

# Terms & Conditions: ZT Family Fitness

## 1. DEFINITIONS AND INTERPRETATION

In these Conditions:

Contract - means any contract for the sale of goods and/or the supply of services between you and us into which these Conditions are incorporated;

Conditions - means the standard terms and conditions of sale set out below, including any special terms and conditions confirmed in writing by us;

Goods - means the goods and/or services that we shall supply in accordance with these Conditions, under an order, which is accepted;

We - means ZT Fitness or ZT Group Limited or any companies within the group and "us" and "our" shall be construed accordingly;

You - means the person placing an order for the Goods and entering into the Contract with "your" and us shall be construed accordingly;

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Unless expressly stated otherwise, where rights and decisions are to be exercised or made at our discretion, then we shall be under no duty or obligation to you to justify or provide a reason for the decision.

1.4 Where our prior written consent is required in these Conditions, we shall not unreasonably withhold or delay in giving that consent.

## 2. BASIS OF SALE

2.1 These Conditions and the terms of the Returns Policy (as updated by us from time to time) shall set out the entire agreement and apply to all Contracts between us for the sale of Goods. These Conditions and our Returns Policy apply to all purchases you make from us at any time, whether you place your order through this website or by any other means set out in our catalogue.

2.2 All specifications, drawings and particulars of weights, dimensions and performance issued by us are approximate only and are not intended to form the basis of any Contract.

2.3 We reserve the right to withdraw any offer or special promotions displayed on the website that in the opinion of SOL GILBERT is being abused. However, in the event that you have already placed an order that we have accepted we will provide you with a full refund for any money received.

## 3. ORDERS AND SPECIFICATIONS

3.1 Your order represents an offer to purchase the Goods, which is accepted by us when we dispatch the Goods to you. Our acceptance of your order is conditional upon the Goods being intended for personal use and not for resale. All orders are subject to availability and on a first-come first-served basis as unfortunately we are unable to reserve Goods.

3.2 If we reasonably believe you are intending to resell the Goods (whether on e-bay or otherwise) we reserve the right to refuse your order. However, in the event that we do accept your order we will be entitled to treat you as a commercial customer and as such:-

3.2.1 the rights afforded in clause 11 relating to the right to cancel will not apply; and

3.2.2 the terms of our 'no quibble returns policy' will be withdrawn, and we will only accept returned Goods within seven days of dispatch if they were defective at the time of receipt.

3.3 You shall be responsible for ensuring the accuracy of the terms of any order submitted by you, and for giving us any necessary information relating to the Goods within a sufficient time to enable us to perform the Contract in accordance with these Conditions.

#### 4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the price confirmed by us at the time the order is placed.

4.2 While we try to ensure that all prices in our catalogues or on our websites are accurate, errors may occur. If we discover an error in the price of goods you have ordered, we will inform you as soon as possible and give you the option of re-confirming the order at the correct price or canceling it. If we are unable to contact you, we will treat the order as cancelled. If you have already paid for the goods and the order is subsequently cancelled, you will receive a full refund.

4.3 In the event that we are unable to supply the Goods at the price, specification or by the delivery date stated in the order, we will where possible notify you of any changes in the price or date and where the Goods ordered are not available we may offer you substitute goods. In the event that the substitute goods are at a different price, you will be asked to re-confirm your order at the new price. You are not obliged to accept any substitute goods and will be entitled to receive a full refund for the Goods, which we are unable to deliver, or are not acceptable.

4.4 The price is inclusive of any applicable value added tax or other sales tax (at the rate from time to time in force) and any packaging or delivery costs for which you shall be liable will be confirmed after your order has been placed.

#### 5. TERMS OF PAYMENT

5.1 Please see our Payment Options for our terms of payment.

5.2 If you fail to make any payment on the due date then we reserve the right to: (a) cancel the Contract or suspend further deliveries to you; (b) charge you a reasonable amount of interest (as well after as before any judgment) on the amount unpaid, from the date the amount was due until payment is made in full, accruing pro rata on a daily basis.

5.3 In the event that a cheque or credit card payment is dishonored by your bank or credit card provider, they (being your bank, credit card provider) we may charge a fee. Where we incur any fee or liability as a result of a dishonored payment, you will be liable to reimburse us in full for the amount we have incurred.

5.4 Validation Checks. All credit and charge card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery. In addition, in the interests of preventing fraudulent use of credit, debit and charge cards, ZT GROUP will validate the names, addresses and other information supplied during the order process against commercially available records (e.g. Electoral Roll data, Credit Reference Services). A third party may also be instructed to complete these checks. By ordering from SOL GILBERT & ZT GROUP website you consent to

such checks being made. We may need to contact you by letter, telephone or email to verify details before we are able to process and dispatch your order or we may be unable to accept your order. Any information given may be disclosed to a registered Credit Reference Agency, which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998. These measures are taken, as extra protection for you, to ensure your online shopping experience with us is as safe and secure as possible.

