

Terms & Conditions

These Conditions shall apply to the sale of any Goods by us to you by telephone or through our websites to the exclusion of all other terms and conditions including any terms or conditions which you may purport to apply under any purchase order, and no variation of these Conditions shall be binding unless agreed in writing by us and attached hereto. These Conditions set out the entire agreement to the exclusion of all other terms and conditions.

We reserve the right to alter these Conditions at any time. You shall be subject to the terms in force at the time you place an order with us, unless the changes made by us are required by law, in which case we shall notify you of the changes.

1. Definitions

1.1 For the purposes of these terms and conditions, the following expressions have the following meanings:

1.1.1 **“Conditions”** means the standard terms and conditions of sale set out below;

1.1.2 **“Goods”** means the goods or services supplied by us to you including but not limited to equestrian & rider clothing, equipment, accessories and feed supplements;

1.1.3 **“we”** or **“us”** means Speedgate or Frogpool.com, trading divisions of Speedgate Enterprises Limited a company registered in England & Wales (with company number 1174807) whose registered office address is Speedgate Farm, Fawkham, Longfield, Kent, DA3 8NJ;

1.1.4 **“Websites”** means the websites with domain names www.speedgate.co.uk and www.frogpool.com;

1.1.5 **“you”** or **“your”** means any person or entity trading with us through any available medium, including, but not limited to telephone and the internet.

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

1.3 All rights expressly reserved by or granted to us by these Conditions shall be without prejudice to any other rights which we may have from time to time.

1.4 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.

1.5 Unless expressly stated otherwise, where our prior written consent is required in these Conditions, then we shall be under no obligation not to unreasonably withhold or delay in giving that consent.

2. Use of our Websites

In using our Websites, you agree to be bound by its Conditions of use as follows:

2.1. Accounts

2.1.1. If you open an account with us, you agree to be responsible for keeping your user profile details confidential and take full responsibility for any misuse of your customer account.

2.1.2. If you suspect that your account details have become known to another person, you must contact us immediately.

- 2.1.3. On receiving such notification in accordance with Condition 2.1.2 above we may at our sole discretion terminate your account or take such other action as we deem to be necessary. However, until such time as we confirm termination of your account you will be liable for any costs which are outstanding on your account.

2.2. Website Availability

- 2.2.1. Whilst we aim to keep all communications with and transactions via our Websites free from interruption and failure, this cannot be guaranteed at all times. It may be necessary to interrupt the availability of our Websites without notice as required to perform essential maintenance and repair and as such the Websites will be available on an “as is” “as available” basis.

- 2.2.2. We reserve the right in our discretion to refuse access to our Websites and to close accounts at any time where we reasonably believe that you have either abused or failed to comply with the Conditions we have imposed.

2.3. Use of our Websites and Copyright

- 2.3.1. We or our content suppliers are the owners of all content contained on our Websites along with the copyright, trade names and marks and all the intellectual property rights subsisting in the contents on our Websites.

- 2.3.2. The material provided on our Websites is for personal and non-commercial use only. You may retrieve, display on a computer screen, print or photocopy the content of the Website solely for this purpose. You are not otherwise permitted to reproduce, publish, modify, sell, copy or download (except as expressly permitted) any part of our Websites, including the source code.

2.4. Your Personal Data

- 2.4.1. We comply with the requirements set out in the Data Protection Act 1998 in respect of any data held or processed by us. Please read our **privacy policy** (<http://www.speedgate.co.uk/privacy.htm>) which sets out how your information will be used.

3. **General Trading**

3.1. Goods

- 3.1.1. Whilst every effort is made to keep the Goods displayed on our Websites up to date, all orders are subject to availability.

- 3.1.2. Specifications, drawings and representations appearing on the Websites are for guidance purposes only and particulars of size, dimension and weight are approximate only. Some Goods may vary slightly from those displayed on the Websites. We reserve the right to update the list of Goods available without notice at any time.

- 3.1.3. All prices on the Websites are shown inclusive of UK VAT at the appropriate rate in force from time to time but excluding delivery costs which shall be in addition to any price quoted as set out below. Whilst we make every reasonable effort to ensure that all prices on our Websites are correct, if any Goods you order is incorrectly priced then we shall, at our discretion, either contact you for instructions before dispatching the Goods, or reject your order and notify you of such rejection.

