

TERMS OF SALE

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.

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 Monday 27th November 2023.

By placing an order with Us on www.highlysprungperformance.co.uk, you are accepting these Terms of Sale. 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:

“**Contract**” means a contract for the purchase and sale of Goods, as explained in Part 9;

“**Goods**” means the goods sold by Us through Our Site – including not limited to material products, virtual products, or tickets to events/performances;

“**Order**” means your order for Goods;

“**Order Confirmation**” means Our acceptance and confirmation of your Order;

“**Order Number**” means the reference number for your Order;

“**We/Us/Our**” means Highly Sprung Performance.

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

- “Writing”, and any similar term, includes a reference to any communication affected by electronic or facsimile transmission or similar means;
- 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;
- 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 Website is operated by Highly Sprung Performance. 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 You can contact Us in regards to:

- a) General questions, comments or complaints
- b) Goods or your Order
- c) Cancellations or amendments to your Order

3.2 Please contact us via:

- a) Email at team@highlysprungperformance.co.uk
- b) Phone at 07780 626604,
- c) Writing to Highly Sprung Performance, Daimler Powerhouse, Sandy Lane Business Park, Sandy Lane, Coventry, CV1 4DQ.

4. Access to Our Site and Use of Our Website

4.1 Access to Our Website is free of charge.

4.2 It is your responsibility to make the arrangements necessary in order to access Our Website.

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

6.1 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 7.1 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.

8.2 All prices on Our Site include VAT.

8.3 If a pricing error has been made, and we mistakenly accept and process an Order in this case, 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.

8.4 Delivery charges are not included in the price of Goods shown on Our Site. Delivery and collection options, and related charges will be presented to you as part of the order process and details for your Goods, and may vary between products.

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.

9.3 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.

9.4 You placing 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) The date your Order was placed
- c) Confirmation of the Goods ordered

d) Itemised pricing for the Goods ordered including, where appropriate, taxes, delivery, and other additional charges.

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. 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, or because We have identified a mistake in the description or price of the Goods.

We may also not accept your order if you are a business that 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 accept the following methods of payment: Credit card payments, Debit card payments.

10.3 We do not accept payments by American Express.

10.4 If you believe that We have charged you an incorrect amount, please contact Us as soon as possible to let Us know.

11. When You Own the Goods

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

12. Delivery of Goods

12.1 We are able to offer varying delivery and collection options.

12.2 The pricing, timings and format for delivery or collection will vary, dependent on the Goods. Please refer to the product information ahead of placing your order, to understand that product's terms of delivery or collection.

12.3 If the product is virtual, or a ticket for an event/performance, details on the product or ticket delivery will be detailed on the product information page.

12.4 In case of delays - 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.

12.5 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.

12.6 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 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.
- c) 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.
- d) 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 reject the Goods in exchange for a refund.
- e) 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. Please be aware that after six months have passed since you received the Goods, you must be able to 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;
- b) You have caused the problem(s) yourself, for example, through misuse or intentional or careless damage;
- 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;
- d) The problem(s) is/are the result of normal wear and tear;
- 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 13, above, for more information.

14.2 Please note that cancellations or refunds are only possible in the case of the Goods being faulty or misdescribed, as detailed in 14.1. Outside of this, orders cannot be cancelled or refunded, and there is no cooling off period.

14.3 Depending on the nature of the Goods, exchanges may be possible at our discretion. To request or discuss an exchange please contact Us using the details provided above in Part 3.

14.4 If you wish to end the Contract because of something We have done or are going to do, please refer to Part 15, below, for more information.

15. Cancelling and Ending the Contract Because of Something We Have Done or Will Do

15.1 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 error in the price or description of the Goods and you do not wish to proceed;

15.2 If you cancel and end the Contract for any of the reasons set out in this Part 15, 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.

15.3 If you wish to end the Contract for this reason, you may inform Us using the details provided above in Part 3.

16. Returning Goods After Cancelling and Ending the Contract

16.1 If you or We 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.

16.2 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;

17. Refunds

17.1 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) 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.

17.2 All refunds due to you will be made as soon as possible.

18. Our Liability to Consumers

18.1 We will be responsible for any foreseeable:

- a) Loss;
- b) Damage;
- c) Loss of profit;
- d) Loss of business;
- e) Interruption to business;

- f) Loss of business opportunity

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.

18.2 Note: the items listed from a-f in 18.1 are foreseeable if they are an obvious consequence of Our breach or negligence, or if they are contemplated by you and Us when the Contract is created.

18.3 We will not be responsible for any of the following that are not foreseeable:

- a) Loss;
- b) Damage;
- c) Loss of profit;
- d) Loss of business;
- e) Interruption to business;
- f) Loss of business opportunity

18.4 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.Complaints and Feedback

19.1 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.

19.2 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.

20.How We Use Your Personal Information

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

21.What Happens if We Transfer this Agreement to Another Party

21.1 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.

22. Other Important Terms

22.1 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.

22.2 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.

22.3 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.

22.4 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.

23. 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.

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.