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## TERMS OF SALE

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### BACKGROUND:

**Please read these Terms of Sale carefully before placing an order with Us.** These Terms of Sale, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Goods are sold by Us to consumers through this website, [www.highlysprungperformance.co.uk](http://www.highlysprungperformance.co.uk).

These Terms of Sale explain who We are, how Our Goods will be provided to you, how you or We may change, cancel, or otherwise end the Contract, what to do in the event of problems, and other important information.

These Terms of Sale were last updated on 19/10/2021.

You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our site. These Terms of Sale, as well as all Contracts, are in the English language only.

The following documents may also apply to your use of Our Site:

- Our Website Terms & Conditions, available at <https://www.dropbox.com/s/mfrjtkexir55dmq/Website%20Terms%20and%20Conditions.pdf?dl=0>, apply to your use of Our Site.
- Our Privacy & Cookie Policy, available at <https://www.highlysprungperformance.co.uk/privacy-policy/>. This is also referred to below in Part 22.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Contract”</b>	means a contract for the purchase and sale of Goods, as explained in Part 10;
<b>“Goods”</b>	means the goods sold by Us through Our Site;
<b>“Order”</b>	means your order for Goods;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order;
<b>“Order Number”</b>	means the reference number for your Order; and
<b>“We/Us/Our”</b>	means Highly Sprung Performance Company.

1.2 Unless the context otherwise requires, each reference in these Terms of Sale to:

- 1.2.1 “writing”, and any similar term, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- 1.2.3 a Part or paragraph is a reference to a section, part, or clause of these Terms of Sale.

## **2. Information About Us**

- 2.1 Our Site is operated by Highly Sprung Performance Company. We are a registered charity in England and Wales charity number: 1178239. Our registered address is Daimler Powerhouse Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ. Our address is: Daimler Powerhouse Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ
- 2.2 Our VAT number is 315841313
- 2.3 We are regulated by The Charity Commission

## **3. How to Contact Us**

- 3.1 To contact Us with general questions or complaints by email, please email Us at [team@highlysprungperformance.co.uk](mailto:team@highlysprungperformance.co.uk), to contact Us by telephone, please call Us on 07810263355, and to contact Us by post, please write to Us at Daimler Powerhouse Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ.
- 3.2 To contact Us about the Goods or your Order by email, please email Us [team@highlysprungperformance.co.uk](mailto:team@highlysprungperformance.co.uk), to contact Us by telephone, please call Us on 07810263355, and to contact Us by post, please write to Us at Daimler Powerhouse Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ.
- 3.3 To contact Us about cancellations by email, please email Us [ateam@highlysprungperformance.co.uk](mailto:ateam@highlysprungperformance.co.uk), to contact Us by telephone, please call Us on 07810263355, and to contact Us by post, please write to Us at Daimler Powerhouse Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ.

## **4. Access to Our Site and Use of Our Site**

- 4.1 Access to Our Site is free of charge.
- 4.2 It is your responsibility to make the arrangements necessary in order to access Our Site.
- 4.3 Use of Our Site is subject to Our Website Terms & Conditions, available at <https://www.dropbox.com/s/mfrjtkexir55dmq/Website%20Terms%20and%20Conditions.pdf?dl=0>. Please ensure that you have read them carefully, that you understand them, and that you agree to them.

## **5. Changes to these Terms of Sale**

- 5.1 We may alter these Terms of Sale from time to time, for example, to reflect changes in relevant laws and regulatory requirements. If We do so, details will be highlighted at the top of this page. If the changes are likely to affect your Order, We will inform you in advance by email and you may contact Us to end the Contract before the changes take effect. If you end the Contract for this reason, you will receive a refund for any Goods paid for but not received.
- 5.2 If any part of the current version of these Terms of Sale conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

## **6. [International Customers**

Please note that We only deliver within the United Kingdom.]