- 3.1.4. In the event that it is necessary for us to increase the price of the Goods to reflect any increase to the cost to us after we accepted an order from you for such Goods, we will notify you of such increase and ask you to reconfirm the order at the new price. If payment has already been made and you do not wish to reconfirm the order we shall provide you with a full refund.

3.2. The Order Process

- 3.2.1. When you place an order with us via our Websites we will email you to confirm receipt. Please note that this does not mean that your order has been accepted.
- 3.2.2. You shall be liable for ensuring the accuracy of any order which you submit.
- 3.2.3. Only when you complete the order process, either by telephone or via the Websites, and we have confirmed the order will you and we enter into a legally binding contract. Your offer to purchase Goods is made when you place an order. For telephone orders, our acceptance of that order is made during the telephone call. For internet orders, our acceptance of that order is made by a confirmation e-mail that you will receive shortly after you complete your order.
- 3.2.4. We will debit your debit or credit card at the time your order is placed and your invoice/receipt will be included in the packaging with your Goods.
- 3.2.5. We reserve the right to refuse any orders prior to us confirming acceptance of your order without giving reason. Where we refuse an order, we will notify you by email as soon as possible and you shall receive a full refund of any payment made.

3.3. Payment

- 3.3.1. We accept payment by Visa, Visa Debit, Mastercard, Visa Electron and Maestro. However we are unfortunately unable to accept any payment by American Express, cheque or postal order.
- 3.3.2. All payments shall be made when the order is placed.

4. **Delivery**

4.1. Address and Delivery Information

- 4.1.1. On placing your order, you will be required to provide us with details of an address for delivery of the Goods. You are responsible for making all arrangements to take delivery of the Goods whenever they are tendered for delivery. Where we are unable to affect delivery of the Goods for reasons that can be attributed to inaccurate or incomplete delivery information we will not be held responsible for any losses you may incur as a result and additional charges may at our discretion be made for redirection or for re-delivery.
- 4.1.2. You are responsible for making all arrangements to take delivery of the Goods whenever they are tendered for delivery. You may specify that the Goods can be left either with a third party or at an alternative location.
- 4.1.3. Once the Goods have been delivered either to you (or a third party in accordance with your instructions) responsibility of the Goods will pass to you. Save for our negligence, we will not accept any liability for any subsequent damage or disappearance of the item following delivery in accordance with your instructions. You will become owner of the Goods once we receive full payment of all sums due in respect of the Products, including delivery charges, and we have delivered the Goods to you in accordance with this Condition 4.

4.2. Fulfilment

- 4.2.1. We will dispatch your order for collection by our chosen carrier at the first available opportunity once all the Goods are available at our warehouse. In certain situations we may choose to dispatch your order in two or more separate consignments due to delays in obtaining some of the Goods for example, but this is at our discretion.

- 4.2.2. If any Goods on your order become permanently unavailable, we will contact you. You will have the opportunity to select replacement Goods during the next 48 hours by contacting us via our customer service e-mail address or telephone number. We shall inform you of any difference to the price of the order and ask you to reconfirm the order. If you do not select replacement Goods and reconfirm the order within 48 hours from notification, we will automatically remove the Goods which are no longer available from your order, refund in full any payment in respect of the removed Goods, and dispatch the remaining Goods you have ordered.
- 4.2.3. If temporary unavailability of Goods on your order causes dispatch to be delayed for more than 3 days, we will contact you with the option to replace the Goods or remove them from the order. Where you request replacement Goods we shall inform you of any difference to the price of the order and ask you to reconfirm the order. Unless otherwise instructed, we will hold the rest of the order until the delayed Goods become available, at which point we will dispatch the entire order.
- 4.2.4. The removal of Goods from your order due to them being or becoming permanently unavailable will not affect any offer of free delivery where applicable.
- 4.2.5. The removal of Goods from your order due to them being or becoming temporarily unavailable will not affect any offer of free delivery where applicable, however a subsequent new order for the same Goods will not attract free delivery unless the order qualifies in its own right.
- 4.2.6. If you order Goods from our Websites for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 4.2.7. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

4.3. Timeframes

- 4.3.1. Unless otherwise stated at the time of ordering, UK mainland orders will be dispatched via a next working day delivery service and overseas orders via a priority delivery service with our chosen carrier.
- 4.3.2. For your convenience, we provide an estimated dispatch date on placing an order. These are designed to be a guideline and we will not be held liable for any losses or increased costs to you or any party as a result of us being unable to deliver the Goods by the date provided.
- 4.3.3. Although we will make every effort to keep you informed of delivery information, we do not undertake to investigate delays until 10 days after the original, or revised and communicated dispatch date. We will only recognise that a delivery has failed after 28 days from the time of dispatch.

