

Terms of service

body-performance.co.uk

These Terms and Conditions apply to all purchases of Goods which are sold by Body Performance. By placing an order on this website you agree to abide by these Terms and Conditions.

We reserve the right to change these Terms and Conditions at any time. Any such changes will take effect when posted on the website and it is your responsibility to read the Terms and Conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest Terms and Conditions.

In these Terms and Conditions (the "Conditions") the following words shall have their corresponding meaning:

Personal data administrator

Seller.

Buyer

the person(s), firm or company who purchases the Goods from the Company.

Company

Body Performance, 24 Stonecliffe Drive, Leeds LS12 5SE, NIN: contact phone number: 07383308956 e-mail: uk_bodyperformance@gmail.com, registered in England and Wales European VAT Number _____, Reg. No. _____.

Directive

Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011.

Goods

any Goods agreed to be supplied to the Buyer by the Company (including any part or parts of them).

Delivery Date

the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller.

Contract

any agreement between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.

Order processing time

the time from the moment of order confirmation to the moment of delivery of the ordered goods.

Delivery time

the time between the transfer of the order to the Carrier and its release to the Customer.

1. BASIS OF SALE

1.1. The Buyer declares that information provided when placing its order is up-to-date, materially accurate and is sufficient for the Seller to fulfil the Buyer's order.

1.2. The Buyer declares that it has legal capacity to enter into a contract. No warranty, commitment or any other obligation should be assumed by the Buyer on the Seller's behalf or on behalf of a Goods manufacturer, licensor or supplier without the Seller's express prior written agreement.

1.3. No variation to these Conditions shall be binding unless prior agreed in writing between the authorised representatives of the Buyer and the Seller.

1.4. Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance.

1.5. The liability of the Seller to the Buyer for breaking any of these Conditions is limited to refunding any money already paid by the Buyer for Goods that have not been received or that have been returned within the agreed time scales and in the required condition. The Company will not be liable for any other loss or damages, unless the loss or damages are caused by negligence.

1.6. Any typographical, clerical or other accidental errors or omissions on the website or in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. If we discover an error in the price of Goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the Goods, you will receive a full refund.

1.7. Any information (and accompanying material) provided by the Company is not intended to replace the attention or advice of a physician or other health care professional. Anyone wishing to embark on any dietary, drug, exercise or other lifestyle change intended to prevent or treat a specific disease or condition should first consult and seek clearance from a qualified health care professional. The Company strongly advises that anyone who is currently taking medicinal products and or suffer from any form of medical disorder should consult their doctor prior using any products advertised on the website. Body Performance strives to ensure that the information on this site is as accurate as possible, but does not accept responsibility or liability for any inaccuracies.

2. PRICES

2.1. All prices are inclusive of VAT where applicable. Costs of carriage are those applicable at the time, as advertised and noted at the point of order.

2.2. Confirmation of the order by the Buyer signifies acceptance of these charges.

2.3. The company reserves the right to alter prices at any time prior to delivery.

3. DELIVERY

3.1. Delivery of the Goods will be made by the Seller by delivering the Goods to a place in Great Britain. Delivery of goods takes place only within Great Britain.

3.2. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.

3.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.4. If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to arrange for the storage of the Goods and then notwithstanding the provision of Clause 8.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place (signed for or left in a safe place not signed for service) and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

4. DAMAGE/LOSS IN TRANSIT.

4.1. The Company accepts no liability for any loss resulting from the Buyer's failure to comply with our carrier's requirements with respect to notification of damage, shortage or non delivery of Goods.

4.2. Goods should be inspected on receipt and damage/shortages advised in writing to the carriers and ourselves within 7 days.

4.3. Damaged Goods and original packaging must be retained for inspection at the company's discretion.

4.4. Damaged Goods returned to the company will only be accepted if previously agreed in writing.

4.5. Non delivery must be advised in writing to the carriers and ourselves within 10 days of date of order.

5. RETURNS

5.1. Returns of Goods supplied in accordance with Buyer's orders cannot be accepted without the prior written consent of the company.

