Customer to the Company hereunder excluding Value Added Tax.

8.5 Notwithstanding anything else contained in these Terms, in no circumstances shall the Company be liable to the Customer, either in contract or in tort, for any indirect, incidental or consequential loss suffered by the Customer on account of any act or omission on the part of the Company. 'Consequential loss' shall include loss of profit, goodwill or any other financial loss, any payment made or due to any third party, and any loss of damage caused to any property belonging to the Customer or any third party.

9: Risk and Title

9.1 Risk in the Goods shall pass to the Customer at the time the Goods are consigned to the carrier for delivery to the Customer.

9.2 Notwithstanding delivery and the passing of risk in the goods, title and property in the Goods including full legal and beneficial ownership shall remain with the Company until the Company has received cleared funds payment in full for all Goods delivered to the Customer under this and all other contracts between the Company and the Customer, for which payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Customer under which the Goods were delivered.

9.3 Until full legal and beneficial ownership has passed to the Customer, the Customer as bailee shall keep them safe, insured and separate and identifiable from all other Goods in the Customers' possession. If moneys on any account become overdue, the Company may (in addition to any other rights they may have) enter any land or buildings where the Goods are located and repossess the Goods and the Customer grants the Company an irrevocable licence so to do.

9.4 The Customer may resell the goods before full legal and beneficial ownership has passed to the Customer only where (a) that sale is effected in the ordinary course of business at full market price and (b) it is a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale and (c) the Customer shall account to the Company for the proceeds of the sale and shall keep all such proceeds separate from any of the Customer's or any third party, money or property.

9.5 The Customer's right to possession of the goods shall terminate immediately and the Company may terminate the Customer's contract immediately if (a) the Customer is the subject of insolvency (or similar) proceedings; (b) the Customer in any way charges the goods or (c) the Customer at any time fails to meet the Company's credit checking standards.

9.6 The Customer shall not be entitled to pledge in any way, charge by way of security for any indebtedness any of the goods which remain the Company's property, but if the Customer does so, all moneys owing by the Customer to the Company shall (without affecting any other right or remedy of the Company) immediately become due and payable.

10: General

10.1 The Customer shall not assign any benefit or burden of these Terms.

10.2 The clause headings in these Terms are for ease of reference only and shall not affect their interpretation.

10.3 The Company shall be entitled to despatch goods comprised in an order by one or more installments and to issue an invoice in respect of each such installment. If at any time Goods remain un-dispatched the Company shall be entitled by notice in writing to cancel the remainder of the order and neither party shall be under any obligation to the other in respect thereof following such cancellation.

10.4 No variation or addition to the Conditions will be recognised by the Company unless accepted and confirmed by the Company in writing.

10.5 Unless otherwise agreed the Company shall include its own brand logos on all 'in house' manufactured garments.

10.6 All artwork designs created by Sports & Leisure Brands Ltd remain the property of Sports & Leisure Brands Ltd. For the avoidance of doubt any charges relating to the creation of artwork is for the provision of the service and not for the artwork itself.

11: Law

These terms shall be governed and construed in accordance with the laws of England to the non exclusive jurisdiction of whose courts the Customer agrees to submit.

THESE TERMS CANCEL ALL PREVIOUS FORMS AND CONDITIONS OF SALE ALREADY IN CIRCULATION.

1st June 2021