## 6. DELIVERY

6.1 You shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.

6.2 We aim to provide you with a reasonable date on which the Goods will be ready for collection or delivery. Where we become aware that the date for collection or delivery may be delayed, we shall notify you as soon as possible and aim to provide you with a revised date. We shall not be liable for any loss you incur, whether financial or otherwise, resulting directly or indirectly from our delay or failure to meet the date where the delay is caused by reasons outside of our control.

6.3 If we fail to deliver the Goods (or any installment) for any reason other than any cause beyond our reasonable control or your fault, and we are accordingly liable to you, our liability shall be limited to the excess (if any) of the cost to you (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

6.4 If you fail to take delivery of the Goods or fail to give us adequate delivery instructions at the time stated for delivery then we reserve the right to store the Goods until actual delivery and charge you for the reasonable costs (including insurance) of storage or subsequent delivery charges which we may incur;

6.5 Please see our Delivery & Postage policy for postage charges.

6.6 You may be subject to customs requirements and duties when ordering Goods for delivery outside the UK. Import requirements differ from country to country so you should contact your local customs office for further information of any relevant requirements and charges. We have no control over these charges and cannot predict what they may be. Any such charges must be borne by you and you are responsible for complying with all laws and regulations of the country in which you are importing the Goods. Please be aware that cross-border deliveries may be subject to opening and inspection by customs authorities and we are not responsible for delayed delivery times due to packages being inspected by customs.

## 7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to you in the case of Goods to be delivered otherwise than at our premises, at the time of delivery or, if you fail to take delivery of the Goods, the time when you have collected the Goods.

7.2 Notwithstanding delivery and the passing of responsibility for the Goods to you, the transfer of the ownership of the Goods shall not pass to you until we have received in cleared funds payment in full of the price of the Goods.

7.3 Until such time as the as the Goods are paid for in full, you shall be responsible for taking reasonable care of the Goods). Where you fail to pay for the Goods in accordance with these Conditions, we shall be entitled, at any time, to require you to deliver up the Goods to us and, if you fail to do so seek a court order to permit us to enter upon any premises where the Goods are stored and repossess the Goods.

## 8. WARRANTIES AND LIABILITY

8.1 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by the applicable law. Where the Goods are sold to a person dealing as a consumer, we warrant that the Goods are of satisfactory quality and fit for their normally intended purpose.

8.2 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976, as amended) your legal rights are not affected by these Conditions. Further information on your legal rights can be obtained from Trading Standards or Citizens Advice Bureau.

8.3 Our liability in respect of death or personal injury caused by our negligence and any other liability, which it is illegal to exclude or attempt to exclude under applicable law, shall be unlimited. For all other loss or damage which you may suffer or incur in connection with the supply of Goods under this Contract, our liability shall be limited to that caused by a natural and reasonably foreseeable consequence for which we are at fault or negligent.

## 9. GENERAL

9.1 Neither party shall be liable to the other or deemed to be in breach of Contract by reason of delay or failure to perform any of that party's obligations if the delay or failure is due to act cause beyond that party's reasonable control.

9.2 These Conditions do not purport to confer a benefit on any third party.

9.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party and delivered to the address provided at the time the order is confirmed or any subsequent or alternative address which one party may notify to the other from time to time.

9.4 Where we do not take action against you for any breach of the Contract, we shall not be prevented from taking action against you in respect of any subsequent breach of the same or any other provision.

9.5 Where any competent authority deems any Condition to be invalid or unenforceable in whole or in part, then the offending part shall be removed and the validity of the remainder of the Conditions shall not be affected.

9.6 The Contract and these Conditions shall be governed by the laws of England, and you agree to submit to the non-exclusive jurisdiction of the English courts.

9.7 We reserve the right to monitor and record telephone calls our staff receive and make, in order to monitor staff performance and ensure the highest service possible is provided to our customers.

9.8 The copyright in all photographs, images and descriptions contained on this catalogue or website are owned by ZT GROUP Limited, and may not be reproduced without the express consent of ZT GROUP Limited.

9.9 All dealings between each Contract and us in connection with these Conditions shall be carried on in the English language.

## 10. YOUR RIGHT TO CANCEL

10.1 If, for any reason you are unhappy with the Goods, you have the right to cancel your order at any time within seven working days from the day after the day on which the Goods were received.

10.2 If you wish to cancel before the Goods are dispatched, you are asked to contact us by email or phone as soon as reasonably possible.

10.3 If you wish to cancel after the Goods are dispatched, please return the Goods to us indicating whether you require an exchange or refund. Please refer to our Returns policy.

#### 11. PROMOTIONAL CODES

11.1 We may make available promotional codes from time to time. Any use by you of a promotional code in respect of an order shall only be permitted where used by the person for whom it is intended and for a single use.

11.2 Promotional codes are not valid in conjunction with any other offer.

11.3 There is no cash alternative available.

11.4 The promotional codes can be withdrawn by us at anytime.

11.5 All offers to which the promotional code relates shall only be available on UK mainland orders (excluding Postage and Packaging costs at the normal rate).

**Company Number ZT GROUP LIMITED 6655749**