TRIALS UK TERMS & CONDITIONS

Trials UK are completely dedicated to your total satisfaction. If you have any suggestions or comments please email us using the link on the "contact us" page.

We want you to enjoy using our website and the useful information and Products that we provide through it. All information on this site is provided in good faith. To avoid any misunderstandings, please take a moment to read these Terms, which govern the contract between us. They set out the basis of how you use our site, the purchase of our Products, what we provide, what we charge and what we ask of you in return. By submitting an Enquiry and/or an Order to Trials UK, you are agreeing to these Terms and our Privacy Policy which will apply to any purchase you make from Trials UK on this website.

SUMMARY

1. Definitions
2. Product Details
3. Price of the Products
4. Enquiries
5. Order Acceptance and Payment
6. Our Right to Cancel
7. Delivery
8. Right of Cancellation
9. Warranties and Refunds
10. Returns Procedure
11. Use of website
12. Liability
13. Notices, Enquiries and Complaints
14. Intellectual Property

1. DEFINITIONS

1.1. In these terms and conditions ("the Terms") unless the context otherwise requires, the following words and phrases shall have the following meanings:

"Customer Material" means any information provided by the customer to Trials UK including, but without limitation, your details, delivery details, requirements or any information provided in the Enquiry or Order;

"Enquiry" means any enquiry made of Trials UK;

"Force Majeure Event" includes any delay or failure to perform our obligations as set out in these Terms where such delay or failure to perform arises from circumstances beyond our reasonable control, including (without limitation) any Act of God, communications failure, death, destruction, fire, flood, strikes, riots, accident, disruption to energy supplies, civil commotion, acts of terrorism or war;

"Order Confirmation" an order confirmation from Trials UK to you confirming receipt of your payment and the acceptance of your order;

"Price" means a price issued by Trials UK to you in response to an Order Confirmation and/or an Enquiry;

"Product" means products available for sale on the website;

"Trials UK", "us" or "we" means Trials UK: Address: Park Centre, Station Road, Horsforth, Leeds, West Yorkshire, United Kingdom. Tel: 0113 818242. (VAT Number: GB 930469226);

"website" means the website for the sale of the Products at www.trialsuk.co.uk;

"Writing" includes email, fax, or other comparable means of communication;

"you", "your" or "customer" means the person, firm or company placing an order for Products with Trials UK.

2. PRODUCT DETAILS

2.1. The Products displayed on this website are not shown to actual size nor are their images binding as to detail. Some Products may appear slightly larger or smaller than actual size due to screen defaults and photography techniques. Other Products may be represented at a larger than actual size in order to clearly show details, or smaller than actual size in order to show the entire item, and your attention is drawn to the Product details and content where given. If the Product you receive is materially different from the Product details specified you shall be entitled to reject it without penalty.
2.2. All Products are subject to availability. In the unlikely event of a change in the specification of the goods ordered we will offer you a substitute item of the same or better

quality for the same price, which you shall be entitled to reject by returning the item within 7 days from the date the Product has been delivered to you.

3. PRICE OF THE PRODUCTS

3.1. Subject to the provisions of clauses 3.4 and 3.5 the Price of the Products will be as stated on our website at the time you submit your order.
3.2. Prices stated on the website include VAT for the item(s) the cost of delivery is stated at the checkout.
3.3. All Products must be paid for in full before being dispatched.
3.4. The price of the products stated on our website may vary due to factors outside Trials UK control, if there is a price increase and it is not acceptable to you then a refund will be given.
3.5. If, after you have placed an order with Trials UK we discover an error in the price of the Products offered we will contact you to resolve the situation.
3.6. Prices on Trials UK website are in Sterling and will be invoiced in sterling.

4. ENQUIRIES

4.1. By making an Enquiry you are under no obligation to purchase any Product but you agree to be bound by these Terms and our Privacy Policy.

