

TERMS AND CONDITIONS FOR SALE OF GOODS

EQUILUXE LTD

AGREEMENT	means the agreement by us and you in respect of the Goods.
BUSINESS DAY	means a day other than Saturday, Sunday and public holidays when banks generally, are open for business in the City of London.
DELIVERY LOCATION	means the address specified in the Order form.
FORCE MAJEURE	has the meaning set out in clause 9.
GOODS	means the Goods specified in the Order.
ORDER	means your order for the Goods set out in the order form.
SADDLE	means your current used saddle.
WARRANTY PERIOD	means the period referred to in clause 5.1.
WE	means Equiluxe Ltd, Unit 6C manor business park Grants Hill Way Daventry NN113UB Tel: +44 7578012027 info@equiluxe.co.uk
YOU	means the customer placing the Order.

1 TERMS

- 1.1 An Order will be deemed to be an offer to purchase the Goods on the terms of this Agreement.
- 1.2 Orders are not binding until accepted by us in writing.
- 1.3 Quotations issued by us are valid for 10 Business Days from issue. They do not constitute an offer to sell or supply. If you wish to purchase Goods which are the subject of a quotation, you will need to place an Order.
- 1.4 These Terms and Conditions alone will apply to the sale of the Goods by us to you. All other terms, including any which you seek to incorporate, or are implied by course of dealing or by custom or practice will not apply.
- 1.5 We have the right to refuse an Order if you owe sums to us in respect of a previous order or otherwise.

2 PRICE AND PAYMENT

- 2.1 The price for the Goods will be as set out in the Order and may include additional delivery costs.
- 2.2 The price is payable in full prior to the date of delivery. Should such payment not be received the Goods shall not be delivered.
- 2.3 VAT will be charged by us and paid by you at the then-applicable rate.

3 TITLE AND RISK

- 3.1 Risk in the Goods will pass to you on delivery of the Goods under clause 4.
- 3.2 Title to the Goods will pass to you once we have received payment in full for the Goods. We retain ownership of the Goods until payment for the Goods has been received in full.

4 DELIVERY

- 4.1 The Goods will be delivered to the Delivery Location, which for the avoidance of doubt must be a residential address if you are an individual or a business address if you are a company, on the date specified in the Order.
- 4.2 The Goods will be deemed delivered on arrival of the Goods at the Delivery Location.
- 4.3 Delivery of the Goods will be accompanied by a delivery note stating:
 - 4.3.1 the date of the Order.
 - 4.3.2 the product numbers and type and quantity of Goods in the consignment.
 - 4.3.3 any special handling and other instructions; and
 - 4.3.4 whether any packaging material is to be returned (in which case you will, at our option, return them to us or make them available for collection by us at a time specified by the latter,

in either case at our expense).

- 4.4 Whilst we will use reasonable endeavours to meet delivery dates, such dates are approximates only and time for delivery is not of the essence.
- 4.5 We will not be liable for any delay in, or failure of delivery caused by your failure to make the Delivery Location available for access or in a Force Majeure event.

5 QUALITY

- 5.1 We warrant that, for a period of 12 months from delivery (the Warranty Period), the Goods will comply with the Consumer Rights Act 2015 in that they will:
 - 5.1.1 conform in all material respects to their description and to any specification specified in the Order.
 - 5.1.2 be free from material defects in design, material and workmanship.
 - 5.1.3 be of satisfactory quality; and
 - 5.1.4 be fit for the purpose for which it has been bought.
- 5.2 We will, at our sole discretion, repair, replace or refund the price of any defective Goods, provided that and subject to clause 10:
 - 5.2.1 you inform us in writing within 5 Business Days of discovery that some or all Goods do not comply with clause 5.1.
 - 5.2.2 you give us a reasonable opportunity to examine the defective Goods; and
 - 5.2.3 you return the defective Goods to us at your own expense, such cost to be refunded once we have had the opportunity to examine and determine that the Goods are defective.
- 5.3 We will not be liable for any failure of the Goods to comply with clause 5.1 where such failure arises by reason of fair wear and tear or the normal use of the Goods, or wilful damage, negligence, or abnormal working conditions or to the extent caused by your failure to comply with our instructions as to storage, use or maintenance of the Goods (where such instructions are provided by us).
- 5.4 We will also not be liable for any failure of the Goods where you repair or alter any Goods without our prior written agreement: or where you use any Goods after notifying us that it does not comply with clause 5.1.
- 5.5 Except as set out in this clause 5, we give no warranty in relation to the Goods and will be under no liability for their failure to comply with the warranty in clause 5.1.