## **7. Goods, Descriptions, and Changes**

- 7.1 We make all reasonable efforts to ensure that all descriptions and images of Goods available from Us on Our Site match the actual Goods. Please note:
- a) Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product due to differences in computer or device displays and lighting conditions;
  - b) Images or descriptions of packaging are for illustrative purposes only and the actual packaging may vary
- 7.2 Please note that Part 8.1 does not exclude Our responsibility for mistakes due to Our negligence. It refers only to minor variations in the correct Goods, not to different Goods. If you receive Goods that are not as described, please refer to Part 14.

## **8. Pricing**

- 8.1 We make all reasonable efforts to ensure that prices shown on Our Site are correct. We may change prices from time to time. Changes in price will not affect any Order that you have already placed. Please note, however, that changes in VAT will, as explained below in Part 9.2.
- 8.2 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 8.3 All prices are checked before We accept your Order. If We have shown incorrect pricing information, We will inform you of the mistake in writing.
- If the correct price is lower than that shown when you make your Order, We will simply charge you the lower price.
- If the correct price is higher than that shown when you make your Order, We will give you the option to purchase the Goods at the correct price or to cancel

your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If you do not respond within 5 working days we will treat your Order as cancelled and inform you of the cancellation in writing.

- 8.4 If We mistakenly accept and process an Order where an obvious and unmistakable pricing error has been made, which you could have reasonably recognised as mispricing, We have the right to end the Contract, refund any sums paid, and require you to return the affected Goods to Us.
- 8.5 Delivery charges are not included in the price of Goods shown on Our Site. options and related charges will be presented to you as part of the order process.

## **9. Orders and How Contracts Are Formed**

- 9.1 Our Site will guide you through the ordering process. Before submitting your Order, you will be given the opportunity to review and amend it. Please ensure that you check your Order carefully before submitting it.
- 9.2 If you provide Us with incorrect or incomplete information during the order process, please contact Us as soon as possible. Where any information is required, it will be stated on Our Site, either in the product descriptions or during the order process, as applicable.

If We cannot process your Order due to incorrect or incomplete information, We will contact you to ask you to correct it or provide the missing information required for Us to supply the Goods to you.

If you do not provide the required information within a reasonable period of Us asking for it, or if the information is inaccurate or incomplete, We may either end the Contract or charge you a reasonable sum as compensation for the extra work required as a result.

We will not be responsible for supplying the affected Goods late or for not supplying the affected Goods if this is due to you not providing Us with the required information within a reasonable period of Us asking for it.

- 9.3 No part of Our Site constitutes a contractual offer capable of acceptance.  
Your Order constitutes a contractual offer. Our acceptance of that offer is indicated by Us sending you an Order Confirmation by email.  
Only once we have sent you an Order Confirmation will there be a legally binding Contract between Us and you for the sale of the Goods.
- 9.4 Order Confirmations contain the following information:
  - a) Your Order Number;
  - b) Confirmation of the Goods ordered including full details of their main characteristics;
  - c) Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery, and other additional charges;
  - d) Estimated delivery date(s)
- 9.5 Please quote your Order Number if you contact Us about your Order for any

reason. You do not have to do this, but it may help Us to locate your Order and help you more quickly and easily.

- 9.6 In the unlikely event that We cannot accept your Order, We will inform you in writing and explain why. No payment will be taken under normal circumstances. If We have taken payment, any such sums will be refunded.

We may not accept your Order because the Goods are out of stock, because of unexpected limits on Our resources that We could not have reasonably planned for, because We have identified a mistake in the description or price of the Goods, or because We are not able to meet a delivery deadline that you have set.

**BACS** We may also not accept your order if your business does not align with our charitable objectives. In this case we will inform you in writing and explain why. No payment will be taken and any payment that has been taken will be refunded and the order cancelled.