5.2. Returned Goods must be sent carriage paid.

5.3. In addition to your legal rights, we also allow you to return your goods if you simply change your mind. Please return the unused goods to us with the original receipt within 14 days and we will offer you an exchange or refund.

6. PAYMENT

6.1. Payment for the Goods and any applicable delivery charges can be made by any method shown on the Seller's website at the time you place your order. Refunds will generally be made by the same means of a credit to your chosen method of payment.

6.2. Payment shall be due before the delivery date and time for payment shall be a fundamental term of this agreement, breach of which shall entitle the Supplier to terminate the contract immediately.

6.3 The Seller allows payment via:

- PayPal,
- bank transfer to the Seller's account.

6.4 If the Customer has chosen payment via bank transfer, he is obliged to make the payment immediately after receiving the message confirming the acceptance of the order by the Seller, specifying the total cost of the order including delivery (from the date of conclusion of the sales contract).

6.5 The seller documents the sale of the ordered goods with a receipt or, at the Customer's request, with a VAT invoice, which are attached to the ordered goods.

6.6. In the absence of payment within the prescribed period, the order will be canceled.

Issuing a VAT invoice is possible after informing the Seller in advance and sending all necessary data to the Seller's e-mail address: uk_bodyperformance@gmail.com

6.7. There will be no delivery until cleared funds are received.

6.8. In certain circumstances we may require verification of identity and/or an address in order for us to comply with payment processing procedures. The following are considered acceptable forms of verification documentation.

Identity (must be valid):

1. Current valid "full" passport; or
2. Provisional or full (photo) driving license; or
3. Government issued National Identity Card (for some countries)

Address:

1. Copy of a recent utility or tax bill. The document must be no more than 3 months old. Mobile phone bills are not acceptable; or
2. An account or credit card statement from a bank we recognise. The statement should be the most recent available statement. Statements featuring a "care of" address are not acceptable. Non-bank cards, including gym cards, store cards and student cards are not acceptable; or
3. A recent mortgage statement from a lender known to us.

The company reserves the right not to supply Goods without verification of identity and/or address.

6.9. The Company reserves the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002 and to suspend further deliveries.

6.10. If due to default in payment the Company incurs additional costs in collecting the debt such as legal or debt collection fees etc then the defaulting Buyer will be held liable for all of these costs.

7. Using the online store

7.1 The seller enables the implementation of the form of contact:

- Seller's address: 24 Stonecliffe Drive, LS12 5SE, LEEDS
- by phone, at the number: 07383308956
- by e-mail, by sending an e-mail to: uk_bodyperformance@gmail.com,
- the customer can communicate with the Seller using addresses and mobile phone numbers in the solution paragraph,
- The Customer may communicate with the Seller by phone from Monday to time from 08.00 am to 08.00 pm.

7.2. Shopping in the online store is possible after creating a customer account in the store.

7.3. In order to browse the store's assortment, it is not required to create a customer account.

7.4. The sale of goods available in the store takes place on the basis of the order placed by the Customer.

7.5. The prices of goods available on the online store website are expressed in US dollars and British pounds and include VAT. However, they do not contain information on delivery prices and related costs.

8. Withdrawal from the contract

8.1 A customer who is a Consumer who has concluded a contract at a distance or off-premises, may withdraw from the contract within 14 calendar days without giving any reason.

8.2 The aforementioned right of withdrawal shall apply from the moment of taking possession of the ordered goods by the Customer or a person designated by him other than the Carrier.

8.3 The consumer may withdraw from the contract by submitting a statement of withdrawal to the Seller. To meet the deadline for withdrawal from the contract it is sufficient for the Consumer to send a statement before the expiry of 14 calendar days, in writing or electronically to the address specified in § 4 of the Regulations.

8.4 If the Consumer withdraws from the contract concluded at a distance, the contract is considered not concluded.

8.5 In order to make a declaration of withdrawal, the customer may use the model form, which is attached to these terms and conditions and is posted on the store's website. Use of the formula is not mandatory. The customer may or may not use the form provided.

8.6 A customer who has made use of providing the Seller with a declaration of withdrawal by electronic means, will be immediately informed of the acceptance of the said declaration of intent by e-mail or in writing to the address specified in the order form.