6 SECURITY DEPOSIT

- 6.1 We may offer and accept your Saddle as part-payment for the Goods.
- 6.2 If we agree to accept your Saddle as part-payment for the Goods you agree to surrender your saddle upon delivery of your Goods.
- 6.3 If we do not receive your Saddle upon delivery of the Goods, we reserve the right to take payment using your original payment method for the amount equal to the amount offered to you for your Saddle.

7 YOUR OBLIGATIONS

By placing an Order, you agree to place all orders on the terms of this Agreement and ensure that their contents are complete and accurate and co-operate fully with us in relation to delivery of the Goods.

8 LIABILITY

- 8.1 Subject to clause 8.2, the extent of our liability shall be limited to the actual amount received by us from you in respect of the Goods.
- 8.2 We do not exclude our liability:
 - 8.2.1 for death or personal injury caused by its negligence;
 - 8.2.2 for fraud or fraudulent misrepresentation; or
 - 8.2.3 any matter which we are not able to legally exclude.

9 FORCE MAJEURE

- 9.1 Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder. Inability to pay is not Force Majeure.
- 9.2 We will not be liable if delayed or prevented from performing our obligations due to Force Majeure provided that we promptly notify you of the Force Majeure event and its expected duration.
- 9.3 If we are unable to perform our obligations within 15 days of the notification of the Force Majeure

Event to you, you will be entitled to cancel your Order by providing written confirmation to us within 10 days of the notice referred to in clause 9.2.

10 RIGHT TO CANCEL AND RETURNS POLICY

- 10.1 You can cancel your Order within 14 days of placing it, without providing any reason for doing so.
- 10.2 If you cancel your Order once you have received the Goods, you must return the delivered items to us in their original packaging and in their original condition by recorded delivery. The cost of returning the Goods is payable by you.
- 10.3 Once we have received the Goods, we shall examine the same and refund any monies paid once we are satisfied that they have not been used within 14 days of receipt. We shall not refund any monies where we consider that the Goods have been used or the Goods are not defective.
- 10.4 You shall not be able to return any Goods which are bespoke and have been produced especially for the Customer.

11 DISPUTES

- 11.1 We shall use our reasonable endeavours to resolve any disputes with you quickly and efficiently.
- 11.2 Please contact us as soon as possible at gemma@equiluxe.co.uk if you are unhappy with the Goods, our services or any other matter.

12 VALIDITY

If any part of these Terms and Conditions are deemed unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

13 RIGHTS OF THIRD PARTIES

For the purposes of the Contracts (Rights of Third Parties) Act 1999, any agreement between us will not confer on any person, who is not a party to it any right to enforce its provisions.

14 DISPUTES

This contract shall be governed and construed by the law of England and Wales and you and we both agree to submit to the jurisdiction of the courts of England and Wales.

15 SEVERANCE

If any of these terms are held to be invalid, unlawful or unenforceable then the remaining provisions shall remain in force.

16 VARIATION

- 16.1 No changes to these terms and conditions shall be valid unless agreed by us in writing.
- 16.2 We reserve the right to vary these terms and conditions from time to time.

17 PERSONAL DATA

- 17.1 We may collect personal information about you when you register with us or purchase Goods from us.
- 17.2 You agree that we may hold personal data to enable us to process your order and for marketing purposes.
- 17.3 We agree not to share your personal data with any un-related third party and will use our reasonable endeavours to ensure that personal data is kept confidential in accordance with any relevant data protection legislation.
- You have the right to withdraw your consent to us holding your personal data at any time by contacting us at gemma@equiluxe.co.uk

18 GOVERNING LAW AND JURISDICTION

- 18.1 Any dispute or claim arising out of or in connection with these terms and conditions, their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 18.2 The parties irrevocably agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these terms and conditions, their subject matter or formation.