## **10. Payment**

- 10.1 Payment for Goods and related delivery charges must always be made in advance. You will be prompted to provide payment details during the ordering process.
- 10.2 We will not charge your chosen payment method until We dispatch the Goods.
- 10.3 We accept the following methods of payment:  
Bank Transfer, Credit card payments, Debit card payments, payment on receipt of invoice by cheque or bank transfer.
- 10.4 If you believe that We have charged you an incorrect amount, please contact Us as soon as possible to let Us know. You will not be charged interest under Part 11.4 on any sums disputed in good faith under this Part 11.5.

## **11. When You Own the Goods**

Ownership of the Goods passes to you once We have received payment in full of all sums due.

## **12. Delivery**

- 12.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the ordering process.
- 12.2 We will not be responsible for delays that are outside of our reasonable control. If delivery is delayed for such a reason, We will inform you as soon as possible and will take steps to minimise the impact of the delay.
- 12.3 If there is a risk of a substantial delay to delivery, you may contact Us to end the Contract and will be refunded any sums paid for Goods that you have not received.
- 12.4 If you (or someone on your behalf) are not available at your address to take delivery of the Goods and they cannot be posted through your letterbox, We

will leave a note informing you of how to arrange for re-delivery or of where to collect the Goods.

- 12.5 If you do not arrange to have the Goods re-delivered or do not collect them, We will contact you to ask for further instructions.

We may charge you for storage and for further delivery costs. If, despite Our reasonable efforts, We cannot contact you or cannot arrange for re-delivery or collection of the Goods, We may end the Contract and issue you with a refund. We may deduct a reasonable sum in compensation for any net costs incurred by Us as a result.

- 12.6 In the unlikely event that We do not deliver the Goods on time (within 30 calendar days of the Order Confirmation or as otherwise agreed or specified), you have certain legal rights. If any of the following apply, you may treat the Contract as being at an end immediately:

- a) We have refused to deliver the Goods;
- b) In light of all relevant circumstances, delivery within the specified or agreed time period was essential; or
- c) You told Us when ordering the Goods that delivery within the specified or agreed time period was essential.

- 12.7 If you do not wish to cancel under Part 13.7, or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.

- 12.8 You may cancel all or part of your Order under Parts 13.7 or 13.8 provided that separating the Goods in your Order would not significantly reduce their value.

Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you.

If any cancelled Goods are delivered to you, you must return them to Us or arrange for their collection. We will cover the costs of postage or collection. Please contact Us using the details provided above in Part 3 for a return label or to arrange collection.

- 12.9 Responsibility for the Goods passes to you once We have delivered the Goods to the address you have provided or once you (or a carrier organised by you, if applicable) collect the Goods from Us.

- 12.10 As explained in Part 10.2, We will not be responsible for delivering Goods late or for not delivering Goods if this is due to you not providing Us with required information within a reasonable period of Us asking for it.

### **13. Faulty, Damaged, or Incorrect Goods**

- 13.1 This Part 14 provides a summary of your legal rights as a consumer. These rights may be subject to certain exceptions. For full details please refer to the [Citizens Advice website](#) or contact them on 0808 223 1133. Nothing in these Terms of Sale will affect your legal rights.

- 13.2 The Consumer Rights Act 2015 requires that goods must be as described, fit for purpose, and of satisfactory quality. During the expected lifespan of a

product, your legal rights are as follows:

- a) Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject them and to receive a full refund if they do not conform as stated above.
- b) If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Goods or a replacement. We will cover any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 calendar days remain out of the original rejection period, the time remaining will be extended to 7 calendar days.
- c) If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to you), you may ask Us to attempt the repair or replacement again (you do not have to give Us multiple opportunities to do so if you do not want to), or you have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- d) If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- e) Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, you must prove that the defect or non-conformity existed at the time of delivery.

13.3 Please note that you will not be eligible to claim under this Part 14 if:

- a) We informed you of the problem(s) with the Goods before you purchased them or you had the opportunity to examine them before purchase and the problem(s) should have been obvious to you; or
- b) You have caused the problem(s) yourself, for example, through misuse or intentional or careless damage; or
- c) You have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem(s) has/have resulted from your use of the Goods for that purpose; or
- d) The problem(s) is/are the result of normal wear and tear; or
- e) You have changed your mind (please refer to Part 16).

