

## TERMS AND CONDITIONS OF SALE

**Last updated: January 2020**

These terms and conditions tell you information about us and the legal terms and conditions ("**Terms**") on which we sell any of the goods ("**Goods**") listed on the website [www.newbalanceteam.co.uk](http://www.newbalanceteam.co.uk) ("**Site**") to you.

These Terms will apply to any contract between us for the sale of Goods to you ("**Contract**").

Please read these Terms carefully and make sure that you understand them before ordering any Goods from the Site.

Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Goods from the Site.

You should print a copy of these Terms for future reference.

### 1. INFORMATION ABOUT US

The Site is operated by EZ TeamSports Ltd, a company registered in England and Wales (CRN: 10222682 whose registered office address is at Emstrey House North, Shrewsbury Business Park, Shrewsbury, England, SY2 6LG.

### 2. HOW TO CONTACT US

If you would like to discuss these Terms, your order or our Goods, please contact us using the details set out in our Contact Us page <http://www.newbalanceteam.co.uk/contact>

### 3. OUR GOODS

The images of the Goods on the Site are for illustrative purposes only.

### 4. YOUR CAPACITY TO ENTER INTO THE CONTRACT

4.1 By placing an order for the Goods you confirm that:

4.1.1 you are legally capable of entering into binding contracts; and

4.1.2 you are aged 18 or over.

4.2 It is a crime to use a false name or a known invalid credit card to place an order. Anyone caught deliberately entering an incorrect or fictitious name or using a card that is known to be invalid to place an order will be prosecuted to the fullest extent of the law. We may track every order placed on the Site to enable us, and all legitimate crime prevention and prosecution authorities, to trace individual users engaging in criminal activities on or using the Site.

### 5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. Alternatively you can place an order with us by calling us on 0845 026 8099.

5.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. This will be sent to the email address you provide to us on placing your order and will detail the Goods ordered, payment method, the price (including VAT and postage and packaging), delivery address and estimated delivery times. You must check all the details and contact us as soon as possible if any details are incorrect.

5.3 Please note our acceptance of your order will take place when we send you an e-mail that confirms that the Goods have been despatched ("**Despatch Confirmation**"). The Contract between us will only be formed when we send you the Despatch Confirmation.

5.4 We may send you an email to say that we do not accept your order. This is typically for the following reasons:

5.4.1 the Goods are not available;

5.4.2 we cannot obtain authorisation of your payment;

5.4.3 you are not permitted to purchase the Goods in accordance with condition 4 above;

5.4.4 we are unable to meet your requested delivery date; or

5.4.5 there has been an error by us on the pricing or description of the Goods.

5.5 If we are unable to supply you with the Goods for any of the reasons listed above we will inform you of this and we will refund the price of the unavailable Goods in full within 3 to 5 working days.

## **6. CANCELLATION, REFUNDS AND RETURNS**

### Faulty Goods

6.1 If the Goods are faulty or mis-described, you may return such Goods and request a refund or replacement Goods up to 30 days following the date on which the Goods are delivered to you.

6.2 If you have returned the Goods to us under condition 6.1 because they are faulty or mis-described, we will:

6.2.1 refund the price of the Goods in full, together with any applicable delivery charges; and

6.2.2 refund any reasonable costs you incur in returning the Goods to us.  
Cancellation

6.3 Subject to condition 6.6, you may cancel the Contract and return any Goods, up to 14 days following the date on which we deliver the Goods to you. The 14 day period starts on the day after we deliver the Goods to you. If the 14<sup>th</sup> day is a weekend or public holiday then the last day of the cancellation period will be extended to the next working day.

6.4 To cancel a Contract you just need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form [http://newbalanceteam.co.uk/cms-files/Model\\_Cancellation\\_Form\\_17\\_08\\_16\\_17012882\\_NB.pdf](http://newbalanceteam.co.uk/cms-files/Model_Cancellation_Form_17_08_16_17012882_NB.pdf) which is also attached to the order confirmation email we send you. Please fill in this form and return it to us. Alternatively please call us on 0845 026 8099 or email us at [sales@newbalanceteam.co.uk](mailto:sales@newbalanceteam.co.uk).

6.5 Should you wish to cancel without incurring the return charges mentioned in condition 6.7.4 below, we recommend that you cancel prior to the Goods being selected for delivery by calling us on 0845 026 8099 or emailing us at [sales@newbalanceteam.co.uk](mailto:sales@newbalanceteam.co.uk) within 2 hours of placing your order. Unfortunately, we are unable to guarantee that your Goods will not have been selected for delivery within this time.

6.6 Your rights under condition 6.3 do not apply in the case of:

6.6.1 Goods that have been made to your specifications or have been personalised (for example with your name or team number); or

6.6.2 sealed Goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery.

6.7 If you cancel your Contract in accordance with condition 6.3:

6.7.1 we will refund you the price you paid for the Goods. However, please note that you are obliged to return the Goods to us in the same condition as they arrived and we are permitted by law to reduce your refund to reflect any reduction in the value of the Goods, if this has been caused by your handling them in a way which would not be permitted in a shop. 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;

6.7.2 we will refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method); and

6.7.3 we will make any refunds due to you as soon as possible and in any event within the deadlines indicated below:

6.7.3.1 if you have received the Goods: 14 days after the day on which we receive the Goods back from you or, if earlier, 14 days after the day on which you provide us with evidence that you have sent the Goods back to us; or

6.7.3.2 if you have not received the Goods: 14 days after you inform us of your decision to cancel the Contract; and

6.7.4 you will be responsible for the delivery charges incurred by you when returning the Goods.

