

# *Barreworks*<sup>®</sup>

## Terms & Conditions of Sale (Products)

1. Medical Disclaimer
2. Contact Details
3. Purchasing From Us
4. Product Guarantee and Returns Policy
5. Damaged or Defective Goods
6. Order Confirmations
7. Delivery
8. Cancelling Your Contract
9. Direct Selling Regulation Compliance Information
10. Returns & Exchanges

### **1. Medical Disclaimer**

*Barreworks* and its employees make no claim as to the benefits arising from the use of exercise products and our website is in no way intended as a guide on how to exercise or how to use exercise props. *Barreworks* products are used entirely at your own risk.

We advise that you always consult a qualified fitness professional or teacher (or where appropriate a medical practitioner) before using our equipment.

*Barreworks* will not be liable for consequential losses caused by the use of any of the products on this web site howsoever arising.

### **2. Contact Details**

*Barreworks* is a registered trademark of Barreworks Limited, a company registered in England (number 7119873) with registered office 76 North Worple Way, Mortlake, London, SW14 8PP, UK.

You can telephone us on the following number: +44 (0) 208 940 5746 (Office hours: Monday to Friday 9.00am - 5.30pm).

If you have any feedback or complaints about the products you purchase from us please contact [onlineorders@barreworks.co.uk](mailto:onlineorders@barreworks.co.uk) or write to the above address.

### **3. Purchasing From Us**

By placing your order you are offering to buy the goods and permitting us to use your personal details for the purposes of supplying goods (including passing your details onto couriers and other subcontractors).

We will not use your details for other purposes other than those stated in our Privacy Policy, without asking your consent and you may request that your details are removed from our system by writing to the address above.

We are not obliged to supply the goods to you until we have confirmed acceptance of your order and this is when the contract is made.

Your credit or debit card payment will be deducted at checkout.

You do not own the goods until we have received payment in full.

All prices and offers are subject to change and availability.

Errors and omissions are excepted, subject to not selling below our cost price.

#### **4. Product Guarantee and Returns Policy**

If you are unhappy with any of our products we will refund any unused items as long as you return them to us at your expense, in a saleable condition (unused and with all packaging intact (please note, we do not accept the return of CD, DVD or Videos unless they are faulty) within 30 days of purchase.

Please email us for approval before returning any goods (see our returns procedure below for more details).

#### **5. Damaged or Defective Goods**

We endeavour to supply goods that are free from defects in materials and workmanship.

Please check the goods carefully when you receive them for defects or damage and notify us as soon as possible if there are any problems so that we can arrange for their collection at no cost to you.

We, at our discretion, will replace the goods or refund monies paid by you.

#### **6. Order Confirmations**

Upon submitting an order will see a payment confirmation page and receive an email confirmation. Please check that the details contained in this email are correct. If there are any mistakes, please email us immediately.

In the unlikely event of us being unable to fulfill your order or part thereof, (due to having sold out of a selected item), or there being an error in your order, we will advise you as soon as possible. If payment has been made on an order that we are unable to fulfill we will immediately refund payment by the same method as the payment was made.

## **7. Delivery**

Delivery is within the UK only, including Northern Ireland, Jersey and Guernsey. Goods ordered before 5pm (GMT) will normally be processed and dispatched the next working day. Please also note that we do not dispatch at weekends, nor are there any weekend deliveries.

All products are dispatched by Royal Mail's First Class Recorded Signed For™ service, in accordance with normal first class mail conditions.

### **Failed Deliveries:**

If no-one is available to receive and sign for an item, Royal Mail will take the item back to their local premises and leave a card at the address. The card will give you the option to have the item delivered to that address later, or tell you where you can collect the item from.

If Royal Mail cannot get a signature when they try to deliver the item and you do not arrange to collect it or have it delivered within 21 days, they will return the item to us.

To prevent this happening we advise you to use a delivery address where there will be someone in during the day. We reserve the right to recharge for delivery at cost (if you still require the goods after a failed delivery). Or in the event that you wish to have a refund, we will refund your payment less the actual amount paid by us for carriage.

### **Discounts:**

Unless otherwise stated, discounts apply only to products and not to shipping.

## **8. Cancelling Your Contract**

As a consumer you have the right, in addition to your other rights, to cancel the contract and receive a refund, provided that the goods are returned undamaged and complete, together with the relevant packaging in an unused and re-saleable condition. You must inform us in writing of your desire to cancel, within 7 working days starting from the day after the day the goods are delivered to you. You must return the goods to us at your cost and we advise you to ensure the goods are adequately insured during any return journey.

If you wish to cancel, please write to us at [onlineorders@barreworks.co.uk](mailto:onlineorders@barreworks.co.uk). We shall refund the total amount of money paid by you for the goods, less any costs to collect the goods if required, within 30 days from the day on which we receive your notice of cancellation in writing. Refunds for valid claims will be made via the same method of payment as was used to place the order.

Returns to: *Barreworks*, 76 North Worples Way, Mortlake, London SW14 8PP.

Please be sure to include the following details with all returns: Your name, daytime telephone number and order number, together with the reason for the return.

## **9. Direct Selling Regulation Compliance Information**

The contract is entered into between you and *Barreworks* at the point your payment is received and your order confirmed. The contract is made in English language only. Your contract/invoice will remain available online to you via PayPal and will be accessible via your online account. If you need to correct an error in your order after it has been placed please do so by email or by phone immediately as orders may be sent the same day and once the goods have been sent additional carriage costs may be incurred.

## **10. Returns & Exchanges**

We hope you are happy with any items purchased from us. However, if you wish to return any items, please note the following details:

- We require notification of all returns to: [returns@barreworks.co.uk](mailto:returns@barreworks.co.uk). Please include your order number and reason for return.
- Returns must be made with a completed returns form and number, which will be sent to you when the return is authorised. Items returned without prior authorisation may not be accepted.
- Returns should be made within a reasonable amount of time (28 days) and in the same condition in which you received the goods.
- You will be responsible for the cost of returning the goods to us.
- If we find that the product has not been returned to us in a fully resalable condition, we reserve the right to refuse a refund on the item, unless the item is deemed faulty.
- We will refund the price of the goods in full; however the delivery costs originally paid are non-refundable unless your entire order is cancelled within 7 working days of receipt of goods.
- If a refund is payable to you we will process the refund as soon as possible, and in any case within 30 days of the day you gave written notice of cancellation. To cancel an order you must return the goods to us immediately and they will be returned at your own cost and risk.
- You have a legal obligation to take reasonable care of the goods while they are in your possession. If you fail to comply with this obligation we may seek compensation from you. This applies to all goods that are returned.
- If you return goods because you believe them to be defective, we will examine the returned goods and will notify you of your refund via e-mail within a reasonable period of time. We will process the refund due to you as soon as possible and, in any case within 30 days of the day we confirm via e-mail that you are entitled to a refund for such goods.
- Our returns policy does not affect your statutory rights.

*Barreworks*

Suite D, Vestry House, 21 Paradise Road, Richmond TW9 1SA

Tel: +44 (0) 208 940 5746

E-mail: [vicki@barreworks.co.uk](mailto:vicki@barreworks.co.uk)