5. ORDER ACCEPTANCE AND PAYMENT

5.1. Before your order can be accepted, we must receive in cleared funds, or confirmation of authorisation of payment (where a credit card is used) the purchase price specified in full (without any deduction).
5.2. By placing an order using our online form, by telephone or fax you are entering into a legally binding contract between you and Trials UK.
5.3. You may pay for the Products in any currency from time to time but only after permission from Trials UK via email.
5.4. You must pay for the Products you order by using any method currently specified on the website, which may include without limitation;
5.4.1. A telegraphic transfer or a bank transfer to Trials UK account; or
5.4.2. Credit or debit card by communicating your card details to Trials UK (for the avoidance of doubt the credit/debit cards accepted by us are those listed on the website on the date your order is placed).
5.5. In the event that payment for an order is not received; or you are not fully entitled to use your nominated credit, debit or charge card; or such card has insufficient funds to cover the price of the Products then:
5.5.1. Trials UK may contact you allowing you to make payment in full within a specified time period by the same or another means; or
5.5.2. Trials UK may at its sole discretion cancel your order in which case Trials UK shall return any monies received from you within 30 days of receipt of such monies to your nominated account and Trials UK shall be entitled to deduct an administration fee to cover any expenses incurred by Trials UK in doing so;
5.5.3. You agree that in any event that Trials UK shall have no liability to you for any loss, damage, costs, expenses or other claims that you may incur.

5.6. You agree to indemnify Trials UK in full against all costs and outgoings incurred by us in obtaining payments from you in the event a failed payment occurs.

6. OUR RIGHT TO CANCEL

6.1. We reserve the right to cancel your order if:
6.1.1. after receiving your order and before we send you your Order, we become aware of a pricing error in respect of the Product you have ordered, we reserve the right to withdraw the Product from sale and inform you accordingly; or
6.1.2. A Force Majeure Event occurs.
6.2. If we do cancel your order we will notify you by e-mail and will offer an alternative replacement Product or refund to you any amounts paid to us as soon as possible and in any event within 30 days of your order.
6.3. We shall not be liable to you for any loss, damage, costs expenses or claims that you may incur, for orders cancelled by us.
6.4. This clause 6 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

7. DELIVERY

7.1. We reserve the right to charge for and fulfil partial orders where the Order Confirmation consists of multiple items.
7.2. Delivery will be made to the address specified in the Order Confirmation.
7.3. We will take all reasonable steps to deliver your order to you within a reasonable time. We cannot be held liable for delays caused by circumstances beyond the reasonable control of Trials UK (such as Force Majeure events). Time will only be of the essence of the contract if you have agreed this in advance with us at the time of placing your order and received an Order Confirmation with a guaranteed delivery date.
7.4. You will become the owner of the Products you have ordered when they have been delivered to you. Once the Products have been delivered to you they will be held at your own risk and we shall not be liable for their loss or destruction.

8. RIGHT OF CANCELLATION

8.1. Except for the Products that are custom works, you will be entitled to cancel your order by written notice to us by following the procedure in clause 10. You do not need to give us any reason for cancelling your order nor will you have to pay any penalty. Products that are custom works cannot be cancelled or returned. This policy is in accordance with the Consumer Protection (Distance Selling) Regulations 2000.

9. WARRANTIES AND REFUNDS

9.1. Subject to the following provisions of this clause 9.1, we warrant that the Products will be of satisfactory quality. The aforementioned warranty is given by Trials UK subject to the following condition save that it is acknowledged that your statutory rights are not affected.
9.1.1. Trials UK shall be under no liability to the customer for any loss, damage, costs, expenses or other claims in respect of: (a) any defect arising from wilful damage,

negligence, failure to follow instructions for the use of the Products (whether oral or in writing); (b) using the product for anything other than it's intended use, misuse or alteration of the Products without our approval; (c) arising from any Customer Material supplied by you which is incomplete, inaccurate, illegible, out of sequence or in the wrong form, or any other fault of the Customer.
9.2. Trials UK products should meet or exceed your expectations. However, in the event that you are dissatisfied with your order, the Products delivered to you are incomplete or you have received incorrect Products, we shall have no liability to you unless you notify Trials UK of the problem AS SOON AS IS REASONABLY POSSIBLE of the Products in question. For the purposes of efficiency we advise you to contact us on 0113 281 8242.
9.4. If you notify a problem to us under clause 9.2 or we have committed a breach of the warranty at clause 9.1 our only obligation will be (to be determined at your option and subject always to your statutory rights):
9.4.1. We may offer you an alternate Product free of charge within 60 days of notification provided that that the original Product is returned to us in accordance with clause 10; or
9.4.2. We will arrange with you for the Products to be returned to us in accordance with clause 10, and we shall refund the price paid.
9.5. Any products subject to "wear and tear" through normal use, however caused and however soon they were caused following the date of purchase, are not covered by any warranties provided by the manufacturer or Trials UK. Only products with obvious manufacturing defects will be eligible for warranty claims.

