

## Terms & Conditions – Private Sales



### 1. Definitions

- 1.1 "Buyer" means the company or appointed person who buys or agrees to buy Goods from the Seller.
- 1.2 "Seller" means Freds Swim Academy UK.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing between the Buyer and the Seller.

### 2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.
- 2.3 If any amendments to these terms and conditions are required it is essential that they be confirmed in writing.
- 2.4 Order of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

### 3. Prices

- 3.1 The Price shall be that on the Seller's current list price, web site, or if applicable the price contained in the quotation supplied to the Buyer.
- 3.2 Should a product's price change between receipt of order and dispatch the buyer will be notified and given the opportunity to cancel the order and receive a full refund.

### 4. Payment

- 4.1 In the case of all sales, payment is due in full prior to dispatch of the order.
- 4.2 We accept payment by credit/debit cards, cash, cheques and postal orders made payable to 'Fred's Swim Academy UK', banker's draft and BACS. Our bank account details will be supplied upon request. Credit and debit card transactions may be subject to a handling fee, but this will be notified to you before such a charge is levied.

### 5. Warranty and Liability

- 5.1 The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller.
- 5.2 The 'Swimtrainer' warranty period is six months, which begins from the date of purchase. Only those faults will be accepted that can be proved to have been caused by faulty material or production. The right of replacement is inapplicable if the fault has been caused by incorrect handling, ignoring the instructions for use or willful damage. If the complaint is unfounded, the manufacturer has the right to charge a reasonable sum for inspection and dispatch.

### 6. Delivery

- 6.1 Products can be supplied only within the UK and will normally be delivered within 5 working days of receipt of order and will be sent via Royal Mail recorded delivery services.
- 6.2 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Buyer will be given the option to agree a new delivery date or given the opportunity to cancel the order.
- 6.3 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.4 Delivery of the Goods shall be made to the Buyer's address quoted at the time of the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

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6.5 Any goods not delivered by the Royal Mail will be subject to their claim policy and we will not issue a refund for any goods until a claim has been accepted by them.

### 7. Ownership and Risk

7.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the Seller's premises at the Buyer's request.

7.2 The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.

7.3 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Seller within 5 working days if the Goods are damaged. If the Buyer fails to do this he is deemed to have accepted the Goods.

7.4 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either

a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or Collect the Goods or

b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

### 8. Privacy

8.1 You can be assured that we treat your personal details, including email address and telephone numbers in confidence. We will not disclose any of your details to any third parties or otherwise use them, except in connection with processing your orders.

8.2 We will not use details of your purchases in our marketing or publicity materials or any other promotion without your consent and any credit or debit card details you provide are not held or stored by us.

8.3 These policies exclude any disclosure which we are required by law to make, crime prevention, legal action or any issues relating to product safety.

### 9. Complaints

9.1 If you have a complaint about our service or any Goods you purchase from Freds Swim Academy UK then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and we aim to provide a resolution within 5 working days.

9.2 All complaints will be dealt with in a fair and confidential manner.

### 10. Miscellaneous

10.1 Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

10.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.