

TABLE OF CONTENTS

1.	THESE TERMS	1
2.	INFORMATION ABOUT US AND HOW TO CONTACT US	1
3.	OUR CONTRACT WITH YOU	2
4.	OUR PRODUCTS	3
5.	YOUR RIGHTS TO MAKE CHANGES	3
6.	OUR RIGHTS TO MAKE CHANGES.....	3
7.	PROVIDING THE PRODUCTS	4
8.	YOUR RIGHTS TO END THE CONTRACT	6
9.	HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND).....	9
10.	OUR RIGHTS TO END THE CONTRACT.....	12
11.	IF THERE IS A PROBLEM WITH THE PRODUCT	12
12.	YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER	13
13.	YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS	14
14.	PRICE AND PAYMENT	15
15.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER	17
16.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS	18
17.	HOW WE MAY USE YOUR PERSONAL INFORMATION	19
18.	OTHER IMPORTANT TERMS	19
	SCHEDULE 1 - Model Cancellation Form for consumer customers	21

OUR TERMS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or digital content.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or that they might require any changes, please contact us to let us know.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions **specific to consumers only are in orange** and those **specific to businesses only are in blue**. Wording that is not blue or orange may apply to both businesses and consumers depending on the context.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Pure-Tec Limited a company registered in England and Wales. Our company registration number is 03042924 and our registered office is at Puretec Offices, Britannia Road, Goole, East Riding Of Yorkshire, England, DN14 6ET . Our registered VAT number is GB647393702.

- 2.2 How to contact us. You can contact us by using any of the methods we set out on the contact us page available on our website at <https://www.exercise.co.uk/contact-us>
- 2.3 How we may contact you. If we have to contact you we will do so by telephone (if we have a phone number on file for you) or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails but doesn't include faxes.

3. **OUR CONTRACT WITH YOU**

- 3.1 How we will accept your order. Our acceptance of your order will take place when we email you to confirm that we have accepted it via an **Order Confirmation** email, at which point a contract will come into existence between you and us. Our acceptance of your order will only take place at the point in time that we expressly accept that order in writing.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. If we have already sent you an Order Confirmation confirming the details of your order then we will make it clear which part of your Order is cancelled and we may continue to process the rest of your Order where possible. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we or a relevant third party has or have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 We may send you further updates regarding your Order following our Order Confirmation email, but that doesn't have any effect on the time that a contract between us comes into existence.

4. **OUR PRODUCTS**

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products, or that the manufacturer will have a particular colour in stock. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1 Minor changes to the products. We may change the product:

- (a) for purely cosmetic reasons as a result of availability of materials or other reasons where the product itself is not materially affected and does not reduce or diminish the functionality of that product;
- (b) to reflect changes in relevant laws and regulatory requirements; and
- (c) to implement minor technical adjustments and improvements, for example to address a known defect or security threat.

6.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

- (a) We might replace products that are unavailable, with other similar but different products which essentially perform the same purpose or function;

- (b) We might raise the price of goods or content for any reason; or
- (c) We might remove or reduce the amount of content, or level of performance or functionality, of any goods we make available.

6.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. **PROVIDING THE PRODUCTS**

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 When we will provide the products.

- (a) If the products are goods. If the products are goods we will contact you with an estimated delivery date, which will be within 30 days after the day on which we accept your order.
- (b) If the product is a one-off purchase of digital content. We will make the digital content available for download by you as soon as we accept your order.
- (c) If the products are ongoing services or a subscription to receive goods or digital content. We will supply the goods or digital content to you until either the subscription expires (if applicable) or you end the contract as described in clause 8 or we end the contract by written notice to you as described in clause 10.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 You are not permitted to collect any products directly from our premises without our prior written approval.