13.4 If there is a problem with the Goods, please contact Us using the details provided above in Part 3.

- 13.5 If you exercise your legal right to reject the Goods, you must return them to Us.
- 13.6 To return Goods to Us for any reason under this Part 14, please post them to Us, arrange for their collection, or return them in person. We will cover the costs of postage or collection. Please contact Us using the details provided above in Part 3 for a return label or to arrange collection.

#### **14. Your Rights to Cancel and End the Contract**

- 14.1 If the Goods are faulty or misdescribed, you may have a legal right to end the Contract, to have the Goods repaired or replaced, or to get a full or partial refund. Please refer to Part 14, above, for more information.
- 14.2 If you are a consumer and have changed your mind, you may have a legal right to a “cooling-off period” within which you can end the Contract for any reason. Please refer to Part 16, below, for more information.
- 14.3 If you wish to end the Contract because of something We have done or are going to do, please refer to Part 17, below, for more information.

#### **15. Cancelling and Ending the Contract if You Change Your Mind**

- 15.1 If you are a consumer, the Consumer Contracts Regulations 2013 give you the legal right to change your mind and end the Contract for any reason. This 14 calendar day “cooling-off period” begins once your Order is complete and we send you the Order Confirmation, i.e. when the Contract is formed, and ends as set out below. You may also cancel for any reason before We send the Order Confirmation.
- a) If the Goods are being delivered to you in a single instalment, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the Goods.
- b) If the Goods are being delivered in separate instalments on separate days, the cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment of Goods.
- 15.2 If you wish to end the Contract for this reason, you must inform Us within the cooling-off period. You may inform Us in any way you wish (including by email, post, or telephone). Please state that you want to cancel and end the Contract, providing your name, address, details of your Order and, where possible, your email address and telephone number. Our contact details are provided above in Part 3.
- 15.3 Your cancellation notice is effective from the date on which you send it. Provided you send your cancellation notice or contact Us directly by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted.
- 15.4 Please note that this right to cancel may not apply in the following circumstances:

- a) If the Goods are sealed for health or hygiene reasons and you have unsealed them after receiving them;
- b) If the Goods consist of sealed audio or video recordings or sealed computer software on physical media and you have unsealed them after receiving them;
- c) If the Goods are likely to deteriorate quickly, for example, flowers or food;
- d) If the Goods have been personalised or custom-made for you;
- e) If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.

## **16. Cancelling and Ending the Contract Because of Something We Have Done or Will Do**

16.1 You may have the right to cancel and end the Contract because of something We have done or have informed you that We are going to do. This right to cancel applies in the following circumstances:

- a) We have informed you about an upcoming change to these Terms of Sale that you do not agree to (see Part 5.1);
- b) We have informed you about an upcoming change to the Goods that you do not agree to (see Part 8.4);
- c) We have informed you about an error in the price or description of the Goods and you do not wish to proceed;
- d) There is a risk that delivery of the Goods will be substantially delayed due to events outside of Our control (see Part 13.3);
- e) You have a legal right to end the Contract because We have done something wrong (including where We have not delivered the Goods on time and the circumstances in Part 13.7 or 13.8 apply).

16.2 If you cancel and end the Contract for any of the reasons set out in this Part 17, the Contract will end immediately and you will receive a full refund for any Goods which have not yet been provided. You may also be entitled to compensation.

16.3 If you wish to end the Contract for this reason, you may inform Us in any way you wish (including by email, post, or telephone). Please state that you want to cancel and end the Contract, providing your name, address, details of your Order and, where possible, your email address and telephone number. For your convenience,

## **17. Returning Goods After Cancelling and Ending the Contract**

17.1 Subject to your right to partially cancel your Order under Part 13.9, if you cancel and end the Contract for any reason after Goods have been dispatched or delivered to you, you must return the Goods to Us or arrange for their collection. Please contact Us using the details provided above in Part 3 for a return label or to arrange collection.