8.7 The seller will immediately, within no more than 14 calendar days from the date of receipt of the statement of withdrawal from the contract, return to the Customer all payments received from him, including the cost of delivery of the item using the same methods of payment that were used by the Customer in the original transaction, unless the Customer has expressly agreed to a different solution that will not involve any additional costs for him.

8.8 If the Consumer made a statement of withdrawal from the sales contract before the Seller accepted his offer, the offer ceases to be binding.

8.9 The seller may withhold reimbursement until it receives the goods back or until it provides Mu with proof of their return, whichever event occurs first.

8.10 The customer is obliged to return the ordered goods to the Seller's address within no more than 14 calendar days from the date on which he informed the Seller of the withdrawal from the contract.

8.11 The customer who is a Consumer shall bear only the direct costs of returning the goods.

8.12 In the event that the returned goods, due to their nature, cannot be returned by regular mail, the Seller shall then inform the Customer who is a Consumer about the cost of returning the item on the store's website.

8.13 The consumer shall be liable for any diminution in the value of the item resulting from use beyond what is necessary to ascertain the nature, characteristics and functioning of the ordered goods.

8.14 In accordance with the provisions of Art. 38 of the Law on Consumer Rights, the right of withdrawal from a contract concluded off-premises or at a distance does not apply to the Consumer with respect to the contract:

- 1) for the provision of services, if the Entrepreneur has fully performed the service with the express consent of the Consumer, who was informed before the start of the service, that after the performance by the Entrepreneur will lose the right to withdraw from the contract;
- 2) in which the price or remuneration depends on fluctuations in the financial market, over which the Entrepreneur has no control, and which may occur before the deadline for withdrawal;
- 3) in which the object of performance is a non-refabricated item, produced to the Consumer's specifications or serving to meet his individualized needs;
- 4) in which the subject of performance is a perishable item or has a short shelf life;
- 5) in which the object of performance is an item delivered in a sealed package, which cannot be returned after opening the package for health or hygiene reasons, if the package has been opened after delivery.
- 6) in which the subject of performance are things that, after delivery, due to their nature, become inseparable from other things;
- 7) in which the subject of performance is alcoholic beverages, the price of which was agreed upon at the conclusion of the contract of sale, the delivery of which can only take place after 30 days and whose value depends on market fluctuations over which the Entrepreneur has no control;
- 8) in which the Consumer expressly requested that the Entrepreneur come to him to perform urgent repair or maintenance; if the Entrepreneur provides additional services other than those requested by the Consumer, or provides things other than spare parts necessary for the repair or maintenance, the right of withdrawal shall be granted to the Consumer with respect to additional services or things;
- 9) in which the subject of performance is sound or visual recordings or computer programs delivered in sealed packaging, if the packaging was opened after delivery;
- 10) for the supply of daily newspapers, periodicals or magazines, except for a subscription contract;
- 11) concluded through a public auction;
- 12) for the provision of services in the field of accommodation, other than for residential purposes, transportation of goods, car rental, catering, services related to leisure, entertainment, sports or cultural events, if the contract specifies the day or period of service;
- 13) for the supply of digital content that is not recorded on a tangible medium, if the performance has begun with the express consent of the Consumer before the expiry of the deadline for withdrawal from the contract and after the Entrepreneur has informed him of the loss of the right of withdrawal.

9. RISK AND TITLE

9.1. Risk shall pass to the Buyer when the Goods are delivered to or collected by the Buyer or his agent.

10. RETENTION OF TITLE

10.1. It is a term of the Contract for sale of any Goods herein that the Goods shall remain the property of the Seller until such time as payment in full has been received and cleared. In the event of any default in payment the Seller reserves the right to reclaim the Goods concerned.

11. LINKS TO THIRD PARTY WEB SITES

11.1. From time to time this website may contain links to websites controlled by third parties. The Company provides these links merely as a convenience. Access to other web sites is at your own risk and the Company is not responsible for and does not endorse or accept any responsibility over the contents or use of these web sites.

12. JURISDICTION AND APPLICABLE LAW

12.1. Use of discount-supplements.co.uk is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts in any dispute which may arise concerning the Contract.

The Regulations shall come into force on 16.12.2022