



## Terms and Conditions

This page (together with our Privacy Policy, Terms of Website Use (UK) and Website Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our 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 Products from our site.

We amend these Terms from time to time as set out in clause 8. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 21 June 2015.

These Terms, and any Contract between us, are only in the English language.

### 1. INFORMATION ABOUT US

1.1 We operate the website <http://heelnbumpers.com/>. We are AHAT Ltd, a private limited company registered in England and Wales under company number 9029662 and with our registered office at Amba House, 4<sup>th</sup> Floor, Kings Suite, 15 College Road, Harrow HA1 1BA.

#### 1.2 Contacting us if you are a consumer

- (a) If you wish to contact us for any reason, including because you wish to cancel your order or have any complaints, you can contact us by filling in a contact form on our website.
- (b) If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1.3 **Contacting us if you are a business.** You may contact us by e-mailing us at [office@heelnbumpers.com](mailto:office@heelnbumpers.com). If you wish to give us formal notice of any matter in accordance with these Terms, please see clause 18.3.

### 2. OUR PRODUCTS

2.1 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our site.

2.3 heel'n bumpers is a registered trademark.

2.4 The design of the Products is legally protected (EC Registered Design No. 002646141).

2.5 The Products are patent pending in multiple jurisdictions.

### **3. USE OF OUR SITE**

Your use of our site is governed by our Terms of Website Use (UK) and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

### **4. HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

### **5. IF YOU ARE A CONSUMER**

**This clause 5 only applies if you are a consumer.**

5.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old.

### **6. IF YOU ARE A BUSINESS CUSTOMER**

**This clause 6 only applies if you are a business.**

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

6.2 These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

### **7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

7.1 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.

7.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in *clause 7.3*.

7.3 We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

7.4 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

**8. OUR RIGHT TO VARY THESE TERMS**

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

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

8.3 We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

8.4 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 Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

**9. YOUR CONSUMER RIGHT OF RETURN AND REFUND**

**This *clause 9* only applies if you are a consumer.**

9.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in *clause 9.2*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund.

9.2 Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

Your Contract	End of the cancellation period
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Your Contract is for a single Product.	The end date is the end of <b>14 days</b> after the day on which you receive the Product.  Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.
Your Contract is for multiple Products which are delivered on separate days.	The end date is <b>14 days</b> after the day on which you receive the last of the separate Products ordered.  Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the first of your separate Products on 10 January and the last separate Product on 15 January you may cancel in respect of all of the separate Products at any time between 1 January and the end of the day on 29 January.

9.3 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 a contact form on our website. Please include details of your order to help us to identify it, as well as your full name and address. Your cancellation is effective from the date you submit your order cancellation to us.

9.4 If you cancel your Contract we will:

- (a) refund you the price you paid for the Products. However, please note 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.
- (b) 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.
- (c) make any refunds due to you as soon as possible and in any event within the deadlines indicated below:
  - (i) if you have received the Product and we have not offered to collect it from you: 14 days after the day on which we receive the Product back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product back to us. For information about how to return a Product to us, see *clause 9.7*;
  - (ii) if you have not received the Product or you have received it and we have offered to collect it from you: 14 days after you inform us of your decision to cancel the Contract.

9.5 If you have returned the Products to us under this *clause 9* because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

- 9.6 We will refund you on the credit card or debit card used by you to pay.
- 9.7 If a Product has been delivered to you before you decide to cancel your Contract:
- (a) then you must return it 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. Our returns address is: AHAT Ltd (Returns), 28A Wrights Road, London E3 5LD, United Kingdom; and
  - (b) unless the Product is faulty or not as described (in this case, see *clause 9.5*), you will be responsible for the cost of returning the Products to us.
- 9.8 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 9 or anything else in these Terms.

## 10. DELIVERY

- 10.1 We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *clause 17* for our responsibilities when this happens.
- 10.2 Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.
- 10.3 You own the Products once we have received payment in full, including all applicable delivery charges.
- This *clause 10.5* only applies if you are a consumer.**
- 10.4 If we miss the 30 delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:
- (a) we have refused to deliver the Products;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 10.5 If you do not wish to cancel your order straight away, or do not have the right to do so under *clause 10.4*, 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.
- 10.6 If you do choose to cancel your Order for late delivery under *clause 10.54* or *clause 10.6*, you can do so for just some of the Products or all of them. If the Products have been delivered to you, you will have to return them to us and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery.

## **11. INTERNATIONAL DELIVERY**

- 11.1 We deliver to most addresses outside the United Kingdom (**International Delivery Destinations**). However, there may be restrictions on our Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.
- 11.2 If you order Products from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 11.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 11.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

## **12. PRICE OF PRODUCTS AND DELIVERY CHARGES**

- 12.1 The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.
- 12.2 Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 12.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.
- 12.4 The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order. The Products are shipped via Royal Mail.

## **13. HOW TO PAY**

- 13.1 You can only pay for Products using a debit card or credit card. We accept the following cards: Discover, MasterCard, VISA and American Express.
- 13.2 Payment for the Products and all applicable delivery charges is in advance.

#### 14. OUR WARRANTY FOR THE PRODUCTS

14.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 12 months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in *clause 14.2*.

14.2 The warranty in *clause 14.1* does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

14.3 If you are a consumer, this warranty is in addition to, and does not affect, your legal rights in relation to Products that are faulty or not as described.

#### 15. OUR LIABILITY IF YOU ARE A BUSINESS

**This clause 15 only applies if you are a business customer.**

15.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any resale purposes.

15.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);  
or
- (d) defective products under the Consumer Protection Act 1987.

15.3 Subject to *clause 15.2*, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;

- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

15.4 Subject to *clause 15.2*, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 30% of the price of the Products you have ordered from us.

15.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

## 16. OUR LIABILITY IF YOU ARE A CONSUMER

**This *clause 16* only applies if you are a consumer.**

16.1 If we fail to comply with these Terms, we are responsible 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.

16.2 We only supply the Products for domestic and private use. You agree not to use the product 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.

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

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

## 17. EVENTS OUTSIDE OUR CONTROL

17.1 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 Control. An Event Outside Our Control is defined below in *clause 17.2*.

17.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or



- 19.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 19.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. However, if you are a consumer, the recipient of your gift of a Product will have the benefit of our warranty at *clause 14*, but we and you will not need their consent to cancel or make any changes to these Terms.
- 19.4 Each of the paragraphs of these Terms operates 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.
- 19.5 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.
- 19.6 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 19.7 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 19.8 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).