10. RETURNS PROCEDURE

10.1. If you exercise the right to cancel under clause 8.1 or a right to return the Product(s) in accordance with clause 9.4, in order to make the returns procedure as efficient as possible we advise you to follow the following procedure:
10.1.1. Please contact us on 01132818242 to obtain a returns authorisation number and form before sending the Product(s) back;
10.1.2. Complete the return form.
10.1.3. Secure the Product(s) and all of the original packing materials, including return form, packing slip, in a plainly wrapped cardboard box.
10.1.4. Clearly print your name and address on the outside of the package and mail the package to:

Trials UK
Park Centre
Station Road
Horsforth
Leeds
United Kingdom
LS18 5NX

10.1.5. For your protection, we advise you to insure the package for the full amount of the invoice plus postal or shipping charges. For the avoidance of doubt Trials UK shall not be responsible for items lost or damaged whilst in transit.

10.1.6. If an item is returned for replacement with a different size/colour, the customer is liable for both the cost of returning the item in original condition to Trials UK, and also the cost of redelivering the exchanged goods out to the customer. When returning the goods to be exchanged please send a note which includes your name, invoice number and contact details including address, so we can contact you on return to take payment for the new delivery.

CONDITIONS OF RETURN

10.1.6. Returns are simple, but are subject to certain rules.
(a) you shall be liable for the cost incurred in returning Products to us and we shall not be obliged to accept any Product returned if such costs have not been paid in full;
(b) each item must be returned in the same condition as it was sent, unworn, not fitted and undamaged. Damaged goods due to your negligence will not be accepted for refund.
10.2 Subject to the conditions in clause 10.1 Trials UK will refund the full cost of the item. Refunds will be made in the same form as the original purchase.
10.3 All requests will be processed after we have inspected and verified the condition of the Products. Returns take approximately five business days to process upon receipt of the item.

11. USE OF THE WEBSITE

11.1. You agree to use the website only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of the website. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the website.
11.2. Where Trials UK provides any information in relation to the Products supplied to it by a third party, Trials UK does not give any warranty, guarantee as to its accuracy or otherwise and shall have no liability to the Customer for any losses arising as a result thereof.
11.3. Trials UK does not warrant that functions contained in the website content will be uninterrupted or error free, that defects will be corrected, or that Trials UK or the server that makes it available are free of viruses or bugs. We shall have no liability for any direct, indirect, special or consequential loss arising out of the use of or the inability to use this website including (without limitation) reliance on any information or content of the website or which results from mistakes, omissions, interruptions, deletions of files or emails, defects, viruses or delays in operation or transmission.
11.4. The information on the website may contain technical inaccuracies or typographical errors and may be changed or updated without notice. Trials UK may also make improvements and/or changes to the website at any time without notice.
11.5. Any information we receive from you will be dealt with in accordance with our Privacy Policy.
11.6. Certain links in this website connect to other websites maintained by third parties over whom we have no control. We make no representations as to the accuracy or any other aspect of information contained in other websites.

12. LIABILITY

12.1. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence or that of our employees or agents. If you are a consumer (within the meaning of the Unfair Contract Terms Act 1977) the content of these Terms will not affect your statutory rights. If you are not a consumer then subject as provided in clause 9.1, all other warranties, conditions or other terms, whether implied by statute common law or otherwise, are excluded to the fullest extent permitted by law.
12.2. Where Trials UK provides any information in relation to the Products supplied to it by a third party, Trials UK does not give any warranty, guarantee as to its accuracy or otherwise and shall have no liability to the Customer for any losses arising as a result thereof.
12.3. In the event that we are unable or fail to deliver the Products ordered within any time period specified, we will use reasonable endeavours to contact you in order to re-schedule the delivery time.
12.4. We will not be in breach of contract as a result of any Force Majeure Event.
12.5. In any event, the liability of Trials UK for any breach or the aggregate liability for any series of breaches under or in connection with these terms shall not exceed the value of the relevant order placed by you from time to time.
12.6. Trials UK shall have no liability for loss of profit or for any indirect, special or consequential loss of damage, costs, expenses or other claims for compensation whatsoever arising out of or in connection with the supply or non-supply of the Products (including any delay in supplying the Products) or their use or resale by you. Other than as set out in clause 9.2, the entire liability of Trials UK arising out of any order for Products from you will be limited to the total price of the Products ordered by you.
12.7. You must observe and comply with all applicable regulations and legislation, including all necessary customs, import or other permits to purchase Products from our website. The importation or exportation of our Products may be prohibited by certain national laws. We make no representation and accept no liability in respect of the import or export of the Products you purchase.