4.4. Charges & Free Delivery

- 4.4.1. For details of our delivery charges, please see our Websites (<http://www.speedgate.co.uk/delivery.htm>). Any delivery charges will be payable in addition to the price of the Goods quoted on our Websites.

Please note we have not listed the delivery charges for every international territory on our Websites ("**Unlisted Addresses**"). Where you request delivery to an Unlisted Address, our

delivery charge will be individually quoted to you, and we shall ask you to reconfirm the order before accepting your order.

- 4.4.2. All delivery charges quoted are assumed to be for a single parcel not weighing more than 30kg. Irrespective of Condition 3.2.3, in the event that we cannot dispatch your order in a single consignment, we reserve the right to contact you in order to provide a quotation for an increased delivery charge and we shall either ask you to reconfirm the order before accepting your order or (in the event that we have already accepted your order) we shall ask you to reconfirm the accepted order. If payment has already been made and you do not wish to reconfirm the order, we shall provide you with a full refund.

5. Warranty and Liability

- 5.1. Subject to the following provisions, we warrant that the Goods will be of satisfactory quality, fit for their normally intended purpose and will be free from any material defects in workmanship for a period of 12 months from the date of delivery.
- 5.2. Where you make a valid claim to us in respect of any warranty in given in Condition 5.1 or a failure to meet the specification ordered, you will have the option of either having replacement Goods or a full refund of any price paid as provided in Condition 5.3 below.
- 5.3. The warranty given in Condition 5.1 above is subject to the following conditions and we shall be under no liability in respect of:
- 5.3.1. any defect in the Goods arising from any drawing, design or specification which was supplied by you;
- 5.3.2. any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow our and our manufacturers' instructions (whether provided to you orally or in writing), misuse or alteration or repair of the Goods without our approval; or
- 5.3.3. any attempt made by you or any third party to remedy a defect before the Goods in question have been returned to us for inspection, (if so required).
- 5.4. Any Goods alleged to be defective shall be returned to us at your risk and expense to our premises for inspection and in our reasonable opinion consider the Goods to be defective solely by reason of faulty design materials or workmanship.
- 5.5. Save for already provided in this Condition 5, our liability for death or personal injury caused by our negligence shall be unlimited and for all other loss or damage which you may suffer or incur in connection with the supply of Goods under this Contract caused by a natural and reasonably foreseeable consequence for which we are at fault or negligent, our liability shall be limited to twice the value of the price paid for the Goods to which any default relates.
- 5.6. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to loss of income or revenue, loss of business or loss of data as far as may be permitted by law.
- 5.7. Whilst we make every reasonable effort to ensure that the information contained on our Websites is correct, we make no guarantee as to its accuracy, completeness or fitness for purpose. We shall not be liable, to the fullest extent permitted by law, for any loss, damage, cost or expense which may arise from the use of any information contained in or displayed on our Websites.
- 5.8. We do not give any warranties in respect of the content of our Websites, its freedom from viruses or other contamination, or that our Websites are compatible with any computer systems, software or browsers.

- 5.9. We shall not be liable for any web sites, products or information of other parties linked to our Websites.
- 5.10. The provisions of this Condition 5 shall survive any termination of the Contract.
- 5.11. The exclusions from and limitations of liability set out in this Condition 5 shall be considered separately and individually from one another and the validity or unenforceability of any one clause or sub-clause of this Condition 5 shall not affect the validity or enforceability of any other part of this Condition 5.

6. Cancellations & Returns

- 6.1. We request that all Goods are returned in line with the Return of Goods procedure set out in Condition 6.5 below. We will not be liable for any loss or damage to Goods returned to us where this procedure has not been followed.

6.2. Returns

- 6.2.1. All refunds or account credits (in accordance with Conditions 6.2, 6.3 or 6.4) will be made, in full, shall be processed using the same payment method in which the original payment was received and within 30 days of being notified of your intention to cancel subject to any deductions made to cover any costs we have incurred in recovering the Goods.
- 6.2.2. You are under a duty to take reasonable care of the Goods whilst they are in your possession and where you fail to comply with such duty we may have a right of action against you for compensation.