- 17.2 If you are exercising your right to change your mind under the cooling-off period as set out in Part 16, you must return the Goods to Us no more than 14 calendar days after the day on which you informed Us that you wish to cancel.
- 17.3 We will cover the costs of returning the Goods to Us in the following circumstances:
- a) The Goods are faulty or misdescribed;
  - b) You are cancelling and ending the Contract because of upcoming changes to these Terms of Sale that you do not agree to;
  - c) You are cancelling and ending the Contract because of upcoming changes to the Goods that you do not agree to;
  - d) You are cancelling and ending the Contract because We have made an error in the price or description;
  - e) You are cancelling and ending the Contract because there is a risk that delivery of the Goods will be substantially delayed due to events outside of Our Control;
  - f) You are cancelling and ending the Contract because you have a legal right to do so because We have done something wrong (including where We have not delivered the Goods on time and the circumstances in Part 13.7 or 13.8 apply)
- 17.4 In all other circumstances, including where you are exercising your right to change your mind under the cooling-off period, you must cover the costs of returning the Goods to Us.
- 17.5 If you are responsible for the costs of returning the Goods to Us and We are collecting them, the cost charged to you will only be the direct cost to Us of collecting the Goods.

## **18. Refunds**

- 18.1 All refunds due to you will be made using the same method used by you when paying for the Goods (unless you request an alternative). You will be refunded the price paid for the Goods and for delivery, subject to the following limitations and deductions:
- a) If you are exercising your right to change your mind under the cooling-off period, We may reduce your refund to reflect any reduction in the value of the Goods if that reduction has been caused by your handling of the Goods in a way that would not be permitted in a shop. If We issue the refund before inspecting the Goods and subsequently discover that you have handled them in this way, We may charge you an appropriate sum.
  - b) Standard delivery charges (i.e. the cheapest option available for your Order) will be refunded, but we do not reimburse premium delivery charges. your refund for delivery charges will only be equivalent to the cost of the cheaper option.
- 18.2 All refunds due to you will be made as soon as possible. If you are exercising your right to change your mind under the cooling-off period, We will issue your

refund within 14 calendar days of:

- a) The day on which We receive the returned Goods;
- b) The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier);
- c) If We are collecting the Goods, the day on which you inform Us that you wish to cancel and end the Contract; or
- d) If We have not yet provided an Order Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel and end the Contract.

## **19. Our Liability to Consumers**

- 19.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 19.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 19.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 19.4 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer including, but not limited to, those explained above in Part 14.

## **20. Complaints and Feedback**

- 20.1 We always welcome feedback from Our customers and, whilst We always use reasonable efforts to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 20.2 All complaints are handled in accordance with Our returns and refunds procedure, available at <https://www.dropbox.com/s/s16rpky0s9zo7o/Returns%20and%20Refund%20Policy%20RBSG.docx?dl=0>.
- 20.3 If you wish to complain about any aspect of your dealings with Us, please contact Us using the contact details provided above in Part 3.

## **21. How We Use Your Personal Information**

We will only use your personal information as set out in Our Privacy Policy, available from <https://www.highlysprungperformance.co.uk/privacy-policy/>

## **22. What Happens if We Transfer this Agreement to Another Party**

We may transfer (assign) Our obligations and rights under these Terms of Sale (and the Contract) to a third party (this may happen, for example, if We sell Our business). If this Occurs, We will inform you in writing. We will ensure that your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

## **23. Other Important Terms**

23.1 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

23.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

23.3 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

23.4 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

## **24. Law and Jurisdiction**

24.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

24.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Part 26.1 takes away from or reduces your legal rights as a consumer.

24.3 If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

24.4 If you are a business user, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms of Sale or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.