13. NOTICES, ENQUIRIES AND COMPLAINTS

13.1. Any notices, enquiries or complaints should be:
13.1.1. E-mailed to sales@trialsuk.co.uk.
13.1.2. Addressed to customer services on telephone number 0113 818242 or:
13.1.3. Sent by post to Trials UK, Park Centre, Station Road, Horsforth, Leeds, United Kingdom, LS18 5NX.

14. INTELLECTUAL PROPERTY

14.1. The entire content of the website, including all copyright, trademarks and other intellectual property rights it contains, including the use of the name "Trials UK" is the sole property of Trials UK. You are permitted to copy, transmit and to use such material only for the purpose of ordering Products from the website, but you not are entitled to copy, reproduce, transmit, display in public, create derivative works from or otherwise commercially exploit such material.
14.2. All intellectual property rights in the Products (subject to the rights of any third party) belong to Trials UK.

14.3. You warrant that all Customer Material provided to us will not be defamatory or infringe the copyright or other rights of any third party, and you shall indemnify Trials UK against any loss, damages, costs, expenses or other claims arising out of any such infringement.
Please note: Many of the components and spare parts that we supply require fitting skills that take years of experience to acquire. Whilst every effort is made to supply the correct components the final onus on fitting is with the fitter. If you do not own the correct tools or have the necessary experience then entrust the job to someone who is qualified. Parts damaged by incorrect fitting cannot be returned to us.

PRIVACY POLICY

WHO WE ARE

In this privacy policy references to “we”, “us” and “our” are to Trials UK. References to “our website” or “the website” are to www.trialsuk.co.uk.

WHAT INFORMATION WE COLLECT AND HOW

The information we collect via the website may include:

1. Any personal details you knowingly provide us with through forms and our email, such as name, address, telephone number etc.

2. In order to effectively process credit or debit card transactions it may be necessary for the bank or card processing agency to verify your personal details for authorisation outside the European Economic Area (EEA). Such information will not be transferred out of the EEA for any other purpose.

3. Your preferences and use of email updates, recorded by emails we send you (if you select to receive email updates on products and offers).

4. Your IP Address, this is a string of numbers unique to your computer that is recorded by our web server when you request any page or component on the website. This information is used to monitor your usage of the website.

5. Data recorded by the website which allows us to recognise you and your preferred settings, this saves you from re-entering information on return visits to the site. Such data is recorded locally on your computer through the use of cookies. Most browsers can be programmed to reject, or warn you before downloading cookies, information regarding this may be found in your browsers ‘help’ facility.

WHAT WE DO WITH YOUR INFORMATION

Any personal information we collect from this website will be used in accordance with the Data Protection Act 1998 and other applicable laws. The details we collect will be used:

1. To process your order, to provide after sales service (we may pass your details to another organisation to supply/deliver products or services you have purchased and/or to provide after-sales service);

2. In certain cases we may use your email address to send you information on our other products and services. In such a case you will be offered the option to opt in/out before completing your purchase.

We may need to pass the information we collect to other companies for administrative purposes. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how customers use the website and issuing our e-mails for us. Third parties will not be allowed to use your personal information for their own purposes.

YOUR RIGHTS

You have the right to request a copy of any information that we currently hold about you. In order to receive such information please send your contact to the following address:

Trials UK
Park Centre
Station Road
Horsforth
Leeds
United Kingdom
LS18 5NX

OTHER WEBSITES

This privacy policy only covers this website. Any other websites which may be linked to by our website are subject to their own policy, which may differ from ours.

You've got to the end, well done.