7.5 If you are not available to accept delivery when the product is delivered. If no one is available at your address to take delivery and the products cannot be

posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

- 7.6 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.7 If you do not allow us access to provide services. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 10.2 will apply.
- 7.8 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you, or a carrier organised by you, collect it from us.
- 7.9 When you own goods. You own a product which is goods once we have received payment in full.
- 7.10 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example, instructions on how to access your property or the dimensions and other measurements that might be applicable to any services we plan to provide, in particular we would need to understand any limited access or other restrictions that might apply to the installation or delivery of any products relevant to your Order. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.12 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 10 working days (or 2 calendar weeks) then we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 10 working days (or 2 calendar weeks) and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.13 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 15.4) and you still do not make payment within five (5) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.7). We will not charge you for the products during the period for which they are suspended unless we also incur any expense as a result of our suspending the products as a result of your breach of this agreement or any other applicable terms and conditions or policies that form part of our agreement with you. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.6). Suspension is at our discretion and without prejudice to any other right that we may have to terminate the contract or to recover costs from you.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it,

how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;
- (c) If you are a consumer and have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 10 working days (or 2 calendar weeks); or
- (e) you have a legal right to end the contract because of something we have done wrong.

- 8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:
- (a) digital products after you have started to download or stream these;
 - (b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
 - (c) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - (d) any products which become mixed inseparably with other items after their delivery.
- 8.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.
- (a) Have you bought digital content for download or streaming (for example, an online subscription to workout routines)? if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming that content. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
 - (b) Have you bought goods (for example, a rowing machine)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, unless:
 - (i) Your goods are split into several deliveries over different days, for example, where those goods make up a single product when assembled but aren't all available for delivery at once. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

- (ii) Your goods are for regular delivery over a set period (for example an ongoing subscription). In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so].

8.7 If you are a business customer, you do not get a cooling off period and you have no right to change your mind for your convenience once an order is placed, and you will only be entitled to return the goods or content to us if we are in material breach of our contract with you or otherwise in accordance with any applicable warranty we offer to you with the relevant product where you are still within the Warranty Period.

9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) Phone or email. Call customer services on 01482 212 098 or email us at service@puretecfitness.com. Please provide your name, home address and postode, details of the order (including order number which should begin with 0000) and, where available, your phone number and email address.
- (b) Online. Complete the Return Request Form on our website.

- (c) By post. Print off the Return Request Form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at PureTec Limited, Britannia Road, Goole, East Riding of Yorkshire, DN14 6ET or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 01482 212 098 or email us at service@puretecfitness.com for a return label or to arrange collection. **If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract and we recommend keeping evidence that you sent the goods back, as well as evidence of their condition before you passed them to your courier for return to us (in case your courier damages the goods in transit whilst you are still responsible to us for those goods).**

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty and you are within the relevant Warranty Period;
- (b) if the products are misdescribed for example if we get your order totally wrong and send you the wrong products;
- (c) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (**including where you are a consumer exercising your right to change your mind**) **you must pay the costs of return.**

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery, see <https://www.exercise.co.uk/delivery-information>.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the

method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods or additional costs that we incur as a result of your use of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop or where your use of those goods affects our ability to re-sell them or causes us to incur a direct cost. See our Returns page <https://www.exercise.co.uk/returns> for information about what handling is acceptable and examples. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) The maximum refund for delivery costs, where applicable, will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then where you have a legal entitlement to a refund we will only refund what you would have paid for the cheaper delivery option.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. **OUR RIGHTS TO END THE CONTRACT**

10.1 We may end the contract if you break it. We may end the contract for a product or any digital content or applicable subscription at any time by writing to you if:

- (a) you do not make any payment to us when it is due, or any third party payment is not made on your behalf on the date specified for payment;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery addresses or instructions for entry, contact details or details of any third party payment arrangements or any other applicable delivery information;
- (c) you do not, within a reasonable time, allow us to deliver the products to you (or collect them from us where expressly agreed with us);
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract, including but not limited to the cost of re-delivery, collection or other remedy, and any costs we incur in chasing you or enforcing our rights against you including but not limited to legal fees.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will endeavour to let you know at least five (5) days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided unless we agree a suitable replacement product with you.

11. **IF THERE IS A PROBLEM WITH THE PRODUCT**

How to tell us about problems. If you have any questions or complaints about the product, please contact us. Whilst we ask that you try to only use one method of contact for a particular issue that you want to discuss with us, we provide you with various options to do this. You can telephone our customer service team at 01482 212 098 or write to us electronically at service@puretecfitness.com or by post to: Puretec Offices,

Britannia Road, Goole, East Riding Of Yorkshire, England, DN14 6ET. Alternatively, you can use the Live-Chat feature on our website.

12. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

12.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights, and they are in addition to your statutory cooling off rights where applicable.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example dumbbells, a rowing machine, a cross trainer or another similar tangible physical object we sell as a product then the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

If your product is digital content, for example a mobile phone app or a subscription to a content service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back

c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 8.3.

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products or where you ask for a repair/replacement you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection where you are legally entitled to reject any of our goods. Please use our online Return Request Form (RRF) available at <https://www.puretecfitness.com/returns-request-form> or email us at service@puretecfitness.com for a return label or to arrange collection, or, if you're having problems with using our online form or email then feel free to just call us directly on 01482 212 098.

12.3 Our warranty to you is subject to the exclusions and other terms set out in clause 14 below.

13. **YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS**

13.1 If you are a business customer then for the duration of the Warranty Period any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship;

13.2 Subject to clause **Error! Reference source not found.**, if:

- (a) you give us notice in writing during the Warranty Period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

13.3 Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

13.4 These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. **WARRANTY PERIOD AND EXCLUSIONS**

14.1 The products we sell sometimes have a third-party warranty attached to them and where that is the case we will inform you that another warranty applies (and that may be subject to the terms and condition that third party applies to their own warranty), but generally you can return third party products to us if we sold them to you if you experience issues with them during the Warranty Period.

14.2 The duration of the Warranty Period that applies to a particular product will be set out in writing in the description of that product on our website. If you have any queries about the length of any applicable Warranty Period then please contact us.

14.3 If you are a consumer then clause 12 will apply for the duration of any applicable Warranty Period that applies to the products we supply to you.

14.4 If you are a business, then clause 13 will apply for the duration of any applicable Warranty Period that applies to the products we supply to you.

14.5 We will not be liable for a product's failure to comply with any warranty we give (such as the business warranty set out in clause 13.1 above, or the consumer warranty set out in clause 12 above) if:

- (a) you make any further use of any product after giving us notice that it is faulty;
- (b) the defect arises because you failed to follow any oral or written instructions provided to you as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice (or your failure to apply common sense);
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you;

- (d) you alter or repair the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working, operating or usage conditions.

15. **PRICE AND PAYMENT**

- 15.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the product you order.
- 15.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 15.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced or we might have failed to apply a discount that we had offered to you. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 15.4 When you must pay and how you must pay. We accept payment with the cards that we set out in the bottom right corner of our website. When you must pay depends on what product you are buying:
 - (a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
 - (b) For digital content, you must pay for the products before you download them.

- 15.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 15.6 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Royal Bank of Scotland plc from time to time (or at 4% a year where that lending rate is at or below 0%). This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 15.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. For example, if you are legally entitled to return our products in exchange for a refund because they are defective then we will pay for the cost of that collection.
- 16.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.1 or for defective products under the Consumer Protection Act 1987; .
- 16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us

while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

- 16.4 When we are liable for damage caused by defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 16.5 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

- 17.1 Nothing in these terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 17.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 17.3 Subject to clause 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss howsoever arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to and shall in no event exceed one-hundred-percent (100%) of the total sums paid by you for the affected products.

18. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy as set out at <https://www.exercise.co.uk/privacy-policy>.

19. **OUR INTELLECTUAL PROPERTY RIGHTS**

19.1 The copyright in the design, text, graphics, selection and arrangement of this website and its pages belongs absolutely to Pure-Tec Limited, or its third party suppliers/providers where third party products are displayed. You may only reproduce or copy parts of this website for the strict purpose of selecting and beginning the order process for our products or our learning material. All other use is prohibited without our prior written consent.

19.2 The trademarks, logos and service marks (collectively "the Trade Marks") displayed on our website and in our literature (whether registered or unregistered) are and shall remain the property of their respective owners. Nothing contained in our website or literature shall be construed as granting any licence or right to use any Trade Mark displayed on our website or literature without the prior written consent of the relevant Trade Mark owner. Your misuse or infringement of any of the Trade Marks displayed on our website or literature is strictly prohibited.

20. **OTHER IMPORTANT TERMS**

20.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing as soon as possible after this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling

you about it and we will refund you any payments you have made in advance for products not provided.

- 20.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 20.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 20.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 20.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1 - Model Cancellation Form for consumer customers

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

© Crown copyright 2013.