6.3. Damaged Goods

- 6.3.1. You should inspect the Goods where possible upon delivery. If you suspect that your Goods are damaged when they are delivered to you, please indicate this on the delivery driver's paperwork.
- 6.3.2. All claims regarding damaged Goods must be communicated to us in writing or by e-mail within 14 days of receipt. This is a reasonable period for you to inspect the Goods and we shall be entitled to reject any claims which you have made outside of this period.
- 6.3.3. We request that your original order reference number is stated on all correspondence with us.
- 6.3.4. We reserve the right to have any allegedly damaged Goods returned to us for inspection prior to a refund or any credit being issued. Should we deem the complaint to be unjustified, we will inform you of our decision and return the Goods to you at your expense.
- 6.3.5. Where Goods are found to be damaged or of unsatisfactory quality we will waive any delivery cost in collecting the defective Goods and we shall repair or replace the Goods, or provide a full or partial refund. These Conditions will apply to any repaired or replacement Goods we supply to you.

6.4. Cancellations

- 6.4.1. Any order may be cancelled by you, for any reason whatsoever up until 7 working days after the day following receipt of the Goods (unless such Goods have been made to your own specification, in which case you shall only be able to return them where there is a fault with such item).
- 6.4.2. Any Goods that are returned under this Condition 6.4 must be in the condition in which you received them. Where they have been damaged, we shall be entitled to seek an appropriate remedy.

- 6.4.3. To cancel an order, you must notify us in writing or by e-mail within the time period specified in Condition 6.4.1.
- 6.4.4. If any Goods have already been dispatched, you can either request a “return to sender” when the delivery is attempted, or you can accept the delivery and follow the Return of Goods procedure detailed in Condition 6.5 below.
- 6.4.5. Where you cancel an order under this Condition 6.4 and do not return the Goods, you will be liable for any delivery and return costs which you incur in returning the Goods or we incur in collecting the Goods.

6.5. Return of Goods Procedure

When you return Goods to us, we request that you follow the steps below. We will not be liable for any Goods returned to us that do not follow this procedure:

- 6.5.1. Before returning any Goods, please contact us in writing or by email to obtain a return reference number.
- 6.5.2. Package the Goods securely taking all measures possible to prevent damage in transit and (where possible) return the original packaging to us with the Goods.
- 6.5.3. On the outside of the packaging, clearly mark the returns reference number and our postal address. For example:

Returns Reference Number 123456789
Website/Mail Order Department
Speedgate Enterprises Ltd.
Speedgate Farm
Fawkham
Longfield
Kent
DA3 8NJ
United Kingdom
- 6.5.4. If we have arranged to collect the parcel from you, please ensure it is available for collection at the arranged collection point and time. You will be responsible for any charges incurred should we be unable to collect the Goods at the arranged place and time.
- 6.5.5. If you are to return the parcel to us independently, please ensure you have adequate proof of delivery. We will not be liable for any Goods that have been lost in transit. We are happy to arrange collection from you at your cost via our chosen carrier and carrier charges are available on request.

7. General

- 7.1. We will not be liable to you or be deemed to be in breach of contract by reason of delay or failure to perform any of our obligations if the delay or failure is due to act or cause beyond our reasonable control.
- 7.2. These Conditions do not purport to confer a benefit on any third party.
- 7.3. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and sent by e-mail or addressed to the other’s principal address. Proof of sending is required.

- 7.4. No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 7.5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected.
- 7.6. These Conditions between you and us is binding on you and us and on our respective successors and assignees.
- 7.7. You may not transfer, assign, charge or otherwise dispose of these Conditions, or any of your rights or obligations arising under it, without our prior written consent.
- 7.8. We may transfer, assign, charge, sub-contract or otherwise dispose of these Conditions, or any of our rights or obligations arising under it, at any time during the term of these Conditions.
- 7.9. These Conditions shall be governed by the laws of England, and you agree to submit to the exclusive jurisdiction of the English courts.
- 7.10. 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 to our customers.
- 7.11. Your statutory rights are not affected by these Conditions. Further information on statutory rights can be obtained from Trading Standards or your local Citizens Advice Bureaux.