6.8 We recommend that you use a recorded delivery method to return the Goods to us. All returns must be sent to: New Balance Team Returns Department, Unit 4 Whitehall Cross, Leeds, LS12 5XE. We will e-mail you to confirm that we have received your cancellation. You must return the Goods to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract.

6.9 We will refund you on the card that you used to pay for the returned Goods.

6.10 Bank processing times for refunds do vary, this is typically within 3-5 working days however this depends on your personal bank. We are not responsible for delays caused by your bank in processing refunds back into your account.

6.11 You have legal rights in relation to Goods that are faulty or not as described. These legal rights are not affected by your right of return and refund in this condition 6 or anything else in these Terms.

## **7. OUR RIGHT TO VARY THESE TERMS**

7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated.

7.2 Every time you order Goods from us, the Terms in force at the time of your order will apply to the Contract between you and us.

7.3 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Goods or just the Goods you have yet to receive.

## **8. DELIVERY**

8.1 Delivery is either by Royal Mail track and trace (2-3 day service) at £5.99 or by DPD (next day service) at £8.50 or other delivery service providers appointed by us from time to time.

8.2 All delivery timescales are estimated timescales only. Goods will be sent to the address given by you in your order. We will not be held liable for failed deliveries where an incorrect address is provided when placing an order.

8.3 If you have contacted us to agree a reasonable delivery deadline and we miss the delivery deadline for any Goods then you may cancel your order straight away if any of the following apply:

8.3.1 we have refused to deliver the Goods (other than in accordance with condition 8.4);

8.3.2 delivery within a particular delivery deadline was essential (taking into account all the relevant circumstances); or

8.3.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

8.4 If you do not wish to cancel your order straight away, or do not have the right to do so under condition 8.3, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

8.5 If you do choose to cancel your order for late delivery under condition 8.3 or condition 8.4, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the cost of this. After you cancel your order we will refund any sums you have paid to us for the cancelled Goods and their delivery.

8.6 We may request that someone signs for your delivery. If no one is available at your address to take delivery, we will leave you a note to confirm our attempted delivery and to inform you of your options for redelivery or collection from a courier's office.

8.7 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an event outside our reasonable control.

8.8 Delivery of an order shall be completed when we deliver the Goods to the address you gave us and the Goods will be your responsibility from that time.

8.9 Ownership of the Goods will pass to you when we have received payment in full and in clear funds for the Goods.

8.10 You can only order Goods via the Site for delivery within the UK.

8.11 If you require delivery outside of the UK please contact us at [sales@newbalanceteam.co.uk](mailto:sales@newbalanceteam.co.uk) and we will be able to provide you with international shipping costs.

## **9. PRICE OF GOODS AND DELIVERY CHARGES**

9.1 The price of the Goods includes VAT (if applicable) at the current valid rate.

9.2 The prices of the Goods will be as quoted on the Site at the time you submit your order. We take all reasonable care to ensure that prices are correct at the time when the relevant information was entered onto the system. However it is always possible that, despite our reasonable efforts, some of the Goods on the Site may be incorrectly priced. We will normally check prices as part of our despatch procedures so that:

9.2.1 where the Goods' correct price is less than the price stated on the Site, we will charge the lower amount when despatching the Goods to you; and

9.2.2 if the Goods' correct price is higher than the price stated on the Site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

9.3 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.

9.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you throughout the checkout process, before you confirm your order.

## **10. HOW TO PAY**

10.1 You can only pay for Goods using a Visa, MasterCard or American Express. Unfortunately we do not accept other forms of payment.

10.2 Payment for the Goods and all applicable delivery charges is in advance. We will charge your card at the time you place your order.

10.3 We will do all that we reasonably can to ensure that all of the information you give us when paying for the Goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

10.4 All cardholders 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.

10.5 We reserve the right to reject a payment or order that we feel is at risk or could be fraudulent. In this instance the price will be refunded using the same payment method and you will be contacted and offered the opportunity to pay by another means or to cancel your order.

## **11. MANUFACTURER GUARANTEE**

11.1 Some of the Goods which we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

11.2 A manufacturer's guarantee is in addition to, and does not affect, your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **12. OUR WARRANTY FOR THE GOODS**

12.1 We warrant that on delivery, the Goods shall:

12.1.1 match their description;

12.1.2 be of satisfactory quality;

12.1.3 be free from defects in design, material and workmanship however, the warranty contained in this clause 12.1 does not apply in the circumstances described in condition 12.2.

12.2 The warranty in condition 12.1 does not apply to:

12.2.1 any defect in the Goods arising from wilful damage, abnormal storage or negligence by you or by any third party;

12.2.2 the defect arises as a result of us following any drawing or design supplied by you;

12.2.3 you alter or repair the Goods without our prior written consent;

12.2.4 the defect arises as a result of fair wear and tear; or

12.2.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

12.3 This warranty is in addition to, and does not affect, your legal rights in relation to Goods that are not of satisfactory quality or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

### **13. OUR LIABILITY**

13.1 If we fail to comply with these Terms, we will be responsible for the price of the Goods and for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

13.2 We only supply Goods to consumers for domestic and private use. If you are a consumer, you agree not to use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

13.3 We do not in any way exclude or limit our liability for:

13.3.1 death or personal injury caused by our negligence;

13.3.2 fraud or fraudulent misrepresentation; or

13.3.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

### **14. OTHER IMPORTANT TERMS**

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this Site if this happens.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 These Terms, together with our current prices and delivery details set out the whole of our agreement relating to the supply of the Goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

14.7 These Terms are governed by English law and the parties agree that the courts of England and Wales will have exclusive jurisdiction.